

NOTICE of INTENT TO AWARD PUBLIC WORKS CONTRACT

The City of Manitowoc intends to award a contract to McMullen & Pitz Construction Company to repair the sheet pile cap at Manitowoc Harbor at a cost of \$24,500.00 without advertising for bids. This notice is given pursuant to the Wisconsin Statute Section 62.15, which provides that if the estimated cost of any public improvement exceeds \$5,000 but is not greater than \$25,000, a Class I Notice of the proposed improvement shall be published before the contract is executed. The contract shall be executed at the next Common Council meeting after publication.

Dated this 8th day of August, 2017

Published: August 11th, 2017

(Signed) Deborah Neuser, City Clerk

Published by authority of the Common Council of the City of Manitowoc, Wisconsin.

AGMT- 17-10 17-0839

CONTRACT

This contract is made and entered into this __/5 __ day of __ fugus + ___, 2017, by and between McMullen & Pitz Construction Company (hereinafter "Contractor"), located at 17 Maritime Drive, P.O. Box 8, Manitowoc, WI 54221-0008 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, McMullen & Pitz Construction Company located at 17 Maritime Drive, P.O. Box 8, Manitowoc, WI 54220 intends to furnish all necessary materials, labor and equipment to repair the sheet pile cap at Manitowoc Harbor as outlined in "Exhibit A", McMullen & Pitz Proposal.

WHEREAS, McMullen & Pitz Construction Company has the ability to perform the required work needed for Sheet Pile Cap Repair of approximately 430 LF of steel sheet pile channel cap.

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. <u>Scope of Work</u>. 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 are "Exhibit A).

- 3. <u>Contract Price</u>. The City agrees to pay to the Contractor for the performance of this contract the sum of \$24,500.00.
- 4. <u>Schedule</u>. 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 <u>December 31, 2017</u>.
- 5. <u>Liquidated Damages</u>. For every calendar day of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of <u>One-Hundred Dollars</u> (\$100).
- 6. <u>Payment Schedule</u>. 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. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.
- 7. <u>Assignment and Subcontracting</u>. Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
- 8. 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 nonrenewal, modification or cancellation.
- 9. <u>Applicable Statutes</u>. 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.
- 10. <u>Sales Tax Exemption</u>. The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
- 11. <u>Contract Notice</u>. Per Wisconsin State Statues 62.15, a Class I notice has been executed and published for this work.
- 12. 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.
- 13. <u>Indemnify</u>. 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 or indirectly 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, r agents.
- 14. <u>Default</u>. 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.

- 15. Permits. No Permits are anticipated for this project.
- 16. <u>Termination</u>. Either party may terminate this Contact with ten (10) days written notice to the other party.
- 17. 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:**

McMullen & Pitz Construction Company
17 Maritime Drive
P.O. Box 8
Manitowoc, WI 54221-0008

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.

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

- 23. 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.
- 24. <u>Heading</u>. 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.
- 25. 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 a 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.
- 26. 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 WINTESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

SOLE PROPRIETORSHIP OR PARTNERSHIP	CORPORATION
n/a Name of Proprietor or Partnership	McMullen & Pitz Construction Company Name of Componention
Sole Proprictor or Partner (Seal)	By: (South) President, Etich Pitz
Partner (Seal)	Attest: Secretary Assistant Secretary, Ted Jennejohn
Partner (Seal)	
	CITY OF MANITOWOC By: Justin M. Nickels, Mayor
	Attest:
STATE OF WISCONSIN)) ss. MANITOWOC COUNTY)	Deborah Neuser, City Clerk
•	August , 2017, the above named Justin M. Nickels and and City Clerk of the City of Manitowoc and acknowledge they Commonwealth
STATE OF WISCONSIN)) ss.	
MANITOWOC COUNTY)	
Personally came before me, this day of for McMullen & Pitz Construction Company and	, 2017, the above named Erich Pitz, President acknowledge they executed the foregoing instrument.
	Notary Public Manitowac County, WI My commission (expires)(is)



RENEE M. LEIBHAM Notary Public State of Wisconsin



17 Maritime Drive P.O. Box 8 Manitowoc, WI 54221-0008 Phone: (920) 682-0131 Fax: (920) 682-1099 www.mcmullenandpitz.net

6-6-17

Mr. Paul Braun City of Manitowoc 900 Quay Street Manitowoc, WI 54220

Page 1 of 3

Reference: Sheet Pile Cap Repair East of Bud Tower - Manitowoc Harbor

Dear Paul,

Per your request, we are pleased to submit this proposal for repairing approximately 430 LF of steel sheet pile channel cap located east of the unloading tower along the south bulkhead in the Manitowoc Harbor. This proposal is based on our site inspection on 8-17-16 and a follow up confirmation inspection on 6-6-17; all in accordance with the prices, terms and conditions set forth within:

Sheet Pile Cap Repair:

Furnish all necessary materials, labor, & equipment to perform the following scope of work:

- Mobilize material handler, welding machine, torch set, and small tools.
- Torch cut portions of the existing sheet pile wall that have leaned out into the river and would prevent the channel cap from fitting on top of the wall
- Remove existing channel cap as necessary, cut out damaged portions, and reuse good portions
- Fit the channel cap sections to the existing sheet pile wall; no modifications to the existing wall are included except for cutting out protrusions
- Re-attach the channel cap to the existing sheet pile wall with 3/8" x 4" x 4" x 6" angle clips spaced about 5' o/c (every other sheet pile)
- Use ¼" fillet welds, 1" of weld every 2", to connect sheet pile to clip angle and slip angle to channel cap
- 100 LF of new steel channel material is included to replace the damaged sections we don't think can be reused; 85 clip angles are also included
- This work scope is based on approximately 430 LF of wall cap repair, starting at the east side of the "Bud Tower" black fence
- No lawn restoration is included, but may be required by "others", depending on the time of year the work is completed.
- Reasonable efforts will be made to restore the wall cap to its original condition.
 However, given the current condition of the existing wall and cap, some horizontal and vertical misalignment should be expected.

TOTAL PROJECT: \$24,500.00



Page 2 of 3

This proposal is further based on the following conditions:

- 1. This proposal does not include any bonding costs.
- 2. The city would need to furnish some traffic barrels to notify the public of the work area.
- 3. No provisions have been made for any structural or cosmetic repairs to the steel sheet piling.
- 4. All utilities, overhead and underground that would interfere with our operations will be removed or shifted by others at no cost to us.
- 5. The site and the approaches to the site will be kept clear, level and accessible for our operations at all times.
- 6. This proposal includes the required project insurance limits.
- 7. This proposal includes 8-hour work days.
- 8. We request firm adherence to our credit policies to allow us to best serve our customers. You agree to pay all costs and expenses of any collection fees or legal proceedings, including reasonable attorneys' fees, to collect any delinquent account.
- 9. As required by the Wisconsin construction lien law, contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid.
- 10. Sales/Use Tax is included, if applicable.
- 11. All claims, disputes, and other matters in question arising out of, or relating to this agreement shall be submitted to binding arbitration and the parties hereto agree to execute and/or obtain the execution of all documents as may be necessary to submit such matters to arbitration. Such arbitration shall be conducted by three retired Wisconsin judges. The arbitration shall take place in Brown County, Wisconsin. Each party may select an arbitrator and the third arbitrator shall be selected by the two judges the parties designate.

Respectfully submitted

McMullen & Pitz Construction Co.

Ted Jenneiohn - Project Manager



17 Maritime Drive P.O. Box 8 Manitowoe, WI 54221-0008 Phone: (920) 682-0131 Fax: (920) 682-1099 www.memullenandpitz.net

6-6-17

Mr. Paul Braun City of Manitowoc 900 Quay Street Manitowoc, WI 54220

Page 3 of 3

Reference: Sheet Pile Cap Repair East of Bud Tower - Manitowoc Harbor

Please sign and date the "Acceptance of Proposal" and return at your earliest convenience. Upon receiving your acceptance, I will sign and send you a copy for your records. Thank you for your assistance in this matter.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. McMullen & Pitz Construction Co. terms are Net 30 days from the date of invoice. A 1-½% per month FINANCE CHARGE is applied to all accounts over 30 days. This is an ANNUAL PERCENTAGE RATE OF 18%.

INDEMNIFICATION to the fullest extent permitted by law, The City of Manitowoc shall indemnify and hold harmless McMullen & Pitz Construction Co. from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself. This indemnity and hold harmless provision shall continue to be in full force and effect notwithstanding the termination of this Contract, whether by expiration of time, operation or law or otherwise.

Price subject to change after 30 days.	
Date of Acceptance:	
	Signature
	Print/Type name above
Date of Acceptance:	
	Signature
	Print/Type name above



CERTIFICATE OF LIABILITY INSURANCE DATE(MM/DD/YYYY) 08/15/2017 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 have ADDITIONAL INSURED provisions or 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). CONTACT Aon Risk Services Central, Inc. PHONE (A/C. No. Ext); Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA (920) 437-7123 FAX (A/C, No.): (920) 431-6345 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURED INSURER A: ACUITY, A Mutual Insurance Company 14184 MC Mullen & Pitz Construction Company INSURER A: Great American Insurance Company of NY 22136 17 Maritime Drive O. Box 8 INSURER C Manitowoc WI 54221 USA INSURER D INSURER E INSURER F **COVERAGES CERTIFICATE NUMBER: 570067931663** 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 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF 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 POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) 03/31/2017 03/31/2018 TYPE OF INSURANCE **POLICY NUMBER** X COMMERCIAL GENERAL LIABILITY OMH 2205923 EACH OCCURRENCE \$1,000,000 GENERAL LIABILITY CLAIMS-MADE X OCCUR DAMAGE TO RENTED \$50,000 SIR applies per policy terms & conditions PREMISES (Ea occurrence) MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$2,000,000 POLICY X PRO-LOC PRODUCTS - COMP/OP AGG \$2,000,000 OTHER AUTOMOBILE LIABILITY L80726 03/31/2017 03/31/2018 COMBINED SINGLE LIMIT \$1,000,000 **BUSINESS AUTO ANY AUTO BODILY INJURY (Per person)** OWNED SCHEDULED BODILY INJURY (Per accident) **AUTOS ONLY AUTOS** NON-OWNED ¥ HIRED AUTOS PROPERTY DAMAGE CNLY AUTOS ONLY (Por accident) х UMBRELLA LIAB OMH 2205924 03/31/2017 03/31/2018 EACH OCCURRENCE OCCUR \$5,000,000 UMBRELLA **EXCESS LIAR** CLAIMS-MADE AGGREGATE \$5,000,000 DED X RETENTION \$25,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT 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 TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CITY OF MANITOWOC 900 QUAY STREET MANITOWOC WI 54220 USA **AUTHORIZED REPRESENTATIVE** Son Risk Services Contral Inc

0076492

AGENT COPY

GAI 2391 (Ed. 06 16)

MARINE COMMERCIAL LIABILITY BLANKET ADDITIONAL INSURED ENDORSEMENT

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

- 1. Otherwise covered by this policy; and
- 2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2017

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.

REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or 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). CONTACT Pam Hineman PRODUCER Marsh & McLennan Agency LLC PHONE (AIC, No. Ext): 262-785-9490 FAX (A/C. No): 262-785-9753 2725 South Moorland Road jáič, No, Ext): 262-785-9490 E-MAIL ADDRESS: Pam.Hineman@marshmma.com New Berlin WI 53151 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Interstate Insurance Company 31895 INSURED **MCMULPITZ** INSURER 8 : McMullen & Pitz Construction Co. INSURER C: 17 Maritime Dr. P.O. Box 8 INSURER D Manitowoc WI 54221 INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER: 1904476799** 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 ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE OCCUR 5 PREMISES (Eg occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER **GENERAL AGGREGATE** \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG OTHER: \$ **AUTOMOBILE LIABILITY** OMBINED SINGLE LIMIT (Es accident) ANY ALITO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS **BODILY INJURY (Per accident)** \$ HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per socident) \$ s **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ DED RETENTIONS s **WORKERS COMPENSATION** AVWCWI2584322017 3/31/2017 3/31/2018 X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N N/A E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Sheet Pile Cap Repair. **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE City of Manitowoc THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 900 Quay Street Manitowoc, WI 54220 AUTHORIZED REPRESENTATIVE