

MEMORANDUM OF UNDERSTANDING

Construction of a 20-Foot Wide Section of Concrete Pavement on South 18th St. for Wisconsin Aluminum Foundry Company, Inc.

I. THE PARTIES

- 1.01 The City of Manitowoc, a Wisconsin municipal corporation, doing business at 900 Quay Street, Manitowoc, Wisconsin, 54220. (“City”).
- 1.02 Wisconsin Aluminum Foundry Company, Inc. (WAF), a Wisconsin Corporation, with a principal office located at 838 South 16th Street, Manitowoc, WI 54220.

II. THE RECITALS

WHEREAS,

- 2.01 The City owns and maintains the Right-of-Way (ROW) of South 18th Street as shown on the map labeled as Exhibit “A”.
- 2.02 WAF has identified the need to construct a 20-foot wide section of concrete pavement crossing South 18th Street approximately 110 feet north of Franklin Street in order to accommodate a very heavy fork lift truck/vehicle that will be moving chemicals for storage on a regular basis. The project will also include the construction of new concrete curb and gutter and new concrete driveway approaches.
- 2.03 The City will support WAF’s efforts to construct the 20-foot wide section of concrete pavement crossing South 18th Street subject to WAF meeting each of the various terms and conditions of this Agreement.

III. THE AGREEMENT

NOW, THEREFORE,

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The City shall allow WAF’s Contractor, Seiler Bros. Construction, to complete the necessary work within the ROW of South 18th Street at approximately 110 feet north of Franklin Street.

- 3.03 All work shall be in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.
- 3.04 The Contractor shall be responsible to call Diggers Hotline to mark existing utilities prior to starting construction.
- 3.05 The City shall inspect and document the construction work.
- 3.06 The Concrete Pavement shall be a minimum of 8 inches thick. All concrete shall be sealed with curing compound according to City Specifications. The City will allow the concrete pavement to have steel reinforcement as recommended by the Contractor and/or City.
- 3.07 The Contractor shall seal all concrete pavement joints and where the concrete pavement meets the asphalt pavement. The joints shall be sealed with hot poured elastic joint sealer.
- 3.08 The new concrete pavement shall be placed over 8 inches of breaker run stone material and 8 inches of crushed aggregate base course. If soil conditions warrant additional support, the City will also support the use of a geo-grid material or a non-woven geotextile fabric as recommended by the Contractor and/or City.
- 3.09 WAF's Contractor (Seiler Bros.) shall be responsible for obtaining a Right-of-Way (ROW) Excavation Permit for the construction project and for paying all permit fees. The Contractor shall be responsible for providing and paying for all traffic control.
- 3.10 The City shall allow South 18th Street – Clark to Franklin Street to be closed to through traffic for a period not to exceed 10 calendar days for the construction of the concrete pavement in the street.
- 3.11 WAF shall pay for any and all costs associated with this construction project.
- 3.12 WAF shall be responsible for future maintenance and/or replacement of this 20-foot wide section of concrete pavement and concrete curb and gutter if it deteriorates or fails prior to the reconstruction of the street by the City.
- 3.13 The terms of this Agreement may only be modified, waived or abandoned by written agreement signed by both parties.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any portion of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION CLAUSE

- 5.01 WAF agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused by WAF, its officers, officials, employees, agents or anyone for whose acts they may be liable.
- 5.02 The City agrees to indemnify, defend and hold harmless WAF and its officers, members and agents from and against any and all liability, loss, damage expense, costs (including attorney fees arising out of this Agreement), caused by the City, its officers, officials, employees, agents or anyone for whose acts it may be liable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 18th day of May, 2020.

Wisconsin Aluminum Foundry Company, Inc.

Attest:
Printed Name:

By:
Bob Braun
President

City of Manitowoc

Attest: _____
Printed Name: _____

By: _____
Justin M. Nickels, Mayor

Attest: _____
Printed Name: _____

By: _____
Deborah Neuser, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Steve Corbeille, Finance Director

Kathleen McDaniel, City Attorney