

Public Infra  
8-18-14

14-1561

**CONTRACT**

This contract is made and entered into this 8<sup>th</sup> day of August, 2014, by and between Martin Systems, Inc. (hereinafter "Contractor"), located at 2744 Manitowoc Road, Green Bay, Wisconsin 54311 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Martin Systems, Inc. located at 2744 Manitowoc Road, Green Bay, Wisconsin 54311 intends to purchase and install a live streaming web camera to be mounted at the Manitowoc Marina located at 425 Maritime Drive, Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Martin Systems, Inc. Proposal.

**WHEREAS**, Martin Systems, Inc. has the ability to install a live streaming web camera to be mounted at the Manitowoc Marina 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).**

- 3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum of \$5,803.34.
- 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 **October 20, 2014**.
- 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.
- 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. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on July 28, 2014.
10. 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.
11. 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.
12. 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.
13. Permits. None Required.

14. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party. Any labor and/or expenses incurred prior to cancellation will be billed at standard retail rates and will be due in full and billed immediately.
15. 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:** Martin Systems, Inc.  
2744 Manitowoc Road  
Green Bay, WI 54311

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.

16. Assignment. This Contract is not assignable without prior written consent of City.
17. 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.
18. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
19. 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.
20. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
21. 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.

22. 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.
  
23. 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 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.
  
24. 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

\_\_\_\_\_  
Sole Proprietor or Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

Partner

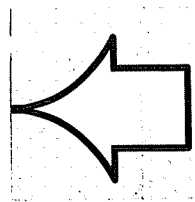
**CORPORATION**

Martin Systems, Inc.  
Name of Corporation

By: [Signature] (Seal)  
President

Attest: [Signature]  
Secretary

CORPORATE SEAL



**CITY OF MANITOWOC**

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

Attest: \_\_\_\_\_  
Jennifer Hudon, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

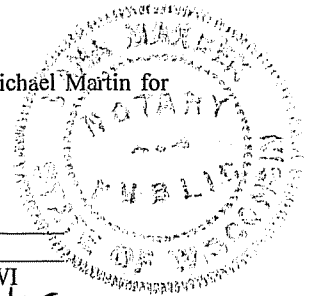
Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above named Justin M. Nickels and Jennifer Hudon, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.

\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires)(is) \_\_\_\_\_.

STATE OF WISCONSIN )  
Brown ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 8th day of August, 2014, the above named Michael Martin for Martin Systems, Inc. and acknowledge they executed the foregoing instrument.

[Signature]  
Dana Marcek  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 10/11/15.



# "Exhibit A"

## MARTIN SYSTEMS

SECURITY • FIRE PROTECTION • HOME AUTOMATION

Martin Systems, Inc.

2744 Manitowoc Road.  
Green Bay, WI 54311  
Sales@MartinSI.com  
800-640-3130

## QUOTE

Date	Quote #
07/03/14	MSIQ17800

Quote To: City Of Manitowoc  
900 Quay St Lower Level  
Manitowoc, WI 54220

Site: Manitowoc Marina  
425 Maritime Dr  
Manitowoc, WI 54220

Customer: Jim Muenzenmeyer

Contact: Jim Muenzenmeyer

Phone: (920) 686-6940  
Mobile: 920-374-0429

Email: [jmuenzenmeyer@manitowoc.org](mailto:jmuenzenmeyer@manitowoc.org)  
Phone: (920) 686-6940  
Mobile: 920-374-0429

2" or larger pole roof top mounted provided and installed by others. 6 foot maximum pole height.

110Volt Power at the Marina Shack and Marina Main building provided by others.

Internet or network connection provided at main marina building provided by and managed by others. Increased upload speeds will provide the best remote viewing for the public.

Quantity	Description	Unit Price	Amount
1	Pan Tilt Zoom Axis Camera, 30X Optical Zoom, Image Stabilization,	\$3,303.83	\$3,303.83
1	Wall Mount Bracket with Mounting Plate	\$129.53	\$129.53
1	PTZ Pole Mount Bracket	\$103.01	\$103.01
2	Long Range Wireless Client Bridge/Access Point 500	\$183.79	\$367.58
1	Wire & Supply	\$40.00	\$40.00
2	Poe 8 Port Switch	\$244.12	\$488.24
1	Surveillance Cabinet	\$271.15	\$271.15
1	Installation Labor	\$1,100.00	\$1,100.00
	SubTotal		\$5,803.34

Thank You Michael Martin

Investment \$5,803.34

*Please return signed copy of attached sales agreement with 50% down payment.  
Quote valid for 30 days. Applicable taxes, permits, license fees not included.*

TOTAL SECURITY SOLUTIONS SINCE 1972. Some of our many customers include; Procter & Gamble \* Sadoff Iron & Metal \*  
Georgla Pacific \* Green Bay Packers \* Oshkosh Truck Corp. \* Green Bay Water Utility \* Culvers \* Prevea Clinics \*  
McDonalds \* Holy Family Hospital \* Manitowoc Public Utility \* Morning Glory \* Bay Valley Foods \* Q-Mart Convenience  
Stores \* POMPS Tire \* Affinity Health, & Thousands more.

**Project Notes:**

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Configure Camera with up to 20 presets for easy viewing.

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# SALES AGREEMENT

Martin Systems, Inc.  
 2744 Manitowoc Road Green Bay, WI 54311  
 (800) 640-3130 Fax (920) 432-7416 [Sales@MartinSi.com](mailto:Sales@MartinSi.com)

Sales Rep: Michael Martin

Buyer's Name: City Of Manitowoc

Phone # (920) 686-6940

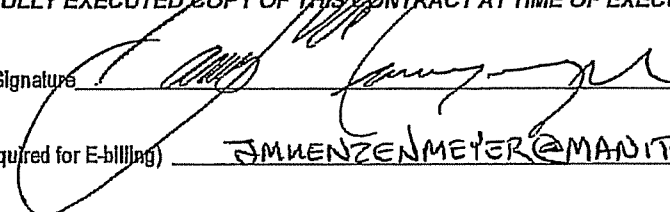
Buyer's Equipment Site Address: 425 Maritime Dr Manitowoc, WI, 54220

MARTIN SYSTEMS, INC. (hereinafter referred to as "MSI" or "Seller") agrees to sell, instruct Buyer in the proper use of the security system, and install, at Buyer's premises, and Buyer agrees to buy, an electronic system, consisting of the following equipment; passcode and any programming of security system software remains property of MSI; (equipment identified by reference and/or attachments):

TYPE OF SYSTEM	REFERENCE - ATTACHMENTS	INVESTMENT
Marina Camera-	QUOTE MSIQ17800	\$5,803.34
		\$
		\$
		\$
		\$
		\$
Purchase Conditions: Customer agrees to pay MSI the total investment sums shown here together with all relevant taxes, fees, or other applicable charges according to the following terms: <ul style="list-style-type: none"> <li>Returned Signed Copy of Sales Agreement.</li> <li>50% Down Payment Before Work Begins.</li> <li>Not Binding on MSI Without Authorized Approval.</li> <li>Balance Due Upon Completion.</li> </ul>		TAX
		\$0.00
		TOTAL INVESTMENT
		\$5,803.34

An interest charge of one and one-half percent (1-1/2%) per month shall be assessed to the balance of any charge not paid by Customer within thirty (30) days after completion of such services. In the event Customer should default in any obligation hereunder, Customer shall be liable for removal costs and MSI costs of collection, including attorney fees and costs. Quote subject to change after 30 days. MSI shall in no way be obligated to repair, restore, or redecorate the premise in the event system is removed for non-payment. MSI may substitute any equipment with models of equal performance.

**SEE LIMITED WARRANTY, LIMITED LIABILITY & ADDITIONAL TERMS AND CONDITIONS OF THIS SALES AGREEMENT ON PAGE 2 WHICH ARE PART OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.**

Authorized Buyer Signature  Date Signed 7/18/14

E-mail Address (required for E-billing) JMWENZELMEIER@MANITOWOC.ORG

Authorized MSI Representative \_\_\_\_\_ Date \_\_\_\_\_

**Please Sign & Return Original copy, along with 50% Down Payment. Thank You**

### LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs are required, MSI agrees to make all repairs and replacement of parts without costs to the Buyer for a period of 90 days from the date of installation. MSI reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. MSI's warranty does not include batteries, reprogramming, damage by lightning, electrical surge, or wire breaks. MSI is not the manufacturer of the equipment and other than MSI's limited warranty Buyer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, MSI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. MSI does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. MSI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than MSI. MSI shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by MSI shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on MSI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MSI has offered additional and more sophisticated equipment for an additional charge which Buyer has declined. Buyer's exclusive remedy for MSI's breach of this contract or negligence to any degree under this contract is to require MSI to repair or replace, at MSI's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusion may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. If required by law, MSI will procure all permits required by local law and will provide certificate of workman's compensation upon request. Page 1 of 2