

**CITY OF KENOSHA
FIREWORK DISPLAYS
PROPOSAL NO. 02-19**

Issued: January 31, 2019

Proposals will be accepted by the City of Kenosha, in the Department of Finance, Municipal Office Building, 625 52nd Street, Room 208, Kenosha, Wisconsin until:

Tuesday February 19, 2019 at 2:30 P.M.

for the provision of fireworks and pyrotechnic displays along the City of Kenosha's lakefront at Harbor Park. General terms of the Agreement would encompass a three (3) year Agreement duration and would govern the pyrotechnic displays for July 4, 2019; July 4, 2020, and July 4, 2021, with an alternate date of July 5th for each year. The Agreement shall provide that the City of Kenosha may cancel any remaining years upon ninety (90) days written notice, if the performance is unsatisfactory to City. The successful pyrotechnics vendor would be required to approve and execute an Agreement with the City of Kenosha for such pyrotechnic commodity, work and services. The award of Agreement shall be contingent upon approval by the City of Kenosha's Finance Committee and the Common Council. A draft version of the Agreement is included herein for review.

Cost proposals must be submitted on the attached proposal form and accompany all narratives and other components deemed necessary to the submittal. Proposals received after the deadline stated, will not be accepted, opened or considered. Proposal forms must be filled out completely, signed and dated, and all required documentation and submission material must be included with the proposal. No faxed or other electronically communicated proposals will be considered or accepted.

The City reserves the right to reject any or all proposals and/or to accept any proposal that is deemed the most advantageous to the City of Kenosha.

The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, therefore, proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry Number will be furnished to the successful contractor.

Each of the insurance limits delineated in the attached specifications and required by the Agreement shall be met in every respect. The City of Kenosha reserves the right to reject any proposal which does not meet these insurance limits listed in the attached Specifications and the Agreement.

**CITY OF KENOSHA
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INSTRUCTIONS TO PROPOSERS

- 1.0 EXAMINATIONS OF SPECIFICATIONS. Carefully examine the "Instructions to Proposers," "Specifications," "Proposal" and the draft Agreement, all as herein set forth. It is assumed by the City, that the proposer has thoroughly investigated and is amenable to the said conditions and requirements addressed in these parts.
- 2.0 PROPOSAL SUBMISSION. Proposals must be submitted on the proposal form and accompany all other required documentation and submittals. Proposals received after the deadline will not be accepted or considered. Proposal forms must be completed in full, signed, dated and all required documentation and other submittals shall be included with the proposal. No faxed or other electronically communicated proposals will be accepted or considered.
- 3.0 PROPOSAL PRICES. Proposals are in one (1) lump sum. There is a lump sum proposal for a thirty (30) minute show only with the starting time fixed at 9:30 P.M. unless circumstances beyond the City's or Contractors control are experienced. In these instances, the City of Kenosha solely will determine if the event is suspended for a minimal duration, or canceled and rescheduled until the subsequent night. The decision to reschedule or cancel the annual display if the alternative night is impacted by instances beyond anyone's control, would be the responsibility of the authorized representatives of the City of Kenosha.
- 4.0 TRANSPORTATION CHARGES. The City of Kenosha will assume that no transportation or handling charges, other than what is specified in the proposal, is a component of the service's cost.
- 5.0 PAYMENT. Payment will be made annually in one (1) lump sum within thirty (30) days of receipt of invoice after satisfactory completion of all contracted work and obligation. Any remaining and/ or unfired shells will be deducted from the total cost of the performance and from the payment owed as set forth in Section 5 of the Agreement entitled, "Compensation."
- 6.0 CONTRACT AWARD. Each Proposal and recommended display program will be reviewed by City Administration and compared on the basis of 1) the services/ program falling within the budgetary allocation, 2) the overall experience of the pyrotechnic firm and its staff responsible, 3) firm references from other clientele with commensurate displays and budgetary requirements, 4) the firm's ability to meet required insurance limits set forth by the City of Kenosha, 5) the overall ability of the firm to meet the contractual requirements of the City of Kenosha. The award of Agreement is subject to the availability of the requisite funding for the event.
- 7.0 INDEMNIFICATION. The pyrotechnic contractor shall indemnify and hold the City, as its customer, harmless from claims for damages that may be sustained by any person

arising out of an act or omission of the contractor, its agents or employees, in connection with the performance under the agreement between the parties.

8.0 **INSURANCES.** The pyrotechnic contractor shall procure and maintain during the term of the agreement, insurance policies, as hereafter specified. Said policies must be issued by an insurance company that is licensed to do business in the State of Wisconsin, having a minimum AM Best Rating of A-. The insurance policy or policies shall name the City as an additional insured and contain a clause that if in the event any policy issued is canceled for whatever reason, or if material changes are made, the City will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or policy change takes effect. The contractor prior to executing the agreement shall furnish (a) a Certificate of Insurance and endorsement(s) satisfactory to City indicating compliance with this section, including the naming of the City as an additional insured and (b) proof of payment of premium. The failure of the contractor to take out and/or maintain the required insurance shall not relieve the contractor of any liability under the agreement.

The following insurance coverages must be in effect and continue to be in effect during the entire term of the agreement in not less that the following amounts:

Commercial General Liability	
Bodily Injury	\$ 5,000,000 each occurrence \$ 5,000,000 aggregate
Property damage	\$ 2,000,000 each occurrence \$ 2,000,000 aggregate
Automobile Liability	\$ 1,000,000 combined single limit
Umbrella Liability	\$ 5,000,000 over primary coverages
Worker's Compensation & Employers Liability	Statutory Limits

9.0 **INQUIRIES.** Questions regarding general conditions, scope of work, dates, times, locations, site cleanup, coordination of site visits, and other logistics should be directed to Kris Kochman, Community Relations Liaison at (262) 653-4177. Questions regarding the proposal process should be directed to Mark Willing, Purchasing Manager at (262) 653-4180.

**CITY OF KENOSHA
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SPECIFICATIONS

I.0 GENERAL PROVISIONS.

- 1.1 Furnish all labor, material(s), fire protection and equipment to provide an aerial pyrotechnic fireworks display on July 4, 2019; July 4, 2020, and July 4, 2021, commencing no earlier than 9:30 P.M. and no later than 9:40 P.M., unless circumstances necessitating a delay is beyond the City of Kenosha's or pyrotechnic contractors control.
- 1.2 The fireworks display will not be coordinated with music.
- 1.3 The City will provide snow fence, other requisite materials and labor to install such fencing and barriers at the restricted site.
- 1.4 The City shall be responsible for the security around the restricted site that will be cordoned off.
- 1.5. The City will supply portable toilet and washing facilities for the contractor, its employees, City employees and general public.
- 1.6 Pyrotechnic contractors are required to arrange a site visit to the site. Coordinate this on-site visit with the City's Community Relations Liaison, Ms. Kris Kochman at (262) 653-4177.
- 1.7 A breakdown of a typical aerial pyrotechnic display should be included with the respondent's submittal and shall include an itemization of the shell quantity, shell size, shell type, and shell company for each stage of the display, i.e. 1) for the display's Grand Opening, 2) the Aerial Show and 3) the Grand Finale with an estimated time frame for each part.
- 1.8 Pyrotechnic firms are required to provide a DVD presentation of a past pyrotechnic display of a commensurate nature, to assist the City of Kenosha in making a selection.
- 1.9 Code of General Ordinances for the City of Kenosha regarding firework displays is included herein for review.
- 1.10 The successful pyrotechnic contractor shall obtain and pay all permits and licenses required by the City and any other governmental authority identified in the Agreement.
- 1.11 The successful pyrotechnic contractor shall provide fire extinguishers and all

other safety equipment recommended by industry practice and required by the City of Kenosha Fire Inspector for the protection of City and third-party personnel, the general public and adjacent properties. The successful pyrotechnic contractor shall obtain an Occupational Permit for Hazardous Conditions through the City of Kenosha Fire Department's Fire Prevention Bureau by contacting them at (262) 653-4110.

1.12 The successful pyrotechnic contractor shall work with assigned City Staff to set up firing area and requisite safety zones as per established and agreed upon site plan(s).

2.0 EXPERIENCE:

2.1 The selected pyrotechnic contractor shall have a minimum of five (5) years of experience in the design and firing of fireworks. The contractor shall provide the following information with their proposal in order to demonstrate this experience:

- 2.1.1 A detailed company profile
- 2.1.2 An employee profile including background checks, pyrotechnic experience and training of all key staff persons involved. Of the key staff, a supervisor who will act as the contact person and be available on the day of the display must be designated. Contact information including phone and mobile numbers must be included.
- 2.1.3 A clientele list and at least three (3) references of clientele from the public sector with like display requirements with contact information, the amount of the contract, and the duration of the show.
- 2.1.4 A listing of all claims made against contractor and/or its insurer(s) (if any) arising from any of the firm's performances in the last five (5) years.

3.0 SCOPE OF WORK.

3.1 Design and furnish a custom aerial fireworks display of general interest and consisting of a grand opening, aerial display and a grand finale. Present the City with prices for a thirty (30) minute show. Emphasis shall be placed upon quantity and quality of shells while including a variety of sizes and types. There will be no

required ground level or low aerial displays.

- 3.2 The respondent should describe in a narrative format, the fireworks program to be presented and what spectators should expect to see. (This could be included as part of the DVD media of a previous display.)
- 3.3 Pyrotechnic contractor shall transport fireworks to the firing location on the day of the display in a closed vehicle that is properly identified in compliance with DOT, state and local requirements. Additional setup time, if required, can be negotiated. Under no circumstances are the fireworks to be left unattended at any time.
- 3.4 Firing shall be strictly in accordance with the proposed program. No less than two (2) trained and experienced adults shall be stationed at each firing location. All pieces shall be fired unless damaged and unsafe for use. There shall be no shells fired after the finale.

4.0 DATE, TIME AND LOCATION.

- 4.1 Site Location. The east end of Harbor Park Ring Road (See maps). Safety zone from firing site to building structure and public, 565 feet.
- 4.2 Dates: July 4, 2019; July 4, 2020 and July 4, 2021
- 4.3 Earliest Starting Time. 9:30 P.M.
- 4.4 Duration. Provide costs for thirty (30) to thirty-five (35) minute display.
- 4.5 Rain Date. Generally negotiated but tentatively set for July 5, 2019; July 5, 2020, and July 5, 2021 or a date mutually agreed to by both parties.

5.0 CLEAN UP.

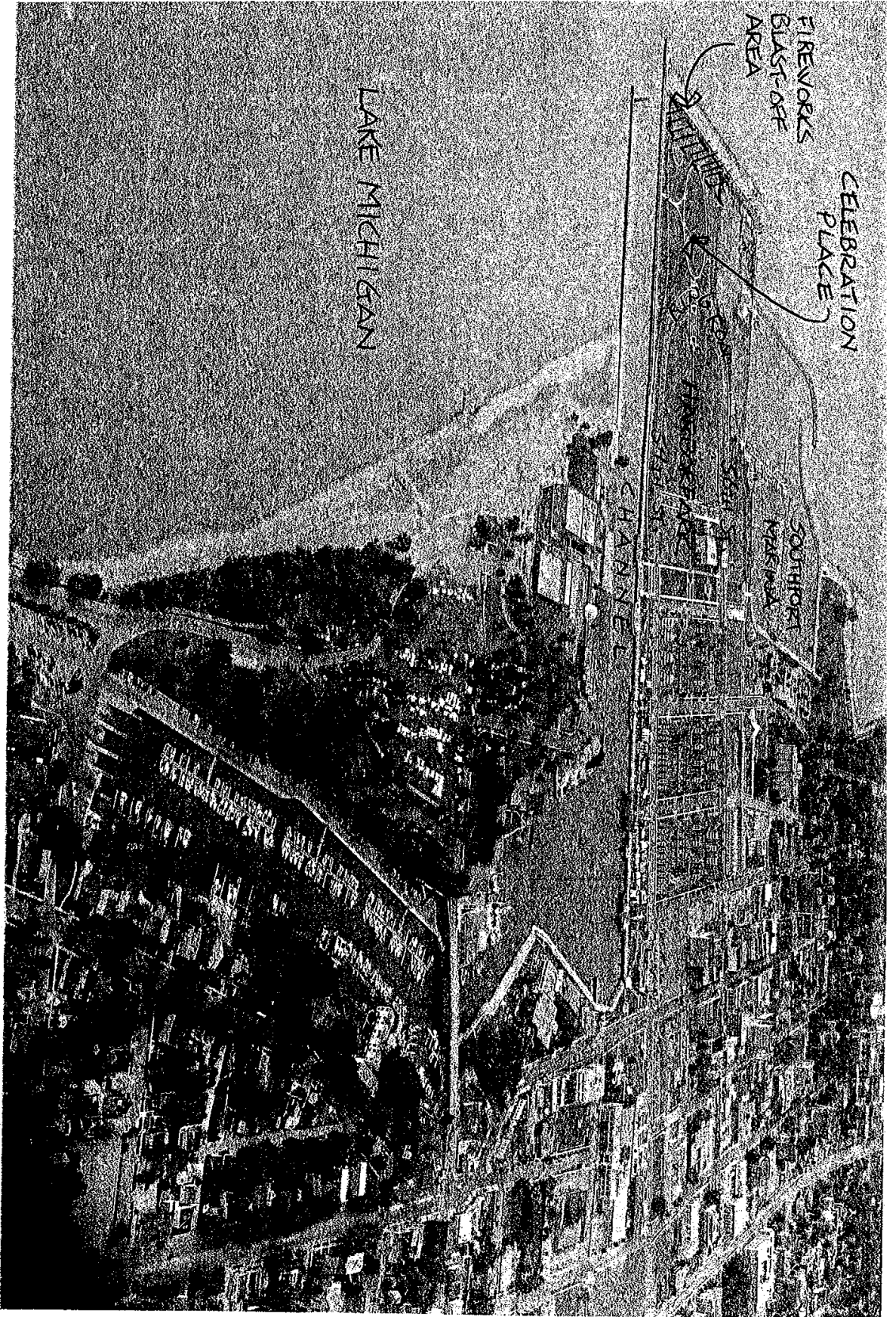
- 5.1 The pyrotechnic contractor shall remove all parts of shells not fired and clean up all debris immediately following the display to avoid danger of accident from partially exploded pieces. Debris shall be placed in shipping cans. Mortars shall be removed from the firing position and stacked securely.

6.0 PROPOSAL.

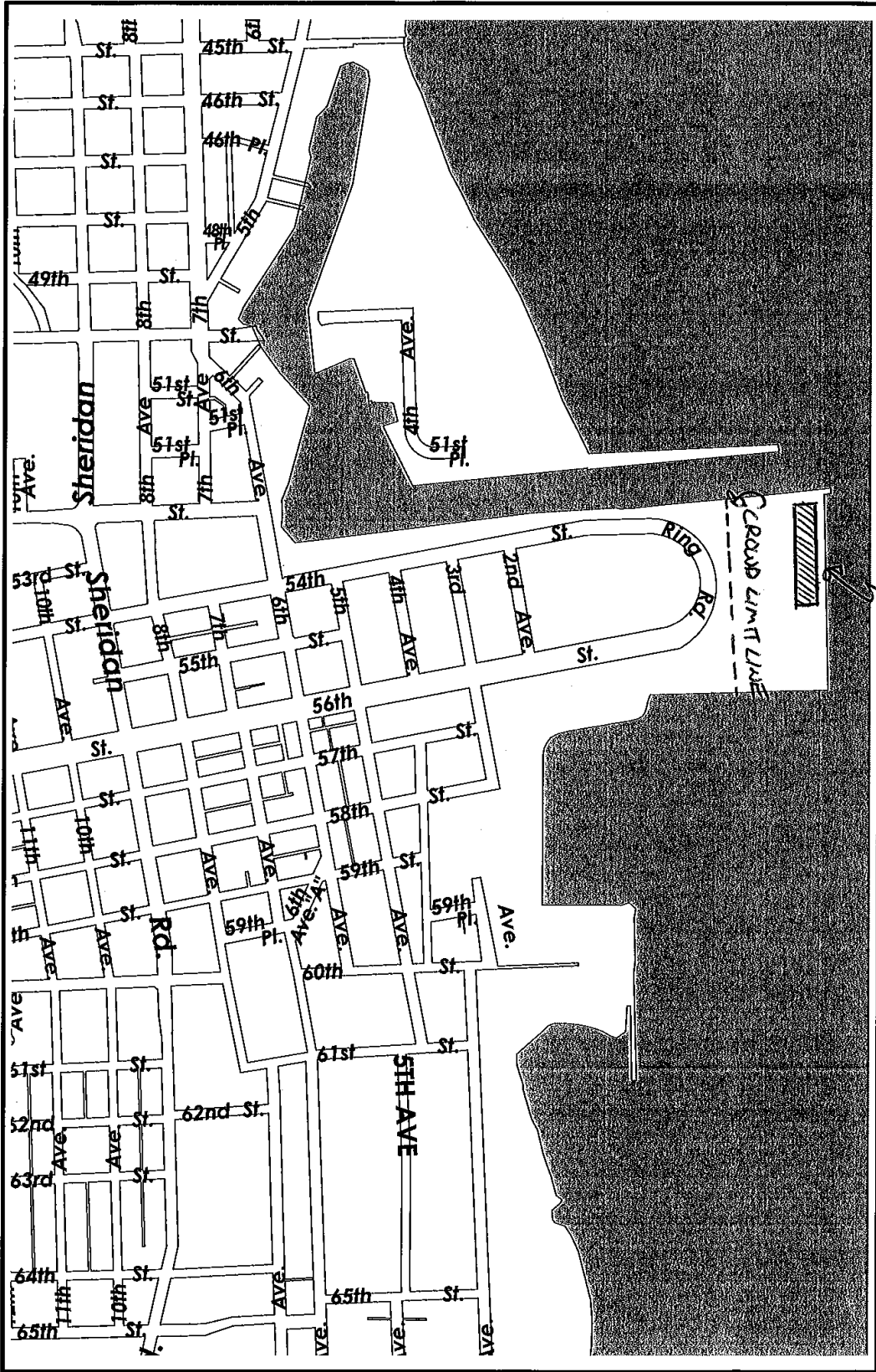
- 6.1 A completed Proposal Form
- 6.2 Experience. A detailed company profile, and a DVD media demonstrating a previous display.
- 6.3 A copy of the most current Certificate of Insurance must be submitted annually. A copy of the additional insured endorsement must be submitted annually.

7.0 AWARD.

- 7.1 Work shall be awarded based upon an evaluation of the proposed display with consideration given to quantity, size and quality of shells, the creativity of the display and the ability of the contractor to successfully meet the requirements of this proposal. Proposers may be invited to discuss their proposal with an evaluation committee prior to an award, if desired by City. If a DVD is not provided, the City may require the submission of such media if it is needed for selection purposes.



KENOSHA 4TH OF JULY
FIREWORKS SET-UP



FIREWORK LAUNCH SITE

**CITY OF KENOSHA
FIREWORK DISPLAYS
PROPOSAL NO. 02-19**

PROPOSAL

City of Kenosha
Municipal Office Building
625 52nd Street, Room 208
Kenosha, WI 53140-3480
Phone: 262-653-4080

We hereby propose to furnish all labor, material and equipment for the City of Kenosha's 4th of July fireworks display for 2019, 2020, and 2021 all in accordance with City of Kenosha provisions, terms and conditions and specifications and the attached detailed program as follows for:

30 to 35 Minute display

Note: This summary should incorporate all fireworks from the attached detailed program.

Grand Opening				
Quantity	Size	Type	Manufacturer	Cost

Total Estimated Time: _____ Use additional sheets if necessary

Aerial Show				
Quantity	Size	Type	Manufacturer	Cost

Aerial Show				
Quantity	Size	Type	Manufacturer	Cost

Total Estimated Time: _____
 Use additional sheets if necessary

Grand Finale				
Quantity	Size	Type	Manufacturer	Cost

Total Estimated Time: _____
 Use additional sheets if necessary

NOTE: THERE WILL BE NO GROUND OR LOW AERIAL DISPLAYS

Submitted by:

Company Name: _____

Authorized Signature: _____

Print or type name: _____

Title: _____

Address: _____

City, State, Zip: _____

Telephone # _____

Fax # _____

E-mai: _____

Date: _____

Copy of Certificate of Insurance included? _____ Yes _____ No

Experience log (2.1.1 to 2.1.5) completed and included? _____ Yes _____ No

Comments/Recommendations: _____

Payment terms: _____% _____ days, Net _____ days

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REFERENCES

Provide names, addresses and phone numbers of not less than three (3) relevant public sector professional references.

1. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax # _____

2. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____

3. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____

Include extra sheets if required.

**DRAFT CONTRACT FOR REVIEW:
FIREWORKS DISPLAY AGREEMENT**

By and Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

And

THIS AGREEMENT made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, with offices located at 625- 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and _____, an _____, with its principal place of business located at _____ ("**CONTRACTOR**").

WITNESSETH:

WHEREAS, CONTRACTOR is engaged in the sale, exhibition and display of fireworks;

WHEREAS, CONTRACTOR responded to **CITY's** Request for Proposal ("**RFP**") regarding conducting a 30 to 35 minute fireworks display and exhibition ("**EXHIBITION**") for the City's Fourth of July celebration;

WHEREAS, CITY is interested in contracting with **CONTRACTOR** for the purpose of putting on a fireworks Exhibition.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. **OBLIGATIONS OF CONTRACTOR. CONTRACTOR** shall:
 - a. Provide all freight, cartage, transportation of equipment, material and tools for the Exhibition. Transportation of the material shall be in a properly identified closed vehicle in compliance with DOT, state and local requirements.

- b. Obtain and pay all permits and licenses required by the City and any other governmental authority.
- c. Provide all necessary qualified, trained and experienced pyrotechnic operators/technicians to set up and conduct the Exhibition. No less than two operators/technicians shall be stationed at each firing location.
- d. Design and furnish an Exhibition of 30 to 35 minutes consisting of a grand opening, an aerial display and a grand finale as more particularly described in **CONTRACTOR's** Proposal. Exhibition shall start no earlier than 9:30 P.M. and no later than 9:40 P.M. with the exception of circumstances beyond either party's control. The Exhibition shall include those shells as set forth in **CONTRACTOR'S** Proposal ("Proposal"). In the event of a shortage or unavailability of any shell identified in the proposal, **CONTRACTOR** has the right to substitute a shell or shells of equal or greater value. **CONTRACTOR** shall provide this information to **CITY** upon execution of the Agreement.
- e. Establish a "Safety Zone" encompassing the area immediately surrounding the launch site to which unauthorized persons will be denied access. Said Safety Zone shall have a minimum spectator set back of five hundred sixty-five feet (565') at all points from the discharge area. **CONTRACTOR** reserves the right to terminate the Exhibition in the event spectators enter the Safety Zone and **CITY** is unable to secure the Safety Zone within a reasonable period.
- f. Remove all of its equipment, together with any live or unfired material from the Safety Zone immediately following the exhibition.
- g. Inspect the Safety Zone the following morning for the purpose of collecting any material, live or otherwise, remaining in the Safety Zone.

2. **OBLIGATIONS OF THE CITY. CITY** shall:

- a. Provide adequate security, fire and police protection, parking, traffic and crowd control during the Exhibition and for a reasonable time thereafter.
- b. Provide materials and manpower to deny unauthorized persons from accessing the Safety Zone by cordoning off or other suitable means. **CITY** shall provide adequate security to prevent spectators from entering Safety Zone.
- c. Be responsible for all clean-up for the Exhibition except for the Safety Zone. Said clean-up shall include, but is not limited to, removal of debris, trash, and wood; back filling holes; repairs to grass, sod or other surfaces; and removal of all barricades.

- d. Name **CONTRACTOR** as the primary vendor for the Exhibition in all news/media releases, advertisements, publicity, programs and announcements.
3. **TERM.** This Agreement shall be for three (3) years, it being the intent of the parties that **CONTRACTOR** put on Exhibitions for the 2019, 2020 and 2021 calendar years. Notwithstanding that fact, **CITY** may, at its option, terminate the Agreement after the 2019 or 2020 years with ninety (90) days written notice without damages or costs for such termination.
4. **DATE OF EXHIBITION.** The Exhibition shall be held on the evenings of July 4, 2019, July 4, 2020 and July 4, 2021. In the event that the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or for other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 5, 2019, 2020, and 2021, or a date mutually agreed upon by both parties. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for both parties. Should **CITY** choose not to select an alternative date for the Exhibition within six (6) months of the Display Date, **CITY** shall pay a cancellation fee equal to thirty percent (30%) of the agreement amount.
5. **COMPENSATION.** For its services provided herein, **CITY** shall pay **CONTRACTOR** the sum of _____ (\$_____) Dollars ("Compensation"). (Said sum shall be paid to **CONTRACTOR** no later than thirty (30) days after the Exhibition.) All checks shall be made payable to **CONTRACTOR**. Should **CONTRACTOR** fail to utilize shells in the Exhibition, whether by inadvertence or failure to explode, **CITY** shall be entitled to a credit in an amount equal to the value of the shell as depicted in the Proposal. Further, should the Exhibition fail to run the minimum thirty (30)/ thirty-five (35) minute duration agreed herein, **CITY** shall be entitled to a credit as follows:
- a) Twenty-one (21) to Twenty-five (25) minutes: Twenty-five Percent (25%) of compensation.
 - b) Fifteen (15) to Twenty (20) minutes: Fifty Percent (50%) of compensation.
 - c) Zero (0) to Fourteen (14) minutes: One Hundred Percent (100%) of compensation. Further, should **CONTRACTOR** start the Exhibition prior to 9:30 P.M., **CITY** shall be entitled to a credit of Ten Percent (10%) of compensation.
6. **INSURANCE.** **CONTRACTOR** shall procure and maintain, during this Agreement, insurance policies as hereafter specified to insure against all risk and loss for all services provided herein by **CONTRACTOR**. The General Commercial Liability policy shall cover all claims, damages, suits, injuries or

expenses incurred as a result of any negligent act or omission of any employee, independent contractor or agent of **CONTRACTOR**, as well as any defect or problem with any Fireworks supplied or displayed by **CONTRACTOR**. The policies must be issued by an insurance company or companies licensed to do business in the State of Wisconsin, having a minimum AM Best Rating of A-. **CONTRACTOR** shall upon execution of this Agreement, and annually thereafter, furnish the City Clerk with a Certificate of Insurance indicating compliance with this Section 6, including naming of **CITY** as an "additional insured", and proof of payment of premium to the City Clerk/Treasurer for approval. **CONTRACTOR** shall also annually provide a copy of the additional insured endorsement in a form satisfactory to **CITY**. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. **CONTRACTOR** shall provide a copy of the endorsement or pertinent portion of the policy providing for such notice to be given to the **CITY**.

If for any reason, the insurance coverage required herein lapses and/or **CONTRACTOR** fails to maintain insurance coverage, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect, Should **CONTRACTOR** fail to furnish, deliver and maintain such insurance coverage, **CITY** may obtain such insurance coverage and charge **CONTRACTOR** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CONTRACTOR** to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **CONTRACTOR** in Section 7 of this Agreement, **CONTRACTOR** shall maintain during the course of this Agreement insurance with minimum limits as follows:

- a. General Commercial Liability
 1. Bodily Injury:
\$ 5,000,000.00, Each Occurrence
\$ 5,000,000.00, Aggregate
 2. Property Damage:
\$ 2,000,000.00, Each Occurrence
\$ 2,000,000.00, Aggregate
- b. Automobile Liability (owned, non-owned, leased)
\$ 1,000,000.00, combined single limit

- c. Umbrella Liability
\$ 5,000,000 over primary coverages
- d. Worker's Compensation: Statutory Limits

7. **INDEMNIFICATION. CONTRACTOR** shall indemnify and hold harmless **CITY**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CONTRACTOR's** own negligence or **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

CITY shall indemnify and hold harmless **CONTRACTOR** and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CITY's** own negligence or **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement. **CITY's** indemnity obligation in this paragraph is subject to all statutory limitations on claims against **CITY** including, but not limited to, notice; any statutory caps on damages; immunities for acts done in the exercise of legislative, quasi-legislative, judicial or quasi-judicial functions; and the immunity from punitive damages.

8. **ASSIGNMENT.** This Agreement and all obligations thereunder shall not be assigned by **CONTRACTOR** without the prior written consent of **CITY**.

9. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

10. **ATTORNEY FEES.** If either party commences an action, whether in Court or by arbitration, to enforce its rights pursuant to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees as determined by the Court or arbitrators as the case may be.

11. **ENTIRE AGREEMENT.** This Agreement together with **CONTRACTOR's** response to the Proposal (including all exhibits or attachments thereto) constitute the entire Agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, which may have taken place, or been in existence at any time between the parties. In the event of any conflict the language of this document shall control over the language of the Proposal.

12. **HEADINGS.** The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

13. **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. **SEVERABILITY.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
15. **AMENDMENTS.** This Agreement cannot be amended, changed, altered or modified, except in writing signed by both parties.
16. **CONSTRUCTION.** This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against the draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.
17. **AUTHORITY.** Each of the undersigned hereby represents and warrants that:
 - a. Such party has all requisite power and authority to execute this Agreement.
 - b. The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly authorized and approved by requisite action required by law; and,
 - c. This Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Agreement.
18. **WAIVER.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
19. **NOTICES.** Any notice required or permitted to be given to either party under this Agreement shall be in writing and either by hand or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mailing.

If to **CITY**:

City Administrator
625-52nd Street, Room 300
Kenosha, WI 53140

with copies to:

Director of Public Works
625-52nd Street, Room 305
Kenosha, WI 53140

and

City Attorney
625-52nd Street, Room 201
Kenosha, WI 53140

and

Finance Department
625-52nd Street, Room 208
Kenosha, WI 53140

If to **CONTRACTOR**:

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates given below given.

**THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation**

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY:

DEBRA SALAS, City Clerk

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 201____, **JOHN M. ANTARAMIAN, Mayor**, and **DEBRA SALAS, City Clerk** of **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

CONTRACTOR

BY: _____
Principal Name, Title

DATE: _____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 201____,
_____(NAME), of **CORPORATION**, to me known to be such _____
(Title) of said corporation, and acknowledged to me that he/she executed the foregoing
instrument as such officer as the agreement of said corporation, by its authority.

Notary Public, _____ County, ____
My Commission expires/is: _____