

Village of Mukwonago
Notice of Meeting and Building & Grounds Committee Meeting Agenda

LIBRARY BOARD OF TRUSTEES MEETING
Monday, November 29, 2021

Time: **5:00 pm**
Place: **Mukwonago Community Library**

1. Call to Order

2. Roll Call and Introduction of Guests

3. Comments from the Public

Information and comment may be received from the public by the Library Board, but solely as to matters that appear on the Agenda for that meeting. The public comment session shall last no longer than 15 minutes and individual presentations are limited to (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Library Board may have limited discussion on the information received, however, no action will be taken on issues raised during the public comment session unless they are otherwise on the agenda for that meeting. Public comments should be addressed to the Library Board as a body. Presentations shall not deal in personalities or personal attacks on members of the Board, the applicant for any project, or Village employees. Comments, questions and concerns shall be presented in a respectful and professional manner. Any questions to an individual member of the Library Board or Staff will be deemed out of order by the Presiding Officer.

4. Approval of Minutes

- 4.a Building & Grounds Committee minutes from August 10, 2021
[Building and Grounds Committee Minutes 20210810_unapproved.pdf](#)

5. Discussion/Action Items

- 5.a Code compliance for plumbing
Discussion on recent plumbing code issues and explanation on how they are being addressed.
- 5.b Mandatory testing of sprinkler system
Discussion and possible action on approving expenditures for conducting mandatory sprinkler safety tests on dry sprinkler system in conjunction with village schedule.
[USA Fire Protection Dry Sprinkler Test quote 20211028.PDF](#)
- 5.c HVAC maintenance agreements
Discussion and possible action on approving contracts for HVAC maintenance.
[Hennes Maintenance Contract_2021.pdf](#)
[Ilingworth Kilgust Maintenance Contract proposal 20211118.pdf](#)
[Ilingworth Kilgust System Control proposal 20211116 BASIC SUPPORT.pdf](#)

[Ilingworth Kilgust System Control proposal 20211116 BASIC WITH REMOTE PHONE SUPPORT.pdf](#)

[Ilingworth Kilgust System Control proposal 20211116 MINIMUM SUPPORT.pdf](#)

[Ilingworth Kilgust System Control proposal 20211116 PREMIUM SUPPORT.pdf](#)

6. Referral Items

7. Confirm Next Meeting Date

8. Adjourn

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

Mukwonago Community Library Building & Grounds Committee Minutes DRAFT

Minutes from the August 10, 2021 5:00 PM meeting

Regular Order of Business

- A. Meeting called to order at 5:03 PM by Chairman Mark Penzkover
- B. Roll called. Present were Jerry Gasser, Mark Penzkover, Eric Brill, Howard Pringle, and Abby Armour (Director).
- C. Public comment: None

Old Business

- A. Approval of Minutes from previous meetings.
 - 1. Minutes from November 23, 2020 Building & Grounds Committee meeting. Motion to approve minutes as presented by Howard, seconded by Jerry, motion carried.
 - 2. Minutes from July 13, 2021 Building & Grounds Committee meeting. Motion to approve minutes as presented by Jerry, seconded by Howard, motion carried.

New Business

- A. Phone System update. Abby summarized her research and her discussions with the Village technical consultant since the last B&G meeting (see attached notes summary). The current lack of technical support and communication from Village's technical consultant (John Wisniewski) is not expected to improve. Eric will talk with Diana Dykstra (Village Clerk and Interim Administrator) about the problems with the MCL phone system and then look into options (fix current system issues, look into independent phone system, etc.). Abby and Eric will provide update at next B&G Committee meeting.
- B. Copiers. Abby handed out the proposals and a comparison summary, and the Committee reviewed and discussed (refer to attached summary). Consensus was to go with Impact for the new copier system (copiers will be Konica Minolta and pay kiosk will be ACDI EX2000). Motion by Eric to recommend that MCL Board authorize the purchase or lease of the copier system proposed by Impact, seconded by Jerry, motion carried.
- C. Update of HVAC. Abby was told by Hennes that the needed parts have been shipped and are expected by the end of the month. However, there is a question whether the main part will fit down the stairs. Hennes is sending someone to remeasure. Abby will provide update at next B&G Committee meeting.
- D. Interior and exterior upgrades preliminary discussions. Mark summarized the August 5th meeting with Abby, himself and Ron Bittner. Any proposed exterior changes will be communicated to the Village prior to implementation. Abby will work with staff to develop some preliminary conceptual ideas for exterior improvements, reworking of Children's Area, and reference desk upgrade. Abby will provide updates at future B&G Committee meetings.

Referral Items - None

Schedule next Committee meeting – As needed

Adjournment

Motion by Howard to adjourn meeting, seconded by Jerry, motion carried. Meeting adjourned at 5:55 PM



USA FIRE PROTECTION, INC.

15775 W Schaefer Ct
New Berlin WI. 53151-8663
262-782-3311

Proposal: FQ2110250139

PROPOSAL

Job Name: Mukwonago Community Library

Invoice To: Village Of Mukwonago
440 RIVERCREST CT
MUKWONAGO, WI 53149-1759

Site Address: 511 DIVISION ST
MUKWONAGO, WI 53149-1259

Contact: Ron Bittner
262-363-6447
rbittner@villageofmukwonago.com

Sales Rep: Kelch, Kelly A

Email: kelly.kelch@usafp.us

Work Description: 10-28-2021

As part of our service to you and per our agreement, we inspect your Automatic Fire Sprinklers (per the State of Wisconsin and NFPA 25) to ensure a reasonable degree of protection for life and property from fire.

In addition to our responsibility to inspect your fire sprinkler systems we are providing this quote, giving you the opportunity to act (per NFPA 25 Chapter 4 - Responsibility of Property Owner or Occupant) and maintain the level of protection your employees and your investment deserve.

At our recent inspection we found the following impairments and/or deficiencies, which require your immediate attention.

Scope of Work:

1. Remove/replace & send into UL Labs for testing (4) dry sprinkler heads that are over 10-years old - Located on the 1st floor in high ceiling area.

-This will require (2) trips.

- 1st trip to measure & order the dry pendant - Lift Rental Included.

-2nd trip to return & replace dry head & send into UL Labs - Lift Rental Included.

*If all pass UL testing - retest every 10-years.

*If any fail - replace ALL the remaining dry pendants.

** (2) sprinkler fitters are required**

Our cost includes: labor, material, (2) trip lift rentals, testing, taxes, and trip charge.

Our base bid quote is: \$4,170.00 (Price is valid for 60 days).

*Price is contingent on valves holding and/or any delays in the fire protection shut down & work may cause additional time/labor cost.

*Fire protection system/s drain & refill time should meet industry standards (delay in service work may result in additional cost).

*Owner to provide the necessary access to the riser room & alarm codes for shutting down system during our work. Any delays will add to the price.

*Price of 5-year pipe inspection/5-year maintenance on check valves does not include any repairs if applicable.

*No electrical work is included in our pricing - if required this will be an additional cost on Time & Material for an Electrician.



USA FIRE PROTECTION, INC.

15775 W Schaefer Ct
New Berlin WI. 53151-8663
262-782-3311

Proposal: FQ2110250139

Our price is based on work to be done during normal working hours 7 am 3:30 pm Monday thru Friday. We assume that this is not a phased project. Any additional work not listed will be on a Time & Material basis. Not to include any electrical or drywall repair if applicable.

We appreciate this opportunity to serve your fire protection needs. If you have any questions, please feel free to call me at (262) 754-6246 or by email at kelly.kelch@usafp.us

If our quote and the scope of work are acceptable, please sign below & return by mail or email so we can proceed to repair or adjust your fire protection system to eliminate these system impairments and/or deficiencies.

Contractors liability to subscriber shall hold contractor harmless from any and all third party claims for personal injury, death or property damage, arising from issues with regard to (but limited to) close proximity of other utilities or failure by customer to maintain equipment properly, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the contractor be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss of damages of any character including but not limited to loss of use of the subscribers property, lost profits, or lost production, whether claimed by the subscriber 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 company's potential liability arising out of this service must be limited to amounts permitted by law.

Terms of payment are net thirty (30) days from date of invoice. Invoices may be rendered on a progress basis for work completed through the date of invoicing and purchaser agrees to pay such progress billings in full. Purchaser agrees that payment to seller shall not be contingent upon settlement of insurance claim or reimbursement by another party. A serviced charge will be charged and added to the price on all payments past due and owed by the purchaser under this contract at a monthly rate of 1.5% or at a rate allowed under applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

PROPOSED TOTAL: **\$4,170.00**



USA FIRE PROTECTION, INC.

15775 W Schaefer Ct
New Berlin WI. 53151-8663
262-782-3311

Proposal: FQ2110250139

Authorized Signature _____ **Date:** _____

Print Name: _____ **PO#:** _____

2020 - New Contract



HENNES SERVICES, INC.

4100 W. LINCOLN AVE. WEST MILWAUKEE, WI 53215
(414) 672-3470 FAX: (414) 672-3486

Mukwonago Community Library

Attention: Angela Zimmerman
Library Director

azimmermann@mukcom.lib.wi.us



MUKWONAGO
COMMUNITY LIBRARY

Angela Zimmerman,

Thank you for the opportunity to offer this proposal for a preventative maintenance program for your equipment at the Library.

Equipment at MCL:

- | | |
|--|----------------|
| 2 condensing units | 2 air handlers |
| 2 High-efficient boilers | 8 pumps |
| 1 Ductless mini-split cooling system (Elevator Equipment Room) | |
| 1 Liebert Cooling System (IT Room) | |

Preventative Maintenance Includes:

- 2 Seasonal scheduled Preventative maintenance inspections
- 1 Annual coil cleaning
- Consistency of service technicians for familiarity of account
- Emergency service available 24 hours a day, 7 days a week
- Recommendations given after inspections to prevent expensive repairs

Scope of Services for Preventative Maintenance

Air Handlers (2)

- Inspect blower belts, check tension and replace if necessary.
- Check sheave and pulley alignment and security
- Lubricate blower motor and bearings.
- Measure and record blower motor voltage and amperage
- Replace air filters
- Check outside air, return air and bypass dampers
- Check drain pan for blockage/leaks
- Check all electrical connections and tighten as needed

Condensing Units (2)

- Check refrigerant charge
- Check pulley condition and alignment and belts
- Check compressor amp draw, check motor amp draw
- Check temperatures, pressures
- Clean and check all electrical connections and tighten as needed
- Check all safety and operational controls

Liebert IT Room

- Lubricate bearings
- Check belts, tension and alignment
- Check pulley condition and alignment
- Start up unit, cycle and monitor start up sequence
- Inspect humidifier canister and advise if replacement is necessary
- Check compressor amp draw and voltage
- Check temperatures, pressures on refrigerant
- Clean and check all electrical connections and tighten as needed

- Replace air filters
- Check drain pans for blockage and check condensate pump operation

AC unit for Elevator Equip Room Semi-Annual Inspection

- Clean filters
- Vacuum/clean blower housing
- Check blower assembly
- Start-up unit, cycle and monitor start up sequence
- Check compressor amp draw and voltage
- Check temperatures, pressures on refrigerant
- Clean and check all electrical connections and tighten as needed
- Check drain pans for blockage and check condensate pump operation

Boilers (2) Annual Inspection

- Check relief valves, gas valves and regulators
- Test low water cut-off and water feed system
- Check pilot and burner assemblies
- Start-up of boiler and perform flue gas analysis
- Make adjustments for optimal performance
- Check breaching and vent stack condition and report condition
- Check flame signal
- Cycle boilers

Hot Water Pumps

- Lubricate motor bearings and bearing assembly
- Check condition of couplers and bearing protection ring
- Verify operation of lead-lag controls through BAS
- Cycle units, log condition and operation

<u>Period of Performance for Preventative Maintenance</u>	<u>Lump Sum Amount</u>
18-month base period September 1, 2020-February 28, 2022	\$5750.00
<i>Includes 2 Pre-heating PMS, 1 Pre-cooling Inspection and 1 coil cleaning</i>	

Option Year 1 (Jan. 1, 2021 – Dec. 31, 2021)	\$3,900.00
Option Year 2 (Jan. 1, 2022 – Dec. 31, 2022)	\$3,900.00

<u>Emergent Services</u>	<u>Amount</u>
Hourly rate for services	\$104/hour
Overtime rate	\$156/hour
Mark-up for required parts, equipment, material	25%

Billing on preventative maintenance and any approved service/installs will be done after service is provided, NET 30 DAYS.

Thanks you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to call me directly.

Sincerely,



Mark Lynch
Hennes Services, Inc.
mark@hennes.us
Office: 414-672-3470
Cell: 262-506-8116

Accepted by: _____ Accepted Date: _____

Planned Maintenance Agreement

Between Illingworth-Kilgust Mechanical, Inc.

and Mukwonago Community Library

November 18, 2021

Under this agreement, Illingworth-Kilgust Mechanical, Inc. will provide maintenance services as detailed on equipment and systems listed, in accordance with the schedules, terms and conditions hereinafter set forth. These services will be provided at the following location:

Mukwonago Community Library
511 Division Street
Mukwonago, Wisconsin

Attn: Cathyrn Kim
Phone #: (262) 363-6411 ext. 4105
Email: ckim@mukcom.lib.wi.us

Maintenance Services

These services are included as part of this Agreement

Page 2	Equipment List
Page 3-8	Services Provided
Page 9	Contact List for Obtaining Service
Page 10	Planned Maintenance Agreement Renewal
Page 11	General Terms and Conditions
Page 12	Other Services Provided by Illingworth-Kilgust Mechanical, Inc.

Equipment List

Mukwonago Community Library

Quantity	Equipment	Tons / Size	Manufacturer	Model / Serial	Location
1	Hot Water Boiler	750,000BTU	Thermal Solutions	EVCA-750	Boiler Room
1	Hot Water Boiler	750,000BTU	Thermal Solutions	EVCA-750	Boiler Room
1	In line Pump P-1	38 GPM	Bell & Gosset	80/1-1/2x1-1/2x7B	Mechanical Room
1	In line Pump P-2	38 GPM	Bell & Gosset	80/1-1/2x1-1/2x7B	Mechanical Room
1	Pump P-3	75 GPM	Bell & Gosset	1510 / 1-1/4BC	Mechanical Room
1	Pump P-4	75 GPM	Bell & Gosset	1510 / 1-1/4BC	Mechanical Room
1	In line Pump P-5	9 GPM	Bell & Gosset	PL30	Mechanical Room
1	Condensing Unit	30 ton	Carrier	38AKS034-600	Roof
1	Condensing Unit	30 ton	Carrier	38AKS034	Roof
1	Condensing Unit	40 ton	Trane	RAUJC4	Roof
1	Condensing Unit	1 ton	Liebert	PFC014	Roof
1	Condensing Unit	1 ton	Mitsubishi	PUL12EK	Roof
1	Computer Room Air Handling Unit	1200 CFM	Liebert	MMD12E	Server Room
1	Ductless Split Type A/C Condensing Unit	1 ton	Mitsubishi	PUY-A12NHA4	Elevator Equipment
1	Ductless Air Handling Unit	1 ton	Mitsubishi	PKA-A12HA4	Elevator Equipment
1	Large Air Handling Unit	13,860 CFM	Carrier		Basement
1	Large Air Handling Unit	11,000 CFM	Trane		Basement

Services Included

AIR HANDLING UNIT

Illingworth-Kilgust Mechanical, Inc. will perform two (2) scheduled inspections per year. The tasks to be performed are as follows:

INSPECTION (SPRING, FALL)

- Inspect fan wheels and clean as needed
- Inspect inlet screens
- Inspect fan sheave wear
- Check fan sheave alignment
- Inspect fan spring isolation
- Inspect flexible fan connections where applicable
- Inspect starter and contact surfaces
- Tighten all electrical connections
- Measure motor amps / volts
- Inspect damper linkages
- Test damper motor operation
- Check condition of coils
- Clean condensate pans
- Inspect air filters
- Check for gas leaks as needed
- Check for unusual noises / vibrations
- Inspect cabinetry / hardware conditions
- Report deficiencies and potential problems to the customer

Services Included
AIR COOLED CONDENSING UNIT

Illingworth-Kilgust Mechanical, Inc. will perform one (1) scheduled inspections per year. The tasks to be performed are as follows:

PREPARE ALL EQUIPMENT FOR COOLING SEASON (SPRING)

- Lubricate all points as needed
- Check drive belts and pulleys; change belts as needed
- Check refrigerant charge, superheat and subcooling
- Check compressor amp draws
- Chemically clean condenser coils
- Report deficiencies and potential problems to the customer

Services Included

BOILERS

Illingworth-Kilgust Mechanical, Inc. will perform one (1) scheduled inspection per year. The tasks to be performed are as follows:

INSPECTION

- Drain boiler and clean waterside
- Clean fireside
- Replace door gaskets
- Clean low water cutoff and replace gasket
- Test relief valve, low water control and water feed valve
- Test high limit and operating controls
- Lubricate all motors and bearings
- Inspect gas valves and regulators for gas leaks
- Test flame safeguard control system
- Clean burner ignition switches
- Test burners
- Test and adjust burner efficiency using combustion analyzer
- Clean sight glass and check water flow valve as needed
- Clean combustion blower as needed
- Check and record blower motor rating and amperage draw
- Check electrical connections
- Report deficiencies and potential problems to the customer

Services Included

PUMPS

Illingworth-Kilgust Mechanical, Inc. will perform two (2) scheduled inspections per year. The tasks to be performed are as follows:

SEMI-ANNUAL MAINTENANCE INSPECTION (SPRING & FALL)

- Lube pump bearings
- Lube motor bearings
- Inspect mounts and vibration pads
- Inspect pump alignment and coupling
- Verify motor volts / amps
- Tighten all electrical connections
- Clean strainers
- Inspect hand valves and check valves
- Inspect mechanical seals where applicable
- Inspect packing where applicable
- Verify gauges for accuracy
- Measure and record suction and discharge pressures
- Clean external surfaces
- Visually inspect for leaks
- Report deficiencies and potential problems to the customer

Services Included

DUCTLESS SPLIT SYSTEM

Illingworth-Kilgust Mechanical, Inc. will perform two (2) scheduled inspections per year. The tasks to be performed are as follows:

SEMI-ANNUAL INSPECTION (SPRING, FALL)

- Verify power supply to nameplate data
- Inspect volts / amperage of compressors
- Inspect starters and contact surfaces
- Inspect operating temperatures
- Inspect belts > advise on condition
- Adjust belts and pulleys per manufacturer's specifications
- Test all safety controls
- Test all operating controls
- Tighten all electrical connections
- Lube motors / bearings
- Power wash and clean condenser coils
- Inspect for unusual noises / vibrations
- Visually inspect for refrigerant / oil leaks
- Clean condensate drains and drain pans
- Inspect cabinetry / hardware conditions
- Check condition of filters > report any abnormalities
- Report deficiencies and potential problems to the customer

Services Included

COMPUTER ROOM UNIT

Illingworth-Kilgust Mechanical, Inc. will perform two (2) scheduled inspections per year. The tasks to be performed are as follows:

SEMI-ANNUAL INSPECTION

- Test humidification and dehumidification controls
- Confirm operation of humidifier
- Lubricate motor / bearings
- Check belts and pulleys; change belts one (1) time per year if needed
- Change air filters (pleated)
- Change pre-filter pads if needed
- Check proper operation of all electrical components
- Record operating temperatures and amperages if necessary
- Check refrigerant charge, suction and head pressures if necessary
- Inspect and tighten electrical connections if necessary
- Perform analysis of superheat and subcooling
- Cycle operating controls
- Test water regulating valve as needed
- Inspect water cooled condenser as needed
- Check for any unusual noises / vibrations
- Check over cabinetry / hardware conditions
- Report deficiencies and potential problems to the customer

Contact List for Obtaining Service

Normal Business Hours 7:00 a.m.to 4:30 p.m.

Service Dispatch Cathy Pitzl / Diana Falcon

Service Phone # (414) 476-6850

After Hours Phone # Same as Above

Account Representative David Bavisotto

Direct Office Phone # (414) 431-7142

Email dbavisotto@ikmechanical.com

Field Supervisor Jeff Stoltmann

Direct Office Phone # (414) 431-7166

Cell # (414) 587-6119

Email jstoltmann@ikmechanical.com

Note: After hours answering service will qualify all service requests with specific questions designed to ensure the proper technician is dispatched.

Planned Maintenance Agreement

Illingworth-Kilgust Mechanical, Inc.'s Planned Maintenance Agreement Renewal is the base agreement and is included in all maintenance programs offered. Under this agreement, Illingworth-Kilgust Mechanical, Inc. will provide a total of two (2) inspections per year at the following intervals:

SPRING INSPECTION
FALL INSPECTION
COIL CLEANING 1/YEAR
BELT REPLACEMENT 1/YEAR
FILTERS PROVIDED BY OWNER

This agreement is effective **January 1, 2022 through December 31, 2022**. Either party may cancel with a 30-day written notification prior to the end of the current term.

Illingworth-Kilgust Mechanical, Inc. agrees to provide the scheduled services for which the customer agrees to pay **\$4,526.00 + tax**, per year, to be invoiced in advanced, in **two (2)** installments of **\$2,263.00 + tax**.

Repairs will be handled separately from the maintenance agreement. When repairs are identified by the Illingworth-Kilgust Mechanical, Inc. technician, owner will take responsibility or authorize Illingworth-Kilgust Mechanical, Inc. to perform the repair.

Extra services performed upon purchaser's approval will be billed at our special contract rates in effect. This rate changes June 1st of each year based on the union contracts. There are no additional hidden charges incurred above and beyond this preferred rate.

Submitted by: David Bavisotto
David Bavisotto
Illingworth-Kilgust Mechanical, Inc.

Purchaser's Acceptance

Purchaser _____

Signature _____

Title _____

Date _____

PO # _____

Seller's Acceptance

Illingworth-Kilgust Mechanical

Signature _____

Title _____

Date _____

GENERAL TERMS AND CONDITIONS

1. Upon execution of this agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
2. Service will not be provided under the Agreement unless any payments due Illingworth-Kilgust Mechanical are current.
3. This Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation, gas lines, domestic water lines, refrigerant, asbestos, nonmoving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items. Damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment is not covered.
4. Purchaser agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement.
5. Seller shall not be required to furnish any items of equipment or services as are recommended or required by insurance companies, governmental or other authorities.
6. Seller shall not be liable for any utility service connected to or essential to the operation of the equipment, nor for failure thereof, nor shall he be liable for damages sustained to the equipment due to failure thereof. Seller specifically shall not be responsible for damages sustained through power failures, low voltage conditions, lightning, single phasing or other electrical abnormalities.
7. This Agreement does not cover damage to, or loss of property, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion or by any other cause beyond Seller's control.
8. The services to be performed under the Agreement are not a guarantee against obsolescence or normal wear; nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance.
9. In the event any alterations, additions, adjustments or repairs are made by others without Seller's written consent, Seller may, at its option, immediately terminate this Agreement.
10. This Agreement, including pages 1 through 12 contains the entire Agreement, and the parties hereby agree that no conditions, understandings, agreements, modifications, alterations or amendments will be recognized or enforceable unless made in writing and signed by both parties hereto.

Seller agrees that during the life of this Agreement it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin and will include a similar provision in any sub-contracts entered into for the performance hereof.

Other Services Provided by Illingworth-Kilgust

SERVICES / CAPABILITIES:

- ♦ Environmental Control Systems ▶ Customized Maintenance Programs
- ▶ Preventive / Predictive
- ♦ HVAC (Heating, Ventilating, Air Conditioning)
- ♦ Medical Gases
- ♦ Piping (Industrial)
- ♦ Plumbing / Installations ▶ Interior & Exterior Site Utilities
- ▶ Medical Gas Systems
- ▶ 3D CAD & Modeling
- ▶ Backflow Preventer Testing
- ▶ Solar Systems
- ♦ Refrigeration
- ♦ Sheet Metal
- ♦ Temperature & Process Controls ▶ Testing, Adjusting & Balancing
- ▶ On-site Operations
- ▶ Mobile Services
- ♦ Additional Services ▶ Building Automation Services & Integration
- ▶ Commission & Start-up
- ▶ Design-Build

MARKETS:

- ♦ Biotech / Healthcare..... ▶ Hospitals / Laboratories/Dialysis
- ♦ Commercial..... ▶ Multi-Unit Residential
- ▶ Office Buildings / Real Estate
- ▶ Retail
- ♦ Education
- ♦ Manufacturing / Industrial
- ♦ Public / Government
- ♦ Technology ▶ Data Centers / Telecommunication

ADVANTAGES / BENEFITS:

- ♦ Over 35 Years of Experience
- ♦ Certifications ▶ Flammable Liquid Storage Tank
- ▶ National Environmental Balancing Bureau (NEBB) Air & Water Balancing and Commissioning
- ▶ Certified Welding
- ▶ Refrigerant Reclamation
- ▶ OSHA Safety
- ▶ LEED Accredited (Green Building Counsel)
- ▶ BIM (3D CAD Design)
- ▶ MSCA (STAR) Contractor Certified
- ♦ State-of-the-Art Prefabrication
- ♦ Remote Monitoring
- ♦ 24/7/365 Mobile Service

Control System Support Agreement

Between EMCOR Services Integrated Solutions and **Mukwonago Library**

November 16, 2021

Under this agreement, EMCOR Services Integrated Solutions will provide control services as detailed on the control system list, in accordance with the on-site inspections schedule and services that are included, and the terms and conditions hereinafter set forth. These services will be provided and billed to the following location(s):

Mukwonago Library

511 Division St
Mukwonago, WI 53149

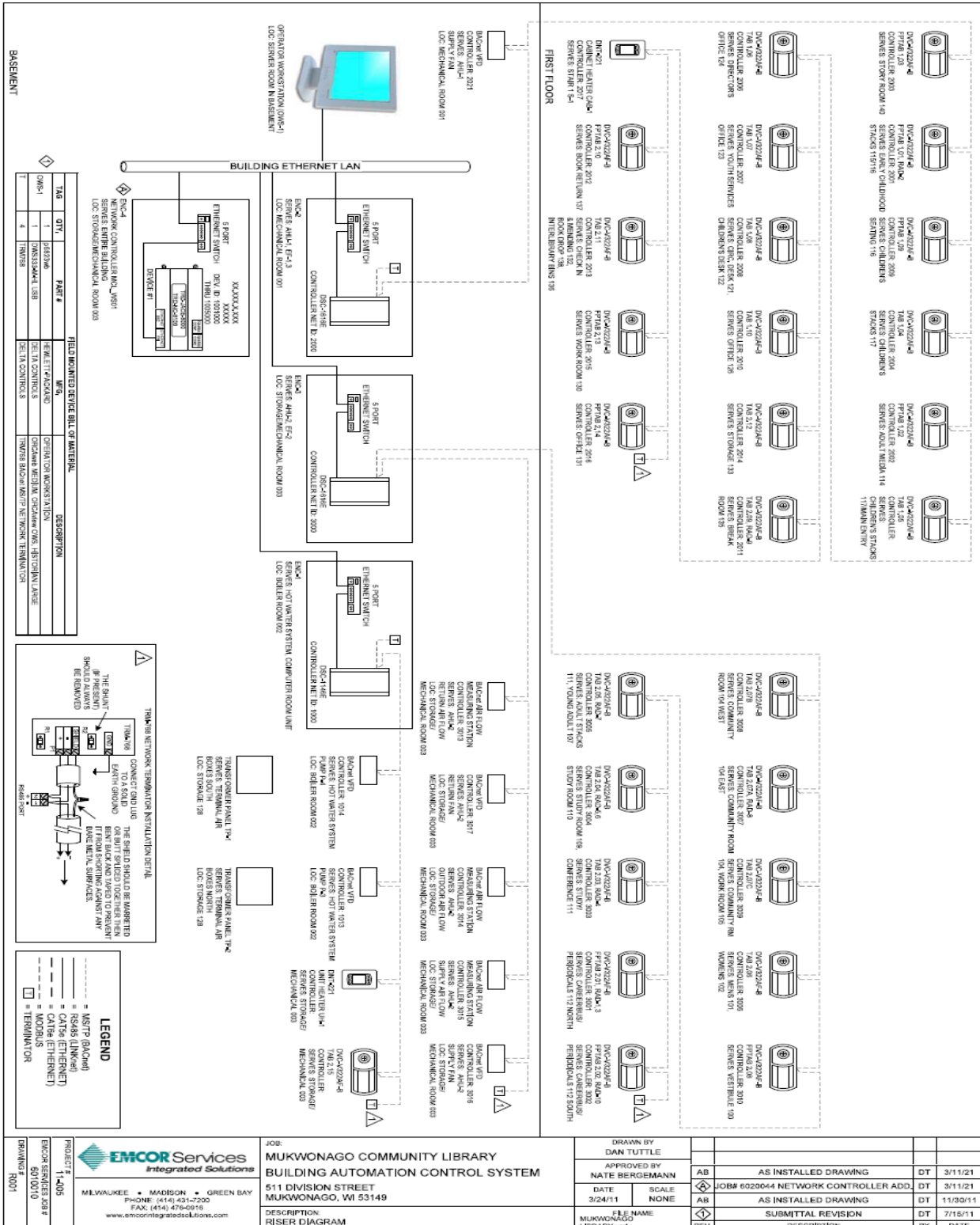
Attn: Cathryn Kim

Phone #: (262) 363-6411 ext. 4105

Email: ckim@mukcom.lib.wi.us

Page 2.....	Control System Equipment List
Page 3	System Support Agreement Description
Page 4	Contact List
Page 5	System Support Agreement and Acceptance
Page 6.....	General Terms and Conditions

Control System Equipment List



System Support Agreement Includes

Under this agreement, EMCOR Services Integrated Solutions will provide (2) two on-site inspections per year.

The following is included:

- 1 Year software maintenance from Schneider Electric for the Jace 8100
- Implementation of software maintenance
- Annual database saves
- Server/computer disk management
- Software/firmware revision updates (if applicable)
- Alarm management
- Seasonal setpoint adjustments with time allotted
- Non-critical control adjustments and minor programming adjustments
- Additional operator training, if requested with time allotted
- Troubleshoot and minor programming revisions with time allotted
- Continuing controller retro commissioning with time allotted
- Functional testing for BAS with time allotted
- Testing of cooling through the BAS with time allotted
- Testing of heating through the BAS with time allotted

The following is not included:

- Major programming changes, including control point additions
- Additions to control system or network
- Control components/devices such as controllers, relays, sensors, control devices, etc
- Major version upgrade
- Overtime and after-hours response
- Telephone support
- Remote troubleshooting

Note: All the above services are available on a time and material basis at preferred control service rates.

Contact List for Obtaining Service

Normal Business Hours 7:00 a.m.to 4:30 p.m.

For Control Service:

During Normal Business Hours (414) 431-7200

After-Hours (414) 431-7200 (*follow prompts*)

Controls Tech / Programmer Rick Schmitz

Cell (414) 750-7521

Email Rick_Schmitz@EmcorGroup.com

Controls Tech / Programmer Jacob Majala

Cell (414) 303-9023

Email Jacob_Majala@EmcorGroup.com

Controls Account Representative/ Superintendent Nathan Bergemann

Direct (414) 431-7156

Cell (414) 550-7781

Email Nate_Bergemann@EmcorGroup.com

Note: Our after-hours answering service will qualify all service requests with specific questions designed to ensure the proper technician is dispatched.

System Support Agreement and Acceptance

This agreement is effective December 1st, 2021 through November 31st, 2022. Either party may cancel with a 30-day written notification prior to the end of the current term.

EMCOR Services Integrated Solutions agrees to provide the scheduled services for which the customer agrees to pay **\$3,688.00**, to be invoiced in biannual installments as follows:

The first payment of \$2,198.00 is due at the beginning of the contract; the second installment of \$1,490.00 to be billed in April.

Extra Services performed upon purchaser's approval will be billed at our preferred rate in effect. This rate changes June 1st of each year based on union contracts.

Submitted by:

Nathan Bergemann

Nathan Bergemann
EMCOR Services Integrated Solutions

Purchaser's Acceptance

Seller's Acceptance

Purchaser _____

EMCOR Services Integrated Solutions

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

PO # _____

General Terms & Conditions

1. Upon execution of this agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
2. Service will not be provided under the Agreement unless any payments due to EMCOR Services Integrated Solutions are current
3. This Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation, gas lines, domestic water lines, refrigerant, asbestos, nonmoving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items. Damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment is not covered
4. Purchaser agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement
5. Seller shall not be required to furnish any items of equipment or services as are recommended or required by insurance companies, governmental or other authorities
6. Seller shall not be liable for any utility service connected to or essential to the operation of the equipment, nor for failure thereof, nor shall he be liable for damages sustained to the equipment due to failure thereof. Seller specifically shall not be responsible for damages sustained through power failures, low voltage conditions, lightning, single phasing or other electrical abnormalities
7. This Agreement does not cover damage to, or loss of property, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion or by any other cause beyond Seller's control
8. The services to be performed under the Agreement are not a guarantee against obsolescence or normal wear; nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance
9. In the event any alterations, additions, adjustments or repairs are made by others without Seller's written consent, Seller may, at its option, immediately terminate this Agreement
10. This Agreement, including pages 1 through 6 contains the entire Agreement, and the parties hereby agree that no conditions, understandings, agreements, modifications, alterations or amendments will be recognized or enforceable unless made in writing and signed by both parties hereto.
11. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.
12. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.

Seller agrees that during the life of this Agreement it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin and will include a similar provision in any sub-contracts entered into for the performance hereof.

Control System Support Agreement

Between EMCOR Services Integrated Solutions and Mukwonago Library

November 16, 2021

Under this agreement, EMCOR Services Integrated Solutions will provide control services as detailed on the control system list, in accordance with the on-site inspections schedule and services that are included, and the terms and conditions hereinafter set forth. These services will be provided and billed to the following location(s):

Mukwonago Library

511 Division St
Mukwonago, WI 53149

Attn: Cathryn Kim

Phone #: (262) 363-6411 ext. 4105

Email: ckim@mukcom.lib.wi.us

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Page 3	System Support Agreement Description
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System Support Agreement Includes

Under this agreement, EMCOR Services Integrated Solutions will provide (2) two on-site inspections per year.

The following is included:

- 1 Year software maintenance from Schneider Electric for the Jace 8100
- Implementation of software maintenance
- Annual database saves
- Server/computer disk management
- Software/firmware revision updates (if applicable)
- Alarm management
- Seasonal setpoint adjustments with time allotted
- Non-critical control adjustments and minor programming adjustments
- Additional operator training, if requested with time allotted
- Telephone support during regular business hours with time allotted
- Troubleshoot and minor programming revisions with time allotted
- Continuing controller retro commissioning with time allotted
- Functional testing for BAS with time allotted
- Testing of cooling through the BAS with time allotted
- Testing of heating through the BAS with time allotted

The following is not included:

- Major programming changes, including control point additions
- Additions to control system or network
- Control components/devices such as controllers, relays, sensors, control devices, etc
- Major version upgrade
- Overtime and after-hours response

Note: All the above services are available on a time and material basis at preferred control service rates.

Contact List for Obtaining Service

Normal Business Hours 7:00 a.m.to 4:30 p.m.

For Control Service:

During Normal Business Hours (414) 431-7200

After-Hours (414) 431-7200 (*follow prompts*)

Controls Tech / Programmer Rick Schmitz

Cell (414) 750-7521

Email Rick_Schmitz@EmcorGroup.com

Controls Tech / Programmer Jacob Majala

Cell (414) 303-9023

Email Jacob_Majala@EmcorGroup.com

Controls Account Representative/ Superintendent Nathan Bergemann

Direct (414) 431-7156

Cell (414) 550-7781

Email Nate_Bergemann@EmcorGroup.com

Note: Our after-hours answering service will qualify all service requests with specific questions designed to ensure the proper technician is dispatched.

System Support Agreement and Acceptance

This agreement is effective December 1st, 2021 through November 31st, 2022. Either party may cancel with a 30-day written notification prior to the end of the current term.

EMCOR Services Integrated Solutions agrees to provide the scheduled services for which the customer agrees to pay **\$5,504.00**, to be invoiced in biannual installments as follows:

The first payment of \$3,078.00 is due at the beginning of the contract; the second installment of \$2,426.00 to be billed in April.

Extra Services performed upon purchaser's approval will be billed at our preferred rate in effect. This rate changes June 1st of each year based on union contracts.

Submitted by:

Nathan Bergemann

Nathan Bergemann
EMCOR Services Integrated Solutions

Purchaser's Acceptance

Seller's Acceptance

Purchaser _____

EMCOR Services Integrated Solutions

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

PO # _____

General Terms & Conditions

1. Upon execution of this agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
2. Service will not be provided under the Agreement unless any payments due to EMCOR Services Integrated Solutions are current
3. This Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation, gas lines, domestic water lines, refrigerant, asbestos, nonmoving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items. Damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment is not covered
4. Purchaser agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement
5. Seller shall not be required to furnish any items of equipment or services as are recommended or required by insurance companies, governmental or other authorities
6. Seller shall not be liable for any utility service connected to or essential to the operation of the equipment, nor for failure thereof, nor shall he be liable for damages sustained to the equipment due to failure thereof. Seller specifically shall not be responsible for damages sustained through power failures, low voltage conditions, lightning, single phasing or other electrical abnormalities
7. This Agreement does not cover damage to, or loss of property, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion or by any other cause beyond Seller's control
8. The services to be performed under the Agreement are not a guarantee against obsolescence or normal wear; nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance
9. In the event any alterations, additions, adjustments or repairs are made by others without Seller's written consent, Seller may, at its option, immediately terminate this Agreement
10. This Agreement, including pages 1 through 6 contains the entire Agreement, and the parties hereby agree that no conditions, understandings, agreements, modifications, alterations or amendments will be recognized or enforceable unless made in writing and signed by both parties hereto.
11. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.
12. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.

Seller agrees that during the life of this Agreement it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin and will include a similar provision in any sub-contracts entered into for the performance hereof.

Control System Support Agreement

Between EMCOR Services Integrated Solutions and Mukwonago Library

November 16, 2021

Under this agreement, EMCOR Services Integrated Solutions will provide control services as detailed on the control system list, in accordance with the on-site inspections schedule and services that are included, and the terms and conditions hereinafter set forth. These services will be provided and billed to the following location(s):

Mukwonago Library

511 Division St
Mukwonago, WI 53149

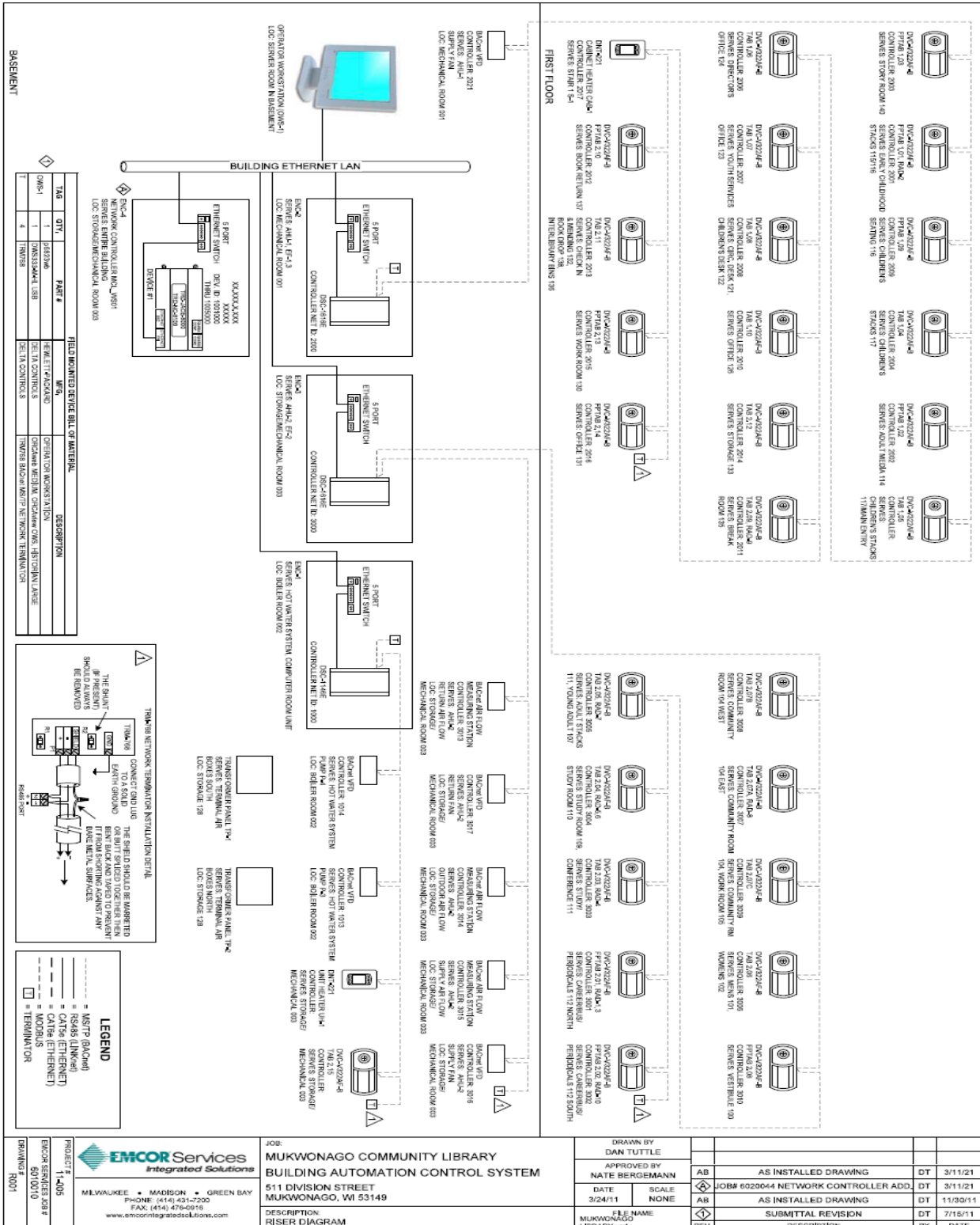
Attn: Cathryn Kim

Phone #: (262) 363-6411 ext. 4105

Email: ckim@mukcom.lib.wi.us

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Control System Equipment List



System Support Agreement Includes

Under this agreement, EMCOR Services Integrated Solutions will provide (1) one on-site inspections per year.

The following is included:

- 1 Year software maintenance from Schneider Electric for the Jace 8100
- Implementation of software maintenance
- Annual database saves
- Server/computer disk management
- Software/firmware revision updates (if applicable)

The following is not included:

- Major programming changes, including control point additions
- Additions to control system or network
- Control components/devices such as controllers, relays, sensors, control devices, etc
- Major version upgrade
- Overtime and after-hours response
- Telephone support
- Remote troubleshooting
- Non-critical control adjustments and minor programming adjustments
- Additional operator training, if requested
- Troubleshoot and minor programming revisions
- Continuing controller retro commissioning
- Functional testing for BAS
- Testing of cooling through the BAS
- Testing of heating through the BAS
- Alarm management

Note: All the above services are available on a time and material basis at preferred control service rates.

Contact List for Obtaining Service

Normal Business Hours 7:00 a.m.to 4:30 p.m.

For Control Service:

During Normal Business Hours (414) 431-7200

After-Hours (414) 431-7200 (*follow prompts*)

Controls Tech / Programmer Rick Schmitz

Cell (414) 750-7521

Email Rick_Schmitz@EmcorGroup.com

Controls Tech / Programmer Jacob Majala

Cell (414) 303-9023

Email Jacob_Majala@EmcorGroup.com

Controls Account Representative/ Superintendent Nathan Bergemann

Direct (414) 431-7156

Cell (414) 550-7781

Email Nate_Bergemann@EmcorGroup.com

Note: Our after-hours answering service will qualify all service requests with specific questions designed to ensure the proper technician is dispatched.

System Support Agreement and Acceptance

This agreement is effective December 1st, 2021 through November 31st, 2022. Either party may cancel with a 30-day written notification prior to the end of the current term.

EMCOR Services Integrated Solutions agrees to provide the scheduled services for which the customer agrees to pay **\$2,355.00**, to be invoiced in biannual installments as follows:

The first payment of \$2,355.00 is due at the beginning of the contract.

Extra Services performed upon purchaser's approval will be billed at our preferred rate in effect. This rate changes June 1st of each year based on union contracts.

Submitted by:

Nathan Bergemann

Nathan Bergemann

EMCOR Services Integrated Solutions

Purchaser's Acceptance

Seller's Acceptance

Purchaser _____

EMCOR Services Integrated Solutions

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

PO # _____

General Terms & Conditions

1. Upon execution of this agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
2. Service will not be provided under the Agreement unless any payments due to EMCOR Services Integrated Solutions are current
3. This Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation, gas lines, domestic water lines, refrigerant, asbestos, nonmoving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items. Damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment is not covered
4. Purchaser agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement
5. Seller shall not be required to furnish any items of equipment or services as are recommended or required by insurance companies, governmental or other authorities
6. Seller shall not be liable for any utility service connected to or essential to the operation of the equipment, nor for failure thereof, nor shall he be liable for damages sustained to the equipment due to failure thereof. Seller specifically shall not be responsible for damages sustained through power failures, low voltage conditions, lightning, single phasing or other electrical abnormalities
7. This Agreement does not cover damage to, or loss of property, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion or by any other cause beyond Seller's control
8. The services to be performed under the Agreement are not a guarantee against obsolescence or normal wear; nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance
9. In the event any alterations, additions, adjustments or repairs are made by others without Seller's written consent, Seller may, at its option, immediately terminate this Agreement
10. This Agreement, including pages 1 through 6 contains the entire Agreement, and the parties hereby agree that no conditions, understandings, agreements, modifications, alterations or amendments will be recognized or enforceable unless made in writing and signed by both parties hereto.
11. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.
12. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.

Seller agrees that during the life of this Agreement it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin and will include a similar provision in any sub-contracts entered into for the performance hereof.

Control System Support Agreement

Between EMCOR Services Integrated Solutions and Mukwonago Library

November 16, 2021

Under this agreement, EMCOR Services Integrated Solutions will provide control services as detailed on the control system list, in accordance with the on-site inspections schedule and services that are included, and the terms and conditions hereinafter set forth. These services will be provided and billed to the following location(s):

Mukwonago Library

511 Division St
Mukwonago, WI 53149

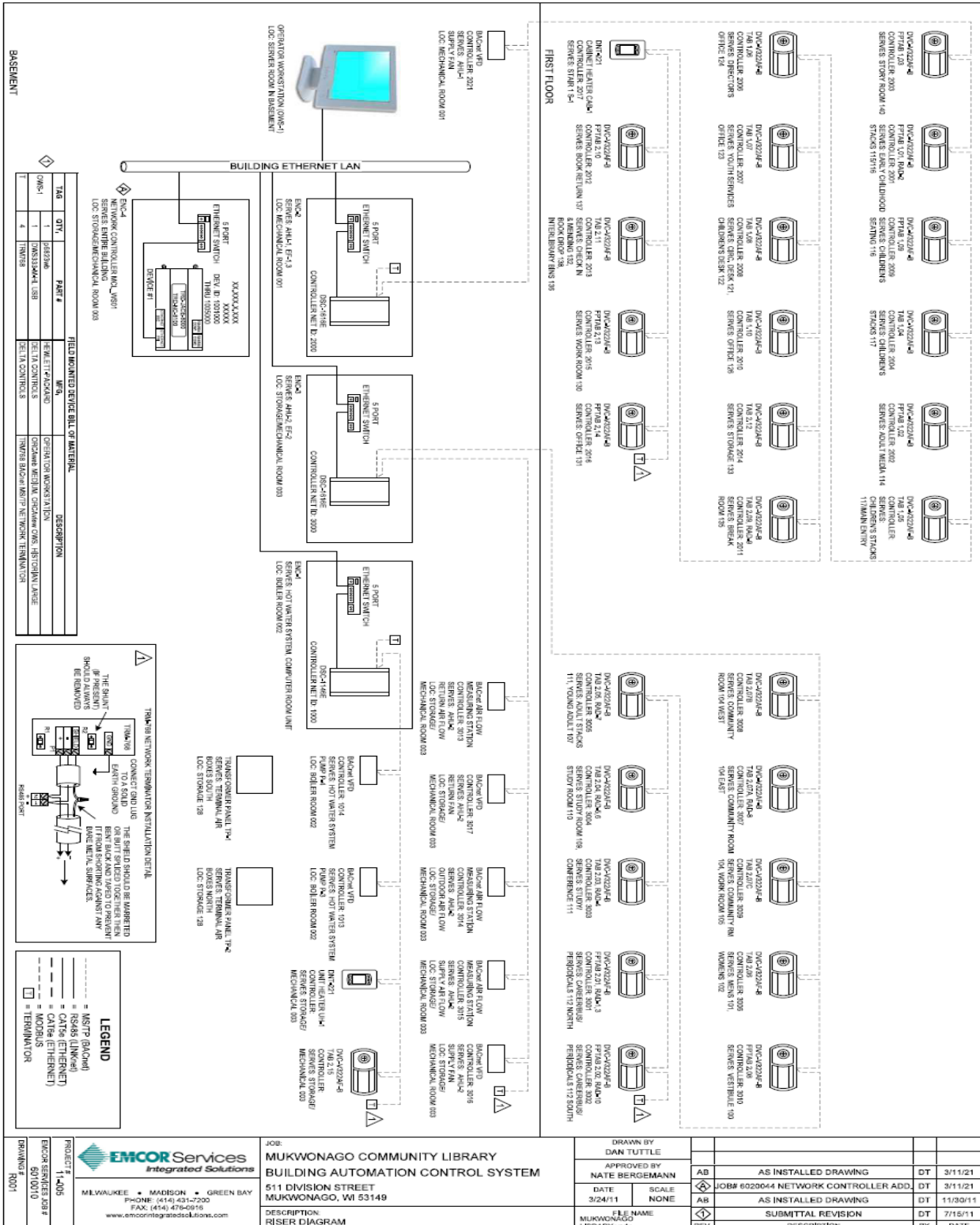
Attn: Cathryn Kim

Phone #: (262) 363-6411 ext. 4105

Email: ckim@mukcom.lib.wi.us

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Control System Equipment List



System Support Agreement Includes

Under this agreement, EMCOR Services Integrated Solutions will provide (2) two on-site inspections per year.

The following is included:

- 1 Year software maintenance from Schneider Electric for the Jace 8100
- Implementation of software maintenance
- Annual database saves
- Server/computer disk management
- Software/firmware revision updates (if applicable)
- Alarm management
- Seasonal setpoint adjustments with time allotted
- Non-critical control adjustments and minor programming adjustments
- Additional operator training, if requested
- Telephone support during regular business hours
- Remote troubleshooting and diagnoses
- Troubleshoot and minor programming revisions
- Continuing controller retro commissioning
- Functional testing for BAS with
- Testing of cooling through the BAS
- Testing of heating through the BAS
- Point to point calibration of sensor and airflows

The following is not included:

- Major programming changes, including control point additions
- Additions to control system or network
- Control components/devices such as controllers, relays, sensors, control devices, etc
- Major version upgrade
- Overtime and after-hours response

Note: All the above services are available on a time and material basis at preferred control service rates.

Contact List for Obtaining Service

Normal Business Hours 7:00 a.m.to 4:30 p.m.

For Control Service:

During Normal Business Hours (414) 431-7200

After-Hours (414) 431-7200 (*follow prompts*)

Controls Tech / Programmer Rick Schmitz

Cell (414) 750-7521

Email Rick_Schmitz@EmcorGroup.com

Controls Tech / Programmer Jacob Majala

Cell (414) 303-9023

Email Jacob_Majala@EmcorGroup.com

Controls Account Representative/ Superintendent Nathan Bergemann

Direct (414) 431-7156

Cell (414) 550-7781

Email Nate_Bergemann@EmcorGroup.com

Note: Our after-hours answering service will qualify all service requests with specific questions designed to ensure the proper technician is dispatched.

System Support Agreement and Acceptance

This agreement is effective December 1st, 2021 through November 31st, 2022. Either party may cancel with a 30-day written notification prior to the end of the current term.

EMCOR Services Integrated Solutions agrees to provide the scheduled services for which the customer agrees to pay **\$12,753.00**, to be invoiced in biannual installments as follows:

The first payment of \$6,731.00 is due at the beginning of the contract; the second installment of \$6,022.00 to be billed in April.

Extra Services performed upon purchaser's approval will be billed at our preferred rate in effect. This rate changes June 1st of each year based on union contracts.

Submitted by:

Nathan Bergemann

Nathan Bergemann
EMCOR Services Integrated Solutions

Purchaser's Acceptance

Seller's Acceptance

Purchaser _____

EMCOR Services Integrated Solutions

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

PO # _____

General Terms & Conditions

1. Upon execution of this agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
2. Service will not be provided under the Agreement unless any payments due to EMCOR Services Integrated Solutions are current
3. This Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation, gas lines, domestic water lines, refrigerant, asbestos, nonmoving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items. Damage from freezing, corrosion, electrolysis, drain stoppage, or plumbing beyond equipment is not covered
4. Purchaser agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement
5. Seller shall not be required to furnish any items of equipment or services as are recommended or required by insurance companies, governmental or other authorities
6. Seller shall not be liable for any utility service connected to or essential to the operation of the equipment, nor for failure thereof, nor shall he be liable for damages sustained to the equipment due to failure thereof. Seller specifically shall not be responsible for damages sustained through power failures, low voltage conditions, lightning, single phasing or other electrical abnormalities
7. This Agreement does not cover damage to, or loss of property, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion or by any other cause beyond Seller's control
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9. In the event any alterations, additions, adjustments or repairs are made by others without Seller's written consent, Seller may, at its option, immediately terminate this Agreement
10. This Agreement, including pages 1 through 6 contains the entire Agreement, and the parties hereby agree that no conditions, understandings, agreements, modifications, alterations or amendments will be recognized or enforceable unless made in writing and signed by both parties hereto.
11. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.
12. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or coronavirus will entitle contractor to an equitable adjustment for time for performance and costs.

Seller agrees that during the life of this Agreement it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin and will include a similar provision in any sub-contracts entered into for the performance hereof.