



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



August 9, 2018

18-0849

CONSENT

TO: Mayor and Common Council

FROM: Board of Public Works

SUBJECT: AGMT-18-12 Contract with Seiler Bros. Construction, Inc.

Dear Mayor and Common Council:

At the August 8, 2018 Board of Public Works meeting, the Board met to approve entering into a contract with Seiler Bros. Construction, Inc. to furnish and install 15 inch storm sewer and re-ditching approximately 130 feet in the 4100 block of Ray Street, AGMT-18-12 for a contract sum of \$5,820.00.

"Moved by Alderman Jim Brey, seconded by City Attorney Kathleen McDaniel, and unanimously carried to enter into the contract. Ayes, 6. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

Deborah Neuser, CMC, City Clerk
CITY HALL • 900 Quay Street • Manitowoc, WI 54220-4543
Phone (920) 686-6950 • Fax (920) 686-6959 • dneuser@manitowoc.org

CONTRACT

This contract is made and entered into this 8th day of August, 2018, by and between Seiler Bros. Construction, Inc. (hereinafter "Contractor"), located at 4511 E. Whitetail Court, Manitowoc, WI 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Seiler Bros. Construction, Inc. located at 4511 E. Whitetail Court, Manitowoc, WI 54220, will furnish and install approximately 12 feet of 15 inch storm sewer pipe with an endwall and will also re-grade (ditching) approximately 130 feet in back yards along the 4100 block of Ray Street, Manitowoc, WI 54220 at outlined in "Exhibit A", Seiler Bros. Construction, Inc. Proposal.

WHEREAS, Seiler Bros. Construction, Inc. has the ability to complete the storm sewer and grading work, as outlined in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.

See listing of tasks for this project. (Attached is "Exhibit A", and it is incorporated into this Contract by reference).

A copy of the plans is attached as Exhibit "B", and it is incorporated into this Contract by reference.

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum of \$5,820.00.
4. Schedule. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be September 15, 2018.
5. Payment Schedule. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.

6. **Assignment and Subcontracting.** Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
7. **Insurance and Bonding.** Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements; one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
8. **Applicable Statutes.** Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
9. **Sales Tax Exemption.** The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
10. **Contract Notice.** Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on August 7, 2018.
11. **Other Indebtedness to City.** It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
12. **Indemnify.** Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, or agents.
13. **Default.** In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.

14. Permits. None Required.

15. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party.

16. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

CITY: City Clerk
900 Quay Street
Manitowoc, WI 54220

CONTRACTOR: Seiler Bros. Construction, Inc.
4511 E. Whitetail Court
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

17. Assignment. This Contract is not assignable without prior written consent of City.

18. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

19. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

20. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.

21. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.

22. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

23. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

24. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
25. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

SOLE PROPRIETORSHIP OR PARTNERSHIP

Name of Proprietor or Partnership


_____(Seal)
Sole Proprietor or Partner

_____(Seal)
Partner

_____(Seal)
Partner

CORPORATION

Seiler Bros. Construction Inc.
Name of Corporation

By:  (Seal)
President

Attest: _____
Secretary

CORPORATE SEAL

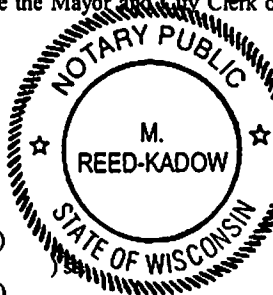
CITY OF MANITOWOC

By: Justin M. Nickels
Justin M. Nickels, Mayor

Attest: Deborah Neuser
Deborah Neuser, City Clerk

STATE OF WISCONSIN)
MANITOWOC COUNTY) ss.

Personally came before me, this 8 day of August, 2018, the above named Justin M. Nickels and Deborah Neuser, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.



M. Budka
M. Budka
 Notary Public Manitowoc County, WI
 My commission (expires)(is) 8/5/21

STATE OF WISCONSIN)
MANTOWOC COUNTY)

Personally came before me, this 7 day of August, 2018, the above named Irving J. Seiler, President, and Tina Kocourek, Secretary, for Seiler Bros. Construction, Inc. and acknowledge they executed the foregoing instrument.

DIANA WOZNIARSKI
Notary Public
State of Wisconsin

Notary Public Manitowoc County, WI
My commission (expires)(is) 5-8-2021

Exhibit "A"

SEILER BROS. CONSTRUCTION, INC.

<i>Aug. Manitowish</i>		CONCRETE ESTIMATE	377.0411
NAME:	<i>City of Manitowish</i>	PHONE:	<i>686-6910</i>
ADDRESS:	<i>900 Aug.</i>	EST. DATE:	<i>July 11, 2018</i>
CITY:	<i>Manitowish</i>	JOB AT:	
JOB DESCRIPTION: <i>Job at 4100 Block of Ray St Manitowish</i>			
<i>install 12' x 15" Plastic Culvert W/End Wall + install</i>			
<i>Rodent Gate, all into a Existing Run here Enter Behind House</i>			
<i>then cut a dike about 130' long x 6' wide going to West of</i>			
<i>Culvert, the Excavated dirt will be left on and a a Run on South</i>			
<i>end of dike, W/ E. manit & head on it, also in dike</i>			
CONCRETE <i>Place E. Man</i> <i>install Culvert</i>		Price to include all felt expansion joints. Driveways 5" thick, Sidewalks 4" thick and all 6 Bag Mix. No Landscaping.	
\$	<i>4940.-</i>	IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$			
\$			
\$			
EXCAVATING AND SETTING GRADE <i>Make Run</i>		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$			
\$			
\$			
1/2" REINFORCING ROD		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$			
\$			
\$			
<i>Rodent Gate</i>		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$	<i>75.-</i>		
\$	<i>395.-</i>		
\$	<i>410.-</i>		
<i>Culvert & End Wall</i>		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$	<i>410.-</i>		
\$	<i>5820.-</i>		
\$	<i>5820.-</i>		
E. Man		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$	<i>410.-</i>		
\$	<i>5820.-</i>		
\$	<i>5820.-</i>		
TOTAL ESTIMATE		IRV. SEILER SEILER BROS. CONSTRUCTION, INC. 4511 E. WHITETAIL COURT MANITOWOC, WI 54220 <i>920-682-5463</i> 920-682-4726 FAX 920-682-2191 www.seilerbrosconstruction.com	
\$	<i>5820.-</i>		
\$	<i>5820.-</i>		
\$	<i>5820.-</i>		
TOTAL BALANCE DUE UPON COMPLETION OF JOB Unpaid balance after 30 days, subject to interest charge of 1-1/2% per month.			

Do Not Use Salt or Treated Sand on New Concrete