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9-15-14

14-1758

**CONTRACT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 furnish material, labor and equipment to repair the freeze/thaw damage and a new MR24 roof at the Wolf Exhibit building at the Manitowoc Zoo, located at 1215 North 8<sup>th</sup> St., Manitowoc, Wisconsin 54220 as outlined in "Exhibit A," A.C.E. Building Service Proposal.

**WHEREAS**, A.C.E. Building Service has the ability to perform this work at Manitowoc Zoo, 1215 North 8<sup>th</sup> St., and intends to repair damage to the Wolf Exhibit building and roof per the attached "Exhibit A."

**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 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 **\$21,802.00**.
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 December 31, 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. Building Permit will be required for this project and are available on our website [www.manitowoc.org](http://www.manitowoc.org).
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

\_\_\_\_\_  
Name of Corporation

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

By: \_\_\_\_\_  
(Seal)

Sole Proprietor or Partner

\_\_\_\_\_  
President

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

Attest: \_\_\_\_\_

Partner

\_\_\_\_\_  
Secretary

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

CORPORATE SEAL

Partner

**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 \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named Stanley A. Johnson, P.E., for A.C.E. Building Service and acknowledge they executed the foregoing instrument.

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



"Exhibit A"

**PROPOSAL**

Quote #MF703/14

|  |  |  |
|--|--|--|
| <u>Jim Muenzenmeyer</u><br><u>City of Manitowoc</u><br><u>900 Quay St.</u><br><u>Manitowoc, WI 54220</u> | <u>Repair of Freeze/Thaw</u><br><u>Damage at Wolf Exhibit at</u><br><u>Manitowoc Zoo</u> | <u>June 26, 2014</u><br><u>Phone: 920-686-6511</u> |
|--|--|--|

We propose to furnish material, labor and equipment to repair the freeze/thaw damage at the Wolf Exhibit building at the Manitowoc Zoo, Manitowoc, WI.

Work to include the following:

1. Local building permit.
2. Remove existing skylight covers, ballasted single ply roof, nailers and cap flashing.
3. Remove and replace top split face block course.
4. Tuckpoint and clean cracks in exterior split face joints in top three courses of block.
5. Tuckpoint and clean cracks in interior block walls as required.
6. Furnish and install new treated 2x8 nailers at roof edges.
7. Furnish and install new ballasted single ply roof membrane per quote provided by Jim Muenzenmeyer.
8. Reinstall salvaged skylight covers.

**Total Base Quote. . . . \$15,740.00**

**Alternate #1 – Standing Seam Roof**

Furnish and install new MR24 roof in lieu of the ballasted single ply roof membrane in the base quote. Work to include the following:

1. Demolition is the same as the base quote. Top course of exterior split face block is not replaced. Exterior tuckpointing is done as required. Existing roof insulation remains except where removed for installation of roof support structurals. Remove existing skylight curbs that extend above the roof deck.
2. Furnish and install 2x wood base and 20 ga. hat channels 48" o.c. to provide 0.25:12 roof slope.
3. Furnish and install 3" thickness un-faced fiberglass insulation to fill the voids between the existing roof and the underside of the new roof.
4. Furnish and install roof panels. Panels will be Butler MR-24, a Roof panels, a unique lock seam standing rib and batten metal panel, un-pierced by fasteners except for structural anchorage at the eaves and end splices. The MR-24 panel is 24" wide with lengths normally limited to 38'- 9" for truck shipment. The "Pittsburgh" lock seam between the panels will be field formed by the Butler Roof Runner, an electrically operated device that forms a double folded seam.

The MR-24 roof membrane will be affixed to structural members by structural fasteners at metal over metal field located attachment points. Intermediate structural connections of the MR-24 panel will be made by longitudinally floating tabs formed into the lock seam by the Roof Runner forming mill to permit longitudinal expansion of the panel due to temperature variations.

In the opposite direction, longitudinal to building length, expansion and contraction of the roof membrane will be adequately handled by the batten type design of the MR-24 panel permitting deflection every 24".

3510 S. 26th Street | PO Box 1626 | Manitowoc, WI 54221-1626

Manitowoc: 920.682.6105 | Sheboygan: 920.457.4960 | Fax: 920.682.7700 | www.acebuildingservice.com



MR-24 roof material will be 24-gage aluminum-zinc alloy coated steel with mill-applied acrylic surface treatment (GALVALUME PLUS® or ACRYLUME™).

5. Standard color contour gable trim and high eave trim are included. Furnish and install 48 LF of standard color gutter and downspouts. Downspouts will drain to grade.

Trims and downspouts are included in standard stocked color of Butler-Cote factory applied full-strength 70% Kynar 500/Hylar 5000 Fluoropon System finish. Butler-Cote comes with a standard 25-year warranty that states that the paint coating will not blister, peel, crack, or chip for 25 years. The Butler warranty also states that for a period of 25 years chalking shall not exceed #8 - ASTM and fading shall be 5 color difference units or less.

6. Furnish and install (6) new skylight curbs with interior flashing to attach to existing interior sides. Reattach existing skylight covers.

**Add for Alternate #1...\$6,062.00**

**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. Electrical, plumbing or HVAC work

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

Please feel free to contact me with any questions that you may have.

Sincerely,

Stanley A. Johnson, P.E.  
President