

Public Works
11-17-14

14-2250

CONSENT

CONTRACT

This contract is made and entered into this 15 day of Oct, 2014, by and between Certified Builders LLC (hereinafter "Contractor"), located at 1380 N. 30th Street, Manitowoc, Wisconsin 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Certified Builders LLC, located at 1380 N. 30th Street, Manitowoc, Wisconsin 54220 intends to replace cedar shingles and fascia where required at Rahr-West and Municipal Field Storage Building (East and West) located in Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Certified Builders LLC Proposal.

WHEREAS, Certified Builders LLC has the ability to perform the required miscellaneous roofing repairs as outlined in "Exhibits 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 **\$7,814.00**.
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 1, 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. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on August 20, 2014.
10. 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.
11. 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.
12. 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.
13. Permits. None Required.

14. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party.
15. 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: Certified Builders LLC
1380 N. 30th Street
Manitowoc, WI 54220

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.

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

22. 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.

23. 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.

24. 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

CERTIFIED BUILDERS LLC
Name of Corporation

Sole Proprietor or Partner (Seal)

By: Carl B Hlinak (Seal)
President member

Partner (Seal)

Attest:

Secretary

Partner (Seal)

CORPORATE SEAL

CITY OF MANITOWOC

By: [Signature]
Dan Koski, Director Of Public Infrastructure

By: [Signature]
Steve Corbeille, Finance Director

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 15 day of Oct., 2014 the above named Dan Koski, and Steve Corbeille, known to me to be the Director of Public Infrastructure and City Finance Director of the City of Manitowoc and acknowledge they executed the foregoing instrument.

[Signature]
Deborah A. Neuser
Notary Public Manitowoc County, WI
My commission (expires)(is) 8-17-18

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 7 day of October, 2014, the above named Carl Hlinak for Certified Builders LLC and acknowledge they executed the foregoing instrument.

[Signature]
Lisa M. Kuehn
Notary Public Manitowoc County, WI
My commission (expires)(is) 5-15-16

"Exhibit A"

Quote: August 1 2014

Expires in 30 Days

Certified Builders LLC

Builders of Quality homes

1380 N. 30th Street * Manitowoc, WI 54220

Office (920) 686-0800 * Fax 866-885-7524

certifiedbuilders@sbcglobal.net

Attention: Jim Muenzenmeyer
City of Manitowoc

#3 Rahr - West

- *** Price allows for replacement for 2 courses of Cedar wall shingles where asphalt roof and roof flashings meet existing cedar wall shingles
- *** Approximately (7) different locations on building

- *** Includes cost of lift and or scaffolding to access areas
- *** 5 square of clear cedar shingles and accessories
- *** Labor to install cedar shingles / allowing for cutting matching design and certain rows of shingles
- *** disposal of construction debris
- *** Building permit

- *** No painting of cedar shingles is included in this quote

Total price not to exceed

\$7,619.00

If more than 5 square of material is needed the balance would be billed time and Material

- *** Material at \$315.00 per square
- *** Labor rate of \$45.00 per man hour

#23 Municipal field- Storage Building - East and West

- *** Remove and replace SL6 fascia cover
- *** 43 LF on west
- *** 20.58 LF on East

Total for Municipal Buildings

\$195.00

Thank you for the Opportunity to Quote your Projects



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brian Koenigs Rural Mutual Insurance 1308 Washington Street Two Rivers WI 54241	CONTACT NAME: Brian Koenigs	
	PHONE (A/C, No, Ext): 920-793-2710 FAX (A/C, No): 920-793-1582	
INSURED Certified Builders LLC 1380 N 30th Street Manitowoc WI 54220	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Rural Mutual Insurance	
	INSURER B :	
	INSURER C :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOPG087998	11/11/13	11/11/14	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY			BAPG087997	11/11/13	11/11/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BOPG087998	11/11/13	11/11/14	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED		RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WRKG087994			WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JK
MM
10/30/2014

CERTIFICATE HOLDER

CANCELLATION

CITY OF MANITOWOC 900 QUAY STREET Attn: JIM MANITOWOC WI 54220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BOPG087998

BUSINESSOWNERS
BP 04 50 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Manitowoc	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG087998

COMPREHENSIVE BUSINESS LIABILITY

LIMITS OF INSURANCE

	LIMIT	PREMIUM
GENERAL AGGREGATE:	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE:	\$2,000,000	
LIABILITY AND MEDICAL EXPENSES LIMIT:	\$1,000,000	PER OCCURRENCE
PREMISE/OPERATION MEDICAL EXPENSE LIMIT:	\$5,000	PER PERSON
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	\$100,000	PER OCCURRENCE

PREMIUM BASIS:
\$160,000 PAYROLL

LIABILITY COVERAGE PREMIUM

\$1,958

LIABILITY ENDORSEMENTS

BUSINESS LIABILITY COVERAGE - PROPERTY
DAMAGE LIABILITY DEDUCTIBLE
DEDUCTIBLE (PER CLAIM BASIS): \$250 DEDUCTIBLE

**BP0450 ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS: CITY OF MANITOWOC** \$8

CONTRACTORS ERRORS AND OMISSIONS \$263
DEDUCTIBLE: \$1,000
LIMIT OF LIABILITY (PER CLAIM): \$50,000
AGGREGATE LIMIT AMOUNT PAYABLE: \$50,000
RETROACTIVE DATE: 11/11/2012

BP 04 17 EMPLOYMENT-RELATED PRACTICES
EXCLUSION Included

CONTRACTORS SUPPLEMENTAL PROPERTY DAMAGE
COVERAGE \$32
LIMIT OF LIABILITY (PER CLAIM): \$5,000
AGGREGATE LIMIT AMOUNT PAYABLE: \$25,000

TOTAL LIABILITY ENDORSEMENT PREMIUM: \$303

TOTAL LIABILITY PREMIUM: \$2,261