



# CITY OF MANITOWOC

WISCONSIN, USA  
www.manitowoc.org



April 26, 2018

18-0439

**CONSENT**

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-18-07 Contract with Schaus Roofing & Mechanical Contractors

Dear Mayor and Common Council:

At the April 25, 2018 Board of Public Works meeting, the Board met to approve entering into a contract with Schaus Roofing and Mechanical Contractors for Department of Public Works Exhaust System Renovation, AGMT-18-07, for a contract sum of \$22,337.00.

“Moved by City Attorney Kathleen McDaniel, seconded by Engineering Division Manager Greg Minikel, and unanimously carried to enter into the contract. Ayes, 5. Nays, none.”

Very Truly Yours,

DEBORAH NEUSER  
Secretary Board of Public Works



CONTRACT

This contract is made and entered into this 25 day of April, 2018, by and between Schaus Roofing & Mechanical Contractors, Inc. (hereinafter "Contractor"), located at 2901 Calumet Avenue, Manitowoc, Wisconsin 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

## RECITALS

**WHEREAS**, Schaus Roofing & Mechanical Contractors, Inc. located at 2901 Calumet Avenue, Manitowoc, Wisconsin 54220 will provide Department of Public Works (DPW) Exhaust System Renovation at DPW (2655 South 35<sup>th</sup> Street), Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Schaus Roofing Proposal.

**WHEREAS**, Schaus Roofing & Mechanical Contractors, Inc. has the ability to Clean, commission and repair building exhaust equipment in the DPW Vehicle Storage Building and Repair Garage, which includes addition of controls to maintain air quality, 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 \$22,337.00.
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 **60 days from Notice to Proceed**.
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 April 23, 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:** Schaus Roofing &  
Mechanical Contractors, Inc.  
2901 Calumet Ave  
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**

Schaus Roofing & Mechanical Contractors, Inc.  
Name of Corporation  
By: \_\_\_\_\_ (Seal)  
President - Jerry Schaus  
Attest: \_\_\_\_\_  
Secretary - Tom Schaus

CORPORATE SEAL

**CITY OF MANITOWOC**

By: \_\_\_\_\_  
Justin M. Nickels, Mayor  
Attest: \_\_\_\_\_  
Deborah Neuser, City Clerk

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this 25 day of April, 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 Reed-Kadow  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 8/15/21.

STATE OF WISCONSIN )  
MANITOWOC COUNTY )

Personally came before me, this 25 day of April, 2018, the above named Jerry Schaus for Schaus Roofing & Mechanical Contractors, Inc. for Schaus Roofing & Mechanical Contractors, Inc. and acknowledge they executed the foregoing instrument.



\_\_\_\_\_  
Mary J. Lentje  
Notary Public, Manitowoc County, WI  
My commission (expires)(is) 2-2-2020



- Since 1926 -

2801 CALUMET AVE. PHONE (920) 884-5889 or 1-800-472-4207 MANITOWOC, WI 54220

December 14, 2017

City of Manitowoc  
ATTN: Jim Muenzenmeyer  
900 Quay Street  
Manitowoc, WI 54220

Dear Jim,

Recently we have completed a survey of the HVAC equipment at the city shops for both the city fleet and bus fleet areas. As discussed this week, the city truck storage area and the repair area have existing ventilation systems that meet current code requirements. These systems are in good condition and are in need of some maintenance, repairs and upgrades. The bus garage repair area, bus parking area and the bus wash bay area each have their own systems which currently do not meet code requirements. These systems could be adapted but there are numerous repairs and upgrades that would need to be done. The equipment is also approximately 21 years old and the life cycle on these units is approximately 15-17 years. With a summarization of our findings the decision was made to replace the existing systems in the three bus areas to meet the current code requirements. We will be sending these bids for these three bays in the near future. Below is the estimate for the two bays which can be upgraded.

**CITY TRUCK PARKING BAY**

This bay is approximately 31,000 sq. ft. with two direct fired Weatherite makeup air units. One system is functioning now and the other can be repaired. Each of the makeup air units will require getting the burners cleaned, blowers cleaned, removal of the filters and the burner's setup. One of the units requires a new freeze thermostat. One of the units has a timeclock, which is mechanical, and the other unit has no timeclock and the wiring has been tampered with and currently does not allow it to function. We figured the installation of two new digital timeclocks and all of the low voltage wiring. Along with the timeclocks the existing control panels have override switches to allow the units to energize manually. There are some repairs required on the insulation on the inlet ducts which we have included.

Each of the existing PRV's requires belt replacement. Each of the fans will be cleaned and verify that the interlock systems are working with the makeup airs.

Price for the above described work.....\$6,028.00

Option for truck parking bay

We are providing an option to also add CO/NO detectors throughout this large bay. This requires a total of (8) systems to be installed throughout the area. These systems will be wired into the makeup air controls all in low voltage wiring. These would allow the timeclocks to run only during heavy periods of traffic and the rest of the time the area is occupied the systems could be shut down and energized by these detectors if required. These systems are very typical of what we have been installing in the large areas.

Price in addition to base bid .....\$9,769.00

TRUCK MAINTENANCE SHOP

This bay is approximately 8,100 sq. ft. and presently has one Weatherite direct fired makeup air and one exhaust system tied in with the makeup air unit. There is also two fans in the roof for summer ventilation and one small vehicle exhaust system. Presently this makeup air does meet the code requirements for the area. What we have included at this time is the installation of one new digital timeclock and low voltage wiring. The makeup air unit will require getting the burner cleaned, blower cleaned, removal of the filters and the burner setup. The existing power roof ventilator will require belt replacement, cleaning and service. The duct insulation will be repaired. There is also some vibration in this unit which will be addressed.

Price for the above described work.....\$2,994.00

Option for truck maintenance shop

We are providing a cost for CO/NO detection in this bay. This will require two systems to be installed in the area. These systems will be wired into the makeup air controls all in low voltage wiring. These would allow the timeclock to run only during heavy periods of traffic and the rest of the time the area is occupied the system could be shut down and energized by these detectors if required. These systems are very typical of what we have been installing in the large areas.

Price in addition to base bid .....\$3,546.00

NOTE: There may be a few hours required from your electrician for these repairs/upgrades that are not included in our cost.

Respectfully Submitted,  
SCHAUS ROOFING & MECHANICAL  
CONTRACTORS, INC.

Jerry Schaus  
JS/krk

