

**Electro Static Painting Services Contract
City of Waukesha-Electro-Glo of Wisconsin, Inc.**

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 **Electro-Glo of Wisconsin, Inc.**, 1320 Orchard Circle, Oconomowoc, Wisconsin, 53066, referred to as Contractor.

Recitals

The City desires to obtain electro static painting of certain light poles, flag poles and a pergola along the Riverwalk and has determined that the Contractor is qualified to perform such services. Contractor is willing to perform the services.

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

1. Contractor Obligations.

- a. The Riverwalk shall always remain open to pedestrian traffic.
- b. The contractor shall secure the work area during the day and must secure the site at the end of the work day. No storage of material is allowed in the Riverwalk area.
- c. Contractor shall catch all paint chips removed from metal structures and prevent all debris from entering the Fox River.
- d. Contractor shall provide electro static painting of the flag poles, light poles and the pergola as indicated on the attached Exhibit A to this contract. No benches in the Riverwalk area shall be painted by Contractor.
- e. Contractor shall substantially complete all services on or before October 25, 2019.
- f. Preparation; Product Specifications; Procedure; Construction Standards. The provisions of the Request for Quotations issued by the City and attached hereto as Exhibit B are incorporated herein, specifically paragraph 2., Nos. 8,9,10 and 16.

2. City Obligations.

- a. The City shall designate an area for the contractor and its employees to park.
- b. The City shall remove all banners from poles prior to Contractor's commencement of services.
- c. All services provided by Contractor shall be done under the direction of and subject to inspection by the Park, Recreation & Forestry Department, the City Engineering Department, or a duly authorized representative of the City.

3. Payment. The City shall pay contractor the sum of Twelve Thousand six hundred ninety Dollars (\$12,690) in one lump sum payment upon the completion of Contractor's obligations, no later than November 30, 2019.

4. No Discrimination. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, disability, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, disability, sex, or national origin. Such action shall include, but not limited to the

following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

5. **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this Contract.
6. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the performance of its obligations under this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
7. **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.
8. **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.
9. **Corporate Authorization.** The individuals executing this Contract on behalf of the Contractor represent that they are duly authorized to bind the Contractor contractually. Contractor represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order.
10. **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.
11. **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.
12. **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.

- 13. **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.
- 14. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all the Parties to this Contract.
- 15. **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.
- 16. **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.
- 17. **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: _____

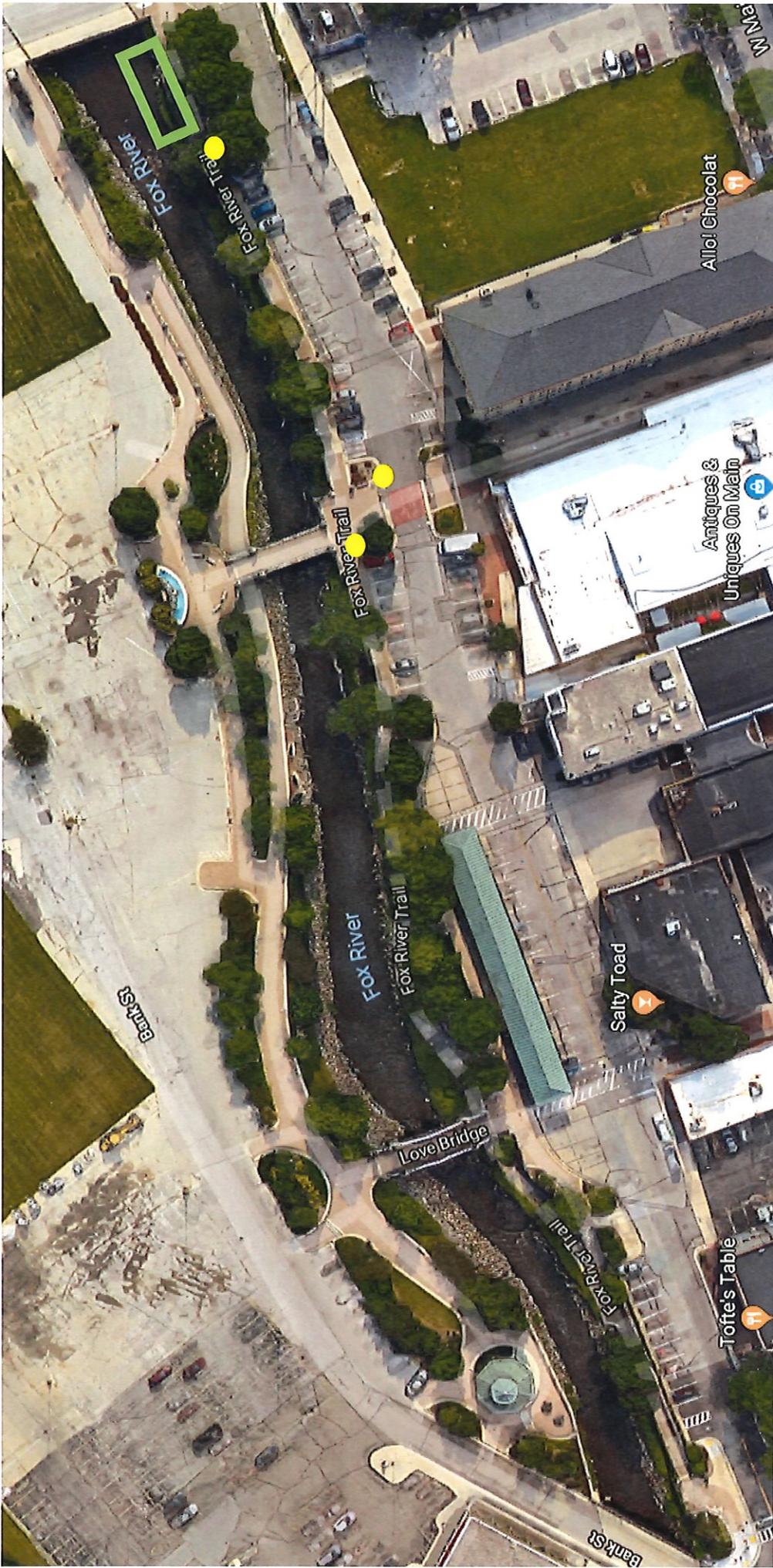
To certify that funds are provided for payment:

 Richard L. Abbott, Director of Finance
 Date: _____

Electro-Glo of Wisconsin, Inc.

 By Fred Dowling,
 Date: _____

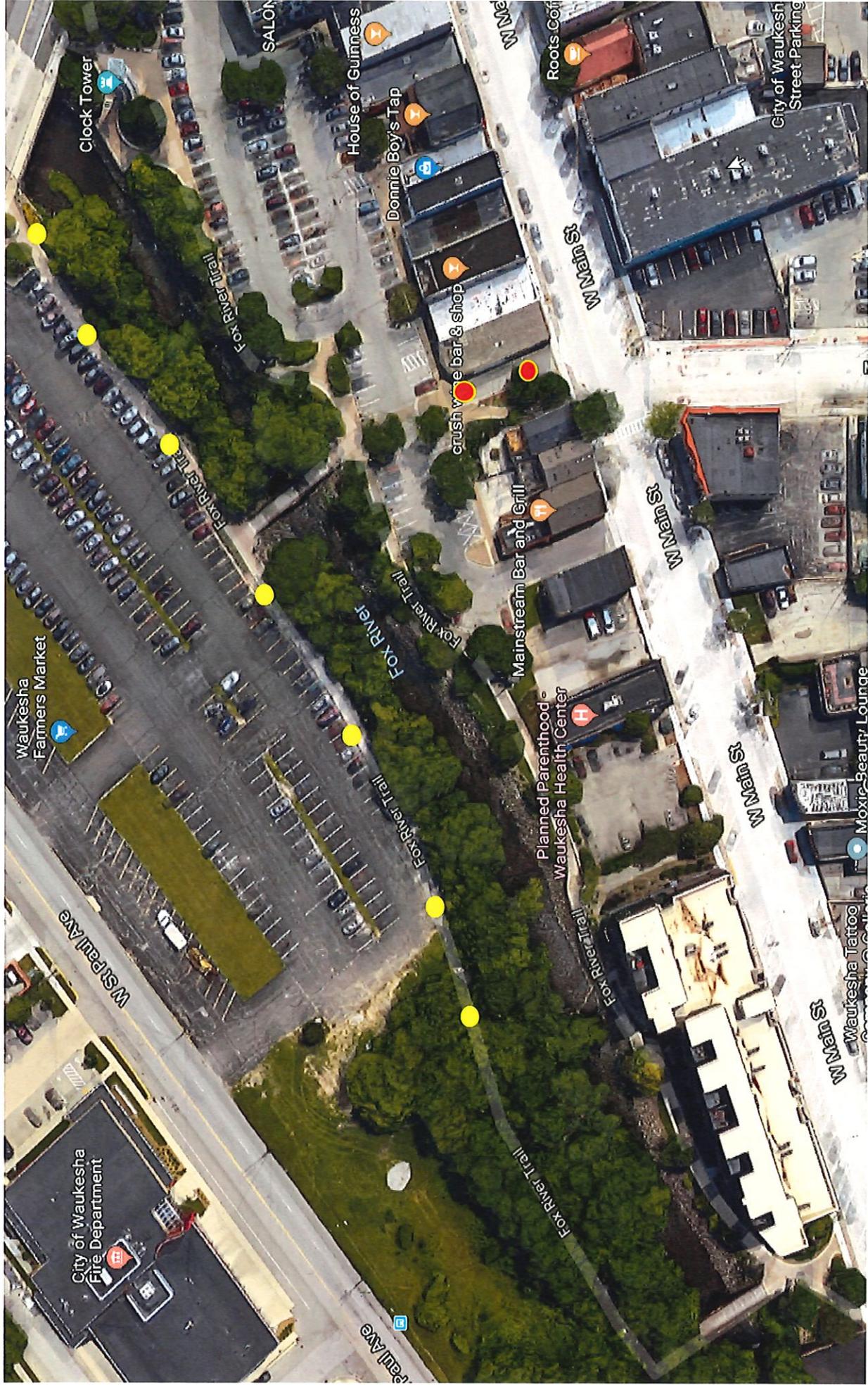
Exhibit A



--- Pergola

--- Light pole (3)

Exhibit B



● Flag Pole (2)

● Light Pole (7)