

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF  
RED ARROW PARK MEMORIAL MONUMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of <sup>April</sup>~~March~~, 2018, by and between Friends of Red Arrow Park, a 501(c)3 non-profit, non-stock organization, with its principal office located at 1113 North 8<sup>th</sup> Street, Manitowoc, Wisconsin, 54220, and the City of Manitowoc, a Wisconsin municipal corporation, located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Red Arrow Park is a City-owned park located at 1931 South 9<sup>th</sup> Street, Manitowoc, Wisconsin, consisting of 19.77 acres along the Lake Michigan shoreline; and

**WHEREAS**, Friends of Red Arrow Park is a non-profit organization whose mission is to facilitate construction of a veterans' memorial at Red Arrow Park over the western portion of Red Arrow Park currently used as a baseball diamond; and

**WHEREAS**, Friends of Red Arrow Park is working with several contractors of their selection to cause the memorial to be constructed; and

**WHEREAS**, the City wishes to authorize Friends of Red Arrow Park to construct a permanent veterans' memorial within Red Arrow Park to enhance the Park and honor the soldiers who have served in the Red Arrow Division and Brigade over the last 100 years.

**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 recitals above are deemed true and correct.
2. **Costs.** Friends of Red Arrow Park agrees to pay the contractors and subcontractors for their performance of construction-related work and to obtain lien waivers for both Friends of Red Arrow Park and the City. The City shall bear no responsibility for the contractor's payments.
3. **Ownership.** Friends of Red Arrow Park assumes ownership of the memorial until its construction is complete at which point the City will take ownership and bear the responsibility for insurance. Friends of Red Arrow Park will provide the City with as-builts and a total cost of the project for insurance purposes.
4. **Construction.** Friends of Red Arrow Park will coordinate construction with City staff to minimize delay and disruption of the normal activities and to prevent damage to existing City facilities and grounds during construction. No contractors

shall begin work without the approval of Director of Public Infrastructure, Daniel Koski, or his designee, Chad Scheinoha.

5. **Insurance and Bonding.** Prior to commencing work hereunder, any contractors hired on behalf of Friends of Red Arrow Park 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. All contractors shall include with the Certificate of Insurance an endorsement naming the City of Manitowoc as an additional insured. Friends of Red Arrow Park will forward all insurance certificates and endorsements that are not already on file at City Hall to the City prior to any contractors commencing work. Any members of the Friends of Red Arrow Park doing work shall sign a City Volunteer Waiver.
6. **Maintenance.** Once construction is completed, the City will be solely responsible for maintaining the memorial and surrounding grounds.
7. **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.
8. **Indemnification.** Friends of Red Arrow Park 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.
9. **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 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 30 day period, provided that the defaulting party has commenced to cure within the 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.
10. **Permits.** Friends of Red Arrow Park shall require all contractors to obtain required building permits.

11. **Termination.** Either party may terminate this Contact prior to the beginning of construction with ten days written notice to the other party. Friends of Red Arrow Park may not terminate this contract once installation has begun.
12. **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 if it is sent by certified mail or personally delivered to:

**Friends:**  
Edgar J. Hansen  
1113 North 8<sup>th</sup> Street  
Manitowoc, WI 54220

**CITY:**  
City of Manitowoc  
900 Quay Street  
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.

13. **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.
14. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
15. **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.
16. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
17. **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.
18. **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.
19. **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.

This agreement was drafted by Elizabeth Majerus, City of Manitowoc Staff Attorney

There is a large gap in the ability to handle both the non-linear and non-stochastic nature of the complex systems of modern society. If this is not addressed, the impact on all the people of the world will be severe. It is the responsibility of the engineering profession to develop the tools and techniques necessary to handle these complex systems. The engineering profession has a duty to the public to ensure that the tools and techniques developed are safe and effective. The engineering profession has a duty to the public to ensure that the tools and techniques developed are safe and effective. The engineering profession has a duty to the public to ensure that the tools and techniques developed are safe and effective.

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10. I believe that the above information is true and correct to the best of my knowledge and belief.

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the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 30 million, and the number of people 75 years of age or older is projected to increase from 10 million to 15 million (U.S. Census Bureau, 1997).

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W. J. ZIMMERMAN, JR. (PAID)

[illegible]

1. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:

1. The Commission has received information from the  
2. Ministry of Health, that the following persons  
3. have been identified as having been in contact with  
4. the patient, and are therefore being monitored for  
5. the development of symptoms of the disease.

( DISCONTINUED )

(7) (b)(1)(B) 31990-172-00

As a result, the interviewee was able to identify the following factors that influenced the decision to start a business:

1. *Chlorophyll* (green)  
 2. *Carotenoids* (yellow, orange, red)  
 3. *Xanthophylls* (yellow)

Yours for the development of a "National Institute for the Study of the Negro."

