

**CONTRACT**

This contract is made and entered into this 23<sup>rd</sup> day of April, 2021, by and between Philippi Quality Construction, Inc. (hereinafter "Contractor"), located at 4223 Expo Drive, P.O. Box 903, Manitowoc, WI 54221-0903 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Philippi Quality Construction, Inc. located at 4223 Expo Drive, P.O. Box 903, Manitowoc, WI 54221-0903, intends to provide upgrades and repairs to the Red Arrow Buildings, as outlined in "Exhibit A", Philippi Quality Construction, Inc. Proposal.

**WHEREAS**, Philippi Quality Construction, Inc. has the ability to perform the required work needed for the Park Shelter, the Open Air Shelter, the Park Shelter Men's and Women's Restroom.

**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 are "Exhibit A).**

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$23,528.00**.
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 **August 1, 2021**.
5. Liquidated Damages. **For every calendar day** of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **One-Hundred Dollars (\$100)**.
6. 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.

15. Permits. No Permits are anticipated for this project.
16. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party.
17. 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:**  
Philippi Quality Construction, Inc.  
P.O. Box 903  
4223 Expo Drive  
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.

18. Assignment. This Contract is not assignable without prior written consent of City.
19. 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.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. 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.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. 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.
24. 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.
25. 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



City of Manitowoc  
Department of Infrastructure  
3330 Custer Street  
Manitowoc, WI 54220

25 March 2021  
Proposal 3048

Re: Red Arrow Park  
1931 S 9<sup>th</sup> Street  
Manitowoc, WI 54220

Attn: Brock Wetenkamp / Parks Planner

***"Park Shelter - Repair & Stain Exterior Wood Siding, Soffit, Fascia, Ceiling, Beams and Hollow Metal Door and Frame"***

**We Propose to Furnish & Install:**

- ☞ Remove & replace the existing damaged gable end vent.
- ☞ Remove & replace the damaged soffit vent.
- ☞ Straighten existing roof gutter apron.
- ☞ Remove and replace cracked and damaged cedar siding as required.
- ☞ Caulk the existing joints at the exposed ceiling.
- ☞ Stain the wood soffit, fascia, ceiling, and beams.
- ☞ The stain color to be selected by the owner.
- ☞ Remove the existing door signage at the south door and repair the hollow metal door and frame as required.
- ☞ Prime and paint the south door with the paint color to be selected by the owner.
- ☞ Install new door signage as required.

\*Note\* Exterior pressure washing to be provided by the owner.

**Our Price to be Time & Material Not to Exceed:** **\$4,975.00**

***Alternate 1:***

- ☞ PQC pressure wash the building exterior.

~~**Addition to our Price:** **\$ 385.00**~~

***Alternate 2:***

- ☞ Stain the wood siding with the stain color to be selected by the owner.

**Addition to our Price:** **\$1,237.00**

Services & Items included in this Proposal: Supervision, Equipment & Tools, Lay-Out, Move Items in the Way of Construction, Clean Up, and Dumpsters.

*Feel free to contact us with any questions you may have.*

***We appreciate the opportunity to provide this proposal to you and if you have any other need of our services please feel free to contact us at any time.***

Thank you,

Philippi Quality Construction, Inc.  
Boyd Philippi, Jr.  
Boyd Philippi, Jr., President



# Philippi

Quality Construction

City of Manitowoc  
Department of Infrastructure  
3330 Custer Street  
Manitowoc, WI 54220

26 March 2021  
Proposal 3049

Re: Red Arrow Park  
1931 S 9<sup>th</sup> Street  
Manitowoc, WI 54220

Attn: Brock Wetenkamp / Parks Planner

***"Open Shelter - Repair & Stain Exterior Fascia, Underside of the Roof and Paint Steel Columns"***

**We Propose to Furnish & Install:**

- ☞ Remove & replace the damaged wood fascia.
- ☞ Remove & replace the damaged tongue and groove roof board.
- ☞ Stain the wood fascia, ceiling, and beams.
- ☞ The stain color to be selected by the owner.
- ☞ Prepare the existing steel columns for new paint.
- ☞ Paint the steel columns with the paint color to be selected by the owner.

\*Note\* Exterior pressure washing to be provided by the owner.

**Our Price to be Time & Material Not to Exceed:**

**\$4,984.00**

~~**Alternate 1.**~~

- ☞ PQC pressure wash the building exterior.

**Addition to our Price:**

~~**\$ 325.00**~~

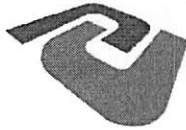
Services & Items included in this Proposal: Supervision, Equipment & Tools, Lay-Out, Move Items in the Way of Construction, Clean Up, and Dumpsters.

*Feel free to contact us with any questions you may have.*

***We appreciate the opportunity to provide this proposal to you and if you have any other need of our services please feel free to contact us at any time.***

Thank you,

Philippi Quality Construction, Inc.  
Boyd Philippi, Jr.  
Boyd Philippi, Jr., President



# Philippi

Quality Construction

City of Manitowoc  
Department of Infrastructure  
3330 Custer Street  
Manitowoc, WI 54220

25 March 2021  
Proposal 3048-1

Re: Red Arrow Park  
1931 S 9<sup>th</sup> Street  
Manitowoc, WI 54220

Attn: Brock Wetenkamp / Parks Planner

***“Park Shelter Men’s Restroom – Paint Walls, Ceiling, and Concrete Floor.”***

**We Propose to Furnish & Install:**

- ☞ Remove the existing dated toilet paper holders and dispose of.
- ☞ Remove the existing toilet partition and dispose of.
- ☞ Remove the existing Toilet Room accessories as required for painting and salvage for reuse.
- ☞ Repair walls and ceiling as required to a paint ready condition.
- ☞ Paint the walls and ceiling with the paint color to be selected by the owner.
- ☞ Install the salvaged Toilet Room accessories, (1) new enclosed toilet paper dispenser and new accessories provided by the owner.
- ☞ Install (1) new metal baked enamel toilet partition the color to be selected by the owner.
- ☞ Prepare the concrete floor for the new epoxy floor covering.
- ☞ Install ArmorSeal Heavy Duty 2-Part Epoxy Floor Coating.
- ☞ The wall and floor colors will be selected by the owner.

\*Note\* Interior pressure washing and toilet removal and re-installation to be provided by the owner.

**Our Price to be Time & Material Not to Exceed:** \$4,968.00

~~**Alternate 1:**~~

- ☞ PQC pressure wash the interior of the Restroom.

**Addition to our Price:** ~~— \$ 187.00 —~~

**Alternate 2:**

- ☞ PQC remove and re-install toilet.

**Addition to our Price:** \$ 250.00

**Alternate 3:**

- ☞ Remove the existing dead bolt, push/pull, exterior stainless steel kick plate from the door hollow metal door and salvage for reuse.
- ☞ Remove the existing door closer, hollow meta door and hinges and dispose of.
- ☞ Cut the rusted bottom of each hollow metal door jamb and dispose of.
- ☞ Weld new door jamb bottoms.
- ☞ Install (1) new hollow metal door, (1) new continuous hinge and (1) new door closer.
- ☞ Install the salvaged dead bolt, push/pull, exterior stainless steel kick plate.

**Addition to our Price:** \$1,334.00



**Philippi**  
Quality Construction

~~Alternate 4.~~

~~Install Solid Plastic toilet partitions in lieu of the metal baked enamel partitions.~~

~~**Addition to our Price:**~~

~~**\$ 511.00**~~

Services & Items included in this Proposal: Supervision, Toilet Partition Shop Drawings, Equipment & Tools, Lay-Out, Move Items in the Way of Construction, Clean Up, and Dumpsters.

*Feel free to contact us with any questions you may have.*

***We appreciate the opportunity to provide this proposal to you and if you have any other need of our services please feel free to contact us at any time.***

Thank you,

Philippi Quality Construction, Inc.  
Boyd Philippi, Jr.  
Boyd Philippi, Jr., President



# Philippi

Quality Construction

City of Manitowoc  
Department of Infrastructure  
3330 Custer Street  
Manitowoc, WI 54220

26 March 2021  
Proposal 3048-2

Re: Red Arrow Park  
1931 S 9<sup>th</sup> Street  
Manitowoc, WI 54220

Attn: Brock Wetenkamp / Parks Planner

***"Park Shelter Women's Restroom – Paint Walls, Ceiling, and Concrete Floor."***

**We Propose to Furnish & Install:**

- ☞ Remove the existing dated toilet paper holders and dispose of.
- ☞ Remove the existing toilet partitions and dispose of.
- ☞ Remove the existing Toilet Room accessories as required for painting and salvage for reuse.
- ☞ Repair walls and ceiling as required to a paint ready condition.
- ☞ Paint the walls and ceiling with the paint color to be selected by the owner.
- ☞ Install the salvaged Toilet Room accessories and new accessories provided by the owner.
- ☞ Remove the existing door signage from the door and repair the hollow metal door and frame as required.
- ☞ Prime and paint the door with the paint color to be selected by the owner.
- ☞ Install new door signage as required.
- ☞ Prepare the concrete floor for the new epoxy floor covering.
- ☞ Install ArmorSeal Heavy Duty 2-Part Epoxy Floor Coating.
- ☞ The wall and floor colors will be selected by the owner.

\*Note\* \* Interior pressure washing and toilet removal and re-installation to be provided by the owner.

**Our Price to be Time & Material Not to Exceed:** \$4,120.00

~~**Alternate 1:**~~

- ☞ PQC pressure wash the interior of the Restroom.

**Addition to our Price:** ~~-\$ 187.00~~

**Alternate 2:**

- ☞ PQC remove and re-install toilet.

**Addition to our Price:** \$ 500.00

**Alternate 3:**

- ☞ Install (2) new metal baked enamel toilet partitions the color to be selected by the owner.

**Addition to our Price:** \$1,160.00

~~**Alternate 4:**~~

- ☞ Install (2) new Solid Plastic toilet partitions with the color to be selected by the owner.

**Addition to our Price:** ~~-\$ 1,593.00~~



# Philippi

Quality Construction

Services & Items included in this Proposal: Supervision, Toilet Partition Shop Drawings, Equipment & Tools, Lay-Out, Move Items in the Way of Construction, Clean Up, and Dumpsters.

*Feel free to contact us with any questions you may have.*

***We appreciate the opportunity to provide this proposal to you and if you have any other need of our services please feel free to contact us at any time.***

Thank you,

Philippi Quality Construction, Inc.  
Boyd Philippi, Jr.  
Boyd Philippi, Jr., President