

Public Infra  
9-15-14

City Copy

CONTRACT

CONSENT

This contract is made and entered into this 5 day of September, 2014, by and between Crafts Inc. (hereinafter "Contractor"), located at 3403 Menasha Avenue, 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**, Crafts Inc., located at 3403 Menasha Avenue, PO Box 190 Manitowoc, Wisconsin 54221-0190 intends to perform miscellaneous membrane repairs needed due to hail damage at Rahr-West, Lincoln Park Zoo (Snow Leopard Exhibit), Fire Station #4, Department of Public Works Main Building (Roof #1, #2 and #3) and S. 19<sup>th</sup> Street Lift Station located in Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Crafts Inc. Proposal.

**WHEREAS**, Crafts Inc. has the ability to perform miscellaneous membrane repairs needed due to hail damage as outlined in "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 **\$16,940.00**.
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. 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:** Crafts Inc.  
3403 Menasha Avenue  
PO Box 190  
Manitowoc, WI 54221-0190

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.

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**Crafts, Inc.**  
3403 Menasha Ave.  
P.O. Box 190  
Manitowoc, WI 54221-0190  
Phone: (920) 682-7707  
Fax: (920) 682-9753  
www.craftsroofing.com



TO: City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220  
Attention: Jim Muenzenmeyer

7/21/2014

## PROPOSAL

WORK ORDER #: 1680

City of Manitowoc – Misc. Hall Damage Repairs  
900 Quay Street, Manitowoc, WI 54220 USA

*Crafts, Inc. proposes to do the following work:*

All labor, material and equipment to furnish and install the following:

Complete Hail Damaged Architectural Sheet Metal and Roofing Repairs per attached Sheet

<b>PRICE</b>	<b>\$16,940.00</b>
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**GENERAL CONDITIONS:**

- (a) Unless otherwise stated, work called for herein is to be performed during our regular working hours. Overtime rates will be charged for work outside of regular hours.
- (b) Unless otherwise stated, this proposal is based on the assumption that the existing roof does not contain friable asbestos or any material containing asbestos and this proposal does not incorporate costs to handle or dispose of ACM (Asbestos Containing Materials).
- (c) CRAFTS INC. shall not be responsible for any damages or expenses resulting from project specifications not conforming to the requirements of the law, codes or other accreditation (such as LEED, IGBC or other programs).
- (d) CRAFTS INC. shall not be responsible for delays or defaults where occasioned by any causes of any kind beyond its control, including but not limited to: armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires, floods or accidents.
- (e) No credit or allowance shall be made for alterations, unless such credit or allowance has been agreed to in writing before such alterations are made.
- (f) Unless otherwise stated in this proposal, the Material and Energy costs included in performing the work under this proposal are subject to increase if this proposal, within 30 days of proposal date, is not accepted in writing with full authority given to CRAFTS INC. to make project purchases for the client, or when client's needs require either a delayed purchase or delayed client payment schedule which would delay material and energy purchases more than 60 days from proposal date.
- (g) CRAFTS INC. cannot be held accountable for delays and/or material price increases caused by energy and/or material availability allocation or shortages whether by manufacturers, other trades delays to projects due to availability allocation/shortages delaying their project work, or by governmental directives.
- (h) Fuel and Freight Surcharges will be passed along to the client as an additional cost.
- (i) CRAFTS INC. Fleet Fuel Surcharges and Energy Surcharges in excess of 10% above the average costs per gallon for fuels needed at time of proposal of liquid fuels, and per pound/gallon/dekatherm for gases, will be passed on as an added client cost.

**TERMS OF PAYMENT: NET 10 DAYS**

1-1/2% interest per month will be charged on all accounts over 30 days.

Unless otherwise indicated this proposal is subject to written acceptance within 30 days of its date.

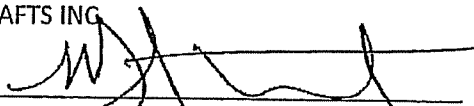
There are no representations, promises, warranties, agreements, or understandings not expressed herein.

ACCEPTED \_\_\_\_\_  
Purchaser

BY \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Respectfully submitted,  
CRAFTS INC.

BY   
Michael Schutz Vice-President

ACCEPTANCE DATE \_\_\_\_\_

Scope of Miscellaneous Membrane repairs needed due to Hail Damage – City of Manitowoc:

<b>#3 Rahr-West</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Cap flashing - large	49.91 LF
<hr/>	
<b>#6 Lincoln Park – Zoo-Snow Leopard Exhibit</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Cap flashing – 8"	64.67 LF
<b>#6 Lincoln Park – Zoo-Bear Exhibit</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
2. R&R Cap Flashing -8"	72.42 LF
<hr/>	
<b>#10 Fire Station #4-Fire Station #4 Vehicle/Equipment Roof</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Gable Trim for metal roofing – 26 gage	102.00 LF
<b>#10 Fire Station #4-Park Maintenance – EPDM Flat Roof</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Cap Flashing	12.00 LF
<hr/>	
<b>#15 Public Works-Main Building – Roof #1</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Gutter - box - aluminum - 6" - west	81.00 LF
2. R&R Rubber roofing repair at gutter flange - Perimeter adhered system - 90 mil	1.62 SQ
3. R&R Cap flashing - steel – large	60.00 LF
<b>#15 Public Works-Main Building – Roof #2</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
4. R&R Gravel stop fascia - metal - 6"	58.50 LF
5. R&R Rubber roofing repair at gravel stop flange - Perimeter adhered system - 90 mil	1.17 SQ
<b>#15 Public Works-Main Building – Roof #3</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
6. R&R Gravel stop fascia - metal - 6"	77.67 LF
7. R&R Rubber roofing repair at gravel stop flange - Perimeter adhered system - 90 mil	1.55 SQ
<hr/>	
<b>#17 S. 19<sup>th</sup> Street Lift Station-600</b>	
<b>DESCRIPTION</b>	<b>QTY</b>
1. R&R Cap flashing – large	80.00 LF





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/26/2014

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (920) 437-7123      FAX (A/C. No.): (920) 431-6345		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Crafts, Inc. P.O. Box 190 Manitowoc WI 54221 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Fire Ins. Co. of Hartford		20478
	INSURER B: Transportation Insurance Co.		20494
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570054972449**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AGGREGATE PER PROJ. <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			2083194617 PACKAGE - COMMERCIAL	05/01/2014	05/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2083194620 AUTOMOBILE - COMMERCIAL	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			2083194648 UMBRELLA LIABILITY SIR applies per policy terms & conditions	05/01/2014	05/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 2 83194634 WORKERS' COMPENSATION	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ADDITIONAL INSURED ON THE GENERAL LIABILITY CITY OF MANITOWOC AS RESPECTS THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 30 DAY WRITTEN NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  CITY OF MANITOWOC 900 QUAY ST MANITOWOC WI 54220 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Services Central, Inc</i>
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Holder Identifier :

Certificate No : 570054972449



KMM  
OKD via  
e-mail

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -**  
**WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured 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 specified in the "written contract"; or

- c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
  - (1) The "written contract" requires you to provide the additional insured such coverage; and
  - (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";
- b. Described in B.1. above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities; or

50020001720831946173185



- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

Public Infra  
7-21-14

14-1509

RESOLUTION AUTHORIZING CONTRACT SIGNATURES AND AWARDING  
BIDS FOR HAIL DAMAGE REPAIRS

WHEREAS, the City of Manitowoc was struck by a hail storm on June 27, 2013 that caused significant damage to numerous City buildings and facilities; and,

WHEREAS, the Local Government Property Insurance Fund approved the City hiring A.C.E. Building Service, Inc. to serve as the construction manager; and

WHEREAS, the City, with the assistance of A.C.E., has been bidding projects for hailstorm repair and wish to award the bids so that work can begin in August 2014; and,

WHEREAS, the Common Council is only meeting once in the months of July and August, which would delay awarding bids and entering into contracts.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Common Council authorize Director of Public Infrastructure Dan Koski and Finance Director Steve Corbeille to award bids and enter into all contracts necessary to repair the damage caused by the hailstorm.

BE IT FURTHER RESOLVED that DPI Koski or his designee shall provide a monthly report to the Council on the progress of the hail repairs and notify the City Clerk of all contracts so that they are sufficiently recorded.

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until the Mayor and Common Council of the City of Manitowoc determine by majority vote that the hail damage has been satisfactorily repaired.

INTRODUCED JUL 21 2014 [Signature]

ADOPTED JUL 21 2014 \_\_\_\_\_

APPROVED 7/22/14 \_\_\_\_\_

[Signature]  
Justin M. Nickels, Mayor

This resolution was drafted by Kathleen M. McDaniel, City Attorney