



AGENDA

Building and Property Committee

Tuesday, July 21, 2015

10:00 a.m.

Jury Assembly Room

Lower Level, Courthouse Annex

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of June 30, 2015
5. Discuss/consider recommend County Board approve leasing approximately 50% of theater parking lot space to Stephenson National Bank for a period of five years at \$3,000.00 per year, action if any
6. Discuss/consider approve appropriation not to exceed \$50,000 from 2015 Maintenance Capital Outlay Fund for additional funding of IS server room air conditioning replacement project, action if any
7. Discuss/consider agreement with Schindler at a cost of \$14,920.00 to correct deficiencies in elevators per State inspection, action if any
8. Discuss/consider County Board purchase five (5) 2016 Chevy Impala LS from Ewald 's Hartford Ford, LLC of Oconomowoc, WI, action if any
9. Discuss/consider Facility Assessment agreement for Niagara Senior Center, subject to Corporation Counsel's approval, action if any
10. Discuss/consider approve appropriation not to exceed \$25,000 from 2015 Maintenance Capital Outlay Fund for facility assessment of UW Marinette Field House, action if any
11. Discuss/consider pending RFP's, action if any
12. Department Head Report
 - Relocation of Facility Director's office to Ella Court building
 - Other
13. Future agenda items
14. Set next meeting date
15. Adjournment

Addendum(s) when applicable

cc: Mike Behnke
Russ Bousley
Mike Cassidy
Ken Mattison
Vilas Schroeder

Supervisors present at this meeting may constitute an unintended quorum of other county board committees. Supervisors appointed to the committee shall participate in action. Others may be present to listen and observe.

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

<p>If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)</p>
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1926 Hall Avenue, Marinette, WI 54143-1717



MINUTES

Building and Property

June 30, 2015
UW Extension Conference Room
Third Floor, Courthouse

MEMBERS PRESENT: Supervisors Mike Behnke, Russ Bousley, Mike Cassidy, Ken Mattison, and Vilas Schroeder

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, and Facilities Director James Swanson

1. Call to order

Chair Behnke called the meeting to order at 8:30 a.m.

2. Agenda

Motion (Cassidy/Schroeder) to approve agenda. Motion carried.

3. Public Comment

4. Minutes

Motion (Bousley/Cassidy) to approve minutes of May 12, 2015. Motion carried.

5. Sheriff Auction Items

Motion (Mattison/Schroeder) to approve posting Sheriff surplus items on Wisconsin Surplus website. Motion carried. Exhibit A

6. Facility Assessment Agreement for Niagara Senior Center

No action at this time.

7. Facilities Director's Report

- Ella Court Metasys update
- IS Server Room AC

8. Future Agenda Items

RFP for replacement of IS Server Room AC backup unit and primary unit

9. Adjournment

Motion (Cassidy/Mattison) to adjourn at 8:51 a.m. Motion carried.

Next meeting date: July 21, 2015 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk
Date approved/corrected:

GRANT OF PARKING EASEMENT

THIS GRANT OF PARKING EASEMENT is made this _____ day of _____, 2015, by MARINETTE COUNTY WISCONSIN, having an address of 1926 Hall Avenue, Marinette County, WI 54143 (“Grantor”), in favor of THE STEPHENSON NATIONAL BANK & TRUST having an address of 1820 Hall Avenue, Marinette, WI 54143 (“Grantee”).

Name and Return Address:
Attorney Gale Mattison
1926 Hall Avenue
Marinette, WI 54143

WHEREAS, the Grantor is the owner in fee simple of certain real property used as a parking lot located in Marinette County, Wisconsin, more particularly described as follows (the “Property”):

(Parcel Identification Numbers)

Lots Two (2) through Ten (10), and the 16’ alley in Block One (1) of I Stephenson’s First Addition to the City of Marinette, Wisconsin.

RECITALS:

- A. GRANTOR is the owner of the Property located in Marinette County, Wisconsin, described above and commonly known as the Theater Lot.
- B. GRANTEE operates a national bank at 1820 Hall Avenue, Marinette, WI 54143.
- C. GRANTOR wishes to grant to GRANTEE easement rights for vehicular parking as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by GRANTOR. GRANTOR grants to GRANTEE for the benefit of GRANTEE and its agents, employees, guests, licensees, and invitees a nonexclusive easement:

(a) to use any portions of the property, not to exceed 50 percent of the total parking spaces at any given time, for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from the Property and public rights-of-way;

(b) to park vehicles on any portion of the Property that is used for vehicular parking;

2. Maintenance. GRANTOR shall at all times maintain the easement, parking areas, and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standard applicable to parking lots in the municipality in which GRANTOR and GRANTEE are located, including periodic patching, resurfacing, and restriping, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Maintenance shall be performed by GRANTOR at the GRANTOR'S expense. GRANTEE shall pay GRANTOR the sum of \$3,000.00 per year as a maintenance reimbursement fee commencing January 1, 2015. In the event this easement is terminated as provided herein, GRANTOR shall refund to GRANTEE the prorated annual maintenance fee which has been paid in advance and which would apply to the period GRANTEE would not have parking rights granted herein.

3. Term. This Agreement shall have an initial term of 5 years. . This agreement may be terminated by either party with or without cause upon 120 day written notice of termination.

4. Covenant Runs with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTOR and GRANTEE and their respective successors and assigns. The easements granted herein is appurtenant to the Property and may not be transferred separately from, or severed from, title to the Property. Furthermore, the benefits of the easement granted under this Agreement shall not be extended to any parties.

5. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Marinette County, Wisconsin.

8. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

12. Restrictions or Change of Use. GRANTOR shall not during the term of this Agreement or any Renewal Term thereof take any action which would change the use of the Property for public parking of vehicular traffic unless written notice of termination is provided 120 days in advance of any such change. Except as otherwise provided herein in the event of termination GRANTOR shall not take any actions which prohibit or restrict GRANTEE'S exercise of the easement granted herein. GRANTOR shall be entitled to restrict access on a temporary basis for the purposes of performing maintenance, resurfacing, or striping of the Property.

TO HAVE AND HOLD, unto the GRANTEE and its successors and assigns.

Personally came before me this _____ day of _____, 2015, the above-named _____, to me known to be the person who executed the foregoing instrument and to me known to be such President of said Corporation, and acknowledged the same.

Notary Public, _____ County, WI
My Commission: _____

THIS INSTRUMENT DRAFTED BY:
KIM A. COGGINS
COGGINS & WOLFE
P.O. BOX 737
MARINETTE, WI 54143

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County a municipality, hereinafter referred to as COUNTY, and **Johnson Controls**, hereinafter referred to as VENDOR, for the purpose of the **RFP#15-044-34 – Information Services Server Room Air Conditioner Replacement.**

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: **James Swanson, Facilities Director**
Whose principal business address is: **Marinette County Maintenance**
1926 Hall Avenue
Marinette, WI 54143

VENDOR agent and contact person is:

Name: **Todd Fischer**
Title: **Branch General Manager**
Company: **Johnson Controls**
Address: **N961 Towerview Drive**
City, State: **Greenville, WI 54942**
Telephone: **(920) 831-3826**

2. VENDOR agrees the following services, as set forth in **Proposal #15-044-34 dated June 10, 2015**, including **Addendum #1**, both attached and incorporated as **Exhibit A**, shall be provided to Marinette County.

- a. **Pricing to include \$48,750 for the Information Services Room Air Condition Replacement and \$41,785 for Addendum #1 Option for Liebert Unit. Replacement. Total Contract: \$90,535.**

3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated **July 6, 2015**, attached and incorporated as **Exhibit B**.

4. Start/Completion dates to be determined.

5. COUNTY agrees to the following:

- Payment Terms- COUNTY will pay the VENDOR within 30 days of receipt of an invoice.

6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

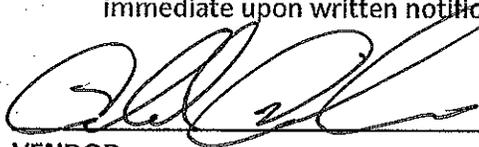
Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.



VENDOR

7-13-15

Date

todd.w.fischer@jci.com

VENDOR EMAIL ADDRESS:

Kathy Brandt, County Clerk

Date

**REQUEST FOR PROPOSAL (RFP)
#15-044-34**

**FOR:
INFORMATION SERVICES (IS)
SERVER ROOM AIR CONDITIONER REPLACEMENT**

**POSTING DATE:
JUNE 10, 2015**



**RESPONSE DEADLINE:
JULY 6, 2015
2:00 P.M. CENTRAL STANDARD TIME (CST)**

**TO:
JAMES SWANSON, FACILITIES DIRECTOR
MARINETTE COUNTY MAINTENANCE DEPARTMENT
1926 HALL AVENUE
MARINETTE, WI 54143**

**RFP#15-044-34 Contract Exhibit A
(14 Pages)**

Table of Contents

I.	BACKGROUND	3
II.	TENTATIVE PROJECT TIMELINE.....	3
III.	RFP DUE DATE	3
IV.	RFP QUESTIONS	4
V.	RFP SUBMISSION REQUIREMENTS.....	4
VI.	SCOPE OF SERVICES	4
VII.	WORKERS COMPENSATION INSURANCE	6
VIII.	AUTO LIABILITY INSURANCE.....	6
IX.	GENERAL LIABILITY INSURANCE	7
X.	ADDITIONAL INSURED	7
XI.	SUBCONTRACTOR.....	7
XII.	WAIVER OF SUBROGATION	7
XIII.	PROOF OF INSURANCE	7
XIV.	FINANCIAL VERIFICATION.....	7
XV.	OTHER.....	7
XVI.	PROJECT CHANGES	8
XVII.	ATTACHMENTS	8
	ATTACHMENT A	9
	ATTACHMENT B	10
	ATTACHMENT C	11
	ATTACHMENT D	12

I. BACKGROUND

This request for proposal is for the removal and replacement of the existing Contempo air conditioner unit in the Information Services server room located in the ground level of the Courthouse building and the condensing unit located outside the Courthouse on the ground.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	6/10/15
Site Walk Through at 9:00 a.m. on:	6/24/15
RFP questions due by 2:00 p.m.	6/25/15
RFP questions answered by 2:00 p.m.	6/26/15
RFP responses due from potential vendors by 2:00 p.m.	7/6/15

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Facilities Director by no later than **2:00 p.m. central time on July 6, 2015**. Proposals shall be clearly labeled **RFP#15-044-34 – IS Server Room Air Conditioner Replacement** and submitted to the location/address listed below. Faxed proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Jim Swanson, Facilities Director
Marinette County Maintenance Department
RFP#15-044-34 - IS Server Room Air Conditioner Replacement
1926 Hall Avenue
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, June 25, 2015, via e-mail to jswanson@marinettecounty.com. Clearly mark the e-mail **RFP#15-044-34 – IS Server Room Air Conditioner Replacement**. Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on June 26, 2015, not later than 2:00 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and one copy are required to be submitted.

The proposal must include:

Attachment A, RFP#15-044-34 IS Server Room Air Conditioner Replacement
Attachment B, Statement of Understanding of Proposal
Attachment C, Addendum Sheet – if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

BACKGROUND:

The Information Services (IS) server room is located at 1926 Hall Avenue, Marinette, WI.

SCOPE:

Removal and replacement of the existing Contempo air conditioner unit in the Information Services server room located in the ground level of the Courthouse building and the condensing unit located outside the Courthouse on the ground. Vendor to

verify heat loads and new equipment capacity to maintain a 70-72°F temperature inside server room. Also, includes interconnecting refrigerant piping replacement and electrical requirements. New system will become primary unit for server room. Existing Leibert unit must be configured to automatically back-up new system in event of failure. Controls to monitor new system status and adjust system set points are required to be tied into Johnson Controls Metasys.

INCLUDES:

- Demolition
 - Remove existing Contempo air conditioning unit and condensing unit for replacement
 - Properly recycle with documentation, include:
 - Scrap weights
 - Refrigerant captured
 - Verify housekeeping pad is adequate from unit
 - Modify as needed
 - Repair all penetrations into building
- (1) Leibert Model BF067ADCDEI Challenger 3000 Environmental Control Unit
 - Manufacture and/or Model can be substituted for equivalent or greater option
- Ambient Lee ACCU Model DCSL104-Y air-cooled condensing unit
 - Manufacture and/or Model can be substituted for equivalent or greater option
 - Requires new concrete pad for ACCU
 - Location to be determined
- Controls will be Johnson Controls and will be incorporated into existing BAS system
 - Contact Jim Teunas @ JCI for pricing
 - Mobile – 920.915.3136
 - E-mail – james.w.teunas@jci.com
- Piping & Insulation
 - Insulation required for piping between ACCU and Leibert indoor unit
 - Piping for the new condenser sized for the new equipment and refrigerant.
 - Piping shall be copper ASTM B280 copper-type “L” ACR tubing
 - Fittings shall be wrought copper brazed joint fittings meeting ANSI/ASME B16.22
 - Provide accessories as needed which are not provided by equipment manufacturer
 - Refrigerant piping shall be insulated on the suction side with ¾” wall armaflex insulation with a minimum R-value of 2.8
 - Insulation exposed to UV rays must be jacketed or rated for the application

- Any additional penetrations required will need to be repaired and patched to original conditions
- Upon completion of piping, the system must be evacuated and charged with new refrigerant after performing leak testing.
- Additional Work
 - Provide the necessary electrical power disconnection and re-connection
 - Verify the existing breaker will handle the new amp draw. Upgrade if necessary.
 - Provide the required insulation for the new piping. Insulation must meet/exceed minimums per the State of Wisconsin.
 - Provide a three-year warranty for parts and labor from system start-up date. Include a warranty letter stating the start-up date and coverage.
 - Provide the necessary general carpentry work required to facilitate movement of equipment to the lower level of the building. Door frames may need to be removed and re-installed to accommodate equipment size. Includes all wall repairs and painting.
 - Verify housekeeping pad is adequate for the new conditioning unit. Install new pad if required.
 - Unit must display and allow control from the existing Metasys program and controls. Variables to be agreed upon.
- General Notes
 - Contractor must obtain the required local and State of Wisconsin permits
 - Provide three hard copies and one electronic copy of the operation and maintenance manuals upon completion of the project
 - Provide start-up of the new system. Include a copy of the start-up documents with the O&M manuals.
 - Work will need to be coordinated to minimize any inconvenience to building occupants. Prior to starting work, equipment submittals shall be provided for approval prior to ordering the equipment or starting any work.

Site walk-through on June 24, 2015 at 9:00 a.m.

VII. WORKERS COMPENSATION INSURANCE

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

VIII. AUTO LIABILITY INSURANCE

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

IX. GENERAL LIABILITY INSURANCE

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

X. ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

XI. SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

XII. WAIVER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

XIII. PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XIV. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XV. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

XVI. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XVII. ATTACHMENTS

Attachment A, RFP#15-044-34 – IS Server Room Air Conditioner Replacement

Attachment B, Statement of Understanding

Attachment C, Addendum Sheet

Attachment D, Sample Contract

**ATTACHMENT A
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
TABULATION SHEET**

**Information Services Room Air Conditioner Replacement
Per Specifications**

\$ _____

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) #15-044-34 – IS Server Room Air Conditioner Replacement and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

**ATTACHMENT C
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
ADDENDUM SHEET**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____
Signature

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D

MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as VENDOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Name
Whose principal business address is: Department
Address
Marinette WI 54143

VENDOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. VENDOR agrees the following services, as set forth in the proposal dated _____, attached and incorporated in **Exhibit A**, shall be provided to Marinette County.
3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated _____, attached and incorporated as **Exhibit A**.
4. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
5. Start/Completion dates to be determined.
6. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
7. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

8. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

9. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
10. This contract may be amended in writing by mutual agreement of both parties at any time.
11. This agreement shall be governed by the laws of the State of Wisconsin.
12. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date

ADDENDUM #1

RFP# 15-044-34 - IS SERVER ROOM AC UNIT

1. Provide option to interface new Liebert unit to the existing Liebert unit which will remain as back-up system.
2. Provide option to replace both air conditioning systems. Original scope is to replace existing Contempo unit and condensing unit. Option would be to also replace the existing Liebert unit and condensing unit. The operation of both units needs to work as a lead/lag operation to balance operational hours between both units. Must interface utilizing BackNET technology. Both units must tie into Metasys for monitoring and control. Replacement would need to be coordinated with Marinette County Information Services and Maintenance departments. Replacement schedule would need to provide for uninterrupted cooling for server room.
3. Marinette County has option to retain reclaimed refrigerant for use in other County units. Otherwise, vendor to dispose of used refrigerant according to all regulations.

ATTACHMENT A
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
TABULATION SHEET

Information Services Room Air Conditioner Replacement

Per Specifications

\$48,750

Addendum #1 Information Services Liebert Unit Replacement \$41,785

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.


Signature of Duly Authorized Individual

7-6-15
Date

Printed Name: Todd Fischer

Title: Branch General Manager

Address: N961 Towerview Drive Greenville, WI 54942

Phone Number: 920-831-3826

Email Address: Todd.w.fischer@jci.com

ATTACHMENT B
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
STATEMENT OF UNDERSTANDING OF PROPOSAL

Johnson Controls, Inc.
Vendor name

N961 Towerview Drive
Vendor's address

Greenville, WI 54942
City State Zip code

Kip Zilisch Project Manager
Contact person's name & position

920-378-1650
Vendor's Phone number Vendor's Fax Number

We have read the County's Request for Proposals (RFP) #15-044-34 – IS Server Room Air Conditioner Replacement and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP


Signature of vendor or vendor's Representative

7-6-15
Date

ATTACHMENT C
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
ADDENDUM SHEET

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 Revised on 6/25/15 Initials TF
Addendum #2 _____ Initials _____
Addendum #3 _____ Initials _____
Addendum #4 _____ Initials _____
Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____

Signature

Date 7/6/15

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and Schindler Elevator Company, hereinafter referred to as VENDOR, for the purpose of the Elevator Inspection Repairs-2015.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Jim Swanson
Whose principal business address is: Maintenance Department
1926 Hall Avenue
Marinette, WI 54143

VENDOR agent and contact person is:

Name: Rodney Siegfried
Title: Account Manager
Company: Schindler Elevator Company
Address: 17 Park Place, Suite 925
City, State: Appleton, WI 54914
Telephone: 920.716.1210

2. VENDOR agrees the following services, as set forth in the response, dated July 15, 2015, to the Request for Proposal will be provided to Marinette County, included and incorporated by reference as attachment A.
3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

Schindler Edgerton
VENDOR
Jeff Case
Date 7/16/15

Kathy Brandt, County Clerk

Date

SCHINDLER ELEVATOR CORPORATION

699 North Hickory Farm Lane
Suite A
Appleton, WI 54914-8287
Phone: 920-243-4984
Fax: 920-730-8983

UPGRADE ORDER AGREEMENT

Date: 06/30/2015

Estimate Number: RSID-9XUNJP (2015.2.1)

To:

Marinette County
1926 Hall Ave
Marinette, WI 54143-1717

Customer:

Marinette County
Courthouse
Marinette, WI 54143-1717

Attn: Jim Swanson

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

Inspection Report 2015

Courthouse Traction

Safety Test - 5-Year/CAT 5 | Traction

The ASME A17.1 2010 / CSA B44-10 elevator safety code requires a comprehensive elevator safety test, usually on a five year basis. These tests are conducted to help insure safe and proper operation of the elevator.

Schindler Elevator Corporation proposes to provide all labor, material and supervision required to perform the following scope of work during regular working hours of the elevator trade:

- Inspect the governor trip speed and pull-through calibration.
- Load the elevator with weights equal to its rated capacity, and test the safety at rated load and rated speed.
- Test the buffer at rated load and rated speed.
- Test the brake at 125% of rated load.
- Inspect and test normal and final stopping devices
- Test leveling zone and leveling speed.
- Test inner landing zone for static control elevators.
- Inspect operation of fire emergency service, emergency power system, and power door system as applicable.
- Test emergency stopping distance.
- Submit the results of the test to required authorities.

Note that the testing of elevator safety devices creates the possibility of damage to the elevator equipment. We will take reasonable precautions prior to the test to minimize this possibility, and if defects are found before the test, our technician will stop work and you will be notified of any extra cost involved to make the necessary corrections. Any damages resulting from the test, or defects noted during the test, will need correction before a satisfactory report can be submitted to the governing authority, and if necessary we will provide you with an estimate for any associated costs.

Lock Emergency Exit

Schindler will close and lock the escape hatch on the car top. Schindler will install a new hasp if necessary.

Shorten Cables

Currently the cables are too long and the counterweight is hitting the buffer when the car is at the top floor. Schindler will shorten the existing cables and test for proper operation.

Courthouse #1 Jail

Inspect Oil Return or Install Bucket

Currently the inspector stated that the float is missing on the oil return units. Schindler will inspect and fix or replace the oil return with a 5 gallon bucket to meet code.

Courthouse 2

Troubleshoot Phone

Currently the phone is not working. Schindler will troubleshoot the phone and submit a proposal to fix the problem.

UW Marinette Lift

Replace Battery on E-Light and Phone

Schindler will replace the existing battery on the E light and phone circuit. IF there is additional work required, Schindler will issue another proposal for that work.

Replace Bulb on E-Light

Schindler will replace the burnt out bulbs

Library

Install Vandalproof Buttons (8)

Currently the existing hall button at the lobby level is broken due to vandalism or misuse. Schindler will install (8) new vandalproof buttons - (2) hall calls, (2) car calls, (1) Door Open, (1) Door Close, (1) Phone, and (1) Alarm Bell. This will reduce the amount of calls to replace the current standard style buttons.

One spare button will be left on site for future replacement

Replace Bulb on E-Light

Schindler will replace the burnt out bulbs

Door Protection | Standard

The Schindler GateKeeper light curtain car door protection system is designed to help protect passengers from closing elevator car doors. GateKeeper will immediately initiate reversal of a closing elevator car door even if an object as small as a finger moves into its path.

Our proposal includes all labor, material, engineering and supervision required to perform the following scope of work during regular working hours of the elevator trade:

- Remove the existing mechanical or Infrared safety edge and related equipment.
- Supply and install new transmitter and receiver units.
- Mount the power supply unit on the top of the elevator car and connect to the receiver and transmitter.
- Perform all necessary interfacing with existing door operator.
- Test operation and return the unit back into service.

Human Services

Replace Battery on E-Light and Phone

Schindler will replace the existing battery on the E light and phone circuit. IF there is additional work required, Schindler will issue another proposal for that work.

Inspect Oil Return or Install Bucket

Currently the inspector stated that the float is missing on the oil return units. Schindler will inspect and fix or replace the oil return with a 5 gallon bucket to meet code.

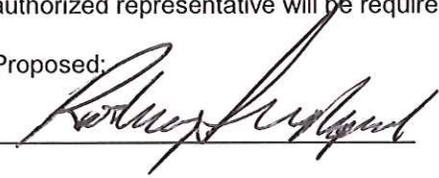
Price: \$14,920.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

Payment: 35% of the price is due upon acceptance of this proposal;
40% of the price is due as work progresses within 30 days of invoice;
Balance due upon completion, within 30 days of invoice.
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



Accepted:

By: Rodney Siegfried

By: _____

For: Schindler Elevator Corporation

For: Marinette County

Title: Account Manager

Title: _____

Date: 6/30/2015

Date: _____

Approved:



By: Jeff Case

Title: District Manager

Date: 7/16/15

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

REQUEST FOR PROPOSAL - BID TABULATION SHEET

MOTORPOOL VEHICLES

POSTED: 6/10/15/ QUESTIONS DUE: 6/24/15/ QUESTIONS ANSWERED: 06/25/15 / BIDS DUE: 07/6/15 2:00 P.M.

COMPANY:		WITT FORD	PALMEN MOTORS	EWALD'S HARTFORD FORD, LLC
STREET ADDRESS:		10 US HWY 141 N	5431 75TH STREET	36866 E. WISCONSIN AVE
CITY/STATE/ZIP:		CRIVITZ, WI 54114	KENOSHA, WI 53142	OCONOMOWOC, WI 53066
CONTACT:		ROBIN HANSON	MARK JENSEN	CHRISSY GENSCH
EMAIL CONTACT:		RHANSON@WITTFORD.COM	MARKJ@PALMEN.COM	CGENSCH@EWALDAUTO.COM
PHONE:		800-261-9488	262-697-3100	262-567-5555
ALTERNATE PHONE:		715-854-7404	888-745-5334	-
FAX:		715-854-2890	262-697-3604	262-560-1303
ATTACHMENT A:				
UP TO (5) FIVE-PASSENGER VEHICLES				
ONE UNIT	2016 FORD FUSION S		\$18,126.96	
TWO UNITS	2016 FORD FUSION S		\$36,253.92	
THREE UNITS	2016 FORD FUSION S		\$54,380.88	
FOUR UNITS	2016 FORD FUSION S		\$72,507.84	
FIVE UNITS	2016 FORD FUSION S		\$90,634.80	
ONE UNIT	2016 DODGE DART SE			\$17,550.00
TWO UNITS	2016 DODGE DART SE			\$35,100.00
THREE UNITS	2016 DODGE DART SE			\$52,650.00
FOUR UNITS	2016 DODGE DART SE			\$70,200.00
FIVE UNITS	2016 DODGE DART SE			\$87,750.00
ONE UNIT	2015 DODGE DART SE			\$17,100.00
TWO UNITS	2015 DODGE DART SE			\$34,200.00
ONE UNIT	2016 FORD FOCUS SE			\$18,011.50
TWO UNITS	2016 FORD FOCUS SE			\$36,023.00
THREE UNITS	2016 FORD FOCUS SE			\$54,034.50
FOUR UNITS	2016 FORD FOCUS SE			\$72,046.00
FIVE UNITS	2016 FORD FOCUS SE			\$90,057.50
	SERVICE MANUAL			\$350.00
	TRANSFER PLATES			\$70.50
ONE UNIT	2016 FORD FUSION SE			\$19,335.50
TWO UNITS	2016 FORD FUSION SE			\$38,671.00
THREE UNITS	2016 FORD FUSION SE			\$58,006.50
FOUR UNITS	2016 FORD FUSION SE			\$77,342.00
FIVE UNITS	2016 FORD FUSION SE			\$96,677.50
	SERVICE MANUAL			\$350.00
	TRANSFER PLATES			\$70.50
ONE UNIT	2016 CHEVY IMPALA LIMITED LS			\$17,992.50
TWO UNITS	2016 CHEVY IMPALA LIMITED LS			\$35,985.00
THREE UNITS	2016 CHEVY IMPALA LIMITED LS			\$53,977.50
FOUR UNITS	2016 CHEVY IMPALA LIMITED LS			\$71,970.00
FIVE UNITS	2016 CHEVY IMPALA LIMITED LS			\$89,962.50
	MAY DELETE MAINTENANCE			(\$150.00)
	WARRANTY FOR A CREDIT OF \$150/EA			
ATTACHMENT B:				
UP TO (2) SEVEN-PASSENGER 6-CYL				
ONE UNIT	2016 DODGE GR CARAVAN SE	NO BID	\$22,380.00	\$21,320.00
TWO UNITS	2016 DODGE GR CARAVAN SE	NO BID	\$44,760.00	\$42,640.00
	TOWING PKG/PER VEHICLE		\$680.00	N/A
	KEYS/PER VEHICLE		\$400.00	N/A
ONE UNIT	2016 FORD TRANSIT CONNECT LWB XLT			\$24,254.50
TWO UNITS	2016 FORD TRANSIT CONNECT LWB XLT			\$48,509.00
	ELECTRIC LOCKING REAR AXLE FOR PLOWING PER VEHICLE			\$385.00
	TRANSFER PLATES			\$70.50
ATTACHMENT C:				
3/4 TON 4 WD PICKUP TRUCK	2016 FORD F250 4X4 XL	\$25,857.38		
	TRANSFER PLATES	\$70.50		
	2016 DODGE RAM 2500 CREW		\$27,100.00	
	CAB TRADESMAN PKG			
	2015 CHEVY SILVERADO 2500			\$28,021.00
	WARRANTY FOR A CREDIT OF \$150/EA			(\$150.00)
	2016 FORD F250 XL			\$25,642.00
	TRANSFER PLATES			\$70.50
NOTES:				FINAL ORDER DATE FOR 2015
				CHEVY SILVERADO 2500 IS
				7/23/2015 - REGISTRATION FEES
				NOT INCLUDED.

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and Somerville, Inc., hereinafter referred to as VENDOR, for the purpose of the Niagara Senior Center Facility Assessment – Task A & B.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Jim Swanson
Whose principal business address is: Maintenance Department
1926 Hall Avenue
Marinette, WI 54143

VENDOR agent and contact person is:

Name: Michael Kadow
Title: President
Company: Somerville, Inc.
Address: 2100 Riverside Drive
City, State: Green Bay, WI 54301
Telephone: 920.437.8136

2. VENDOR agrees the following services, as set forth in the response, dated June 19, 2015, to the Request for Proposal will be provided to Marinette County, included and incorporated by reference as attachment A.
3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

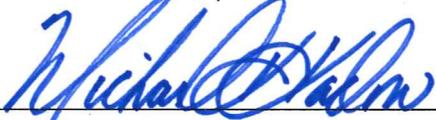
Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, ~~defend~~ and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action ~~of any type or nature whatsoever~~, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the ~~performance under this agreement~~ *negligence* by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.



VENDOR

07/15/2015

Date

Kathy Brandt, County Clerk

Date

12. *AAA Document B102-2007 attached hereto is made part and parcel of this Agreement, dated June 25, 2015, eight (8) pages total plus Exhibit A.*



Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Twenty-Fifth day of June in the year Two Thousand Fifteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Marinette County
1926 Hall Avenue
Marinette, WI 54143

and the Architect:

(Name, legal status, address and other information)

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301

for the following Project:

(Name, location and detailed description)

A facility assessment of Marinette County's Niagara Senior Center, located at 569 Washington Avenue, Niagara, Wisconsin 54151.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

The Architect shall conduct a facility assessment as outlined within Exhibit A – A/E Services Fee Proposal, attached hereto.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence; occurrence);	\$1,000,000 damage to rented premises (each
\$10,000 medical expense (any one person);	\$1,000,000 personal and adv. Injury;
\$2,000,000 general aggregate;	\$2,000,000 products-comp/op. aggregate

Excess/ Umbrella Liability
\$5,000,000 each occurrence; \$5,000,000 aggregate

.2 Automobile Liability

Init.

\$1,000,000 combined single limit (each accident/any auto);

.3 Workers' Compensation

W.C. Statutory Limits:	\$1,000,000 E.L. each accident
\$1,000,000 E.L. disease – each employee	\$1,000,000 disease –policy limit

.4 Professional Liability

\$2,000,000 per claim	\$2,000,000 aggregate
-----------------------	-----------------------

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable

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portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, Owner agrees to release, and for third party claims, to indemnify Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

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Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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§ 5.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

(Paragraph deleted)

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.1.1 On an hourly basis not-to-exceed:

Task A – One Thousand Eight Hundred Twenty-Five and no/100 dollars (\$1,825.00), plus reimbursable expenses.

Task B – One Thousand Seven Hundred Fifty and no/100 dollars (\$1,750.00), plus reimbursable expenses.

§ 6.1.2 Hourly Billing Rates and additional services authorized by the Owner will be charged on an hourly basis according to the following hourly rates. The rates shall be adjusted in accordance with the Architect's and the Architect's Consultants' normal review practices.

Principals	\$168.00 per hour
Senior Project Architect	\$138.00 per hour
Senior Project Engineer	\$138.00 per hour
Senior Project Manager	\$124.00 per hour
Project Engineer	\$120.00 per hour
Project Architect	\$118.00 per hour
Senior Designer of Engineering Systems	\$108.00 per hour
Architect	\$106.00 per hour
Engineer	\$106.00 per hour
Specifications Writer	\$105.00 per hour
Senior Interior Designer	\$100.00 per hour
Project Manager	\$ 98.00 per hour
Designer of Engineering Systems	\$ 95.00 per hour
Senior Designer	\$ 92.00 per hour
Designer	\$ 80.00 per hour
Senior Drafter	\$ 72.00 per hour
Interior Designer	\$ 65.00 per hour
Drafter	\$ 65.00 per hour
Support	Per Individual

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; mileage to and from the Owner's Project site will not be billed;
- .2 Long distance services;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;

(Paragraphs deleted)

- .5 All taxes levied on professional services and on reimbursable expenses;

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Amount shall be negotiated at the time of Termination.

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Twelve percent, 12 % per annum, or one percent (1%) per month of the unpaid balance.

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 6.4.5 In accordance with Wisconsin Statutes Chapter 779 – Lien Law, the Architect hereby notifies the Owner of its Lien rights as follows:

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID".

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§8.1 Neither the Architect, the Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2

- .3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit A – A/E Services Fee Proposal, dated June 19th, 2015, two (2) pages total.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

James Swanson, Facilities Director

(Printed name and title)

(Signature)

Michael K. Kadow, AIA, President

(Printed name and title)

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EXHIBIT A

Two (2) Pages Total



June 19, 2015

Mr. James Swanson
Marinette County – Facilities Director
1926 Hall Avenue
Marinette, WI 54143

RE: A/E Services Fee Proposal
Niagara Senior Center – Facility Assessment
Niagara, Wisconsin

Dear Jim:

Somerville, Inc. is pleased to respond to your request with this proposal for Architectural / Engineering services for the project listed above.

It is our understanding that the scope of the project is to include:

- Task A Services: Determine the best means to repair or replace the failing glu-lam fascia beam.
 - Review existing drawings
 - Conduct site verification to define existing conditions
 - Develop proposed solution
 - Provide Opinion of Probable Cost
 - Services do not include engineering and development of bid documents
- Task B Services: Provide a general overview of the facilities condition:
 - This visual inspection will be completed by an architect and will serve the purpose of identifying other areas of concern that may warrant further review or corrective action

Somerville, Inc. will perform the following A/E services related to the scope of the selected tasks of the project listed above:

- Visit the site and perform a visual inspection of the existing facility
- Documentation of the existing conditions through photographs and field notes.
- Preparation of the actual conditions report as outlined in the scope above for the selected tasks.

Somerville, Inc. will provide the services listed above for an hourly not-to-exceed fee of:

Task A: \$1,825.00

Task B: \$1,750.00

design matters

2100 Riverside Drive
Green Bay, WI 54301-2390
T: 920.437.8136
F: 920.437.1131
somervilleinc.com

Standard reimbursable expenses such as printing, postage, phone, vehicle mileage, and all travel (airfare, hotel, and meals) are additional and will be submitted with a nominal 10% mark-up. Upon your approval, we will prepare and send an AIA B104 Contract.

Thank you for this opportunity; we look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,

Jason Hale

Jason Hale
Project Architect

I:\PROPOSALS AND CONTRACTS\Clients\Marinette County\Proposals\Marinette County Niagara Senior Center Proposal
Letter_Revised 06-19-15.docx

d e s i g n m a t t e r s

2100 Riverside Drive
Green Bay, WI 54301-2390
T: 920.437.8136
F: 920.437.1131
somervilleinc.com



SOMEINC-01 RSAUER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2015

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 Johnson Insurance Northeast 318 South Washington Street Green Bay, WI 54301	CONTACT NAME: Jami Erickson	
	PHONE (A/C, No, Ext): (920) 446-7400 FAX (A/C, No): (877) 254-8586	
	E-MAIL ADDRESS: jerickson@johnsonins.com	
INSURED Somerville Inc 2100 Riverside Dr Green Bay, WI 54301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: RLI Insurance Group	13056
	INSURER B: OneBeacon Insurance	21970
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 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			PSB0003664	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PSA0001848	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PSE0002089	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002721	08/01/2014	08/01/2015	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabil			DPL329514	03/30/2014	08/01/2015	Each Claim 2,000,000
B	Professional Liabil			DPL329514	03/30/2014	08/01/2015	Aggregate 2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Marinette County 1926 Hall Ave Marinette, WI 54143	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>Chas. B. Budweiser</i>

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