MINUTES

Building and Property

Tuesday, March 10, 2015
Jury Assembly Room
Lower Level, Courthouse Annex

MEMBERS PRESENT:	Supervisors Mike Behnke, Russ Bousley, Mike Cassidy, Ken Mattison, and Vilas Schroeder
MEMBERS EXCUSED:	
OTHERS PRESENT:	Deputy County Clerk BobbieJean Borkowski, Facilities Director James Swanson, Eagle Herald and Peshtigo Times

1. Call to order

Chair Behnke called the meeting to order at 10:00 a.m.

2. Agenda

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

3. Public Comment

None

4. Minutes

Motion (Mattison/Cassidy) to approve minutes of January 13, 2015. Motion carried.

5. Building Rooftop Space Lease Agreement Assignment with Nsighttel Wireless, LLC

Motion (Schroeder/Behnke) to approve Building Rooftop Space Lease Agreement assignment to Nsighttel Wireless, LLC. Motion carried. Exhibit A

6. Johnson Controls Assignment – Upgrade Ella Court Metasys System

Motion (Bousley/Cassidy) to approve agreement with Johnson Controls, pending Corporation Counsel's approval and pending recommendation to Finance Committee for approval of additional $10,500.00 funding for upgrading Ella Court Metasys System. Motion carried. Exhibit B

7. Building Service, Inc. Agreement – Child Support Workspace Partition

Motion (Mattison/Schroeder) to approve agreement with Building Service, Inc., pending Corporation Counsel's approval and pending recommendation to Finance Committee for approval of $3,300 funding to complete project for Child Support Workspace Partition. Motion carried. Exhibit C

8. Pending RFP's

- RFP UW Marinette Library Roof Replacement due March 11, 2015
- RFP UW Marinette Library Roof Top Units due March 11, 2015

9. Facilities Director's Report

- LEC Heated Storage
- Custodian Update
- HHS Conference Room Remodel
- Courthouse Boiler Items
- UW-Marinette Roof-top Unit Update
- Fieldhouse/Pool update
- Future Projects

10. Future Agenda Items

- Bids for UW Marinette Library Roof Replacement and Roof Top Units

11. Adjournment

Motion (Schroeder/Bousley) to adjourn at 11:45 a.m. Motion carried.

Next meeting date: Tuesday, April 14, 2015 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk
Date approved/corrected:

EXHIBIT A

450 Security Blvd. • Green Bay, WI • 54313 • Phone 920-617-7000 • Fax 920-617-5721
P.O. Box 19079 • Green Bay, WI 54307-9079 www.nsight.com

February 9, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Marinette County
Marinette County Courthouse
Attn: County Administrator
1926 Hall Avenue
Marinette, WI 54143

RE: Building Rooftop Space Lease Agreement dated May 8, 2001 (the "Agreement") between Marinette County and Wisconsin RSA #4 Limited Partnership d/b/a Cellcom ("RSA #4)
Location: 1926 Hall Avenue, Marinette, Wisconsin 54143
Site Name: Marinette County Courthouse

Dear Landlord:

Northeast Communications of Wisconsin, Inc. (a/k/a and hereinafter, "Nsight") commenced a project to consolidate its corporate structure, largely through the consolidation of its wholly-owned subsidiaries (including, among others, RSA #4). On December 1, 2014, RSA #4 transferred all of its leases to Nsighttel Wireless, LLC ("NTW"). NTW is and will remain a wholly-owned subsidiary of Nsight. RSA #4, however, ceased to exist after this project was complete.

As part of this transaction, it is intended that RSA #4's rights and obligations under the Agreement referenced above will be assigned to, and assumed by, NTW. According to the terms of that Agreement, a mutually acceptable written agreement signed by both parties is required. One purpose of this letter is to obtain consent and fulfill this requirement per the terms of the Agreement.

I can assure you that you will have the same, if not more, assurances of full and adequate performance by NTW of all of the requirements stated in the Agreement. Again, a purpose of the Nsight corporate restructuring project is to consolidate the assets and operations of its various subsidiaries; so NTW will prove to be a solid and stable tenant with more than adequate resources to fulfill its obligations.

I ask that you evidence your consent by executing a copy of this letter where indicated below and returning it to me at your earliest convenience.

Upon and after the December 1, 2014 closing date, the notice address for NTW will be:

Nsighttel Wireless, LLC
Attn: Legal Department
450 Security Blvd
Green Bay, WI 54313

-or-

P.O. Box 19079
Green Bay, WI 54307-9079
Phone: 920-617-7000
e-mail: legal@nsight.com

If you have any questions, please do not hesitate to contact me at (920) 617-7101. Thank you.

Very truly yours,

James W. Lienau
V.P. Corporate Technical Services and CTO

On behalf of Marinette County, I hereby consent and agree to the above-referenced Assignment.

MARINETTE COUNTY

By: _____

_____
Print Name and Title

5/8/01 original agreement
Building Rooftop Space

9.5 **Survival.** The provisions of this Article IX shall survive the termination or earlier expiration of this Agreement with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

ARTICLE X
DAMAGE, DESTRUCTION, OR CONDEMNATION

10.1 **Lessor May Repair or Restore Upon Insured Loss.** If the Building is damaged or destroyed by fire, vandalism, or other casualty, this Agreement shall continue in full force and effect if Lessor repairs or restores the Building within ninety (90) days of such fire or other casualty, to the condition which Lessor furnished the same to Lessee on the Commencement Date. In the event Lessor elects to not make such repairs, Lessor shall deliver written notice to Lessee of Lessor's election to not repair the Building; and Lessee shall have the right to terminate this Agreement effective as of the date of the damage.

10.2 **Rent Abatement.** If, through no fault of Lessee or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessee, the Building is damaged so as to render the same substantially unusable for its intended purpose, the Base Rent shall abate for such period while Lessor, at Lessor's expense, restores the Building to the condition which Lessor furnished the same to Lessee on the Commencement Date.

10.3 **Condemnation.** If the entire Building, or a substantial portion thereof so as to render either unusable for its intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Agreement shall, at the option of either Lessor or Lessee, be terminated upon thirty (30) days prior written notice; and the Base Rent and other charges due hereunder shall be prorated to the date of such taking or sale.

ARTICLE XI
MISCELLANEOUS

11.1 **Assignment and Subletting.** Lessor or Lessee may assign or sublet this Agreement, in whole or in part, upon a mutually acceptable written agreement signed by both parties. Notwithstanding any such assignment, the assigning party shall remain secondarily liable for the full and adequate performance of all obligations existing under this agreement.

11.2 **Successors and Assigns.** All of the covenants, agreements, terms, and conditions contained in this Agreement shall inure to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, and successors and/or assigns.

EXHIBIT B

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made between Marinette County, a municipality, hereinafter referred to as COUNTY, and Johnson Controls, Inc., hereinafter referred to as VENDOR, for the purpose of the Marinette County Ella Court Metasys.

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: Leif Nygaard
   Title: Appleton Branch Service Manager
   Company: Johnson Controls, Inc.
   Address: N961 Tower View Drive
   City, State: Greenville, WI 54942
   Telephone: 920.400.0902

2. VENDOR agrees the following services, as set forth in the response, dated March 12, 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.

Johnson Controls 3/12/2015

VENDOR Date

Kathy Brandt, County Clerk Date

PROPOSAL

Johnson Controls, Inc.
Building Efficiency
N961 Tower View Drive
Greenville, WI 54942
920-831-3800 / FAX 920-831-3801

DATE: March 12, 2015

TO: Mr. James Swanson
Marinette County Courthouse
1926 Hall Avenue
Marinette, WI 54143-1717

PROJECT: Ella Court AHU Controls Upgrade

Thank you for the opportunity to put a proposal together for you with regards to upgrading the air handling unit at Ella Court to digital controls.

We propose to furnish the material and/or perform the work described below for the net price of Ten Thousand Five hundred dollars.....$10,500.00

1. Install Metasys digital controls on the Ella Court Air Handling unit to replace the Honeywell controls. The parts to be included:
   a. Control Panel
      i. 1 MS-FEC2611-0 Controller
      ii. 1 MS-IOM4711
      iii. 1 PAN PWR Supply
      iv. 6 EP-8000-2
      v. 4 RH3B-ULAC24V
      vi. 4 SH3B-05
      vii. 1 VHGA-100
      viii. 1 DPT2640-OR5D-1
   b. Field Parts for Air Handler
      i. 2 TE6311M-1
      ii. 1 TE6316M-1
      iii. 1 HE67N3-0N00P
      iv. 3 CSD-CS1G1-1
      v. 1 HL-67N5-8N00P
      vi. 1 FTG18A-600R
      vii. 1 TE631AM-1
      viii. 1 TE-6313P-1
2. Labor needed to add programming for the air handling unit and connecting it to Metasys at the courthouse.
3. Labor and material to pull the cable between the courthouse and Ella Court.

BENEFITS:

- Digital controls will provide better control over the unit than pneumatics minimizing energy consumption.
- Digital controls will allow you to respond from the courthouse or remotely instead of having to run over to the building to see what is happening.
- Digital controls provides the potential to make adjustments remotely and not have to go over to the building and make manual adjustments.
- Digital controls will provide immediate alarming.

TERMS AND CONDITIONS:

Standard progress billing will be applied.

DURATION:

This project will take about 3 days of on-site work to complete, contingent upon availability of field personnel.

Items Not Included:

ATTACHMENT A

ALTERNATES TO THIS PROPOSAL ARE AS FOLLOWS:
None

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

(IMPORTANT: This proposal incorporates by reference the terms and conditions the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

30 DAYS

JOHNSON CONTROLS, INC.

Purchaser -- Company Name

Signature

Signature

Name: _____

Name: Leif Nygaard

Title: _____

Title: Service Manager

Date: _____

Form 975-A90 (Rev. 6/88)

Printed in USA

ATTACHMENT A

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to **10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance ,it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIESafter , EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF, MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** JCI shall be responsible for damages caused directly by its employees in the execution of the ir work. JCI shall not be liable for consequential damages arising in any manner from the work performed in this agreement.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and completion and acceptance of the work.

7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson, Etc.

8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

ATTACHMENT A

EXHIBIT C

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made between Marinette County, a municipality, hereinafter referred to as COUNTY, and Building Service, Inc., hereinafter referred to as VENDOR, for the purpose of the Marinette County Child Support Workspace Partition.

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: Colette Berres
   Title: Account Executive
   Company: Building Service, Inc.
   Address: 2920 North Ballard Road, Suite B
   City, State: Appleton, WI 54911
   Telephone: 920.882.4205

2. VENDOR agrees the following services, as set forth in the response, dated March 3, 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.

VENDOR James Macaskove Exec VP BSI — 3-3-15 Date

Kathy Brandt, County Clerk — Date

design • build • furnish
interiors for business

March 3, 2015

Marinette County
1926 Hall Avenue
Marinette, WI 54143
Attn: Jim Swanson

Project #78265

Proposal for: Ultrawall

BSI is pleased to submit this proposal to furnish labor and materials required to perform all work in accordance with the following:

Attachment #1 - Description of Work

- Material handling and delivery
- Furnish and install 4" vinyl cove base on new wall
- Furnish and install new 8' high vinyl wrapped (Pumice Series) Ultrawall according to attached drawing
- Wall partition to match existing wall partition in Marinette County Child Support Office
- Marinette County to provide electrical boxes and seal-tite at time of installation. These will be inside partition to facilitate electrical installation.
- Wall to extend 88" with a 36" side panel
- All work to be done first shift

Project Total: $3,330.00

Terms of Payment
- **50% down payment required**
- All invoices due within 10 days of receipt. Interest at a rate of 2.5% per month will be charged on all delinquent payments.
- No payment shall be withheld on any invoice because of partial delivery of the entire order.
- BSI limits credit card transactions to $1000.00 per contract, all transactions will be assessed a 4% processing fee.

This proposal is subject to written acceptance within (30) days of its date.
The terms on the attached are expressly made a part of this agreement.

Accepted by _____ Date _____
Signature
Title

Presented by Colette Berres Date 03.03.15
Colette Berres
Account Executive
BSI (Building Service Inc.)

All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.

BSI (Building Service Inc.) 3-3-15 Date
BSI State Contractor License #1096956
Ken VP
Title

Corporate Office
W222 N630 Cheaney Rd.
Waukesha, Wisconsin
53186-1697

262-955-6400

North
2920 N. Ballard Rd.
Suite B
Appleton, Wisconsin
54911-8318

920-735-3636
888-735-3636
Fax 920-735-3629

www.buildingservice.com

ATTACHMENT A

Re: Ultrawall

design•build•furnish
Interiors for business

Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

Warranty

- All work is warranted by BSI (Building Service, Inc.) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest). No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale.

Delays

- If delivery cannot be made as scheduled (due to conditions imposed by the customer) buyer will pay any applicable warehousing and redelivery charges. The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms.

Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein. In addition, supply without cost; necessary light, heat, power, elevator service and a safe environment for BSI and its associates. BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site.
- The site shall be clean, clear and free of debris prior to commencement of work. Adequate facilities for off-loading, staging, moving and handling shall be provided.
- After arrival at site, any loss or damages by weather, fire or other elements, other trades or buyers' personnel shall be the responsibility of the buyer. Purchaser must notify BSI, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI.

Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed or other suitable arrangements are not made, this contract shall then terminate and BSI shall then be paid for the work performed by it up to the time of the termination of its performance. BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises.
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard.

Changes

- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings.
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

Prime Contractor

- Where BSI is Prime Construction Contractor the following notice is hereby given in accordance with Sec. 779.02(2) of the Statutes of the State of Wisconsin, to wit:

  "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BSI HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS 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 BSI, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Corporate Office
W222 N630 Cheaney Rd.
Waukesha, Wisconsin
53186-1697

262-955-6400

North
2920 N. Ballard Rd.
Suite B
Appleton, Wisconsin
54911-8318

920-735-3636
888-735-3636
Fax 920-735-3629

ATTACHMENT A