

14-1861

CONSENT

Public
Infra
9-15-14

CONTRACT

This contract is made and entered into this 8th day of Sept, 2014, by and between Lee's Color Studio LLC (hereinafter "Contractor"), located at 3401 Dewey 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, Lee's Color Studio LLC, located at 3401 Dewey Street, Manitowoc, Wisconsin 54220 intends to provide labor, materials and equipment necessary for prepping, priming and painting Maritime Metro Transfer Station monument lettering, exterior siding of Rahr West Art Museum, Lincoln Park Fieldhouse gutter/down spout, #4 salt shed roof, Visitor Center, Public Works doors and salt shed roof, City Hall door, Safety Building overhead doors and Washington Park door located in Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Lee's Color Studio LLC Proposal.

WHEREAS, Lee's Color Studio LLC has the ability to perform the required painting 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 **\$23,745.00**.
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 **November 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. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on August 27, 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 Contact 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: Lee's Color Studio, LLC
3401 Dewey Street
PO Box 418
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.

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"Exhibit A"



Lee's Color Studio LLC

3401 Dewey Street
PO Box 418
Manitowoc, WI 54220

Estimate

Date	Estimate #
7/23/2014	444

Name / Address
City of Manitowoc Jim Muenzenmeyer

Ship To
City of Manitowoc Hail Damage

Project

Item	Description	Total
24 Paint	Provide labor, materials and equipment necessary for prepping, priming painting. Maritime Metro Transfer Station monument lettering, exterior siding of Rahr West, Lincoln Park Field House gutter/down spout 48 lin ft, #4 salt shed roof, Visitor Center north man door, west fascia 125 lin ft, 7 light poles. Public works 8 doors, Public works salt shed roof, City Hall door #3, Safety Building 2 OH doors, Washington Park 1 door (women room) (priming not included on Salt Shed roofs).	23,745.00
Labor	Labor hourly rate for additional work, \$40 an hour.	0.00
Materials	Materials to use for wood are Hallman Hallman Primelock oil base primer and 185 Timbershade solid color Latex base stain. Materials to use for Monument sign is Hallmann Lindsay Aqua Alkyd or equal. Materials to use for hollow metal doors and frames, the overhead doors, gutter, downspouts and metal up lights use Hallmann Lindsay Pro Series Metal Kote or equal. Material to use on Salt Shed roofs is Hallmann Lindsay 320 Aluminum Kote or equal. (priming not included on Salt Shed roofs).	0.00
Total		\$23,745.00

Phone #	Fax #	E-mail
920-684.7232	920.684-7236	info.leescolorstudio@yahoo.com

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