



AGENDA

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Julie Timm, Member
John A. Krings, President

April 3, 2023

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494
Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
 - A. Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement – Approval
 - B. THINK Academy Roof Replacement – Approval
 - C. THINK Academy Parking Lot Expansion – Approval
 - D. Fire Alarm Panel at East/CO Replacement – Approval
- IV. Updates and Reports
 - A. Purchases – Update
 - B. No Change in Lunch Prices for the 2023-24 School Year – Update
- V. Agenda Items
- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**



BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Julie Timm, Member
John A. Krings, President

April 3, 2023

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494
Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

I. Call to Order

II. Public Comment

III. Actionable Items

A. Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement – Approval

The District has been part of the Wisconsin School Nutrition Purchasing Cooperative for a number of years. Director of Food Services Elizabeth Messerli recommends continued participation in the program. Fifty-nine school districts are expected to participate in the upcoming 2023-24 school year, with Middleton Cross Plains Area School District serving as the fiscal agent for the cooperative (see Attachment A).

The Administration recommends approval of the proposed Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement for the 2023-24 school year in an amount of \$300.00.

B. THINK Academy Roof Replacement - Approval

The roof at THINK Academy is beyond its useful life and repair, it is leaking intermittently, and core samples have found wet insulation in several areas. After conferring with the District's roof consultant, a total roof replacement is being recommended as the best long-term solution. A Garland roof would be installed with a 30-year warranty and a replacement value of 25 years. After reviewing three bids, the bid submitted by Mauer Roofing out of Marshfield at a cost of \$629,790.00 is being recommended for approval (see Attachment B).

The Administration recommends approval of the bid from Mauer Roofing to replace the roof at THINK Academy at a cost of \$629,790.00 to be funded by the Fund 46 budget.

C. THINK Academy Parking Lot Expansion – Approval

The parking lot at THINK Academy is in need of an expansion to accommodate the increased amount of parent pick up/drop offs and the new gym facility. The gravel portion currently being used for parking requires regular maintenance due to fluctuating weather conditions. The Administration recommends expanding the parking lot to add an additional 60 blacktop parking spaces. A bid was secured from American Asphalt in the amount of \$99,785.00 which includes 8" of compacted breaker run and 6" of base with 3" of DOT approved asphalt on top (see Attachment C).

The Administration recommends approval of the bid from American Asphalt to upgrade and expand the parking lot at THINK academy at a cost of \$99,785.00 to be funded from the Fund 46 budget.

D. Fire Alarm Panel at East/Central Office Replacement – Approval

The fire alarm panel at East/Central Office is in poor condition and will not communicate to the main panel to activate an alarm. The existing panel is no longer serviceable and parts to repair the panel are unavailable. If the panel is upgraded to the most current model, the field devices will be compatible except for the pull stations, ZAM relays, and IAM input modules. The Administration received a quote from Johnson Controls to replace the head end panel, the field initiating devices, and it includes the electrical installation of the new devices. This proposed panel will have the ability to add voice, which will be required for any future building additions (see Attachment D).

The Administration recommends replacing the fire panel at East/Central Office with a new Simplex 4100ES system and necessary field devices at a cost of \$65,842.02 to be funded from the Fund 10 budget.

IV. Updates and Reports

A. Purchases – Update

Copies of the following invoices, bid specs, and purchase orders will be reviewed:

- Boldt - \$16,016.60 - App #3 – Quadplex
- Kompas Care - \$18,765.00 - District Wide - Special Education Software
- Miron - \$10,889.30 - Grant, Howe & Washington – Referendum
- Miron - \$12,275.76 - THINK & Mead – Referendum
- Miron - \$31,581.77 – River Cities, WRAMS, Grove, Woodside, Pitsch - Ref. Retainage
- Miron - \$93,239.64 - Grant, Howe & Washington - Ref. Retainage
- Miron - \$137,384.42 - THINK & Mead - Ref. Retainage
- Miron - \$180,192.62 - Lincoln – Referendum
- Miron - \$237,954.44 - Grant, Howe & Washington - Ref. Retainage

B. No Change in Lunch Prices for the 2023-24 School Year – Update

During the previous two school years, school districts across the country did not charge families for meals as they were fully reimbursed by the US government. The government’s rate of reimbursement is higher than what the District charges families for the cost of a student’s meal. As a result, the District has accumulated a healthy food service fund balance and will not need to raise meal prices for the 2023-24 school year (see attachment E).

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.



Wisconsin School Nutrition Purchasing Cooperative

DATE: March 9, 2023

TO: Member District of the Wisconsin School Nutrition Purchasing Cooperative

FROM: Advisory Council of the Wisconsin School Nutrition Purchasing Cooperative

SUBJECT: 2023-24 SY Agreement

The attached packet for the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) includes:

1. Resolution
2. 66.0301 Agreement (sign and return)
3. Proposed Annual budget for WiSNP Co-op
4. Membership Listing
5. Governance and Bylaws of the WiSNP Co-op

NOTE:

1. The Resolution should be presented to your school board for approval
2. The 66.0301 Agreement must be signed and returned to:
WiSNP Co-op, MCPASD,
2130 Pinehurst Drive, Middleton, WI 53562 or agundeck@mcpasd.k12.wi.us

For the 2023-24 SY, the annual dues are set at \$300 per school district. Middleton Cross Plains Area School District will serve as the fiscal agent for WiSNP Co-op. The Procurement Consultant and Cooperative Coordinator agreement is with Melby Consulting for the 23/24 school year.

If you have any questions, please feel free to contact any of the current Advisory Council members:

Adam Dunnington, Deerfield School District, dunningtona@deerfield.k12.wi.us

Angie Stluka, Benton School District, anstluka@benton.k12.wi.us

Monica Glorioso, Hartford Union School District, monica.glorioso@huhs.org

Laticia Baudhuin, DC Everest Area School District, lbaudhuin@dce.k12.wi.us

Lizzie Messerli, Wisconsin Rapids School District, Elizabeth.messerli@wrps.net

Sarah Tomaszewicz, Oregon School District, setomaszewicz@oregonsd.net

Amy Jungbluth, Middleton Cross Plains, ajungbluth@mcpasd.k12.wi.us; Fiscal Agent

Resolution

Wisconsin School Nutrition Purchasing Cooperative

Whereas the School Districts as listed in this document desire to enter into a cooperative relationship to (1) reduce their respective costs in purchasing food, beverages, supplies, and USDA Foods processing, storage and transportation services for use in the school district's Child Nutrition Program(s) for the school year and beyond, and (2) to educate district representatives with regard to ongoing Child Nutrition Program challenges and regulations, and (3) to make the most efficient use of power by enabling them to cooperate with each other on a basis of mutual advantage;

Be it, and it is hereby resolved that the member districts of the Wisconsin School Nutrition Purchasing Cooperative shall share the fees for a procurement consultant and cooperative coordinator, plus reasonable and necessary expenses, through administrative fees paid through approved vendor agreements and through membership dues, pursuant to section 66.0301 of the Wisconsin Statutes.

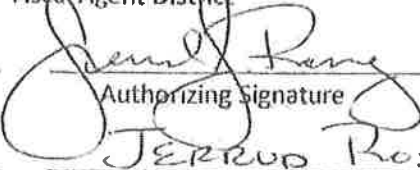
Wisconsin School Nutrition Purchasing Cooperative Agreement (Section 66.0301)

Pursuant to a resolution adopted by school districts participating in the Wisconsin School Nutrition Purchasing Cooperative (WISNP Co-op) to cooperatively procure and purchase food and supplies for the member district's Child Nutrition Program(s): Participating school districts hereby mutually agree, pursuant to Section 66.0301 of the Wisconsin Statutes, to the following conditions:

1. That said parties agree to retain a school nutrition procurement consultant to coordinate the bidding and procurement process for the WISNP Co-op as hereinafter set forth;
2. That the fiscal agent for the WISNP Co-op shall be a Member District or a CESA;
3. That the fiscal agent shall maintain necessary records for WISNP Co-op and establish and maintain financial accounts in accordance with uniform financial accounting systems prescribed by the Department of Public Instruction;
4. That the fiscal agent shall be authorized to pay necessary bills and collect fees;
5. That the proration of costs will be collected through administrative fees from approved vendor agreements based on purchase volume of each participating school district; and annual membership dues;
6. That the estimated budget and plan of operation for this cooperative shall be approved in advance of contract signing by all school district parties hereto;
7. That variations from the budget will require prior approval of all school district parties hereto;
8. That attached hereto and incorporated herein by reference are the authorizing resolution, budget, plan of payments to fiscal agent, and the plan for operation (WISNP Co-op bylaws).

School District Signature of Approval

Fiscal Agent Signature of Approval

	Middleton Cross Plains Area School District
School District	Fiscal Agent District
	
Authorizing Signature	Authorizing Signature
	Date
	3-10-2023
Printed Name	JERRON ROSSING
	Printed Name
	Assistant Superintendent of Operations
Title	Title

2023-24 School Year Proposed Annual Budget

Wisconsin School Nutrition Purchasing Cooperative

Expenses:

Procurement Consultant and Cooperative Coordinator	\$87,248
Operational Experiences	7,000
Training/Strategic Plans & Initiatives	5,000
Personal Services (Fiscal Agent; Insurance; Legal Council)	<u>6,500</u>
Total Expenses	\$105,748

Revenues:

Fees from per case purchases*	\$100,000
Interest	800
Membership Dues**	<u>17,700</u>
Total Revenue	\$118,500

*Approved vendor agreements state that Administrative Fees will be paid by the Vendor to the Fiscal Agent based on purchase volume of each participating school district.

**Membership Dues=\$300 per district

Membership
Wisconsin School Nutrition Purchasing Cooperative

2023-24 SY Member School Districts of the WISNP Co-op

- | | |
|--------------------------------------|--|
| 1. Adams Friendship | 31. Milton |
| 2. Almond Bancroft | 32. Mishicot |
| 3. Benton | 33. Monona Grove |
| 4. Big Foot Union High School | 34. Mosinee |
| 5. Brillion | 35. Mount Horeb |
| 6. Cambridge | 36. Necedah |
| 7. Campbellsport | 37. Norwalk Ontario Wilton |
| 8. Cassville | 38. Oregon School District |
| 9. Cuba City | 39. Port Edwards |
| 10. D C Everest Area | 40. Potosi |
| 11. Deerfield | 41. Poynette |
| 12. DeForest | 42. Princeton |
| 13. Dodgeville | 43. Randolph |
| 14. East Troy | 44. Random Lake/St Johns
Sherman Center |
| 15. Fall River | 45. Rio |
| 16. Fort Atkinson | 46. River Valley |
| 17. Hartford Union High School | 47. Sauk Prairie |
| 18. Highland | 48. Sharon Community Schools |
| 19. Janesville | 49. Sheboygan Falls |
| 20. Jefferson School District | 50. Slinger |
| 21. Johnson Creek | 51. Sun Prairie |
| 22. Kewaskum | 52. Valders |
| 23. Lake Mills | 53. Verona |
| 24. Lakeside Lutheran High
School | 54. Watertown |
| 25. Lomira | 55. Wausau |
| 26. Marshfield | 56. Wautoma |
| 27. Mayville | 57. West Bend |
| 28. McFarland | 58. Westfield |
| 29. Menominee Indian | 59. Wisconsin Rapids |
| 30. Middleton Cross Plains | |

Governance & Bylaws of the Wisconsin School Nutrition Purchasing Cooperative

I. PURPOSE

The purpose of the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) is to leverage the purchasing power of all Member Districts, regardless of size, to procure quality products and services for the benefit of their School Nutrition Programs.

II. GOVERNANCE

- A. Membership is open to Wisconsin school districts with a self-operated, federally funded Child Nutrition Program.
- B. An Advisory Council (Council) comprised of representatives from various sized Member Districts and the fiscal agent district shall be established as a board of directors to make business and organizational decisions for the WiSNP Co-op
- C. A fiscal agent (Fiscal Agent) shall be designated by the Council to manage the WiSNP Co-op funds.
- D. A school nutrition procurement consultant (Consultant) shall be an independent consultant that shall be procured for and contracted by the WiSNP Co-op to carry out the WiSNP Co-op's business.
- E. The WiSNP Co-op shall hold a minimum of three general membership meetings per year with the dates, times, and locations to be set by the Council.
- F. All decisions requiring a vote by the Member Districts or the Council will be by simple majority if a quorum is met.
 - 1. Votes may be cast in person or by approved electronic means. Member Districts may participate by any lawful communication means or in person.
 - 2. Member Districts are granted one vote per district.
- G. The fiscal year of the WiSNP Co-op shall be July 1 to June 30 of the succeeding year.
- H. Director & Officer Liability Insurance will be carried by WiSNP Co-op and the deductible paid by WiSNP Co-op for any claims brought to Council Members.

III. MEMBER DISTRICTS

- A. Member Districts shall be self-operated, federally funded Child Nutrition Programs. The operation of a Member District's Child Nutrition Program must comply with federal and state laws.
- B. All Member Districts shall abide by the WiSNP Co-op's Governing Rules, Policies, and Procedures as adopted.
- C. All Member Districts shall participate in and agree to the WiSNP Co-op's Prime Vendor contract. Member Districts may also participate in optional available RFPs.
- D. Member Districts shall provide the Fiscal Agent, Consultant, and Council information and documentation necessary for the WiSNP Co-op to meet its responsibilities.
- E. When a membership vote is required, only one vote per member district is allowed. If a quorum (51% or more) of the Member Districts are present, a simple majority vote will be conducted for:
 - 1. Adopting governance rules;
 - 2. Approval of policies and procedures;

3. Approval of Prime Vendor RFP award;
 4. Fee assessments to cover the WiSNP Co-op operating costs;
 5. Election of Council representatives;
- F. Any District may apply to become a member of the WiSNP Co-op.
1. Applications are accepted until October 31 of the prior school-year.
 2. The Council has the right to recommend the approval or disapproval of the applicant based on factors such as geographic location and enrollment.
 3. If a USDA Foods distribution contract is in force and a new member is applying during this contract's existence, its membership may require the contracted distributor's approval.
- G. A current Member District may be terminated upon determination that the Member District no longer meets membership criteria as determined by the Council. A Member District whose membership has been terminated by the Council has the right to appeal the termination decision to the Member Districts at the next regularly scheduled membership meeting.
- H. Requests for termination of participation in the WiSNP Co-op may be made in writing with at least thirty-(30) calendar days' notice. No refunds of participation fees will be made. Terminated members may not apply to participate in the WiSNP Co-op until the next bidding cycle.
- I. It is the Member District's responsibility to have the specific contract(s) approved by the member's Board of Education (or other governing body as appropriate) to meet the State and Federal procurement requirements.
- J. All Member Districts shall pay the annual membership fee set by the Council by July 31. Invoice will be sent by the Fiscal Agent.
- K. It is every Member District's responsibility to actively manage its USDA Foods including ordering, distribution, processing, and inventories.
- L. Each Member District must maintain internet and email access and is responsible to report contact changes to the Consultant.

IV. ADVISORY COUNCIL

- A. The Council shall consist of two representatives from each of the three Member District sizes – small (<1000), medium (1001-5000), and large (>5000). Member Districts shall elect council members from the corresponding district-size. The Fiscal Agent district will also serve on the Council.
- B. Each Council member shall serve a three-year term. Council members will serve as Co-chairs during their third term. A temporary extension of a Council member's term may be requested to complete a project or initiative.
- C. Council members shall be unpaid. Council members shall be reimbursed for expenses incurred to attend Council meetings.
- D. The Council has the following responsibilities:
 1. The Council shall serve as a point of contact for Member Districts;
 2. The Council shall review and take action on comments and concerns presented to the Council by Member Districts, Consultant, Fiscal Agent, and/or Vendors;
 3. The Council shall review and propose changes to the bylaws, policies, and procedures for the WiSNP Co-op;
 4. The Council shall review and approve WiSNP Co-op budget;
 5. The Council shall set annual membership fees;
 6. The Council shall set general membership meetings dates, times, locations, and agendas;

7. The Council shall conduct performance and pricing audits of awarded vendors as coordinated by the Consultant;
 8. The Council shall create WiSNP Co-op sub-committees as deemed necessary.
- E. The Council shall meet a minimum of twice a year or as needed.

V. FISCAL AGENT

- A. The Fiscal Agent has the following responsibilities:
1. The Fiscal Agent shall serve as custodian of all WiSNP Co-op fiscal, membership, and other records in accordance with applicable law and retain those records on behalf of the Member Districts until the WiSNP Co-op dissolves. The Fiscal Agent shall provide such records only upon request of the Member Districts and Council;
 2. The Fiscal Agent shall operate in accordance with the budget adopted by the Council and with applicable law;
 3. The Fiscal Agent shall maintain separate and distinct administrative, accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the WiSNP Co-op;
 4. The Fiscal Agent shall cooperate with any audits by regulatory agencies required of the Member Districts.
 5. If Member District annual dues are deemed necessary, the fiscal agent shall bill, receive, and record said dues.
- B. All discounts, rebates, and applicable credits received by the Fiscal Agent on behalf of Member Districts must be returned to the Member District's nonprofit school food service account.
- C. All funds generated in excess of expenses shall stay with the WiSNP Co-op and its Member Districts.
- D. Administrative cost overruns and uncontrollable costs exceeding what was budgeted shall be reviewed by the Fiscal Agent, Council and Consultant to determine the nature and extent of the costs. The Council shall determine if and how the costs will be allocated among the Member Districts.
- E. The Council may hire an auditor to review all financial records to ensure compliance with state and federal regulations and verify fiscal responsibility.

VI. SCHOOL NUTRITION PROCUREMENT CONSULTANT

- A. A school nutrition procurement consultant (Consultant) will be properly procured for and contracted by the WiSNP Co-op.
- B. With Council oversight, the Consultant is responsible for writing, issuing, evaluating, and approving all bid documents related to the WiSNP Co-op's business and ensuring that all purchasing and bidding activities adhere to state and federal statutes and purchasing regulations;
- C. The Consultant shall see that all orders and resolutions of the Council are carried into effect.
- D. The Consultant shall have the authority to sign all certificates, contracts, and other instruments on behalf of the WiSNP Co-op

- E. The Consultant shall inform Council members and Member Districts of pertinent WISNP Co-op business transactions
- F. The Consultant shall plan and convene regular Council and WISNP Co-op meetings, gather agenda items, publish agendas and ensure minutes of each meeting are recorded and disseminated. Planning additional education sessions and/or food shows for WISNP Co-op may also be required.
- G. The Consultant shall provide other duties necessary to responsibly manage the business affairs of the WISNP Co-op with the best interest of every Member District in mind.

Original Adoption: May 11, 2017

Revised: December 8, 2017; May 9, 2018; Jan 7, 2020; Jan 8, 2021, March 2022, March 2023

USDA Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



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Bill Snow
(608)469-4075
bsnow@garlandind.com

March 1, 2023

Wisconsin Rapids School District Administration
510 Peach Street
Wisconsin Rapids, WI 54494

RE: Think Academy Roof Project- Bid Tabulation and Letter of Recommendation

On Tuesday February 28th, 2023 @ 2:00PM sealed bids were opened for the 2023 roof replacement project for Think Academy. (See attached the bid tabulation for this project)

The project recommendations are as follows:

Base Bid 1- Roof Replacement- New Mineral Surface to Roof Sections 1,2,3,4 of Think Academy. - Based on the bid results and budget it is the recommendation to award Line Item number one to Maurer Roofing, Inc. Marshfield, WI. for the total amount of **\$629,790**.

Add Alternative to Bid 1- Roof Replacement-Flood & Gravel Surface to Roof Sections 1,2,3,4 of Think Academy.

An alternative Line item to Add a Flood Coat of Hot Asphalt and Pea Gravel to the roof surface was specified. Maurer Roofing, Inc bid this alternative in the total Amount of **\$637,500**. While also having the lowest alternative bid the additional costs associated with this Add were \$7,710 above the Base Bid.

Summary and Totals

Maurer Roofing has submitted all the required paperwork along with their bid forms as required by the project specifications and project requirements. Maurer Roofing is a highly reputable company and has completed numerous successful installations throughout the State of Wisconsin. They are a local company and are willing and able to complete the project within the District's Summer Break of 2023.

An Additional Add of Flood Coat and Gravel to the roof system was presented to the bidding contractors. While both systems provide a 30 year warranty from The Garland Company, the Mineral Surfaced system is \$7,710 less expensive. Both are high quality roof systems with very minimal maintenance and life cycle cost to maintain.

Lead Times

Due to the detail and customization of this project there are significant lead times to manufacture and deliver materials. The final shop drawings, manufacture and delivery of the roof can be 4-6 weeks or more from award of project.

If you have any further questions or require further information, please feel free to contact me at 608-469-4075.

Sincerely,

Bill Snow

Bill Snow - The Garland Company

Contractor	<u>Base Bid 1 - Roof Replacement - New Mineral Surface</u>	<u>Add Alternative to Bid 1 - Roof Replacement - Flood & Gravel Surface</u>	Start Dates	End Dates	Bond Paperwork
	Total Base Bid 1	Total Alternative - To Base Bid 1			
Mauer Roofing	\$629,790.00	\$637,500.00	6/1/2023	8/25/2023	Yes
Pioneer Roofing	\$823,848.00	\$831,126.00	6/1/2023	8/25/2023	YES
Michel's Roofing	\$701,979.00	\$691,979.00	6/1/2024	8/1/2024	Yes
Oshkosh Industrial Roofing	Did Not Bid	Did Not Bid	N/A	N/A	N/A

AMERICAN ASPHALT OF WISCONSIN

Attachment C

DIVISION OF MATHY CONSTRUCTION
832 STATE HIGHWAY 153 P.O. BOX 98
MOSINEE, WI 54455
PHONE (715) 693-5200 * FAX (715) 693-5220
www.americanasphaltowisconsin.com
PROPOSAL/CONTRACT

AMERICAN ASPHALT OF WISCONSIN PROPOSAL	DATE: 3/14/2023
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Billing Information

Attn: Ed Allison WI Rapids Public Schools 2510 Industrial St WI Rapids, WI 54494	PHONE # (715) 323-5469 FAX # (715) 422-6240 MOBILE # EMAIL edwin.allison@wrps.net
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Job Information

JOB/OWNER(S) NAME: THINK Academy Parking Lot Extension	JOB CITY/LOCATION: Rudolph
JOB ADDRESS: 6950 Knowledge Ave.	COUNTY: Wood

(WRITE IT DOWN - VERBAL OR WRITTEN TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE NOT BINDING)

American Asphalt of Wisconsin ("CONTRACTOR") proposes as follows:

Scope of Work:

Provide traffic control signing and flagging as needed for our operations.
Excavate the subbase as necessary for pavement structure and drainage.
Furnish and install 8 inches of compacted WisDOT Spec. breaker run base course material.
Furnish and install 6 inches of compacted WisDOT Spec. 3/4" dense graded base course material.
Fine grade, water, and compact the base course material.
Pave with WisDOT Spec. Type LT 58-28S asphalt mix compacted to an average thickness of 3 inches in two lifts.
Layout and stripe the parking lot.

Option 1: Approx. 62' Expansion Approx : 2,205 S.Y.

Option 1 Price = \$ 99,785.00

Option 2: Approx. 44' Expansion Approx : 1,570 S.Y.

Option 2 Price = \$ 82,545.00

SPECIAL CONDITIONS :

Payment for staged construction shall be due upon completion of each stage of work.
Any cleanup required prior to paving the surface course will be billed over and above the contract amount.
Price does not include over excavation if poor soil conditions are encountered beyond current scope.
Price does not include landscape restoration.
Signage is not included.
Bond is not included.

Thank you for allowing us to quote this work.

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **AS ABOVE** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions, and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the Terms And Conditions on Page 2.

CONTRACTOR:
American Asphalt of Wisconsin

PURCHASER:
I have read and understand the terms and conditions on both pages of this contract. PURCHASER hereby acknowledges receipt of the Wisconsin Department of Commerce Right to Cure Law brochure, if applicable.

By: Jon Hagler
Print Name: Jon Hagler
Date: 3/14/2023

By: _____
Print Name: _____
Date of acceptance _____

NOTE: This proposal shall be automatically cancelled if written acceptance has not been received by the CONTRACTOR on or before 5:00 p.m. March 29, 2023, the Cancellation Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment. By my signature herein I authorize CONTRACTOR to review personal or business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

If the work set forth in this contract is not completed through no fault of the Contractor in the construction season in which the contract is accepted, which ends November 1st, then Contractor reserves the right to adjust the prices.

AFTER SIGNING, PLEASE RETAIN ONE COPY AND FORWARD A COPY TO OUR OFFICE ON OR BEFORE THE CANCELLATION DATE.

EOE, including disability/vets

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

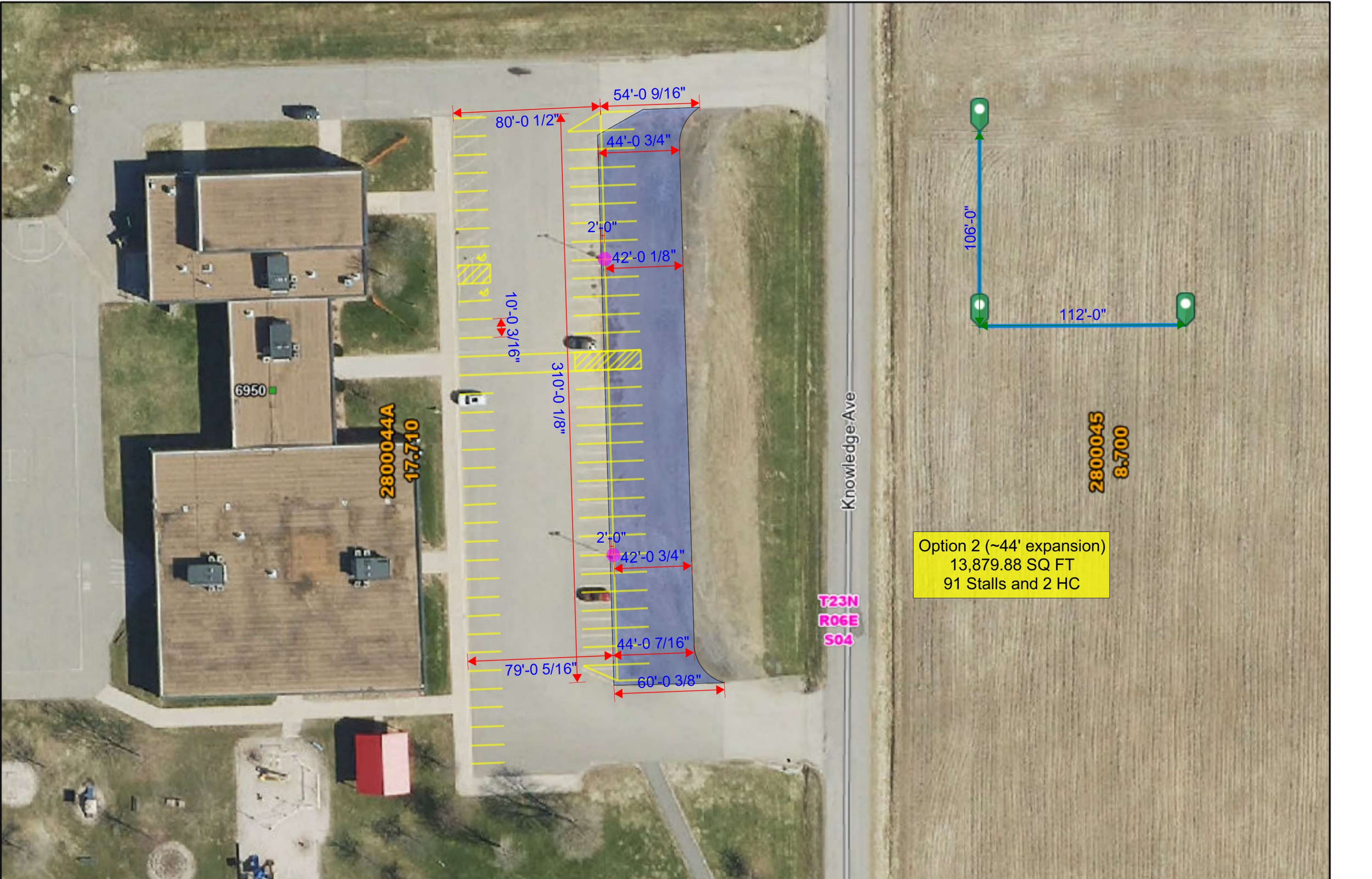
Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



6950

2800044A
17.710

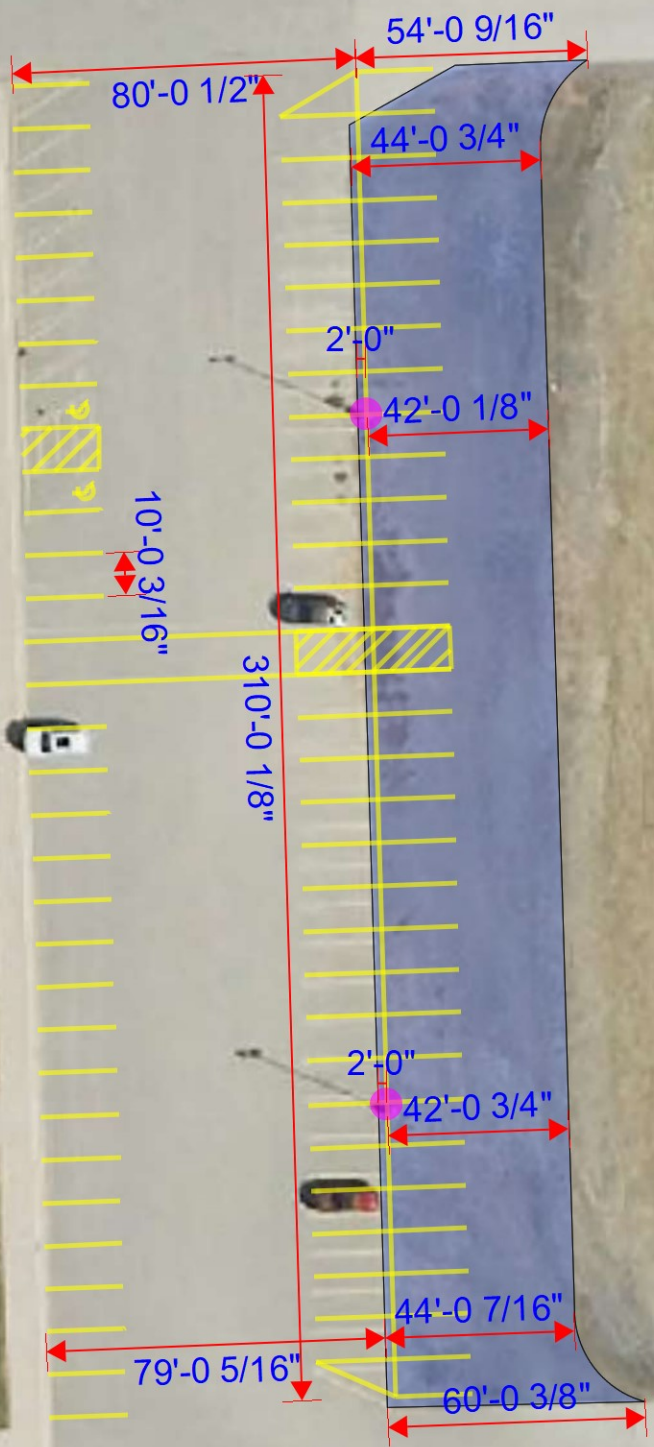
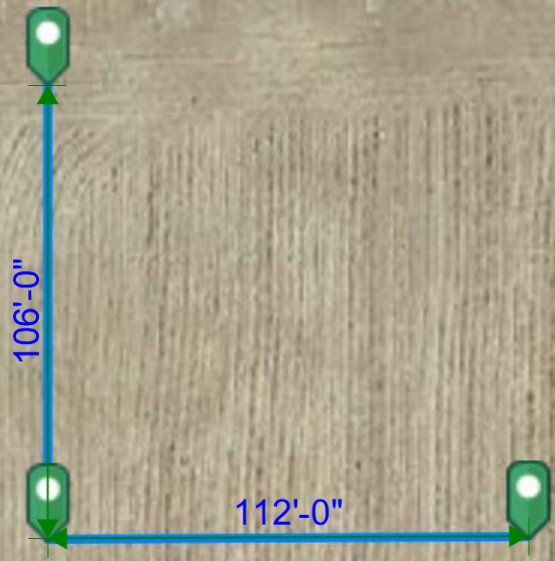
2800044B
17.710

Knowledge Ave

T23N
R06E
S04

2800045
8.700

Option 2 (~44' expansion)
13,879.88 SQ FT
91 Stalls and 2 HC





Johnson Controls Fire Protection LP
 N961 Tower View Dr.
 Greenville, WI 54962
 (920) 494-8741

Johnson Controls Fire Protection LP Quotation

To:
 Wisconsin Rapids East Jr High
 311 Lincoln St
 WISCONSIN RAPIDS, WI 54494-4857

Project: Wisconsin Rapids East JH 4020 upgrade -
 CPQ-211288
 Johnson Controls Reference: 650211288
 Date: 02/01/2023
 Page: 1 of 12

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Scope:

Upgrade of the existing obsolete 4020 fire alarm panel that is having issues. The current 4020 fire alarm panel has not been in production for many years and parts to keep the system running are also no longer available. The current panel has an input (Mapnet) circuit that is no longer working which means if there is a fire in the area that circuit covers, the fire alarm panel probably will not be able to detect it.

Most of your existing devices tied to your fire alarm panel will be compatible with the new panel but the pull stations, input monitor points and addressable relays are so old, they will need to be replaced to be compatible with the new panel. These devices will be replaced one of one in their current location with new model devices as part of this proposal.

This proposal includes electrical installation, programming and checkout for the supplied Johnson Controls equipment. It does not include any applicable taxes.

Please note the following:

- * If you have any stimulus funding still available, I suggest checking to see if you can use some of those funds for this upgrade.
- * Please note that the new state codes require new schools or building additions to a school to have a voice fire alarm system in the new areas. This proposal includes a panel that can add internal parts to allow voice communications in the future when needed. This is another example of how a Simplex 4100ES panel has both forward and backwards compatibility to reduce the total costs for the life of your building.
- * Proposal costs are based on quantities listed - additional changes that may be required by a local AHJ are not included. If they require additional materials, it may be extra.
- * State submittals are not included. If this is required, it will be extra.



Johnson Controls Fire Protection LP
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- * The batteries in the existing NAC panels will be used in the new NAC panels to help reduce costs. New larger batteries are included for the main fire alarm panel.
- * Any local permits required are the responsibility of the owner.
- * Pricing based on work being done during normal business hours M-F/8-5.
- * Due to inflationary pressures, proposal is valid for 10 days. Pricing based upon acceptance of materials within 180 days.
- * Any troubleshooting on existing circuits that may arise with the use of existing cables/wiring when connected to the new panels is ***not included***. We have noted from other projects that due to some of the new requirements by UL, new panels are more sensitive to these issues. Such issues will have to be resolved on a negotiated time and material basis.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within ten (10) days from the date of the Proposal.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

If you have any questions, please call me at (920) 246-7185.

Curt Miller / Account Executive / Johnson Controls Fire Protection LP

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
N961 Tower View Dr.
Greenville , WI 54962
(920) 494-8741

Mobile: 920-246-7185
N961 Tower View Dr., Greenville, WI 54962
curt.miller@jci.com

If approved, please sign the last page of the quote and e-mail back the entire quote. If required, please forward a purchase order made to Johnson Controls Fire Protection LP with the signed quote. Purchase Orders must include our quote number.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



QTY	MODEL NUMBER	DESCRIPTION
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-6033	ALARM RELAY
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
2	4100-3109	IDNET2 250PT 2 LOOP MODULE
2	4100-5450	NAC CARD
2	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	41007908	SYSTEM WITHOUT DACT
1	4100-5131	ES-PS FAN MODULE
1	4100-5401	ES-PS POWER SUPPLY
8	4100-1279	2 BLANK DISPLAY MODULE
1	4100-2302	8 SLOT EXP BAY FILLER PANEL
1	2975-9443	3 BAY BB/GDOOR/DRESS PNL RED
2	2081-9276	BATTERY 33AH
73	4099-9004	STATION-LED, SA ADDR
14	4090-9008	DUAL RELAY IAM, IDNET
6	4090-9051	SUPERVISED IAM
6	4081-9004	EOL, 6.8K 1/2W
2	740-758	4602 LCD ANNUN SOFTWARE
2	4009-9201	NAC EXTENDER 120VAC, IDNET
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL LABOR
	DPINSTAL	Electrical Install
1	DPFA	DP FIRE ALARM

Total net selling price, FOB shipping point, \$65,842.02

Payment Options:
Johnson Controls Capital Funding Solutions

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

- PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____
- AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>N961 Tower View Dr.</p> <p>Greenville , WI 54962</p> <p>Telephone: (920) 494-8741</p> <p>Representative: _____</p> <p>Email: curt.miller@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY 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 TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card

readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and

Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): **AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from**

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Breakfast Pricing 2023-2024			
	Elementary	Middle	High School
Student	\$1.50	\$1.50	\$1.50
Reduced	No Charge	No Charge	No Charge
Adult	\$2.60	\$2.60	\$2.60
Child Visitor	\$2.00	\$2.00	\$2.00
Extra Milk	\$0.45	\$0.45	\$0.45

Lunch Pricing 2023-2024			
	Elementary	Middle	High School
Student	\$2.15	\$2.35	\$2.55
Reduced	\$0.40	\$0.40	\$0.40
Adult	\$4.65	\$4.65	\$4.65
Child Visitor	\$3.00	\$3.00	\$3.00
Extra Milk	\$0.45	\$0.45	\$0.45