

# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)



June 28, 2019

19-0772  
**CONSENT**

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-19-14 Contract with Hubbart Electric, Inc.

Dear Mayor and Common Council:

At the June 27, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Hubbart Electric, Inc. for new lighting for walkway monuments, flag poles, cannon and future areas at Red Arrow Park, AGMT-19-14, for a contract price of \$9,376.00.

“Moved by Alderperson Jim Brey, seconded by Alderperson Mike Williams, and unanimously carried to enter into the contract. Ayes, 7. Nays, none.”

Very Truly Yours,

MACKENZIE REED-KADOW  
Acting 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](mailto:dneuser@manitowoc.org)

CONTRACT

AGMT- 19-14

This contract is made and entered into this 28 day of June, 2019, by and between Hubbartt Electric, Inc., as stated throughout contract (hereinafter "Contractor"), located at 1334 S. 15th Street, 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**, Hubbartt Electric, Inc., located at 1334 S. 15th Street, Manitowoc, WI 54220 intends to install new lighting for the Veterans Memorial and new walkway at Red Arrow Park, 1931 South 9<sup>th</sup> Street, Manitowoc, WI, as outlined in Hubbartt Electric, Inc. Proposal "Exhibit A".

**WHEREAS**, Hubbartt Electric, Inc. has the ability to provide materials and labor for electrical work at 1931 South 9<sup>th</sup> Street, Red Arrow Park, 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 \$10,876.00, in which, Hubbartt Electric, Inc. is donating \$1,500 toward electrical. The total project cost is \$9,376.00.
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 1, 2019.
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 Statues 62.15, a Class I Notice had been executed and published for this work on June 24, 2019.
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 Contact with ten (10) days written notice to the other party.

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:** Hubbart Electric, Inc.  
1334 S. 15th Street  
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.

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.
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]





"Exhibit A"

19-14

## ***Hubbatt Electric Inc.***

1334 S. 15th  
Manitowoc, WI 54220

[jhubbatt@hubbartelectric.com](mailto:jhubbatt@hubbartelectric.com)

Phone: 920-686-1180  
Fax: 920-686-1181  
Cell: 920-973-5770

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11/6/18

Chad Scheinoha  
City Of Manitowoc  
Manitowoc, WI 54220

Re: Lighting at Red Arrow Park

Per your request I have the following proposal for installing new lighting for the Veterans memorial located in Manitowoc, WI 54220.

Hubbatt Electric Inc. shall install and supply the following

- Trench 450 feet of 1" PVC to new LED lighting.
- Install spare conduit for future monument area.
- Install (4) in ground LED well lights for monument.
- Install (6) in ground LED well lights for flag poles. (one for each flag)
- Install (1) 15' pole to light cannon.
- Install pole base flush with existing concrete.
- Install (2) 20 watt LED area lights on pole for cannon.
- Install on dusk to dawn photo controls.

Hubbatt Electric Inc. shall install and supply all materials for electrical work to be done.  
The following price includes all labor, material and permits.

The following price shall be \$10,876.00

Hubbatt Electric Inc. will donate \$1,500.00 toward the electrical.

Total project price shall be 9,376.00

Thank you  
Hubbatt Electric Inc.

Jason Hubbatt  
President  
Estimator

▪ Industrial ▪ Commercial ▪ Residential ▪



**TECHLIGHT**

**FEATURES & SPECIFICATIONS**

**APPLICATION** – The Genesis Gen2 line of LED Landscape Burial Lights are the most versatile LED fixtures on the market today. Various beam spreads and wattages allow for a customized finish to any property. The high end residential grade system was designed for 120V operation residential applications.

**CONSTRUCTION** – The housing is made of compression molded fiber reinforced polyester composite. The color impregnated SR2 composite will not flake or peel. The LED light source is housed within an aluminum LED body with heat dissipating fins. An anti-siphon chamber is molded into the housing to keep internal electrical components from coming into contact with ground water. Multiple ring/guard assemblies are available for a customized finish.

**OPTICAL SYSTEM** – Techlight's proprietary OpticapSystem™ utilizes interchangeable optical lenses & reflectors to increase fixture lumen output efficiency. The system is provided with a high performance convex lenticular prismatic flood or a plano-convex spot optical lens. The flood & spot optical lenses are molded from low iron tempered glass. A 96% reflective UV stabilized injection molded reflector is included with each system. Optics can be tilted +/- 15°. A variety of glass color filters are available to meet the designers specific color control needs. The composite guard rotates 360° for glare control.

**ELECTRICAL SYSTEM** – **NOTE: A Techlight Surge Protector must be incorporated into the LED system at the beginning of each circuit as a minimum. Failure to do so will void the system warranty.** Fixture operates at 120V input voltage. Nominal open circuit current .08 amps. A 9 watt LED source provides approximately 565 (CW) Lumens of light. System is compatible with the use of a rotary TRIAC Dimmer.

**MOUNTING** – Fixtures are designed to be in-ground burial lights and should be installed according to the installation instructions made available by Techlight. Proper drainage and substrate must be provided for water to flow freely through the well sleeve. A 3/4" conduit entry is supplied into the anti-siphon chamber of the housing. Concrete pour kits available (see Accessories).

**LISTINGS** – ETL listed for wet locations (IP67). Meets US and Canadian safety standards. -40°C to 40°C ambient operation.

Catalog Number	
Project	Type



Genesis Gen2 120V Small LED Burial Light

**TDB2W SERIES**

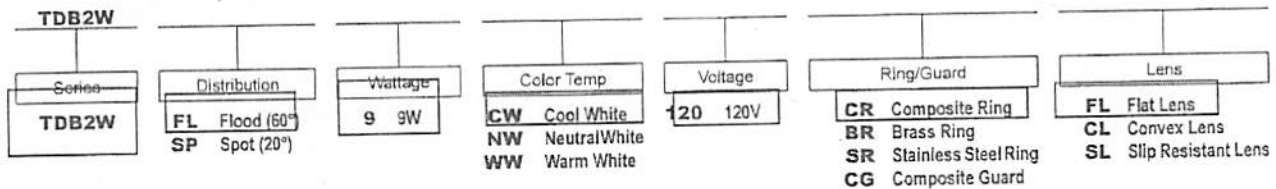


Series	Housing Height	Diameter
TDB2W	11.33"	6.6"

**ORDERING INFORMATION**

Choose the bold face options for the appropriate luminaire configuration for your application and enter on the line above each fixture attribute. Accessories may be factory installed, depending on the particular accessory chosen, but still be ordered as a separate line item.

Example: **TDB2W FL 9 NW 120 CR CL**



Accessories (Order as separate line items)

- BSP3-277-LC1** 10kV Surge Protector
- PK2** Concrete Pour Kit
- TDB2AFD** TDB2W Anti Floatation Device

NOTES

1 A Techlight Surge Protector must be incorporated into the LED system at the beginning of each circuit as a minimum. Failure to do so will void the system warranty.



# TDB2W Genesis Gen2 120V Small LED Burial Light

## PERFORMANCE

Fixture	Color Temp	30W Lumen Output	
		FL	SP
TDB2W	CW (5900K)	546	639
	NW (4000K)	516	603
	WW (3000K)	478	558

\*Delivered lumens shown do not include light loss due to the fixture grill or lens.

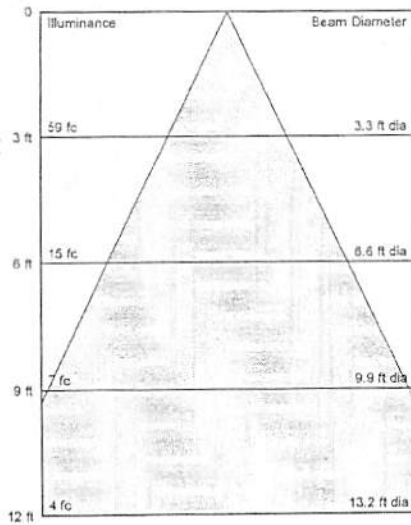
### ILLUMINANCE CONE DIAGRAM

TDB2WFL9CW120

Flood Optic

9W TDB2W LED

Color Temperature: 5,900 K



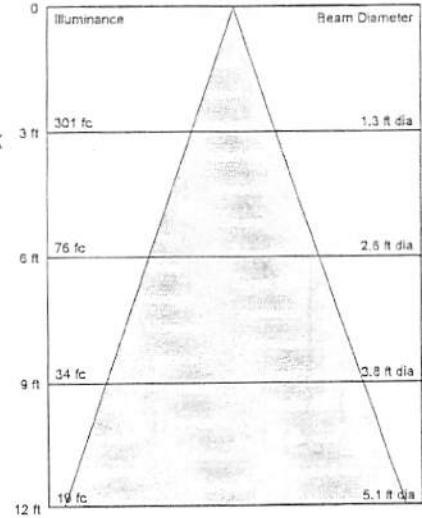
### ILLUMINANCE CONE DIAGRAM

TDB2WSP9CW120

Spot Optic

9W TDB2W LED

Color Temperature: 5,900 K



## FIXTURE TRIM OPTIONS

Composite Ring



Brass ring



Stainless Steel Ring



Composite Guard



Flat Lens



Convex Lens



Slip Resistant Lens



# TDB2W Genesis Gen2 120V Small LED Burial Light

## ADDITIONAL FIXTURE ACCESSORIES

**PK2**  
Concrete Pour Kit



**TDB2AFD**  
TDB2W Anti Floatation Device



**BSP3-277-LC<sup>1</sup>**  
18kV Surge Protector



**PSJ183**  
18 Gauge Lead Wire (Color Coded)



**GS2CAPSPOPTREFL**  
20° Spot OpticapSystem™  
Field Installable Spot Optic



Change the optic on the job by simply swapping the OpticapSystem™ on any fixture.

**TLHB800RCH**  
Digital Timer



**LEDLFG120LENS**  
Green Glass Lens Filter (each)



**LEDLB120LENS**  
Blue Glass Lens Filter (each)



**GS2CAPCVXFLDREFL**  
60° Flood OpticapSystem™  
Field Installable Flood Optic



Change the optic on the job by simply swapping the OpticapSystem™ on any fixture.

**WARNING:** The driver assembly is wired and programmed specific to the unit configuration ordered. Any attempt to modify this unit will void the warranty.

### NOTES

- 1 A Techlight Surge Protector must be incorporated into the LED system at the beginning of each circuit as a minimum. Failure to do so will void the system warranty.



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Dallas, TX, 75229  
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