

CONTRACT

This contract is made and entered into this 30th day of June, 2021, by and between Hamann Construction Company (hereinafter "Contractor"), located at 4613 Custer Street, P.O. Box 245, Manitowoc, WI 54221-0245 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Hamann Construction Company located at 4613 Custer Street, P.O. Box 245, Manitowoc, WI 54221-0245, intends to furnish labor, material, and equipment to complete window replacement and tuck pointing at Lincoln Park Fieldhouse. as outlined in "Exhibit A", Hamann Construction Company Proposal.

WHEREAS, Hamann Construction Company has the ability to perform the required work needed for the Lincoln Park Fieldhouse demolition/deconstruction, masonry, window replacement and tuck pointing.

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 **\$11,162.00**.
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, 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.

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 on June 21, 2021.
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 Contact 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:
Hamann Construction
P.O. Box 245
4613 Custer Street
Manitowoc, WI 54221-0245

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.

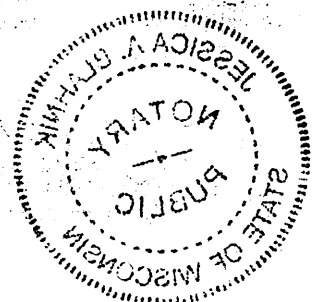
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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HAMANN

CONSTRUCTION COMPANY

4613 CUSTER ST.
P.O. BOX 245
MANITOWOC, WI 54221-0245
PHONE (920) 682-8282
FAX (920) 683-3459

May 24, 2021

City of Manitowoc
ATTN: Jeremy Walvoord
900 Quay Street
Manitowoc, WI 54220

RE: Lincoln Park Fieldhouse – Window Replacement & Tuck Pointing

Dear Mr. Walvoord,

Thank you for the opportunity to bid the window replacement project. We propose to furnish labor, material, and equipment to complete the following work:

- Selective Demolition and Deconstruction
 - Remove the existing screens and windows sashes – (1) kitchen room window
 - Interior and exterior window frame and trim/casing will remain
 - Hamann will inspect wall and framing prior to installing new windows; damage or rotten members will be communicated to owner
- Masonry
 - Grind out – loose and damaged mortar around window
 - Tuck-point new mortar around perimeter of window
 - Inspect and replace additional wall mortar joints as needed (4 hours)
- Window
 - Install one (1) Thermo-Tech Single-Hung Pocket Window in the kitchen room
 - Insulate with batt insulation and backer-rod as needed around the window perimeters
 - Caulk perimeter of both windows for weather-sealing
- Clarifications
 - New windows to match existing replacement windows



GENERAL AND DESIGN-BUILD CONTRACTORS

City of Manitowoc
May 24, 2021
Page 2 of 2

- Existing brick moulding and interior casing trim will remain
- Specifications of windows will be provided upon request
- Windows have a six (6) week lead time

- Total: \$4,848.00

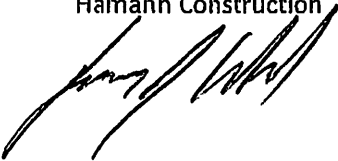
- Exclusions
 - Permits
 - Design/Architectural Service
 - Hazardous Material Testing/Abatement

Respectfully Submitted,

Todd J. Wagner

Todd Wagner

Hamann Construction



6-15-2021

PROPOSAL



4613 CUSTER STREET
P.O. BOX 245
MANITOWOC, WI 54221-0245
PHONE: 920-682-8282
FAX: 920-683-3459
www.hamann.com

TO: City of Manitowoc
ATTN: Jeremy Walvoord
900 Quay Street
Manitowoc, WI 54220

DATE 5/24/21
PROJECT Lincoln Park - Tuck Pointing
LOCATION Lincoln Park Fieldhouse - South Wall

We propose to furnish labor, material and equipment to complete the following work:
Remove the loose, cracked and damaged mortar joints located in the south (east) wall - large stairwell wall.
Provide and install new mortar and tuck pointing.
Work will be completed on the interior and exterior.
New mortar will match existing as close as possible in color and texture.

All of the above work to be completed in a substantial and workmanlike manner.
For the sum of Three Thousand Four Hundred Thirty-Six and 00/100 dollars \$ 3,436.00
Excluded: Permits, Brick/Masonry Units

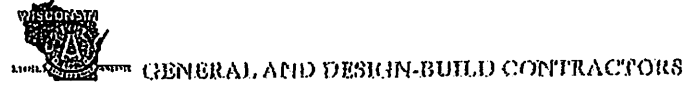
Terms: Net 30 days, with 1-1/2% finance charge per month on the unpaid balance.
Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
The Contractor agrees to carry Workmen's Compensation and Public Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the state in which this work is performed.
We reserve the right to withdraw this proposal if not accepted within 30 days.

Respectfully submitted,
Hamann Construction Company
By Todd Wagner

ACCEPTANCE

You are hereby authorized to furnish all labor, material and equipment required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.
Date 6-15-2021

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, HAMANN CONSTRUCTION COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HAMANN CONSTRUCTION COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. HAMANN CONSTRUCTION COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.



PROPOSAL



4613 CUSTER STREET
P.O. BOX 245
MANITOWOC, WI 54221-0245
PHONE: 920-682-8282
FAX: 920-683-3459
www.hamann.com

TO: City of Manitowoc DATE 5/24/21
ATTN: Jeremy Walvoord PROJECT Lincoln Park - Tuck Pointing
900 Quay Street LOCATION Lincoln Park Fieldhouse - SW Small Wall
Manitowoc, WI 54220

We propose to furnish labor, material and equipment to complete the following work:
Remove the loose, cracked and damaged mortar joints located in the southwest wall (approximately 4' wide).
Provide and install new mortar and tuck pointing.
Work will be completed on the interior and exterior.
New mortar will match existing as close as possible in color and texture.

All of the above work to be completed in a substantial and workmanlike manner.
For the sum of Two Thousand Eight Hundred Seventy Eight and 00/100 dollars \$ 2,878.00
Excluded: Permits, Brick/Masonry Units

Terms: Net 30 days, with 1-1/2% finance charge per month on the unpaid balance.
Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
The Contractor agrees to carry Workmen's Compensation and Public Liability insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the state in which this work is performed.
We reserve the right to withdraw this proposal if not accepted within 30 days.

Respectfully submitted,
Hamann Construction Company
By Todd Wagner

ACCEPTANCE

You are hereby authorized to furnish all labor, material and equipment required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.
Date 6-15-2021

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GENERAL AND DESIGN-BUILD CONTRACTORS