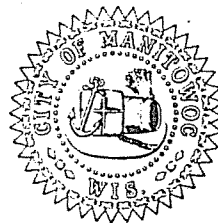


Public Infra  
3-17-14

# CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



14-318

## MEMO

**TO:** Mayor Nickels, City Council Members  
**FROM:** Dan Koski, Director Public Infrastructure  
**DATE:** March 7, 2014  
**RE:** Marina Dock Repairs

The Marina upper deck and guard rail is in need of major repairs. These repairs were budgeted for fiscal year 2014 at \$19,000 as part of the Capital Allocation Working Group (CAWG). We have received two quotes for this work. One from A.C.E. Building Service for \$18,618.00 and one from Hamann Construction Company for \$27,590.00.

I recommend entering into the attached contract with A.C.E. Building Service, the low quote, for this work.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Koski", written over the word "Respectfully,".

Dan Koski

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DPW Streets & Sanitation • Parks • Cemetery

2655 S. 35<sup>th</sup> Street, Manitowoc, WI 54220 • Fax (920)686-6525

DPW Streets & Sanitation (920)686-6550 • Parks (920)686-3580 • Cemetery (920)686-3570



## CONTRACT

This contract is made and entered into this 27th day of February, 2014, by and between A.C.E. Building Service (hereinafter "Contractor"), located at 3510 S. 26<sup>th</sup> Street, Manitowoc, WI 54221 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

### RECITALS

**WHEREAS**, A.C.E. Building Service, located at 3510 S. 26<sup>th</sup> Street, Manitowoc, WI 54221 intends to remove and replace existing portions of the deck at the Manitowoc Marina located at 425 Maritime Dr., Manitowoc, Wisconsin 54220 as outlined in "Exhibit A," A.C.E. Building Service Proposal and "Exhibit B" drawing by SMI labeled job #13-315-MB dated 11/15/13.

**WHEREAS**, A.C.E. Building Service has the ability to perform this deck work at Manitowoc Marina, 425 Maritime Dr., and intends to remove and replace existing portions of the deck per the attached "Exhibit A" and "Exhibit B."

**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 is "Exhibit A" and "Exhibit B", and it is 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 **\$18,618.00**.
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 June 30, 2014.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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 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, or agents.
11. 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.

12. Permits. No Permits are anticipated for this project.
13. Termination. Either party may terminate this Contact with ten (10) days written notice to the other party.
14. 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:**

A.C.E. Building Service  
3510 S. 26<sup>th</sup> Street  
Manitowoc, WI 54221

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.

15. Assignment. This Contract is not assignable without prior written consent of City.
16. 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.
17. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
18. 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.
19. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
20. 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.
21. 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.

22. 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 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.
23. 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**

**CORPORATION**

\_\_\_\_\_  
Name of Proprietor or Partnership

A.C.E. Building Service, Inc.  
\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Sole Proprietor or Partner (Seal)

By: Stanley A. Johnson (Seal)  
President Stanley A. Johnson

\_\_\_\_\_  
Partner (Seal)

Attest:  
\_\_\_\_\_  
Secretary James Steuer

\_\_\_\_\_  
Partner (Seal)

CORPORATE SEAL

**CITY OF MANITOWOC**

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

Attest:  
\_\_\_\_\_  
Jennifer Hudon, City Clerk

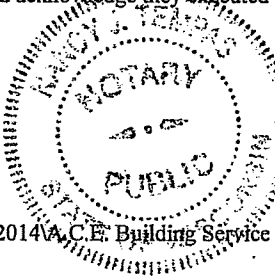
STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named Justin M. Nickels and Jennifer Hudon, 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 27th day of February, 2014, the above named Stanley A. Johnson for A.C.E. Building Service and acknowledge they executed the foregoing instrument.



Nancy Tempas  
\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 7/10/16.



PROPOSAL

Quote #MF606 14

<u>Jim Muenzenmeyer</u> <u>City of Manitowoc</u> <u>900 Quay St.</u> <u>Manitowoc, WI 54220</u>	<u>Remove and Replace</u> <u>Marina Deck</u>	<u>February 8, 2014</u> <u>Phone: 920-686-3560</u> <u>Fax:</u>
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We propose to furnish labor and equipment to remove and replace portions of the deck at the Manitowoc Marina. Work is as specified on the drawing by SMI labeled job #13-315-MB dated 11/15/13.

Work to include the following:

1. Remove existing deck per plan.
2. Furnish and install new purlins, purlin brackets, and joist hangers per plan.
3. Furnish and install new deck boards per plan.
4. Furnish and install new guardrail verticals per plan.

**Total Quote. . . . \$18,618.00**

**Not Included:**

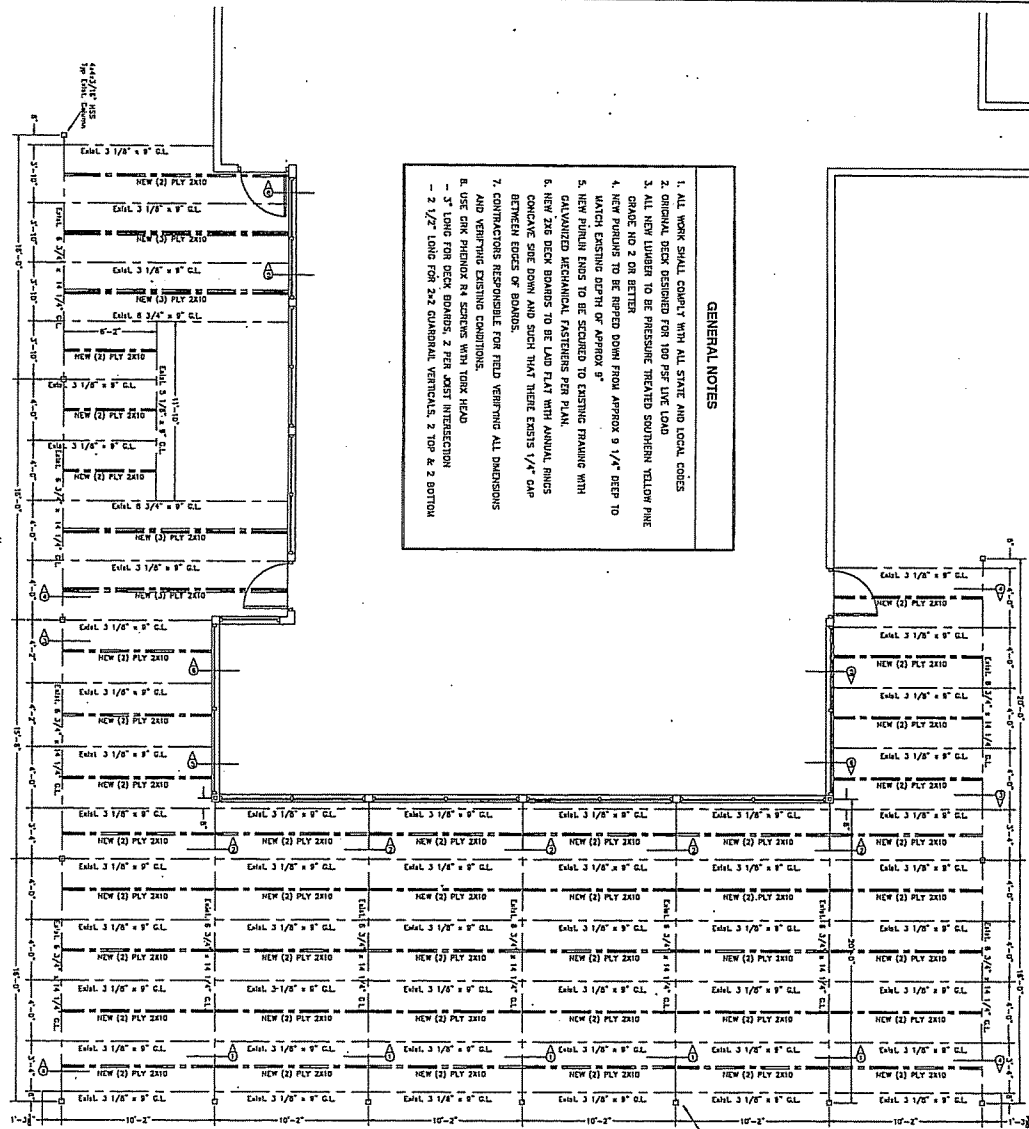
1. Costs for cold weather conditions, such as snow removal, covering and uncovering areas for protection, and other labor related items due to cold weather conditions are not included.
2. Painting
3. Electrical work

Terms: Payment due 30 days after date of invoice. This proposal is valid for 30 days after date of quotation.

Sincerely,

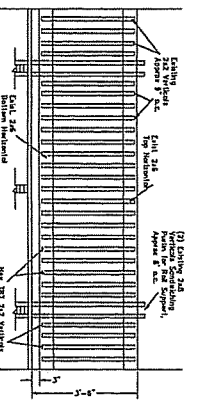
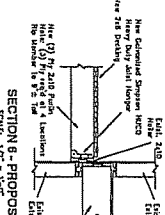
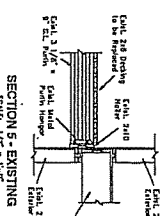
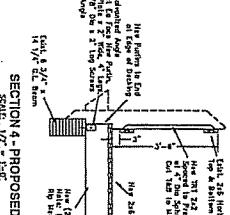
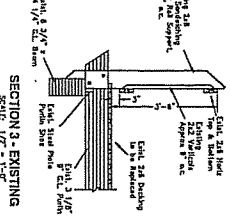
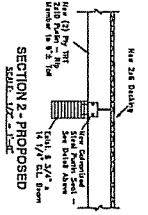
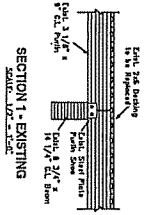
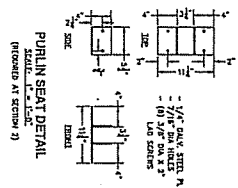
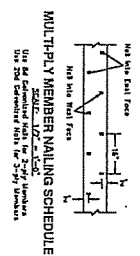
Stanley A. Johnson, P.E.  
President

DECK FRAMING PLAN  
SCALE: 1/8" = 1'-0"



- GENERAL NOTES**
1. ALL WORK SHALL COMPLY WITH ALL STATE AND LOCAL CODES
  2. ORIGINAL DECK DESIGNED FOR 100 PSF LIVE LOAD
  3. ALL NEW LUMBER TO BE PRESSURE TREATED SOUTHERN YELLOW PINE GRADE NO 2 OR BETTER
  4. NEW FRAMING TO BE RIPPED DOWN FROM APPROX 9 1/4" DEEP TO MATCH EXISTING DEPTH OF APPROX 9"
  5. NEW HULL ENDS TO BE SECURED TO EXISTING FRAMING WITH GALVANIZED MECHANICAL FASTENERS PER PLAN.
  6. NEW 2X6 DECK BOARDS TO BE LAY FLAT WITH ANNUAL RINGS CONVEX SIDE DOWN AND SUCH THAT THERE EXISTS 1/4" GAP BETWEEN EDGES OF BOARDS.
  7. CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND VERIFYING EXISTING CONDITIONS.
  8. USE CJK PRINEX R4 SCREWS WITH TORX HEAD
  9. 3" LONG FOR DECK BOARDS, 2 PER JOIST INTERSECTION
  10. 2 1/2" LONG FOR 2x2 CORONAL VENTILES, 2 TOP & 2 BOTTOM

SECTION 8



DATE	REVISIONS

Proposed Deck Alterations/Maintenance at  
**MANITOWOC MARINA ADMINISTRATION BUILDING**  
425 MARITIME DRIVE, MANITOWOC, WI 54220

CLIENT:  
**CITY OF MANITOWOC**  
900 QUAY ST, MANITOWOC, WI 54220  
CONTACT: JIM MUENZENHEIMER  
PH: 920-686-3260

**STEINBRECHER & MENEAU, INC.**  
ENGINEERS AND LAND SURVEYORS  
102 REVERE DRIVE  
MANITOWOC, WI 54220-3147  
PHONE 684-5583 FAX 684-5584

PROJECT:  
DATE: NOV 15, 2013  
DRAWN BY: J. Gordon  
JOB NO.: 13-315-UB  
SHEET: 1 OF 1  
**A1.1**