

P.I.
6-19-17

CONTRACT

This contract is made and entered into this 12th day of June, 2017, by and between Vinton Construction Company (hereinafter "Contractor"), located at 2705 North Rapids Road, P.O. Box 1987, Manitowoc, WI 54221-1987 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Vinton Construction Company located at 2705 North Rapids Road, P.O. Box 1987, Manitowoc, WI 54220 intends to install new Storm Sewer Laterals for 1317 North 12th Street, 1302 Ahrens Street and 3815 W. Marshall Street as outlined in "Exhibit A", Vinton Construction's Proposal, "Exhibit B", City's Specifications, and "Exhibit C", City's Plan Sheet.

WHEREAS, Vinton Construction Company has the ability to perform the required storm sewer work needed on North 12th Street, Ahrens Street and W. Marshall Street:

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", "Exhibit B" and "Exhibit C" and they are 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 **\$23,984.40**.
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 29, 2017**.
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.
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 Contract 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:
Vinton Construction Company
P.O. Box 1987
2705 N. Rapids Road
Manitowoc, WI 54221-1987

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.

[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

Sole Proprietor or Partner (Seal)

Partner (Seal)

Partner (Seal)

CORPORATION

VINTON CONSTRUCTION COMPANY

Name of Corporation

By: _____ (Seal)
President James J. Maples

Attest: _____
Secretary Michael J. Maples
CORPORATE SEAL

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Attest: _____
Deborah Neuser, City Clerk

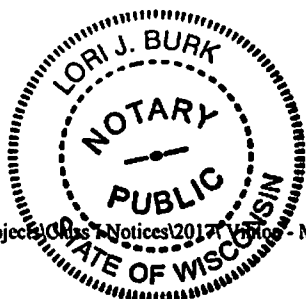
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, _____, the above named Justin M. Nickels and Deborah Neuser, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is) _____.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 12th day of June, 2017, the above named Mike Maples for Vinton Construction Company and acknowledge they executed the foregoing instrument.



Notary Public Manitowoc County, WI
My commission (expires)(is) 2-10-20

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"Exhibit A"



VINTON CONSTRUCTION COMPANY...Road Contractors

An Equal Opportunity Employer
P.O. Box 1987
2706 N. Rapids Road
Manitowoc, Wisconsin 54221-1987
Office 920-682-0376
Fax 920-682-2838

6/1/2017

Attn Greg Minkiel
City of Manitowoc

Per your request please find the requested pricing

ITEM	ITEM DESCRIPTION	UCM	QTY	UNIT \$	TOTAL
1317 NORTH 12TH STREET					
1.	Traffic Control	LS	1.00	\$998.00	\$998.00
2.	Furnish and Install 6" PVC Pipe (SDR-35) Storm Sewer	LF	30.00	\$73.40	\$2,202.00
3.	Storm Lateral Connection	EA	1.00	\$460.00	\$460.00
4.	30" Conc. Curb & Gutter (Rem. & Repl.)	LF	6.00	\$45.00	\$270.00
5.	6" Crushed Aggregate Base Course	SY	20.00	\$7.40	\$148.00
6.	7" Concrete Base Course (Rem. & Repl.)	SY	19.00	\$90.60	\$1,721.40
7.	2" HMA Pavement, Type 51F 58-283 (Rem. & Repl.)	SY	20.00	\$62.50	\$1,250.00
8.	3" Pulverized Topsoil & Sod (Rem. & Repl.), Including Watering	SY	3.00	\$100.00	\$300.00
9.	Sawing Pavement, Full Depth	LF	66.00	\$3.50	\$231.00
10.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	22.00	\$8.00	\$176.00
SUB-TOTAL FOR NORTH 12TH STREET					\$7,555.00
1302 AHRENS STREET					
11.	Traffic Control	LS	1.00	\$998.00	\$998.00
12.	Furnish and Install 6" PVC Pipe (SDR-35) Storm Sewer	LF	38.00	\$73.60	\$2,796.80
13.	6" Crushed Aggregate Base Course	SY	84.00	\$7.40	\$621.60
14.	30" Conc. Curb & Gutter (Rem. & Repl.)	LF	12.00	\$45.00	\$540.00
15.	7" Concrete Pavement (Rem. & Repl.)	SY	71.00	\$80.00	\$5,680.00
16.	6" Concrete Driveway (Rem. & Repl.)	SF	85.00	\$7.00	\$595.00
17.	Sawing Pavement, Full Depth	LF	74.00	\$3.50	\$259.00
18.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	25.00	\$8.00	\$200.00
19.	3" Pulverized Topsoil & Sod (Rem. & Repl.), Including Watering	SY	4.00	\$100.00	\$400.00
SUB-TOTAL FOR AHRENS STREET					\$12,090.40
3818 W. MARSHALL STREET					
20.	Traffic Control	LS	1.00	\$998.00	\$998.00
21.	Furnish and Install 6" PVC Pipe (SDR-35) Storm Sewer	LF	12.00	\$143.60	\$1,723.20
22.	6" Crushed Aggregate Base Course	SY	12.00	\$7.40	\$88.80
23.	7" Concrete Pavement w/Integral Curb (Rem. & Repl.)	SY	10.00	\$80.00	\$800.00
24.	30" Conc. Curb & Gutter (Rem. & Repl.)	LF	6.00	\$45.00	\$270.00
25.	3" Pulverized Topsoil & Sod (Rem. & Repl.), Including Water	SY	2.00	\$100.00	\$200.00
26.	Sawing Pavement, Full Depth	LF	42.00	\$3.50	\$147.00
27.	3/4" Epoxy Coated Tie Bars (Includes Drilling)	EA	14.00	\$8.00	\$112.00
SUB-TOTAL FOR W. MARSHALL STREET					\$4,339.00
GRAND TOTAL FOR CONTRACT					\$23,984.40

Vinton Construction
Ron Raboin

EXHIBIT "B"

Rev. 5/18/17
By: G.J.M.

SPECIFICATIONS FOR MINI-STORM SEWER WORK ON **NORTH 12TH, AHRENS & W. MARSHALL STREET**

1. All work shall be completed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction. The Standard Specifications can be found on the City's website at www.manitowoc.org and then go to Departments/Engineering/Standard Specifications.
2. The Contractor shall be required to enter into a Contract with the City of Manitowoc for this work. It is anticipated that this Contract would be approved at the June 19, 2017 Common Council Meeting. The Contractor shall be permitted to start construction after the City has signed the contract.
3. All work shall be completed on or before **September 29, 2017.**
4. The Contractor shall furnish all of the necessary traffic control devices for protecting the work site and any road or lane closures on N. 12th Street, Ahrens Street and W. Marshall Street.

The Contractor shall be permitted to close North 12th Street and Ahrens Street for one day for the installation of the storm sewer pipe. The Contractor shall maintain one lane of traffic in each direction at all times on North 12th and Ahrens Street during the pavement replacement work.

The Contractor shall maintain one lane of traffic in each direction at all times on W. Marshall Street.

5. The Contractor shall connect to the existing PVC pipe with saddle wyes. The wye or tee connections to the existing concrete pipe shall be by coring and installing a gasket.
6. The Contractor shall restore the disturbed pavement on North 12th Street with 6 inches of ¾ inch crushed aggregate base course, 7 inches of Concrete Base Course and 2 inches of H.M.A Pavement, Type 5LT 58-28S.
7. The Contractor shall restore the disturbed pavement on Ahrens Street and W. Marshall Street with 6 inches of ¾ inch crushed aggregate base course and 7 inches of Concrete Pavement.

"Exhibit C"

MADE AVE.

MADE ST.

MADE ST.

ARRENS ST.

ARRENS ST. & MADE ST. - NEW STORM SEWER

17-02-03

City of Houston, Texas
Department of Public Works
Engineering Division
17-02-03

