

**WAUNAKEE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION FACILITY COMMITTEE MEETING**

Monday, April 25, 2022

7:30 AM

Waunakee Community School District
905 Bethel Circle
Waunakee, WI 53597

Members of the public may attend Board of Education meetings in-person, and will be asked to check in with District personnel when you arrive.

Public comments will be limited to 3 minutes. The Board will allow 30 Minutes for public comments.

Public comments may be sent to Rebecca McDonough at district_administrator@waunakee.k12.wi.us up to one hour before the start of the Board meeting. All comments will be reviewed by the Board members. Emailed comments will be reviewed by the board but not read out loud. Emailed comments sent during any part of the board meeting (Board Development, Closed session, Open session) will be forwarded to the board but may or may not be reviewed by the board until after the board adjourns. Comments must include the commentator's name, address, and must identify their connection to the District (if any) and any group they are representing in order to be considered by the Board.

If you would like to address the Board in-person during the public comments section of the meeting, you will be greeted in the lobby of the building, asked to check in with District personnel when you arrive so that you can be recognized and address the Board when your name is called.

A recording of the meeting will be posted on the District webpage within 24 hours of the meeting time.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. CLOSED SESSION - ADJOURN TO CLOSED SESSION - PER WISCONSIN STATUTES 19.85 (1)(c)(e) and (f)

A. Update on future land options/future negotiations with a land owner
Administration will provide an update on the request for proposal process for land.
Attached please find four written proposals. There also was a verbal proposal that will be explained at the meeting.

IV. APPROVE AGENDA

V. PUBLIC COMMENTS

VI. REVIEW 2022-2023 CAPITAL MAINTENANCE PROJECTS

A. Revisions

The School Board approved the 2022-2023 Capital Maintenance Projects at the March

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school board meeting. Attached please find requested revisions to the 2022-2023 projects. These revisions are requested based on a continual analysis of the priorities for the 2022-2023 school year. The revised grand total matches the annual budgetary cost for capital projects.

B. Bethel Circle 4

Administration will share the results from the Bethel Circle request for proposal process. We received responses back from Vogel Brothers, Findorff, and CG Schmidt. In addition, the district will contract with our existing/approved vendors for HVAC, electrical, fire alarm, and carpeting. The cost for this project has been updated in the revised capital projects list. Administration is seeking feedback from the committee on selecting a proposal for approval.

VII. SOFTBALL ADVERTISING REQUEST **18**

The school board has approved a request to have advertising on the softball outfield fence. Administration has approved several advertisements but we are seeking your feedback on the potential advertisement that has been attached. Administration will also be requesting a review of policy language regarding this topic.

VIII. FUTURE MEETINGS

Administration will be requesting a meeting after the May school board meeting to continue the discussion on referendum planning.

IX. ADJOURN

“Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires assistance with access or materials should contact the Waunakee Community School District Office at 849-2000, 905 Bethel Circle Drive Waunakee, WI 53597, at least twenty-four hours prior to the commencement of the meeting so that necessary arrangements can be made to accommodate the request.”

2022/2023 Capital Projects									
Status	Item No.	Location	Description	Documented on FMP	Remaining Life (years)	Original Funds Requested	Funds Adjustments	Revised Funds Requested	Projected Final Costs
	1	Bethel	2 additional offices	no		\$35,000.00	\$20,000	\$55,000	\$55,000
	2	District-wide	Playground PlayMat	no		\$10,000.00	\$6,000	\$16,000	\$16,000
	3	District-wide	fields irrigation systems maintenance/repair	yes	4	\$5,000.00			\$5,000
	4	Arboretum	3rd & 4th Grade Classroom's Carpet & Stairs	yes	-6	\$34,000.00			\$34,000
	5	Arboretum	door 2 card access badge reader (2nd & 4th grade door)	no		\$3,650.00			\$3,650
	6	HES	remodel 2 new classrooms for 4th grade (Dan Carter verifying)	no		\$9,184.00			\$9,184
	7	HES	add locking capability for north gym	no		\$19,970.20			\$19,970
	8	HES	add 4th grade lockers (20)	no		\$7,000.00			\$7,000
	9	PES	library carpet, paint, book packing/moving	yes	-16	\$36,000.00			\$36,000
	10	PES	library lighting	yes	-6	\$12,000.00			\$12,000
	11	PES	Boilers	yes	-6	no quote	\$55,000		\$55,000
	12	MS	replace anti-slip material at (2) cafeteria ramps	no		\$7,900.00			\$7,900
	13	MS	Replace windows by door 1, 7	yes	-5	\$15,000.00			\$15,000
	14	MS	Carpet rooms 116,128,133,238,241	yes	-20	\$18,250.00			\$18,250
	15	HS	Old gym east bleacher railings add, and resurfacing, or replacement of indiv	no		\$25,000.00			\$25,000
	16	HS	Door #19 bathroom countertops (boys and girls)	no		\$7,500.00			\$7,500
	17	HS	North Water Main Meter Valves	yes	-21	\$2,890.00			\$2,890
	18	HS-Ath	Metering faucets - Warrior Stadium - women's restroom	no		\$1,623.95			\$1,624
ADD	19	POOL	Pool Vacuum - Automatic/Robot (Need Now)	no		\$0.00	\$10,000		\$10,000
ADD	20	POOL	-LaneLines	no		\$0.00	\$7,500		\$7,500
ADD	21	MS	Replace hot water heaters	yes	-15	\$0.00	\$26,000		\$26,000
ADD	22		Maint Truck and Plow	yes	-2	\$0.00	\$47,000		\$47,000
ADD	23	District	Emergency Repairs (HVAC, plumbing, Electrical, roofing)				\$103,532		\$103,532
703 Budget	x	Arboretum	Paint, 25%	yes	-6	\$5,000.00	-\$5,000	\$0	\$0
HOLD	x	Arboretum	LED hallway lighting throughout	no		no quote			\$0
HOLD	x	Arboretum	LED kitchen lights	no		\$2,839.00			\$0
703 Budget	x	PES	replace exterior light at door #1	yes	-6	\$980.00	-\$980	\$0	\$0
HOLD	x	PES	LED hallway lighting throughout	no		no quote			\$0
HOLD	x	MS	Install Carpet tile on landing by door 7 entrances	no		\$1,925.00	-\$1,925.00		\$0
HOLD	x	WMS	Carpet Tile Door 5 (\$1850) & 6 (\$2500) Landings			\$4,350.00	-\$4,350		\$0
NO	x	WHS	Field House HVAC Unit (Pete said Hundred's of Thous.)			\$250,000.00	-\$250,000	\$0	\$0
HOLD	x	WHS	LED Lighting In The Commons			wait			\$0
						\$515,062.15	\$12,777.00	\$71,000.00	\$525,000.15

PROPOSAL

Contact: John Cramer
Company: Waunakee School District
Street Address:
City: 905 Bethel Circle Waunakee, WI 53597



April 14, 2022
PROPOSAL NUMBER

Description: Install Demo and small office renovation for additional offices added to existing storage rooms

Description	Subtotal
Preconstruction	\$ -
Architecture	
Engineering	
City Fees (Urban Design, Plan Reviews, etc.)	
General Conditions	\$ 3,424
Supervision, Mobilization & Material Handling	
Trucking	
Building Permit - Allowance of \$850 included	
Dumpster (1) dumpster included	
Temporary Protection - Install Plastic Zip Walls and clean air machine to keep drywall dust contained	
Final Cleaning - four hours included	
Temporary Toilets - not included	
Hazardous Materials (i.e. lead, asbestos, etc.) - Abatement & Testing	Excluded
Demolition / Site Work	\$ 7,676
Demo ceiling Grid and Tile so that new walls can be installed	
Demo - In-fill of existing trench drain included (steel frame would remain)	
Demo - Open up the exterior wall for the new window install. The layout may need to change to avoid the wind brace cables	
Demo - Open up existing walls for new hallway entrances	
Demo - Remove lower cabinets (Removal only if Waunakee wants these moved off site for re-use we will need to increase the budget)	
Carpentry, Drywall, Concrete, Doors & Windows	\$ 15,638
New - Frame new walls	
New - Fur out interior side of the exterior wall	
New - Install New doors frames and hardware	
Finishes	\$ 10,890
Furnish and install new ceiling grid and tile	
Mud tape and paint existing and new walls where noted	
Furnish and install two new windows to match existing - Allowance of \$3,600 included	

PROPOSAL

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Street Address:
City: 905 Bethel Circle Waunakee, WI 53597



April 14, 2022
PROPOSAL NUMBER

Description: Install Demo and small office renovation for additional offices added to existing storage rooms

Description	Subtotal	
Fire Protection, Plumbing, Mechanical, & Electrical		
Fire Protection modifications	None	\$ -
Plumbing modifications	None	\$ -
HVAC modifications	None	\$ -
Electrical modifications	None	\$ -
Fire Alarm, Phone & Data modifications	None	\$ -
Subtotal		\$ 37,628
Contractors Estimating Contingency	0%	\$ -
Proposal Total		\$ 37,628

Items Not included per Owner Request and Direction	\$	-
Fire sprinkler		
Fire Alarm		
Electrical		
HVAC		
Carpeting		

If you have questions regarding this proposal please contact
James Brue - office 608-316-9390 or cell 608-381-0546

Terms & Conditions:

1. In the event that the actual scope of work varies from the above, the changes will be performed and billed on a time & material basis with normal mark up for overhead & profit.
2. All work included in this proposal is to occur during normal work hours M-F 7am-3:30pm. Work conducted outside normal work hours including overtime will be billed at 1.5 times the standard rate.
3. Payment due net 10 days from date of invoice. A 1 1/2% per month (18% annually) interest charge will be assessed on all past due account balances.
4. This proposal is valid for 30 days.
5. Owner is responsible for coordination and supervision of Owner supplied items, materials and subcontractors contracted directly with Owner. Findorff will not be responsible for impacts, schedule delays or added costs resulting from, these materials, subcontractors or suppliers.
6. Excludes Builder's Risk Insurance.

PROPOSAL

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Company: Waunakee School District
Street Address:
City: 905 Bethel Circle Waunakee, WI 53597



April 14, 2022
PROPOSAL NUMBER

Description: Install Demo and small office renovation for additional offices added to existing storage rooms

Description	Subtotal
7. Contractor's Contingency - This contract may include a construction contingency to be managed by the contractor. The Contractor's Contingency is a sum established and managed by the Contractor for its exclusive use to cover costs that are not otherwise recoverable by a change order. This contingency does not account for design revisions which result in an increase in the contractor's scope of work.	
8. Proposal per Site walk and Design Drawings provided by EUA Titled District Office Renovation	

Acceptance:

Company: Waunakee School District

Contact: John Cramer

Date

WAUNAKEE SCHOOL DISTRICT – DISTRICT OFFICE RENOVATION

Date: 4/15/2022

Scope:

Vogel Bros Building Co. will provide material, labor and equipment to complete the work identified for the above referenced project and drawing sheet per EUA's for the District Office Renovation located at 905 Bethel Circle with the following assumptions, clarifications and exclusions.

Base Bid: \$57,000

Alternate Bid 1 – ACT Ceiling in Central Storage Room 30: \$3,300

Alternate Bid 2 – Patch (2) Exterior Louver Openings: \$1,700

- Bid is based on regular work hours; overtime and 2nd or 3rd shift work is not included.
- This bid is based on negotiating mutually agreed to terms and conditions of the contract including, but not limited to, indemnification and insurance requirements
- Assumes onsite restrooms will be available for contractors use
- Existing casework shown to be removed to allow for new hallways is figured as salvaged and left in the existing room to be removed by others per onsite conversation with Scott Bauer.
- We have included removal of existing interior metal liner panel to allow for new drywall furring at exterior wall
- We have included drywall and insulation not shown on drawings for the right wall in Office 50.
- We have included concrete fill of existing floor trench. Trench is assumed to be 1'-0" wide x 27'-6" long x 12" deep
- New walls are fire taped and finished to deck height
- We assume the deck height to be 12' above finished floor or less
- New common wall between Central Storage Room 30 and new Hallway to be fire tape, finished and paint on hallway side, and only fire taped on Central Storage Room 30 side
- Existing doors were unable to be verified for existing species and color. We have included plain sliced white maple doors to be pre-finished in 1 color selected from manufacturer's standard finishing system
- Door hardware is figured as US26D satin chrome finish
- Acoustical ceiling tiles are figured as 2x2 square edge UG Radar in 15/16" grid
- Work will be scheduled once all materials have been procured
- Drawings do not call out any manufacturer for new windows. We have included (2) Tubelit 2x4 ½ dark bronze with awning windows. Windows to have roto operators and screens. Windows exclude integral blinds
- Lead times for wood doors are 14-15 weeks currently at the time of bidding
- Assumes onsite water is available for saw-cutting of block wall or a water truck can get inside the warehouse and be within ~100' of work.

- Excludes any work in Central Storage Room 30
- Excludes any structural modifications, misc. steel, lintels, etc.
- Excludes any and all masonry patching/toothing
- Excludes flooring patch at salvaged casework. Assumes owners subcontract will provide patching while installing new flooring for offices
- Excludes cost of electrical consumptions
- Excludes HVAC, Electrical, Fire Alarm, Fire Sprinkler, and Flooring. Owner to contract directly with these subs as identified in email to Jay Thomsen dated March 3, 2022
- Excludes drywall texture
- Excludes performance and payment bonds
- Excludes any hazardous material identification and handling
- Excludes tax's
- Pricing is valid for 30 days from date of proposal

Alternate Bid 1 Clarifications and Exclusions:

- Add ACT to Central Storage Room 30
- All other exclusions from base bid are included

Alternate Bid 2 Clarifications and Exclusions:

- Patch work will utilize exterior wall panel salvaged from creation of (2) new windows from base bid
- Assumes existing louvers are already disconnected from any and all mechanical systems and ductwork
- Assumes louvers can be just simply removed from the framed opening and patched.
- Assumes ACT ceiling grid will not be required to be removed for louver patch in Office 52
- Assumes office furniture will not be in the way at the time work is being completed
- Patch work to consist of attaching salvaged metal wall panel to existing framing and caulking exterior perimeter



April 13, 2022

Wauanakee Area School District

RE: Admin Building Office Buildout
905 Bethel Circle, Waunakee, WI

Dear Scott and John:

CG Schmidt proposes a Lump Sum price for the project noted above and per the undated plan titled "District Office Renovation" by EUA. This price is based on our interpretation of the preliminary/conceptual plans provided to us and upon subsequent correspondence with the district. To better understand this scope of work, we have listed inclusions and exclusions below:

Inclusions:

- 1 CG Schmidt will act as General Contract and includes coordination between our subcontractors and the district as well as subcontractors hired directly by the district.
- 2 CG Schmidt will schedule, host, and lead meetings regarding the project as necessary
- 3 CG Schmidt will provide job site supervision and management to complete the project per this proposal.
- 4 Our base bid includes adding drywall to the existing wood framed walls at the south of the "Central Storage" and along the east wall of the construction area which is currently just exposed studs. This includes tape, finish, and paint as well.
Our base bid includes removal of all existing ceilings within the construction space to be replaced with 2x2 grid and tile - this is more than what is shown on the plan but will be required due to existing construction of ceiling. Note that this will require electrical, fire sprinkler and fire alarm work.
- 5 Base bid includes new walls which extend to the underside of the roof deck for walls labeled 3SB-11 only
- 6 We include infill of existing trench with concrete only up to 16" deep. Existing condition was not observable at time of walk thru.
- 7 Ceiling tile will be Certainteed BET 157 (2x2 fine fissured square edge) or similar
- 8 Ceiling grid will be standard white steel 15/16"
- 9 Wall colors will be per those observed at walk-thru (Hallman Lindsay)
- 10 New doors to match existing and include 6"x28" lites - non-fire-rated
- 11 Includes up to (4) 20CY dumpsters, and temporary toilets for the duration of the project
- 12 Assumes use of existing building's electrical and water for construction purposes
- 13 Assumes work will be done during normal business hours
- 14 Supervision will be provided as needed

Exclusions:

- 1 We exclude direct contracting for fire sprinkler, fire alarm, electrical, HVAC, and flooring per the district's request
- 2 Hazardous material testing, abatement, or removal
- 3 Design, architecture, or engineering
- 4 Our base bid excludes extension of existing walls to the roof deck, or any other addition required to make the space a true fire separation that is not already in place. Base bid also excludes fire ratings on the new doors.
- 5 Floor prep or leveling
- 6 Removal, modification, or relocation of existing structural elements
- 7 Plumbing work (none identified)
- 8 Any work not described above

The Lump Sum construction cost to complete the base scope of work listed above is \$59,441

ADD: Alternate 1: Remove 2 louvers from exterior wall and patch with like siding material. Cost is \$2,601
_____ Initial Acceptance

ADD: Alternate 2: Add framing, drywall, and fire-taping to deck at all existing perimeter walls; Does not include fire rating on new or existing doors. Cost is \$19,123 _____ Initial Acceptance

We look forward to working with you on this project. Please contact me if you have any questions at 608-630-0113.

Sincerely,



Ben Delzer
Project Manager

ACCEPTANCE OF PROPOSAL

The above proposal is accepted and C. G. Schmidt, Inc. is authorized to proceed with the work specified.

Signature: _____

Date: _____

All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon the Owner's authorization and will become an extra charge over and above the estimate. Owner must carry fire, tornado, and other necessary insurance and assumes responsibility for any deductibles on those policies. Our workers are fully covered by statutory Worker's Compensation Insurance.

Payment will be made within 15 days of receipt of invoice. This proposal may be subject to review if not accepted within fourteen (14) days.

April 15, 2022

To: John Cramer
Waunakee Community School District

Re: HVAC; Administration Building, 905 Bethel Circle

Project Description: HVAC Modifications at Bethel Circle Administration Building

Scope of Work:

1. HVAC Modifications for Remodel based on Plan Sheet A101 from EUA – includes relocation of supply ducts and addition of transfer grilles for (2) new offices and storage space:
Price: \$3,000
2. Replace split system #3 (previously #5):
Price: \$12,150
3. Replace split system #4 (previously #8):
Price: \$12,750
4. Rebalance areas served by RTU including remodel area:
Price: \$1,500
5. Add transfer ducts for 23 rooms/offices that do not have them:
Price: \$6,500

Notes:

1. There are some zoning issues in the building that may be difficult to overcome without significant changes.

Thank you for your consideration on this project. Should you have any questions, please feel free to contact me at (608) 842-3932.

Sincerely,



Pete Rothering
North American Mechanical, Inc.



Proposal



H&R Carpets Inc
 608 E Main St
 Waunakee WI 53597
 (608) 849-7482

Proposal #: **7100**
 SaleDate: **03/04/2022**
 Next Install:
 Sales Rep: **Brent Ziegler**

SOLD TO:

**Waunakee Schools
 905 Bethel Circle
 Waunakee WI 53597**

SHIPPED TO

New Offices Bethel Circle

MATERIALS		COMMENTS	QUANTITY
1	Big Splash Modular-48.00 Angle	2 New offices and Hall	527.9967 SqFt
2	Cb-xx 1/8 4in X 4ft Toe-0.00 Grey		156 LnFt
3	Tec Feather Edge Skim Coat 10-0.00 Na	Prep Concrete around Trough	2 Each
LABOR		COMMENTS	QUANTITY
1	C - Carpet Tile Install	2 New offices and Hall	528 SqFt
2	Base - Install Vinyl		156 LnFt
3	Prep	Prep Concrete around Trough	2 Each

***Trough to be filled with concrete by others, H&R to feather out imperfections
 ***School to make final selection on product

SubTotal: \$3,850.00
Misc Chg: \$0.00
Total: \$3,850.00
Payments: \$0.00
Balance: \$3,850.00



14 Marsh Court • Madison, WI 53718-8805 • Phone 608-222-0105

P.O. Box 7428 • Madison, WI 53707-7428 • Fax 608-222-0230

PROPOSAL

CUSTOMER

PROJECT

Proposal Number

SCOPE OF WORK

We appreciate the opportunity to submit a proposal on this project and look forward to discussing it with you further. Please feel free to contact us with any questions or clarifications you may have regarding this proposal.

Proposal Prepared By

Signature _____

Name / Date _____

Total \$

We accept Visa & Mastercard, along with bank ACH or PayPal payment options on our website: www.westphalec.com.

The accounting department at Westphal & Co. can be reached at (608) 222-0105, during normal business hours.

Price is valid for 30 days • Fees and expenses will be billed as incurred • Payment of our progress and final billings is expected within 30 days of invoice date • Additional work, that is outside of the agreed-upon scope of this proposal, will require authorization to proceed • Price is based on straight time labor rates, unless otherwise noted • All work to be performed in a neat and workmanlike manner • All work to be performed in accordance with all national and local electrical codes • The scope of work is based on our knowledge of the current requirements and project goals • This proposal is based on current commodity pricing • Westphal & Co., Inc reserves the right to modify this proposal in the event there is a significant pricing increase or decrease prior work beginning • Warranties other than those offered by manufactures are not offered or implied, unless otherwise noted

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



3821 Anderson Road
DeForest, WI 53532-2988
main 608.216.0283 | fax 608.216.0284
www.jfahern.com

March 11, 2022

Work Location: Waunakee School
District Office Building
905 Bethel Circle
Waunakee, WI 53597

John Cramer
Waunakee School District
905 Bethel Circle
Waunakee, WI 53597

Phone: (608)849-2000
Email: johncramer@waunakee.k12.wi.us

Send Via: Email
Quote #: 360537 / 1

FIRE PROTECTION SYSTEM WORK ORDER SERVICE PROPOSAL

Dear John,

We are pleased to submit our proposal for Sprinkler System services at the above-referenced facility based upon our conversation and job site visit.

We will perform the proposed services, which are broken out by system in the attachments to this document, per your written approval. Should you elect to proceed with this work, please sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment.

We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Jeffrey Town
Senior Service Sales Representative

Phone: (608)223-7912

Email: jtown@jfahern.com

Enclosure



3821 Anderson Road
 DeForest, WI 53532-2988
 main 608.216.0283 | fax 608.216.0284
 www.jfahern.com

Sprinkler Service Agreement for Waunakee School District

John Cramer
 Waunakee School District
 905 Bethel Circle
 Waunakee, WI 53597

Phone: (608)849-2000
 Email: johncramer@waunakee.k12.wi.us

Send Via: Email
 Quote #: 360537/1

FIRE PROTECTION SYSTEM SERVICES

Scope of Work/Clarifications: Add and relocate sprinklers for the New Offices and Storage Room, per my site visit with John and plan A101.

Service Location: Waunakee School
 District Office Building
 905 Bethel Circle
 Waunakee, WI 53597

1	Date Requested: 03/11/2022	Fixed Price	\$2,570.00	Initial if Accepted
Description:		New Offices/Storage Room		

Total for All Services:			\$2,570.00
Contract Representative		Customer Authorized Representative Signature	
Name:	Jeffrey Town	Print Name:	John Cramer
Title:	Senior Service Sales Representative	Signature:	
Date:	03/11/2022	Date:	
		PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

NOTES AND CLARIFICATIONS

General Work Orders

SCOPE OF WORK:

1. Customer has requested Ahern to perform the above services as detailed in the attached quotation. All work shall be in accordance with the applicable NFPA Standards, and the terms and conditions contained herein.

PRICING:

2. This proposal is valid for 30 days from the date of the proposal.
3. The price and schedule set forth in this bid document for the Scope of Work of J. F. Ahern Co. ("Ahern") ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this bid, this bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on the applicable Product Price Indices (PPI) published monthly by the U.S. Department of Labor, Bureau of Labor and Statistics (see www.bls.gov/ppi). The amount of the adjustment will be determined by the percentage change (whether up or down) of each index applicable to the commodity materials used on this project between the PPI month the Contract Price was established and the actual month Ahern is released to purchase the respective commodity materials. This adjustment will only apply to price changes in excess of five percent (5%).

CLARIFICATIONS:

4. Alarms: It is the customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals. Ahern shall not be responsible for any costs or fees assessed by local fire departments or municipalities from unintended emergency calls or signals.
5. Existing System Modifications: New sprinklers to be piped from existing outlets. Modifications to existing piping to accommodate other trades are not included.
6. Hydraulic Calculations: Ahern has not included hydraulic calculations. New pipe sizes will be based on existing pipe schedule.
7. Materials: Necessary materials are included unless specified otherwise.
8. Notice to Proceed: Ahern requests a minimum of 48 hours notice to mobilize onsite and avoid potential additional costs.
9. Notifications: It is the customer's responsibility to notify the local fire departments and insurance company if the fire protection system is shut down or out-of-service.
10. Painting: Ahern has not included any painting, including cleaning of piping and protection of the installed sprinkler heads from paint.
11. Patching: Ahern has not included any removal/replacement of existing ceilings or patching/painting of new or existing drywall walls or ceilings.
12. Permits: Necessary permit fees for Ahern's work are included.
13. Pressure Tests: Hydrostatic testing is not included for new or existing piping.
14. Renovation: The existing overhead sprinkler system will be returned to service at the end of each workday.

It will be the responsibility of the customer to provide temporary Fire Protection measures in the event any agency requires this service.
15. Sprinkler Locations: Pendent sprinklers will be installed within approved tolerances, but not necessarily centered in ceiling tile or aligned with other ceiling fixtures.

General Terms and Conditions

ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order differing, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract.

PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, fires, floods, pandemics, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

REPORTS When inspection and/or test services are selected such inspection and/or test shall be completed on Seller's then current inspection form which shall be given to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of 1 year from delivery of said equipment, or, if installed by Seller, for 1 year from installation. This warranty does not extend to any equipment that others have repaired, abused, altered, misused or that has

not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of 30 days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within 30 days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within 30 days of the date of the original repair. Refrigerant leak repairs are warranted for a period of 30 days. If within 30 days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend and hold Seller harmless from any and all third party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or other. The foregoing limitation of warranty and liability shall supersede any and all other warranty terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other provisions and the remainder of the unaffected provisions.

WAIVER Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

INSURANCE Purchaser shall name Seller as an additional insured upon Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

CLAIMS AND CHOICE OF LAW The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one year after the accrual of the cause of action or one year after the claims arises, whichever is shorter, whether known or unknown when the claims arises or whether based on tort, contract, or any other legal theory. The law of Wisconsin shall govern the validity, enforceability and interpretation of this Agreement. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

INDEMNIFICATION To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with, in whole or in part, the acts or omissions of Seller, its suppliers, subcontractors, and their respective employees, agents or representatives whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler

system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra to the Contract price.

HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal or disposal of such hazardous materials.

WASTE MANAGEMENT If the work calls for the disposal of wastes (hazardous, non-hazardous or solid under applicable laws and regulations), it shall be performed in conformity with all applicable laws and regulations. Purchaser shall execute all manifests for the transportation, storage and disposal of any wastes removed from the project site. If directed by Purchaser, Seller may sign such manifests solely on behalf of and for the Purchaser, and Seller assumes no liability therefore and Purchaser releases and waives any claim against Seller and shall indemnify Seller from any claims or liability arising from or related thereto, in accordance with this paragraph. At no time will Seller take title to any solid and/or hazardous wastes located on or removed from the project site. Any such wastes shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges further that Seller has played no part in and assumes no responsibility for generation or creation of any waste that may be the subject matter of this Contract. Purchaser shall defend and indemnify Seller from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of Seller having contracted with Purchaser or that result from Seller having arranged for the disposal or transportation of wastes that were generated on or removed from the project site.

OSHA COMPLIANCE Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, 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 CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (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. LAST UPDATE: 10/2020



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