

Public
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6-20-16

16-0572

CONTRACT

This contract is made and entered into this 15th day of June, 2016, by and between Vinton Construction Company (hereinafter "Contractor"), located at 2705 N. Rapids Road, 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, Vinton Construction Company located at 2705 N. Rapids Road, Manitowoc, WI 54220 intends to install a new 6 Inch Sanitary Building Sewer (Lateral) for 4025 Viebahn Street as outlined in "Exhibit A", Contractor's Proposal, "Exhibit B" City's Specifications, and "Exhibit C" City's Plan Sheet.

WHEREAS, Vinton Construction Company has the ability to perform the sanitary building sewer work needed on Viebahn Street.

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", "Exhibit B" and "Exhibit C" and they are 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 **\$18,703.00**.
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 26, 2016**.
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.

7. 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.
8. 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.
9. 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.
10. 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).
11. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work.
12. 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.
13. 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 or indirectly 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, r agents.
14. 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.

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:
Vinton Construction Company
2705 N. Rapids Road
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 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.
26. 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.

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EXHIBIT "A"

PROPOSAL

FOR

2016 SANITARY BUILDING SEWER (LATERAL) CONSTRUCTION

CITY OF MANITOWOC CONTRACT NO. QUOTE

Note: Bidder must fill in schedule of prices for all items of work.

ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
Sanitary Building Sewer (Lateral) Construction 4025 Viebahn Street (CTH "CL")					
1.	Mobilization	LS	1	4263 ⁰⁰	4263 ⁰⁰
2.	Traffic Control	LS	1	600 ⁰⁰	600 ⁰⁰
3.	Ditch Checks	EA	2	150 ⁰⁰	300 ⁰⁰
4.	Furnish and Install 6" PVC Pipe (SDR-26) Sanitary Building Sewer (Lateral)	LF	45	110 ⁰⁰	4950 ⁰⁰
5.	Directional Bore 6" Cert-a-Flo PVC Pipe (SDR-21)	LF	40	142 ⁰⁰	5680 ⁰⁰
6.	Furnish & Install 6" PVC Inside Drop (SDR-26)	VF	7.5	184 ⁰⁰	1380.00
7.	3" Pulverized Topsoil, Fertilizer & Seed (Seed Mixture No. 40 @ 7#/1,000 SF)	SY	90	12 ⁰⁰	1080.00
8.	Erosion Mat Class 1, Urban, Type A	SY	90	5.00	450.00
TOTAL FOR 4025 VIEBAHN STREET				\$ 18703⁰⁰	

Contractor: Vinton Construction Co.

Printed Name: Ronald J. Raboine

Signature: 

Date: 6-8-16

EXHIBIT "B"

Rev. 5/26/16

By: G.J.M.

SPECIFICATIONS FOR SANITARY BUILDING SEWER (LATERAL)

AT 4025 VIEBAHN STREET (C.T.H. "CL")

1. All work shall be completed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction. The Standard Specifications can be found on the City's website at www.manitowoc.org and then go to Departments/Engineering/Standard Specifications.
2. The Contractor shall be required to enter into a Contract with the City of Manitowoc for this work. It is anticipated that this Contract would be approved at the June 20, 2016 Common Council Meeting. The Contractor shall be permitted to start construction after the City has signed the contract.
3. All work shall be completed on or before August 26, 2016.
4. The City of Manitowoc shall obtain a Utility Permit from the Manitowoc County Highway Department for the work in the Right-of-Way (ROW) of Viebahn Street.
5. The Contractor shall furnish and install all of the necessary traffic control devices for protecting the work site and all advanced warning signage on Viebahn Street.
6. The Contractor shall construct a new six (6") inch sanitary building sewer (lateral) for 4025 Viebahn Street as shown on the plans and as directed by the Engineer.
7. The new 6 inch sanitary building sewer (lateral) for 4025 Viebahn Street shall be connected to existing manhole #33-16 which is located at approximately Station 59+18/50' North of the centerline. The Contractor shall be required to core and install an approved flexible manhole connection (rubber boot) on existing sanitary manhole at the specified elevation for the new 6" sanitary lateral being installed. Costs associated with coring and installation of the rubber boot shall be included in the unit price bid for "Furnish & Install 6" PVC Pipe (SDR-35) Sanitary Building Sewer (Lateral)".
8. The new sanitary building sewer (lateral) for 4025 Viebahn Street shall be constructed from manhole #33-16 to the existing Right-of-Way (ROW) line, which is estimated to be a total of 85 feet. Approximately 40 feet of the lateral shall be directionally bored under the existing asphalt pavement. The directionally bored pipe shall be a Certa-Flo PVC Gravity Sewer Pipe (SDR-21) manufactured by North American Pipe or an approved equal. The remainder of the lateral pipe outside of the roadway shall be 6 inch PVC (SDR-26) pipe.
9. The sanitary building sewer (lateral) for 4025 Viebahn Street shall discharge into existing manhole #33-16 using an inside drop pipe. The Contractor shall construct a 6" PVC

(SDR-26) drop inside of Sanitary Manhole 33-16 in conjunction with the new 6" sanitary lateral being installed to the south. The Contractor shall install a manufactured 6" inside drop bowl and stainless steel adjustable pipe bracket for every 6 feet of vertical pipe being placed. The inside drop bowl and brackets shall conform to products manufactured by RELINER/Duran Inc. and be installed as directed by the manufacturer. The Contractor shall install an elbow at the bottom of the 6" PVC pipe which directs the flow into the existing sewer trough to prevent the flow accumulating on the bench of the manhole. Costs associated with furnishing and installing all items to construct the inside drop shall be include in the unit price bid item "Furnish & Install 6" PVC Inside Drop". There is a sheet at the end of these specifications giving more information about the Reliner Inside Drop System.

10. The sewer pipe shall be bedded in conformance with Form #406 of the Standard Specifications.
11. The Contractor shall compact the backfill material in "two (2') foot lifts" to assure good compaction, so that the pavement does not settle.
12. The Contractor shall furnish and install tracer wire along the new sanitary building sewer pipe in accordance with the City's Standard Specifications. All costs for the tracer wire shall be included in the bid item for the 6 inch sanitary building sewer pipe.
13. The Contractor shall restore all disturbed lawn/ditch areas with 3 inches of pulverized topsoil, fertilizer and seed. The seed mixture shall be in compliance with D.O.T. No. 40 mix. The seed shall be applied at a rate of 7 pounds per 1,000 square feet.
14. The Contractor shall furnish and install erosion mat over all seeded areas. The Erosion Mat shall be Class 1, Urban, Type A.