



PROPOSAL

Dodgeville Municipal Building HVAC PMA

Prepared for Barry Hottmann
November 6th, 2025

TABLE OF CONTENTS



Dodgeville Municipal Building HVAC PMA

SECTION 1 SCOPE OF WORK.....	3
SECTION 2 WHY AHERN?	9
SECTION 3 TERMS & CONDITIONS	11



3821 Anderson Road
DeForest, WI 53532
main 608.216.0283

jfa h e r n . c o m

November 6th, 2025

Barry Hottmann
Dodgeville Municipal Building
410 E Leffler St
Dodgeville WI 53533
Phone: 608-319-6770
Email: barry.hottmann@dodgevillewi.gov

RE: HVAC Planned Maintenance Agreement # 575270

Dear Barry:

J. F. Ahern Co. ("Ahern") is pleased to present its proposal for the necessary preventive maintenance for the heating, air conditioning, and ventilation equipment at the following location:

Dodgeville Municipal Building – 410 Leffler St Dodgeville WI 53533

This proposal incorporates the following components:

- Scope of Work, Equipment and Schedule Covered Under This Agreement
- Material Covered Under This Agreement
- Notes and Clarifications
- Ahern's General Terms & Conditions
- Sample Tasking

MAJOR SERVICE

The total price for **2025-2026** is:

Dollars **\$10,300.00**

The total price for **2026-2027** is:

Dollars **\$10,500.00**

The total price for **2027-2028** is:

Dollars **\$10,600.00**

This Agreement shall begin **December 1, 2025** for a period of up to three (3) years ending on **December 1, 2028**. A renewal of this Agreement will be sent thirty (30) days in advance of end date.

The above-described work will be billed **annually** in advance

This proposal, including the scope of work and general terms and conditions attached hereto constitutes the contract between the parties until and unless it is replaced by a subsequent document executed by both parties.



SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA



The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impact upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

If these terms are found to be acceptable, please indicate by signing this Agreement and returning it to our office at rpence@jfaahern.com.

Sincerely,

Ryan Pence

Ryan Pence
Mechanical Service Sales Representative

Phone: 608-852-9034

Email: rpence@jfaahern.com

Customer Authorized Representative Signature & Date

Printed Name & Title

This proposal including the notes and clarifications as well as the general terms and conditions attached hereto constitutes the contract between the parties until and unless it is replaced by a separate document executed by the parties.

99%

Last year, 99% of client survey responders reported they would **work with us again**.

SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA



MAJOR SERVICE

Ahern will provide services so that the customer's listed equipment receives a minimum of one comprehensive annual inspection each year. The major inspection is an in-depth diagnostic review of the equipment being tested. The purpose for this inspection is to identify potential failure points, ensure maximum energy efficiencies, help to prolong equipment life and improve environmental comfort and / or minimize production down time. Annual inspection tasks include, but are not limited to, those on the attached schedule(s). Deficiencies found during these inspections will be documented and presented to the customer.

Condenser Coil Cleaning: Ahern will provide **twice a year condenser chemical coil cleaning**. This will involve washing and rinsing coils to remove air borne debris. Ahern will provide condenser coil cleaner.

Filter Changing: Ahern will provide **Four times a year filter changing**. This will involve removing and replacing filters. Ahern will provide filters.

Belt Replacement: Ahern will provide **a one-time-a-year belt replacement**. This will involve removing and replacing any belt on equipment listed in the Agreement. Ahern will provide belts.

SCOPE OF WORK, EQUIPMENT & SCHEDULE COVERED UNDER THIS AGREEMENT

Dodgeville Municipal Building				Service Delivery Schedule			
Qty	Unit #	Equipment Description	Location	Spring	Summer	Fall	Winter
1	1	Boiler 1	Upstairs Mechanical room	FN	FN	MJ	FN
1	2	Boiler 2	Upstairs Mechanical room	FN	FN	MJ	FN
1	3	Boiler 3	Upstairs Mechanical room	FN	FN	MJ	FN
1	4	HW unit heater 1	Upstairs Mechanical room	FN		FN	FN
1	5	HW unit heater 2	Upstairs Mechanical room	FN		FN	FN
1	6	HWP-1	Upstairs Mechanical room	FN	FN	FN	FN
1	7	HWP-2	Upstairs Mechanical room	FN	FN	FN	FN
1	8	AHU-1	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	9	AHU-2	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	10	Exhaust Fan/new bathrooms	Upstairs Mechanical room	FN	FN	FN	FN
1	11	AHU-3	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	12	Exhaust Fan (EF2)	Upstairs Mechanical room	FN	FN	FN	FN
1	13	Condenser 3 (Library)	Roof	MJ,C	FN,C	FN	
1	14	Condenser 1-1 (West offices)	Roof	MJ,C	FN,C	FN	
1	15	Condenser 1-2 (West offices)	Roof	MJ,C	FN,C	FN	
1	16	Condenser 2 (east offices)	Roof	MJ,C	FN,C	FN	
1	17	Fan (RH-1)	Roof	FN	FN	FN	FN
1	18	RTU	Roof	MJ,C,F	FN,C,F	MN,F	FN,F

SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA



General Items

- Inspect unit casing, secure unit panels and inspect roof curb flashing
- Check for Emergency Stickers, add if necessary
- Make sure power to unit is turned on and is operational
- Visual Inspection with Checks:(if applicable)
- Inspect filters: Replace if applicable
- Inspect & Lubricate outside and return air dampers
- Clean Up Area

Blower & Blower Motors

- Inspect & Lubricate motor and fan bearings
- Inspect belts for excessive wear / proper tension
- Inspect pulley/sheaves for alignment and wear
- Inspect fan blades / blower wheels for vibration, cracks, alignment, rotation & excessive noise
- Inspect motor contactors
- Inspect & tighten electrical connections, contactors & relays
- Measure & Record Blower Motor Volts
- Measure & Record Blower Motor Amps

Cooling Items

- Check for refrigerant and oil leaks
- Check for gas leaks at the unit
- Check operating controls
- Check safety controls at High pressure, low pressure & oil pressure
- Inspect evaporator coil, recommend cleaning, if required
- Check condensate pan & P-trap(s) for proper drainage
- Inspect contactors/tighten electrical connections
- Check operation of crankcase heater(s)
- Check pump down cycle
- Check hot gas bypass valve
- Check sight glass for proper system charge
- Check condenser fan motor bearings & blades, lube if necessary
- Check condenser fan brackets for fatigue or cracks
- Check condenser coil
- Check low ambient control/enthalpy control
- Check economizer operation
- Check operation of unloaders
- Measure & Record Discharge Pressure
- Calculate & Record Sub-Cooling
- Measure & Record Suction Pressure
- Calculate & Record Superheat

Heating Items

- Check gas train & components for gas leaks
- Check ignition system (spark igniter / Hot surface igniter)
- Clean pilot orifice
- Inspect electrode and flame rod
- Inspect burners & collector box
- Check fan & limit control switch
- Check venter motor
- Check combustion air damper and linkage
- Check operation of gas valve
- Check operation of flame safe guard relay
- Check operating controls
- Check economizer operation
- Check burner sequence of operation & verify smooth light off

All tasks for each unit will be recorded.

Deficiencies and recommendations to be reported to Dodgeville Municipal building director.

SCOPE OF WORK

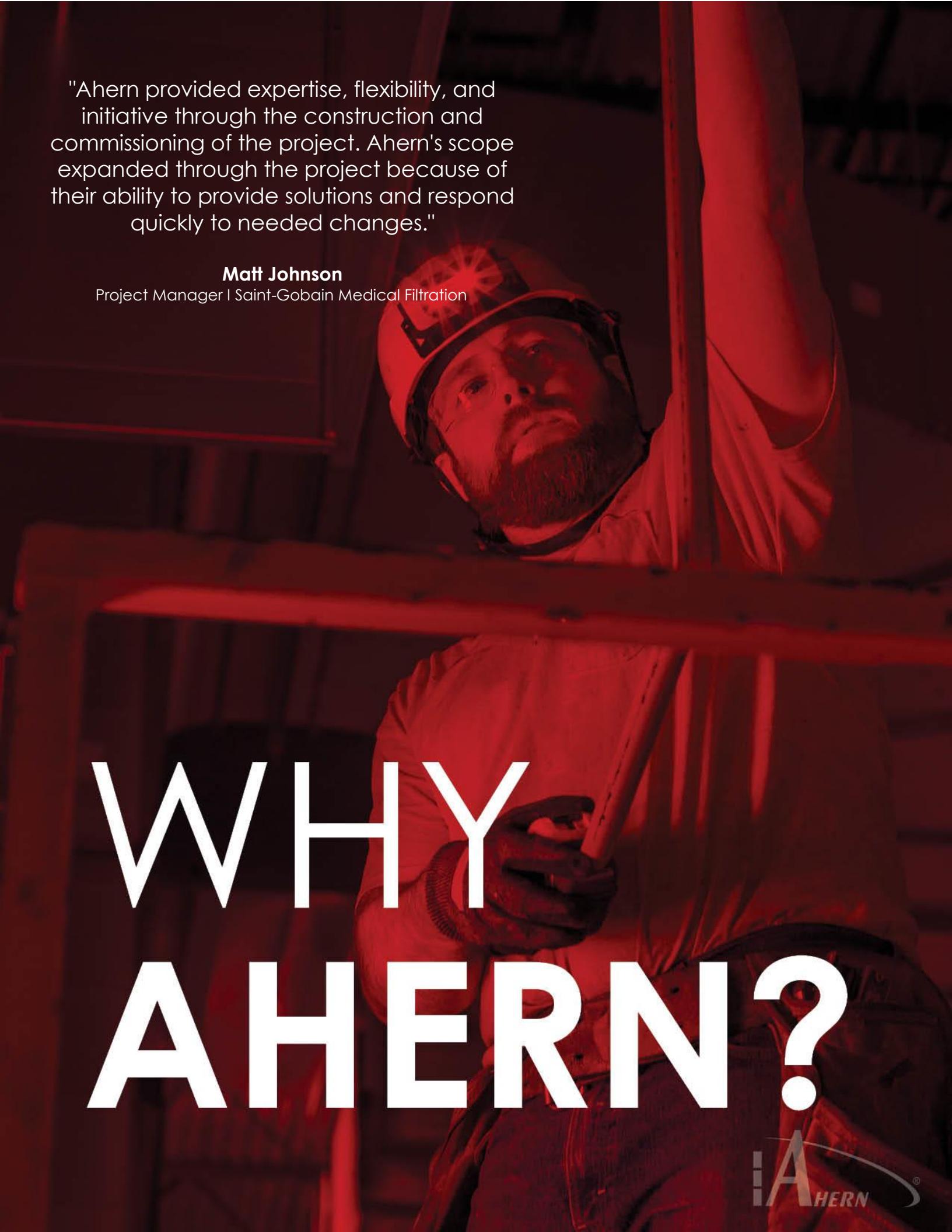
Dodgeville Municipal Building

HVAC PMA



NOTES AND CLARIFICATIONS

1. The customer will provide reasonable access to all areas and equipment, and will allow Ahern to stop and start equipment as may be necessary to fulfill the terms of the agreement.
2. All preventive maintenance tasks and non-emergency repair or replacement will be performed during normal working hours, 7:00 AM to 3:30 PM, Monday through Friday.
3. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated applicable to the price, sale or delivery or any products, services or work furnished hereunder or their use by Ahern on behalf of the customer, whether such as shall be local, state, or federal in nature. **This includes but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional cost incurred for refrigerant tax and/or increased costs due to shortages.**
4. Payment for this Agreement will be made in advance of the period during which the service is provided and is due within thirty (30) days of receipt of invoice.
5. Although the testing and measurements are to be proactive to avoid potential failures, the equipment can experience post inspection failures due to uncontrolled conditions such as extreme weather, age of equipment and general mechanical failure.
6. Ahern reserves the right to modify the planned maintenance schedules due to factors beyond our control which include, but are not limited to weather, special customer scheduling requirements, equipment access, etc.
7. Ahern will not provide manlift since it is not needed.
8. Either party may terminate this Agreement for any reason by providing (30) thirty days prior written notice of termination upon payment of outstanding balances for work performed.
9. This proposal does not include sales tax and is valid for a period of 30 days.
10. When a repair is identified by the Ahern technician, customer facility personnel will then take responsibility or authorize Ahern to perform the repair. Repairs shall be handled separately from the maintenance inspection.
11. Material Price Increases: The price and schedule set forth in this proposal for the Scope of Work of 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 proposal, this proposal 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, unreliable supplier lead times, 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 this adjustment will only apply to price changes in excess of five percent (5%).
12. If this proposal contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this proposal is valid for ten (10) days from date of issue listed on the cover page of the proposal. If you accept this proposal after this time period Ahern will adjust the proposal to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The proposal will not be valid until such adjustment is agreed upon by the parties. In no event shall any proposal be valid for more than thirty (30) days from the date of issue listed on the cover page of the proposal unless explicitly consented to by Ahern in writing.



"Ahern provided expertise, flexibility, and initiative through the construction and commissioning of the project. Ahern's scope expanded through the project because of their ability to provide solutions and respond quickly to needed changes."

Matt Johnson

Project Manager | Saint-Gobain Medical Filtration

WHY AHERN?



WHY AHERN?



EXPERIENCE & KNOWLEDGE

- Over 85% of Ahern's employees hold professional certifications.
- Ahern employs 15 licensed PEs, 3 LEED APs, 5 EITs, and over 120 NICET certified professionals.

ACCURATE BUDGETING & COSTS

- Ahern has preserved more than \$4.5M savings for customers on over \$135M of design/assist projects performed.
- Ahern's project costs have been within 2.6% of the original estimates for the last 5 years.



OUTSTANDING PERFORMANCE

- 96% of Ahern's clients were satisfied/very satisfied by our schedule compliance and responsiveness in 2024.
- In 2024, Ahern's Lost-Time Incident Rate (LTIR) was 87% below the industry average.



VAST RESOURCES

- Ahern is the largest employer of skilled mechanical tradesmen in Wisconsin with a companywide workforce of over 1,700 employees.
- Over the past five years, Ahern has invested over \$5 million in equipment innovations for our in-house shops.



TERMS & CONDITIONS

29,600

Last year, we conducted
life safety inspections to
over 29,600 facilities.



GENERAL TERMS AND CONDITIONS OF SALE

1. 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 different, 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. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. 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.

3. 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 modified 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.

4. 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 attorney's 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.

5. 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, quarantines, pandemics, fires, floods, 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.

6. 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.

7. 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.

8. 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, wiring, 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.

9. 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.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided 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 CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT 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.**

11. 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.

12. 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 one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, 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 thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (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 thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (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 OR EXPRESS 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 to the extent 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, 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 otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. 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 provided 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.

14. 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 remaining and unaffected provisions.

15. 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.

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

17. 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.

18. 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.

19. INSURANCE Purchaser shall name Seller as an additional insured on 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. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. 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.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. **EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).** **EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION.** The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. 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.

23. 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.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S

AGENTS AND EMPLOYEES HARMLESS 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, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/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.

25. 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 services, 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.

26. 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 cost 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 cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. 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.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste 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 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. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, 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.

30. 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.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24

