

**CONTRACT AGREEMENT
BETWEEN
THE CITY OF MANITOWOC
AND
JT ENGINEERING INC.**

**WASHINGTON ST (USH 151) & 21ST ST
SIGNAL REHABILITATION
MANITOWOC COUNTY**

This Contract Agreement is made and entered into this 29th day of October, 2021 by and between THE CITY OF MANITOWOC, hereinafter referred to as the OWNER, and JT Engineering, Inc. 1077 Centennial Centre Blvd., Hobart, WI 54155-8820, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that: (a) the CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services, (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work, and (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish design Services to the OWNER for the Project as described below.

CONSULTANT shall furnish the Basic Services as outlined in the attached scope of services if contract is executed by November 19, 2021 and shall be completed by July 1, 2023.

For all Basic Services, the OWNER agrees to compensate CONSULTANT a lump sum of \$27,963.31.

Section I – BASIC SERVICES

1.1 Basic Services

The services to be performed under this Contract include design documents for the signal rehabilitation improvements at the intersection of Washington Street and 21st Street in Manitowoc, WI. The services are identified in the attached scope of services commentary.

Section II – RESPONSIBILITIES

2.1 OWNER'S Responsibilities

- 2.1.1 Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2 Make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

Section III – TIME SCHEDULE

3.1 Authorization

Unless otherwise directed by the OWNER, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

Section IV – INVOICES AND PAYMENT

4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

4.2 Payment

4.2.1 The OWNER shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.

4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the OWNER within 30 days after receipt of the invoice provided by the CONSULTANT. The OWNER agrees to process the CONSULTANTS invoices promptly.

Section V – CHANGES

5.1 Written Authorization

THE OWNER or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

Section VI – DISPUTES

6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the OWNER and CONSULTANT arising out of or relating to this Contract or the breach of it, the OWNER and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by CONSULTANT. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Maniwoc, WI, unless CONSULTANT shall agree to another location. CONSULTANT and the OWNER agree that those disputes not settled by mediation will be decided by binding arbitration, unless CONSULTANT elects to have said Dispute resolved in a court of competent jurisdiction.

6.1.1 **Negotiation** Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

6.1.2 **Mediation** If negotiation is unsuccessful, a mutually acceptable third party (**Facilitator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the OWNER and CONSULTANT be unable to reach agreement on a Facilitator, either party may request a Circuit Judge Maniwoc Co., WI to appoint said Facilitator. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, one (1) face-to-face meeting shall be held within the sixty (60) day period beginning on the date of the Facilitator's engagement.

Following the meeting, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended or otherwise unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by binding arbitration upon the request of either party or in the alternative, by judicial adjudication, solely at the option of CONSULTANT.

Section VII – SUSPENSION OF WORK

7.1 Convenience of the OWNER

The OWNER may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANTS services for such period of time as the OWNER may determine to be appropriate for the convenience of the OWNER.

7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANTS services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

It is expressly understood and agreed that the OWNER may terminate this Contract at any time by giving the CONSULTANT 10 days written notice in writing either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the OWNER of CONSULTANTS invoices rendered for a period of 60 days or in the event the OWNER otherwise substantially fails to fulfill its obligations under this Contract.

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the OWNER, or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for the CONSULTANTS actual time spent on the work.

Section IX – INSURANCE

9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

9.2 Minimum Coverage

The minimum required coverage is the following:

9.2.1 Worker's Compensation and Employer's Liability Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

9.2.2 General Liability Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

9.2.3 Professional Liability Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

Section X – GENERAL PROVISIONS

10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the OWNER.

10.2 Indemnification

OWNER hereby agrees to indemnify, pay for defense, and hold CONSULTANT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the OWNER, its employees, agents and third parties who perform any of the services of OWNER hereunder, and anyone else for whose acts the OWNER is responsible under this contract.

JT hereby agrees to indemnify, pay for defense, and hold OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of JT, its employees, agents and third parties who perform any of the services of JT hereunder, and anyone else for whose acts as JT is responsible under this contract.

10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Contract. An address may only be changed by written notice.

10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

- 10.5.1** The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.
- 10.5.2** Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 10.5.3** All other federal, state and local laws and regulations or orders issued under such laws.

10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the OWNER and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the OWNER and CONSULTANT.

10.7 Execution Authority This Contract is a valid and authorized undertaking of the OWNER and CONSULTANT. The representatives of the OWNER and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

JT Engineering, Inc.
1077 Centennial Centre Blvd.
Hobart, WI 54155-8820

The City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

By: _____
Brian Chlopek, PE
Vice President

By: _____
Justin M. Nickels
Mayor

Date: _____

Date: _____

The City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

By: _____
Mackenzie Reed-Kadow
City Clerk

Date: _____