

Construction Contract
City of Waukesha – Lewis Sound, Incorporated
 Les Paul Performance Center Project

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Lewis Sound, Incorporated, 2325 Parklawn Drive, Suite N, Waukesha, Wisconsin 53186, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City requires the installation of sound and video equipment in connection with the rehabilitation and refurbishing of the Les Paul Performance Center in Cutler Park, and has determined that Contractor is qualified to perform the work. Contractor is willing to perform the construction work.

Now, therefore, the City and Contractor agree and contract as follows:

1. Contractor Work. Contractor shall perform the following:

- a. Provision of all labor, materials, tools and equipment required to install the following items in the Les Paul Performance Center, including required connectivity, mounting hardware, safety devices, accessories and shipping, all according to architectural plans, drawings and specifications provided by the City:

Audio Equipment

Item	Manufacturer	Part Number	Count
Two-Way Double 12" All-Weather Speaker	One Systems	212IM	2
18" High-Output Subwoofer	One Systems	118SUB-W	2
Qsys 250i Core Processor	QSC	Core 250i	1
Microphone Input Card	QSC	CIML4	2
4-Chanel Amplifier	QSC	CXD4.5Q	1
Touchscreen Controller	QSC	TSC-3	1
Handheld Wireless Microphone System	Sennheiser	ew335G3	2
Antenna Splitter Kit	Sennheiser	G30MNIKIT4	1
Rack-Mount CD Player w/ iPod Dock	Tascam	CD-200iL	1
Wall plate input/output devices			6
Network Switch			1
Rack/UPS/Patchbays/wire management, etc.			1

Video Equipment

Item	Manufacturer	Part Number	Count
108" x 192" Tensioned RP Screen	Da-Tex	99292	1
11,000 Lumen WUXGA, Single Chip	Barco	PJWU-101B	1
J Lens (1.56-1.86 :1)	Barco	R9832761	1
Rack Mount DVD Player w/ HDMI	Tascam	DV-DO1U	1
Flight Case for Projector & Lens			1
Wall Plate Output Device			1

- b. All components required to integrate the video and audio systems.

- c. Engineering, commissioning, testing and placing the audio and video systems in fully-workable condition.
 - d. Provision of training on the use of the systems to City personnel.
2. **Standards for Work.** Contractor shall perform the Work using new materials of good quality, in a workmanlike manner, and in accordance with accepted and customary practices in the industry. Contractor shall be responsible at its sole cost for obtaining all necessary permits, and for complying with all applicable codes and the requirements of the City. Contractor shall ensure that it will employ a sufficient number of workers skilled in their trades to perform the Work according to the terms of this Contract.
3. **Payment.** The City shall pay Contractor a total amount of Forty Thousand Six Hundred Seventy-Eight Dollars (\$40,678.00), one-half upon execution of this Contract, and the balance upon satisfactory completion of the Work in full compliance with all terms and conditions of this Contract, and the delivery of lien waivers from itself and all subcontractors and materials providers.
4. **Time.** Contractor shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than June 5, 2015, subject only to delays for circumstances beyond Contractor's control, provided Contractor recommences work promptly upon the cessation of delay circumstances.
5. **Other Contractors' Work.** Contractor acknowledges that other contractors will be present and working at the Work site, and that there may be conflicts. Contractor agrees that it will cooperate in good faith with other contractors to allow all contractors to complete their work in the most efficient manner possible.
6. **Changes.** This Contract can only be amended by the written mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Contractor, shall be effective unless done by the written mutual agreement of the Parties.
7. **Warranty.** Contractor warrants that its Work will conform to the terms of this Contract, and warrants its workmanship for a period of one year after completion of the Work. Contractor shall insure that all manufacturer warranties are transferred to the City.
8. **Insurance.** Contractor shall maintain insurance of the following kinds and for at least the following limits, at all times during the performance of the Work. Contractor shall obtain an endorsement making the City an additional insured and loss payee, and shall provide a certificate of such insurance to the City. All policies shall be from insurers licensed to issue such policies in Wisconsin.
 - a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Builders risk, to the value of the improvements to be created by the Work.
 - c. Excess liability umbrella, \$1,000,000.
 - d. Worker compensation, to statutory requirements.
9. **Assignment Prohibited.** This Contract, or the performance of the Work, may not be assigned by either Party without the written consent of the other.
10. **Subcontractors.** No subcontractors shall be engaged by Contractor.
11. **Payment of Claims.** Pursuant to Wis. Stats. §779.14(1e), Contractor shall pay all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed in the performance of the Work, and maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under this Contract.

12. **Direct Payments to Subcontractors.** Pursuant to Wis. Stats. §779.14(1m)(d)(2)a., the City may make direct payments to any subcontractors or pay Contractor with checks that are made payable to the Contractor and to one or more subcontractors.
13. **Performance Bond.** No performance bond shall be posted by the Contractor.
14. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Ron Grall
 City of Waukesha Dept of Parks Recreation & Forestry
 1900 Aviation Drive
 Waukesha WI 53188

To Contractor: Susan G. Lewis
 Lewis Sound, Incorporated
 2325 Parklawn Drive, Suite N
 Waukesha, Wisconsin 53186
15. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
16. **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of the Work.
17. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
18. **Corporate Authorization.** The individuals executing this Contract on behalf of the Parties represent that they are duly authorized to bind the Parties contractually. The Parties represent that the execution of this Contract is not prohibited by the Parties' articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order. The Parties shall provide proof upon request.
19. **Assistance of Counsel, Voluntary Contract.** The Parties acknowledge that they have either had the assistance of legal counsel in the review and execution of this Contract, or have voluntarily waived the opportunity to do so; that they have read and understand each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely, of their own volition, and not under conditions of duress.
20. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
21. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.

- 22. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- 23. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
- 24. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 25. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
- 26. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date:_____

 Attested by Gina L. Kozlik, City Clerk
 Date:_____

To certify that funds are provided for payment:

 Richard L. Abbott, Director of Finance
 Date:_____

Lewis Sound, Incorporated

 By Susan G. Lewis, Chief Executive Officer
 Date:_____