



BUILDING & GROUNDS COMMITTEE LIBRARY BOARD OF TRUSTEES

MEETING

**Mukwonago Community Library
511 Division Street, Mukwonago, WI 53149
or via Zoom
November 17, 2025 at 6:00 PM**

AGENDA

Zoom Login

<https://us02web.zoom.us/j/85106075745?pwd=UiCBACNvWcXvzEWtyarrokng4gGlvM.1>

- 1. Call to Order**
- 2. Roll Call and Introduction of Guests**
- 3. Approval of Minutes**
 - 3.1 Approval of the August 25, 2025 Library Building & Ground Committee Minutes as prepared and distributed
- 4. Discussion/Action Items**
 - 4.1 Facility Updates - Discussion and possible action on updates regarding the facilities.
 - 4.2 Capital Plan - Discussion and possible action on the Capital Plan.
 - 4.3 Renovation Plans - Discussion and possible action on the renovation project.
 - 4.4 Capital Campaign Naming Rights Considerations - Discussion and possible action on developing guidelines for naming rights and considerations such as signage in preparation for the capital campaign.
 - 4.5 HVAC Contracts - Discussion and possible action on the Illingworth-Kilgust/Emcor mechanical and controls maintenance contracts for 2026.
 - 4.6 Fire Safety System Contract - Discussion and possible action on the USA Fire Protection inspection and monitoring contract for 2026-2027.
 - 4.7 JACE End-of-Life - Discussion and possible action on the JACE 8100 end-of-life notification.
- 5. Referral Items**
- 6. Confirm Next Meeting Date**

Thursday, February 19, 2026 @ 6:00pm

7. Adjournment

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

Village of Mukwonago
**DRAFT MINUTES OF THE MUKWONAGO COMMUNITY LIBRARY
BOARD'S BUILDING AND GROUNDS COMMITTEE**
Monday, August 25, 2025

Time: **6:00 pm**

Place: **Mukwonago Community Library, 511 Division Street, Mukwonago, WI,
53149 AND via Zoom**

1. Call to Order

Chairperson E. Brill called the meeting to order at 6:00 p.m.

2. Roll Call and Introduction of Guests

Board Members Present

E. Brill
H. Pringle
E. Pautz

Via Zoom

L. Spielman

Also Present

A. Armour, Library Director

3. Approval of Minutes

H. Pringle/E. Brill motioned to approve the Building & Grounds Committee Meeting Minutes from June 16, 2025. Unanimously carried. L. Spielman and E. Pautz abstain.

4. Discussion/Action Items

Capital Plan

Discussion and possible action on the Capital Plan.

The Committee discussed establishing a consistent approach for negotiating funding with the Village for future large capital expenses such as the roof or parking lot. Discussion included the need to obtain and document in the CIP any end-of-life dates for equipment items as vendors present information.

Renovation Plans

Discussion and possible action on the design development of the renovation plans. The Committee reviewed the August 19 renovation plan estimates, which represent the culmination of the months-long design development process. The \$4.5 million total budget was higher than expected. Discussion included the Committee's commitment to making judicious cuts to bring costs down to a reasonable level without undermining the project's core intent of providing inviting spaces for all ages and staff and creating spaces that connect the library to the community and add

value to the community. Discussion also included adopting the architect's recommendations to eliminate MetaSpace 511 baffling in favor of cost-effective acoustical ceiling tiles, reusing existing ACT where possible, shifting the furniture budget to an add alternate, and examining the lighting plan for potential cost savings. The Committee directed Director Armour to communicate these decisions and provide a list of "untouchables" (such as noise mitigation) to the architect for plan refinement and cost reduction before the September 11 Library Board presentation.

EIFS Painting

Discussion and possible action on proposal from Merit Painting for painting the EIFS.

Chairperson Brill explained that Exterior Insulation and Finish System (EIFS) is a common exterior finish for commercial buildings. The Library has EIFS on vertical walls surrounding the flat roof, and painting them would extend their life until replacement with metal siding during a future roofing project. The proposal coordinates with other Village projects in 2026 to achieve cost-effectiveness through economies of scale and utilize the expertise of the Village's Department of Public Works. H. Pringle/L. Spielman motioned to recommend the Library Board accept the Merit Painting proposal for EIFS painting with funding from the WCCF Capital Endowment Fund. Motion carried unanimously.

Parking Lot

Discussion and possible action on Library parking lot replacement and drive-through book drop improvements.

Chairperson Brill reported that Head of Department of Public Works Ron Bittner included the Library in contractor solicitations for future capital projects. The Library's parking lot is beyond seal coating and requires mill-and-overlay replacement and the elevation by the exterior book drop needs to be raised for ease of access. Bittner recommends scheduling this project for 2030 to align with neighborhood street resurfacing and capitalize on economies of scale. The estimate has been included in the Village's 2030 capital plan. No action taken.

Library Lots

Discussion and possible action on Library property lot configuration.

Chairperson Brill reported that Village ordinance requires developers to combine separate lots when building, and the Village is now addressing this administrative requirement for their own properties. The information on the cost and process was shared with the Library with no expectation of timeline or commitment, simply to share the information and get the ball rolling. Director Armour consulted with Teresa Schmidt from the Wisconsin Department of Public Instruction (DPI) and learned that most municipalities statewide own their library property and typically bear costs for such administrative cleanup. The Committee directed Director Armour to obtain a written opinion from DPI to share with the Village for determining next steps and to update the Library Board at the next meeting. While not urgent, addressing this matter now will prevent future complications.

5. Referral Items – none

6. Confirm Next Meeting Date – The next Building and Grounds Committee meeting is scheduled for November 17, 2025 @ 6:00pm.

7. Adjourn

H. Pringle/E. Pautz motioned to adjourn. Unanimously carried. Chairperson Brill adjourned the meeting at 7:31 pm.

Minutes submitted by Abby Armour

DRAFT

Mukwonago Community Library Capital Improvement Plan (CIP)												
								Current 5 Year CIP				
* indicates this item has been submitted to the Village's CIP												
Item	Notes	originally installed	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
* Renovation Plan - as of Sept. 2025 in two phases under one project bid								\$3,600,000				
Renovation Project Add Alternate: Furniture Allowance								\$570,000				
Renovation Project Add Alternate: Replace Lights Outside of Work Area								\$96,794				
Renovation Project Add Alternate: Replace Dry Sprinkler System								\$424,906				
Renovation Project Add Alternate: Replace HVAC Controls								\$25,103				
Automated Material Handler (AMH) for circulation workroom								\$150,000				
Airhandler 1 (Carrier)		1996										
_TACO pump		1996										
In line Pump P-5 Bell & Gosset		1996			\$3,578							
Airhandler 2 (Trane?)		2011										
_TACO pump		2011		\$1,285								
Boiler 1 (750,000 BTU EVCA-750)		2011										
In line Pump P-2 Bell & Gosset		2011										
Pump P-3 (Bell & Gosset 75 GPM)		2011										
Boiler 2 (750,000 BTU EVCA-750)		2011										
In line Pump P-1Bell & Gosset		2011										
Pump P-4 (Bell & Gosset 75 GPM)		2011										
Pump #8		2011		\$3,191								
Air Conditioning												
Condensing Unit 30 ton (38AKS034-600)	Carrier (Roof)-Daiken	2011	\$46,000									
Condensing Unit 30 ton (38AKS034)	Carrier (Roof) Daiken	2011										
Condensing Unit 40 ton (RAUJC4)	Trane (Roof)	2011										
Condensing Unit 1 ton (PFC014)	Liebert (Roof)	2011										
Condensing Unit 1 ton (PUL12EK)	Mitsubishi (roof)	2011										
Computer Room Air Handling Unit (MMD12E)	Liebert (Server Room)	2011										
Ductless Split Type A/C Condensing Unit 1 ton (PUY-A12NHA4)	Mitsubishi (Elevator Room)	2011										
Ductless Air Handling Unit 1 ton (PKA-A12HA4)	Mitsubishi (Elevator Room)	2011										
Exhaust Fan	MetaSpace ceiling											
Safety:												
Annunciator panel	Front hall	2011		\$1,510								
Dry sprinkler system												
Wet sprinkler system												
Technology:												
self-checkout machines (Envisionware X11)	6 year EOL	2021	\$12,000						\$20,000			
Smart Lockers (Smiota)		2022 & 2024				\$7,347						
Computer Replacement Cycle	4 year EOL						\$5,000		\$5,000		\$5,000	
Server Replace/Upgrade	6 year EOL	2022		\$7,058							\$10,000	
Audio/Video System in Community Room		2022		\$24,955								
Hearing Loop in Community Room		2016			\$1,221							
Elevator												
Water:												
Sump Pump replacements							\$4,865					
Water Softener												
Tankless water heaters under sinks		2025					\$7,680					
Water filtration system in staff kitchen (reverse osmosis)												
Exterior:												
* Parking Lot Replacement												\$232,510
* Roof Replacement - Full Facility												
Interior:												
carpeting		2011										
Security System Repair/ replace/Update		2018										
front door accessibility upgrade												
TOTAL FOR YEAR			\$58,000	\$37,999	\$4,799	\$7,347	\$17,545	\$4,866,803	\$25,000	\$0	\$15,000	\$232,510

Mukwonago Community Library

Campaign Goal: \$1.1 million Gift Table

# Gifts Req'd	Gift Level	Subtotal	Cumulative Total	% of Goal
1	\$125,000	\$125,000	\$125,000	11%
2	\$ 75,000	\$150,000	\$275,000	25%
3	\$ 50,000	\$150,000	\$425,000	39%
8	\$ 25,000	\$200,000	\$625,000	57%
10	\$ 15,000	\$150,000	\$775,000	70%
12	\$ 10,000	\$120,000	\$895,000	81%
15	\$ 5,000	\$ 75,000	\$970,000	88%
25	\$ 1,000	\$ 25,000	\$995,000	90%
Many	Under \$1,000	\$105,000	\$1,100,000	100%

PLEDGE PAYMENT SCHEDULE OPTIONS

Gift Amount	Annually Over 3 Years	Quarterly Over 3 Years	Monthly Over 3 Years
\$125,000	\$41,700	\$10,417	\$3,472
\$ 75,000	\$25,000	\$ 6,250	\$2,083
\$ 50,000	\$16,667	\$ 4,167	\$1,389
\$ 25,000	\$ 8,333	\$ 2,083	\$ 694
\$ 15,000	\$ 5,000	\$ 1,250	\$ 417
\$ 10,000	\$ 3,333	\$ 833	\$ 278
\$ 5,000	\$ 1,667	\$ 417	\$ 139
\$ 1,000	\$ 333	\$ 83	\$ 28

Mukwonago Community Library
Naming Rights and Commemorations Policy
Approved June 12, 2025 – Last Reviewed June 12, 2025

The Mukwonago Community Library considers and promotes commemorative philanthropic naming of specific areas, rooms, and items within the Library facility. The Library seeks to recognize persons who have supported the Library’s mission through financial contributions or other supportive actions by naming areas in their honor. This policy provides guidelines to recognize individuals, corporations, service groups, or foundations and facilitates the strengthening of strong relationships between the Library and its supporters.

- I. Guidelines for Naming
- II. Exclusions and Restrictions
- III. Revocation of Naming Rights
- IV. Donor Agreements
- V. Recognition Implementation
- VI. Request Procedure
- VII. Naming Opportunities and Donation Levels
- VIII. Historical and Cumulative Donor Recognition

I. Guidelines for Naming

- A. The Library Board of Trustees must approve all recommended names.
- B. Gifts of money, real estate, and/or stock will be accepted if conditions attached to the gift are acceptable to the Library Board of Trustees.
- C. The individual, corporation, service group, or foundation being recognized must have done one of the following:
 - i. Made a financial contribution to the Mukwonago Community Library that meets or exceeds the established donation level for the named space
 - ii. Provided extraordinary service to the Library over a sustained period of at least 10 years, with contributions that have significantly enhanced the Library's mission and service to the community.
- D. The Library Board of Trustees shall retain the right to manage or control all named facilities. This includes, but is not limited to:
 - i. Rearranging furniture, shelving, or equipment
 - ii. Changing the contents, collections, or materials displayed in named areas
 - iii. Modifying the use or purpose of named spaces to meet evolving library needs
 - iv. Making routine updates to technology, furnishings, or décor

- E. An individual, corporation, service group, or foundation may suggest names for at most three (3) areas of the Library. However, unless the Library Board of Trustees determines otherwise, the individual, corporation, service group, or foundation's name may be used only once.
- F. In the event of a substantial building renovation, remodeling, expansion, or redesign, the Library Board reserves the right to demolish, retrofit, add to, or maintain the named area(s) as the Board's property and programmatic needs evolve. However, the Library Director, on behalf of the Library Board of Trustees, shall contact the donor(s) or their designee(s) to determine if the donor (s) / designee(s) would allow the Library Board of Trustees to consider their naming rights to be used in a similar capacity within the Library for the remainder of the original naming period, or to discuss other appropriate recognition.
- G. No signage will be put into place until 100% of the funds are received by the Library and all pledges must be paid within five (5) years from the initial pledge.

II. Exclusions and Restrictions

- A. The Library will not accept naming proposals or gifts from:
 - i. Organizations or individuals whose values conflict with the Library's mission
 - ii. Political organizations for political purposes
 - iii. Religious organizations for religious purposes
 - iv. Entities engaged in activities that could prove detrimental to the Library's public image
 - v. Sources that would constitute a conflict of interest or give the appearance of impropriety
- B. The Library Board reserves the right to decline any gift if the Board determines that acceptance would be contrary to the best interests of the Library.
- C. Names that could be perceived as advertising rather than recognition may be declined at the Board's discretion.
- D. The naming of any Library area does not imply that the named entity has any decision-making authority over Library policies, operations, collections, or programs.

III. Revocation of Naming Rights

- A. The Library Board reserves the right to revoke naming rights under the following conditions:
 - i. Donor or honoree engages in activities that are inconsistent with the Library's mission and values

- ii. Donor fails to fulfill agreed-upon financial commitment
 - iii. Continued association with the named entity would significantly damage the Library's reputation
 - iv. Information comes to light about the donor or honoree that would have caused the Library to decline the naming opportunity initially
- B. The Library Board shall make reasonable efforts to inform the donor or their representatives in advance of any action to revoke naming rights.
- C. The final decision regarding revocation rests solely with the Library Board of Trustees and shall be voted on by a majority of Trustees at a Board meeting.

IV. Donor Agreements

- A. All naming arrangements shall be documented in a written agreement between the donor and the Library.
- B. Agreements shall include at minimum:
- i. The amount and schedule of the donation
 - ii. The specific area to be named
 - iii. The exact name to be used
 - iv. Duration of the naming rights
 - v. Design and placement of recognition signage
 - vi. Conditions under which names may be altered or removed
- C. Agreements must be signed by the donor and the Library Board President or designee before implementation.
- D. Original signed agreements will be maintained by the Library Director and the Library's administrative staff.

V. Recognition Implementation

- A. All recognition signage will:
- i. Be consistent with the Library's overall interior design and signage program
 - ii. Be appropriately scaled to the space being named
 - iii. Include only the approved name, without additional messages, advertising, or logos (except in cases where the Board has approved a corporate logo)
- B. The Library Director will work with donors on signage wording, with final approval by the Library Board.

- C. In addition to physical signage, recognition may include acknowledgment on the Library website, in publications, and at relevant Library events.

VI. Request Procedure

- A. All requests for naming shall be submitted in writing to the Library Director.
- B. The Library Director will review and recommend naming opportunities to the Library Board during the next Library Board meeting.
- C. The Library Board will vote to approve or deny recommendations.
- D. No publicity shall be given to the recommendation for naming until it is approved by the Library Board.

VII. Naming Opportunities and Donation Levels

- A. Naming rights shall be granted for a specific time period rather than in perpetuity. At the end of the naming period, the donor or their heirs shall have the right of first refusal to continue the naming at the then-current donation level. Any proposed name change must be formally submitted in writing to the Library Board and approved by the Library Board in consultation with the donor(s) or their designee(s).
- B. The Library Board shall establish and periodically review minimum donation levels for naming opportunities based on:
 - i. The prominence and public visibility of the space
 - ii. The size and utility of the area
 - iii. Construction or renovation costs associated with the space
 - iv. Current fundraising goals and community capacity
- C. For each capital campaign or major fundraising initiative, the Library Board shall approve a separate naming opportunities document that:
 - i. Lists available spaces, items, or areas eligible for naming
 - ii. Establishes corresponding donation levels for each opportunity
 - iii. Establishes corresponding duration of naming time period
 - iv. Includes photographs or renderings when possible
 - v. Can be updated as naming opportunities are claimed without requiring policy revisions
- D. When a community member expresses interest in a naming opportunity outside of an active campaign, the Library Director shall:
 - i. Consult the most recently approved naming opportunities list

- ii. For spaces not on the current list, recommend appropriate donation levels based on comparable spaces
 - iii. Present the recommendation to the Library Board for approval
- E. The Library Director and the administrative staff shall maintain basic records of:
- i. Currently named spaces and their expiration dates
 - ii. Available naming opportunities
 - iii. Contact information for current donors

VIII. Historical and Cumulative Donor Recognition

- A. The Library acknowledges and honors the contributions of donors from all capital campaigns and major fundraising initiatives throughout its history.
- B. In recognition of their foundational, monumental, and indelible contributions to this Library, portraits of Floyd and Jessie McKenzie as well as of John and Lorraine McAdams will continue to be displayed and remain as permanent fixtures of the Library.
- C. For each major capital campaign, the Library Board shall approve an appropriate collective recognition method (such as, but not limited to, donor walls, digital displays, or commemorative features) that:
- i. Acknowledges contributors at specified giving levels
 - ii. Complements the architectural and design elements of the facility
 - iii. Can accommodate future campaign recognitions without creating visual clutter
 - iv. Honors the Library's history while allowing for evolution of the space
- D. The Library Director and administrative staff shall maintain an archival record of major donors and their contributions to the Library throughout its history, separate from this policy document.

Adopted by the Board of Trustees of the Mukwonago Community Library on June 12, 2025

Revision History

- | | |
|------------------------|---|
| August 12, 2016 | Removed Section C to reflect changes in Bridges policy. |
| January 5, 2021 | Added Section B to clarify procedures. |
| June 12, 2025 | Clarified language throughout.
Removed permanent naming opportunities and expanded on Library's rights over declining requests and revocation of naming. |

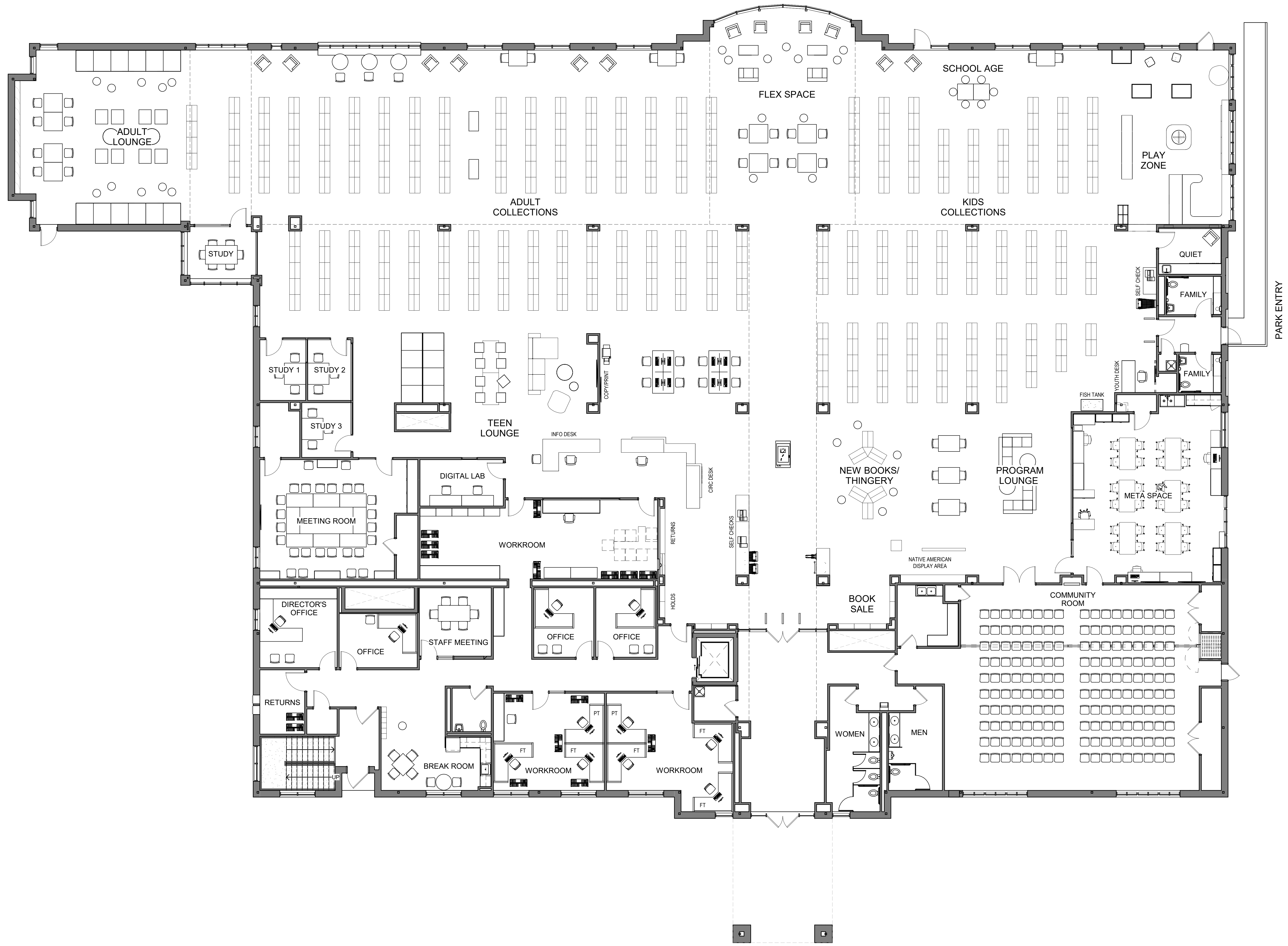
Removed section III Inventory of Currently Named Areas/Items of the Library.

Added section VII Naming Opportunities and Donation Levels

Added section IV Donor Agreements.

Renamed final section to Historical and Cumulative Donor Recognition, updating language regarding recognitions.

Reviewed by Village legal counsel.





Donor naming opportunities.

space	gift
CARNEGIE ROOM	\$200,000
MAKERSPACE	\$150,000
COMMUNITY ROOM	\$150,000
DEMONSTRATION KITCHEN	\$100,000
FIREPLACE	\$100,000
MEDIA CONFERENCE ROOM	\$100,000
AUDIO STUDIO	\$75,000
VIDEO STUDIO	\$75,000
LARGER CONFERENCE ROOM	\$75,000
SMALLER CONFERENCE ROOM 1	\$50,000
SMALLER CONFERENCE ROOM 2	\$50,000
SERVICE DESK	\$50,000
total naming opportunities	\$1,175,000

Thank you for
your support!





Capital Campaign Committee.

Chair—Melissa Baxter
Honorary Chair—Andrea Bryant
Honorary Chair—Terry Stevens
Karol Kennedy
Betsy Forrest
Friends of the Library—Terry Carpenter

Library Board of Trustees.

President—Amy Riebel
Vice-President—Paul Kasprovicz
Secretary—Martha Ryan
Sandra Ammerman
Melissa Baxter
Bonnie Byrd
Cynthia Deatrick
Betsy Forrest
Dr. Kevin Guilfooy
Erik Helgestad
Leonard Miller



CONTROL SYSTEM SUPPORT AGREEMENT

between

IKM BUILDING SOLUTIONS, INC.

and

Mukwonago Community Library

September 26, 2025

Under this agreement IKM Building Solutions, Inc. will provide maintenance services as detailed on equipment and systems listed, in accordance with the schedules, terms and conditions hereinafter set forth. These services will be provided at the following location(s):

Mukwonago Community Library

511 Division St
 Mukwonago, WI 53149

Attn: Cathryn Kim

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

Email: ckim@mukcom.lib.wi.us

Page 2.....	Control System Equipment List
Page 3	System Support Agreement Description
Page 4	Contact List
Page 5.....	System Support Agreement Acceptance
Page 6-8	General Terms and Conditions
Page 9.....	Other Services Provided by IKM Building Solutions, Inc.

APPENDIX A: SYSTEM SUPPORT AGREEMENT DESCRIPTION

Under this agreement, IKM Building Solutions, Inc. will provide (2) two on-site inspections per year.

The following is included:

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

The following is not included:

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

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

CONTROLS CONTACT LIST

NORMAL BUSINESS HOURS

7:00 a.m. to 4:00 p.m.

CONTROL SERVICE

During Normal Hours (414) 431-7200
 After Hours (414) 431-7200 (follow prompts)

CONTROL TECH / PROGRAMMER

Steve Dillon

Cell Phone # (414) 429-9117
 Email SDillon@IKMBuildingSolutions.com

CONTROLS ACCOUNT REP / SUP

Nate Bergemann

Office Phone # (414) 431-7156
 Cell Phone # (414) 550-7781
 Email NBergemann@IKMBuildingSolutions.com

REQUESTS

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

We will qualify the service request with specific questions to ensure proper response

To the best of your ability, please provide:

- Customer Name
- Location
- Authorizing Name
- Phone Number
- Reason for call
- Urgency of Request
- Purchase Order
- Any special instructions

SYSTEM SUPPORT AGREEMENT & ACCEPTANCE

This agreement is effective January 1st, 2026, through December 31st, 2026. Either party may cancel with a 30-day written notification prior to the end of the current term.

IKM Building Solutions, Inc. agrees to provide the scheduled services for which the customer agrees to pay **\$4,275.00**, to be invoiced in annual installments as follows:

The first payment of \$2,560.00 is due at the beginning of the contract, the second payment of \$1,715.00 is due in July.

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

Submitted by: *Nathan Bergemann*

Nate Bergemann
IKM Building Solutions, Inc.

Purchaser's Acceptance

Purchaser : _____

Signature : _____
Name : _____
Title : _____
Date : _____
PO # (if applicable) : _____

Seller's Acceptance

Seller : IKM Building Solutions, Inc.

Signature : _____
Name : Nate Bergemann
Title : Milwaukee Controls Manager
Date : _____



GENERAL TERMS AND CONDITIONS

This agreement (the "Agreement") is made this **26 of September, 2025** between **Mukwonago Community Library**, located at **(511 Division St Mukwonago, WI 53149)** (the "Customer"), and **IKM Building Solutions, Inc (11217 W Becher St, West Allis, Wisconsin, 53227)** (the "Contractor").

1. SERVICES:

1. Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at **511 Division St Mukwonago, WI 53149** (the "Site").
2. Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").
3. Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
4. Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
5. Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
6. Unless specified otherwise, Services do not include the following:
 - i. maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components
 - ii. maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment, including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service, or (c) Customer's failure to authorize Contractor to perform recommended work;
 - iii. any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
 - iv. any goods or services for, or concerning (a) piping, other than refrigerant piping; (b) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion; (c) valves; (d) electrical supply, disconnect switches, circuit breakers; (e) monitoring/recording devices affixed to Equipment, and (f) temporary cooling or heating.

2. PRICING AND PAYMENT

1. Customer agrees to pay Contractor pursuant to the provisions of this Agreement
2. Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.
3. Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
4. Unless specified otherwise,
 - i. Contractor will invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;
 - ii. For additional work, Contractor will invoice Customer upon completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance invoiced upon completion;
 - iii. Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor;

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:

1. Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on-going basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
2. If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.

4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees to:

1. provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
2. allow Contractor to start and stop the Equipment as is necessary to perform the Services;
3. provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment;
4. provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
5. use and operate the Equipment in accordance with the manufacturer's specifications and directions;
6. immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
7. take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
8. consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

1. Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
2. Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
3. Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
4. Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.
5. CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

1. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
2. Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
3. Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

1. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
2. In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

1. Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.
2. Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
3. In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
4. Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.

5. Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
6. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
7. Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.
- 9. TERM AND TERMINATION:**
1. The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
2. This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
3. The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
4. Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
5. Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
6. Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
7. If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
8. If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT-** Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
- 11. CHOICE OF LAW AND JURISDICTION:**
1. This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
2. Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
3. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
4. Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
5. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 1. ENTIRE AGREEMENT-** This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

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

IKM BUILDING SOLUTIONS, INC. CAPABILITIES

SERVICES & CAPABILITIES

Environmental Control Systems

- Customized Maintenance Programs
- Preventive/Predictive

HVAC (Heating, Ventilating, Air Conditioning)

Medical Gases

Piping (Industrial)

Plumbing/Installations

- Interior & Exterior Site Utilities
- Medical Gas Systems
- 3D CAD & Modeling
- Backflow Preventer Testing
- Solar Systems

Refrigeration

Sheet Metal

Temperature & Process Controls

- Testing, Adjusting & Balancing
- On-site Operations
- Mobile Services

Additional Services

- Building Automation Services & Integration
- Commission & Start-up
- Design/Build

MARKETS

Biotech/Healthcare

- Hospitals/Laboratories/Dialysis

Commercial

- Multi-Unit Residential
- Office Buildings/Real Estate
- Retail

Education

Manufacturing/Industrial

Public/Government

Technology

- Data Centers/Telecommunication

ADVANTAGES/BENEFITS

Over 35 years of experience

Certifications

- Flammable Liquid Storage Tank
- National Environmental Balancing Bureau (NEBB)
- Air & Water Balancing and Commissioning
- Certified welding
- Refrigerant Reclamation
- OSHA Safety
- LEED Accredited (Green Building Counsel)
- BIM (3D CAD Design)
- MSCA (STAR) Contractor Certified

State-of-the-art Prefabrication

Remote Monitoring

24/7/365 Mobile Service



IKM

Building Solutions

An EMCOR Company

PLANNED MAINTENANCE AGREEMENT RENEWAL
 between
IKM BUILDING SOLUTIONS, INC.
 and
MUKWONAGO COMMUNITY LIBRARY

September 24, 2025

Under this agreement IKM Building Solutions, Inc. will provide maintenance services as detailed on equipment and systems listed, in accordance with the schedules, terms and conditions hereinafter set forth. These services will be provided at the following location(s):

MUKWONAGO COMMUNITY LIBRARY
 511 Division Street
 Mukwonago, Wisconsin 53149

ATTN: Cathryn Kim
 PHONE: (262) 363-6411 ext. 4105
 EMAIL: ckim@mukcom.lib.wi.us

MAINTENANCE SERVICES

These services are included as part of this Agreement Renewal

Page 2.....**Equipment List**
 Page 3-9**Services Provided**
 Page 10.....**Contact List for Obtaining Service**
 Page 11.....**Planned Maintenance Agreement**
 Page 12-14.....**General Terms and Conditions**
 Page 15..... **Other Services Provided by IKM Building Solutions, Inc.**

APPENDIX A 1: EQUIPMENT LIST

MUKWONAGO COMMUNITY LIBRARY

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

APPENDIX A: SERVICES INCLUDED**AIR HANDLING UNIT**

IKM Building Solutions, Inc will perform **two (2) scheduled inspections** per year. The tasks to be performed are as follows:

INSPECTION (SPRING, FALL)

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

SERVICES INCLUDED**AIR COOLED CONDENSING UNIT**

IKM Building Solutions, Inc will perform **one (1) scheduled inspection** per year.
The tasks to be performed are as follows:

PREPARE ALL EQUIPMENT FOR COOLING SEASON (SPRING)

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

SERVICES INCLUDED**BOILERS**

IKM Building Solutions, Inc. will perform **one (1) scheduled inspection** per year. The tasks to be performed are as follows:

ANNUAL INSPECTION (FALL)

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

SERVICES INCLUDED**PUMPS**

IKM Building Solutions, Inc. will perform **two (2) scheduled inspections** per year. The tasks to be performed are as follows:

SEMI-ANNUAL MAINTENANCE INSPECTION (SPRING, FALL)

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

SERVICES INCLUDED**EXHAUST FANS**

IKM Building Solutions, Inc. will perform **one (1) scheduled inspection** per year.
The tasks to be performed are as follows:

ANNUAL INSPECTION (FALL)

- Check unit operation
- Lubricate fan and motor bearings per manufacturers recommendation
- Tighten electrical wiring and connections
- Test operating and safety controls
- Check belt and sheaves and adjust as necessary
- Report deficiencies and potential problems to the customer

SERVICES INCLUDED**DUCTLESS SPLIT SYSTEM**

IKM Building Solutions, Inc. will perform **two (2) scheduled inspections** per year. The tasks to be performed are as follows:

SEMI-ANNUAL INSPECTION (SPRING, FALL)

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

SERVICES INCLUDED**COMPUTER ROOM UNIT**

IKM Building Solutions, Inc. will perform **two (2) scheduled inspections** per year. The tasks to be performed are as follows:

SEMI-ANNUAL INSPECTION (SPRING, FALL)

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

SERVICE CONTACT LIST

NORMAL BUSINESS HOURS

7:00 a.m. to 4:00 p.m.

SERVICE DISPATCHERS

Cathy Pitzl / Lori Kugel / On-Call

Service Phone (24 / 7) (414) 476-6850

ACCOUNT REPRESENTATIVE

Roger Bergemann

Office Phone #

414-431-7157

Cell Phone #

414-750-7540

Email

RBergemann@IKMBuildingSolutions.com

FIELD SUPERVISOR

George Mangiaracina

Office Phone #

(414) 431-7166

Cell Phone #

(414) 587-6119

Email

GMangiaracina@IKMBuildingSolutions.com

SERVICE REQUESTS

For your service needs, call our dispatch line to speak to a live person 24 hours a day, 7 days a week

Service Dispatch Phone # (414) 476-6850

We will qualify the service request with specific questions to ensure proper response

To the best of your ability, please provide:

- Customer Name
- Location
- Authorizing Name
- Phone Number
- Reason for call
- Urgency of Request
- Purchase Order
- Any special instructions

PLANNED MAINTENANCE AGREEMENT RENEWAL

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

- SPRING INSPECTION
- FALL INSPECTION
- COIL CLEANING 1/YEAR
- FILTER REPLACEMENT 1/YEAR
- BELT REPLACEMENT 1/YEAR

This agreement is effective **January 1, 2025, through December 31, 2025**. Either party may cancel with a 30-day written notification prior to the end of the current term.

IKM Building Solutions, Inc. agrees to provide the scheduled services for which the customer agrees to pay **\$5,411.10 + tax**, per year, to be invoiced in advanced, in **two (2)** installments of **\$2,705.55 + tax**.

Repairs will be handled separately from the maintenance agreement. When repairs are identified by the IKM Building Solutions, Inc. technician, owner will take responsibility or authorize IKM Building Solutions, Inc. to perform the repair.

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

Submitted by: *Roger Bergemann*
 Roger Bergemann
 IKM Building Solutions, Inc.

Purchaser's Acceptance

Purchaser : _____

Signature : _____

Name : _____

Title : _____

Date : _____

PO # (if applicable) : _____

Seller's Acceptance

Seller : IKM Building Solutions, Inc.

Signature : _____

Name : Roger Bergemann

Title : Service Sales Project Manager

Date : _____



GENERAL TERMS AND CONDITIONS

This agreement (the "Agreement") is made this **24 of September, 2025** between **Mukwonago Community Library**, located at **(511 Division Street Mukwonago, WI 53149)** (the "Customer"), and **IKM Building Solutions, Inc (11217 W Becher St, West Allis, Wisconsin, 53227)** (the "Contractor").

1. SERVICES:

1. Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at **511 Division Street Mukwonago, WI 53149** (the "Site").
2. Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").
3. Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
4. Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
5. Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
6. Unless specified otherwise, Services do not include the following:
 - i. maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components
 - ii. maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment, including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service, or (c) Customer's failure to authorize Contractor to perform recommended work;
 - iii. any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
 - iv. any goods or services for, or concerning (a) piping, other than refrigerant piping; (b) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion; (c) valves; (d) electrical supply, disconnect switches, circuit breakers; (e) monitoring/recording devices affixed to Equipment, and (f) temporary cooling or heating.

2. PRICING AND PAYMENT

1. Customer agrees to pay Contractor pursuant to the provisions of this Agreement
2. Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.
3. Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
4. Unless specified otherwise,
 - i. Contractor will invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;
 - ii. For additional work, Contractor will invoice Customer upon completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance invoiced upon completion;
 - iii. Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor;

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:

1. Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on-going basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
2. If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.

4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees to:

1. provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
2. allow Contractor to start and stop the Equipment as is necessary to perform the Services;
3. provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment;
4. provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
5. use and operate the Equipment in accordance with the manufacturer's specifications and directions;
6. immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
7. take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
8. consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

1. Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
2. Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
3. Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
4. Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.
5. CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

1. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
2. Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
3. Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

1. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
2. In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

1. Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.
2. Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
3. In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
4. Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.

5. Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
6. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
7. Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.
- 9. TERM AND TERMINATION:**
1. The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
 2. This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
 3. The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
 4. Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
 5. Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
 6. Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
 7. If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
 8. If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT-** Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
- 11. CHOICE OF LAW AND JURISDICTION:**
1. This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
 2. Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
 3. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
 4. Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
 5. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 1. ENTIRE AGREEMENT-** This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

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

IKM BUILDING SOLUTIONS, INC. CAPABILITIES

SERVICES & CAPABILITIES

Environmental Control Systems

- Customized Maintenance Programs
- Preventive/Predictive

HVAC (Heating, Ventilating, Air Conditioning)

Medical Gases

Piping (Industrial)

Plumbing/Installations

- Interior & Exterior Site Utilities
- Medical Gas Systems
- 3D CAD & Modeling
- Backflow Preventer Testing
- Solar Systems

Refrigeration

Sheet Metal

Temperature & Process Controls

- Testing, Adjusting & Balancing
- On-site Operations
- Mobile Services

Additional Services

- Building Automation Services & Integration
- Commission & Start-up
- Design/Build

MARKETS

Biotech/Healthcare

- Hospitals/Laboratories/Dialysis

Commercial

- Multi-Unit Residential
- Office Buildings/Real Estate
- Retail

Education

Manufacturing/Industrial

Public/Government

Technology

- Data Centers/Telecommunication

ADVANTAGES/BENEFITS

Over 35 years of experience

Certifications

- Flammable Liquid Storage Tank
- National Environmental Balancing Bureau (NEBB)
- Air & Water Balancing and Commissioning
- Certified welding
- Refrigerant Reclamation
- OSHA Safety
- LEED Accredited (Green Building Counsel)
- BIM (3D CAD Design)
- MSCA (STAR) Contractor Certified

State-of-the-art Prefabrication

Remote Monitoring

24/7/365 Mobile Service



IKM

Building Solutions

An EMCOR Company



USA Fire Protection, Inc.

A Subsidiary of APi Group, Inc.

POWERED BY **API GROUP**

9/3/2025

Village of Mukwonago
440 Rivercrest Ct.
Mukwonago, WI 53149

REFERENCE: Renewal Contract for the following location:
Village of Mukwonago - Library - 511 Division St Mukwonago, WI

Thank you for the continued opportunity to provide you with excellent service on the referenced inspections below.

Quoted Inspection:

These inspections are required by the Wisconsin Administrative Code ILHR 51.23 (6), pursuant to the National Fire Protection Association Pamphlet #25. (Standard for Inspection, Testing and Maintenance of Water-Based Fire Protection Systems - 2011 Edition). Full flood due on dry sprinkler systems every 3 years and is charged at \$195 each dry system.

1 Wet/Dry Sprinkler Inspection

Due: June 2026 Annual \$455.00 (Once per year)

Backflow Certification:

On newer installations, where backflow equipment has been installed, the state of Wisconsin requires that these devices be certified for proper operation upon installation and at least annually thereafter (ILHR 82.21).

1 Backflow Certification

Due: June 2026 Annual \$215.00 (Once per year)

Quoted Inspection:

1 Fire Alarm Inspection

Due: October 2025 Annual \$1,295.00 (Once per year)

Quoted Inspection:

Monitoring is auto renewing with a 3% price increase every 2 years, unless a 30 day written cancellation is given by customer or USA Fire Protection.

1 Fire Alarm Monitoring

Due: March 2026 Annual \$720.00 (Once per year)

If third party reporting service is required, this includes permit, there will be an additional charge for the reporting and admin fee. *Any repairs or maintenance to the system or equipment can be done on a time and material basis or a quoted price at your request.*

Our pricing is based on maintaining a 2-year service agreement. Any scheduled inspection that is canceled without notice is subject to a service trip charge. Unless otherwise required due to the type of periodic inspection, the inspection will not cover every piece of fire protection equipment or parts but is limited to visual, external inspection of only a representative number or sample of the fire sprinklers, valves, pipe, hangers, and/or other devices and equipment in their installed positions.



USA Fire Protection, Inc.

A Subsidiary of APi Group, Inc.

POWERED BY **API GROUP**

THE COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF ANY PIPE, SYSTEM FIRE SPRINKLER EQUIPMENT, ATTACHMENTS OR PORTIONS THEREOF TO BE INSPECTED HEREUNDER. IT IS HEREBY EXPRESSLY AGREED THAT THE LIABILITY, IF ANY, THE COMPANY TO THE SUBSCRIBER AND/OR OTHER OCCUPANTS OR VISITORS OF THE BUILDING OF THE BUILDING FOR ANY INSPECTION, REPORT, ACT OR OMMISION TO ACT, OR ANY CLAIMED BREACH OF THIS AGREEMENT BY THE COMPANY OR ITS OFFICERS, EMPLOYEES OR AGENTS HEREUNDER SHALL IN NO EVENT EXCEED THE FEE PAID UNDERTHIS AGREEMENT FOR THE SPECIFIC INSPECTION SERVICES THAT GIVE RISE TO ANY LIABILITY.

The company, following each inspection, will provide to the subscriber a written "Report of Inspection" (Report). If desired, a copy of the report will be forwarded to the Subscriber's insurance company. The Report and recommendations by the company are only advisory in nature and are intended to assist the subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments to the system(s) and/or equipment attached thereto, which should receive prompt attention.

Please indicate the services you would like us to perform, sign the Customer Acceptance block and fax or mail to our office. We will schedule your inspection, and/or backflow recertification program upon receipt of signature.

If you have any questions or need any additional information regarding the above mentioned codes or your fire protection needs, please feel free to contact me.

Village of Mukwonago - Library - 511 Division St Mukwonago, WI

- _____ Annual Wet/Dry Sprinkler Inspection
- _____ Annual Backflow Certification
- _____ Annual Fire Alarm Inspection
- _____ Annual Fire Alarm Monitoring

Customer Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Phone: _____

Email: _____

Site Contact: _____

Site Phone: _____

USA Fire Protection , Inc.
Your Full Service Fire Protection Contractor

Inspections Sales Representative
Yvonne.Priest@usafp.us

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

niagara⁴

product news

TRIDIUM

JACE 8000 End-Of-Life Reminder

Now that Tridium's next-generation JACE[®] 9000 hardware platform has been launched and enthusiastically welcomed by the Niagara Community, questions about the JACE 8000's end of product life have arisen.

The powerful new features built into the JACE 9000 – such as its increased performance and capacity, quad core processor, ample RAM and storage, and faster start-up and station-load time – are in demand by customers.

To help our hardware partners with their own planning, here is the JACE 8000 End-of-Life Schedule as foreseen by Tridium today.

JACE 8000 End-of-Life Schedule

Here are some important events and dates concerning the JACE 8000 end-of-life (EOL) schedule:

- Niagara 4.15 is planned to launch in March 2025. It will be a long-term supported release, and the last supported Niagara 4 version for the JACE 8000.
- JACE 8000 Last Time Buy (LTB*) date is planned for December 31, 2026, for the Americas region as well as for Asia-Pacific.
- Europe, Middle East, and Africa LTB date is planned for December 31, 2025.
- JACE 8000 End of Hardware Support date is planned for July 2028.

* Please note the Last Time Buy (LTB) date is subject to product availability.

Review the Niagara Framework Software Maintenance [Policy](#) and [Matrix](#) for prospective support end dates.

Please refer to the current price list when purchasing any of these products before LTB. Be sure to contact us if you have questions. Thank you for your continued partnership.

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DISCOVER. CONNECT. ACHIEVE

niagara
marketplace

niagara
community

tridium
university

ABOUT US

Tridium is a world leader in business application frameworks — advancing truly open environments that harness the power of the Internet of Things. Our products allow diverse monitoring, control and automation systems to communicate and collaborate in buildings, data centers, manufacturing systems, smart cities and more. We create smarter, safer and more efficient enterprises and communities — bringing intelligence and connectivity to the network edge and back.

tridium.com

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Milwaukee:
 11217 West Becher Street
 West Allis, WI 53227-1032
 Phone: 414.476.5790
 Fax: 414.476.0916

Madison:
 4701 Tradewinds Parkway
 Madison, WI 53718-6917
 Phone: 608.222.9196
 Fax: 608.222.3339

Green Bay:
 2247 Fox Heights Lane, Suite A
 Green Bay, WI 54304
 Phone: 920.278.4550

www.ikmbuildingsolutions.com

September 26, 2025

Mrs. Cathryn Kim
 Mukwonago Community Library
 511 Division St
 Mukwonago, WI 53149
 e: ckim@mukcom.lib.wi.us

Re: Mukwonago Community Library JACE Upgrade Controls Proposal

Dear Mrs. Kim:

We are pleased to provide our proposal for the above-referenced project. We include the following:

Option 1: before June 2026

- Upgrade (1) existing Jace 8000 controller to (1) new Jace 9000 controller
- Jace 8000 to Jace 9000 Promotional upgrade. Valid up to June 2026
- Design, Programming and Installation.

Our price for this work is **\$4,387.00**

Option 2: After June 2026

- Upgrade (1) existing Jace 8000 controller to (1) new Jace 9000 controller.
- Design, Programming and Installation.

Our price for this work is **\$7,751.00**

Not included in the above proposal

- Any applicable sales and use tax
- Factory start-up of equipment, will be present at startup to ensure proper communication
- VFD's, starters, and disconnects will be provided by others
- Line voltage work
- Control dampers provided by others
- Fire/smoke dampers, duct detectors, associated components, and wiring by others
- Liability and warranty for existing equipment to remain
- Cutting, Patching, painting, roofing work, ceiling rework or access doors
- Fiscal responsibility for consequential and liquidated Damages
- Waiver of Subrogation is not implied or included unless listed in the scope of work
- Permits, fees, performance bonds or payment bonds unless listed in the scope of work
- Premium Time

This proposal is based on work being performed during normal working hours unless otherwise noted above. Normal working hours are between 7:00 a.m. and 4:00 p.m., Monday through Friday.

This proposal is conditioned on IKM Building Solutions confirming the price, delivery time, and availability of goods with IKM Building Solutions subcontractors, vendors, and suppliers at the time when IKM Building Solutions and customer are ready to enter a final contract for the proposed work. IKM Building Solutions reserves the right to (i) adjust the proposal price and schedule in the final contract if needed due to such confirmation, and (ii) condition the final contract on, and include in it, any reservations, and/or limitations that IKM Building Solutions must accept from its subcontractors, vendors, and suppliers to obtain any goods.

To the extent this quotation/proposal includes materials, products, and/or equipment that are manufactured, produced, assembled in, or otherwise originate from, a country other than the United States, the price set forth herein for such items is guaranteed for a period of 15 days from the date of this quotation/proposal. After such time, IKM Building Solutions, Inc. reserves the right to increase the price set forth herein for such items when the parties enter a contract for the work or when IKM Building Solutions, Inc. actually orders such items, whichever the later, to reflect the then-current price of such items, as such pricing may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties. The parties agree that the pricing for such items in this quotation/proposal is guaranteed only for such time, and customer assumes the risk of any such price increases for such items after such time. If customer fails to sign this quotation/proposal within 15 days from the date of this quotation/proposal, this quotation/proposal shall be deemed void, withdrawn, and canceled.

We thank you for the opportunity to provide you with this proposal and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Daniel Von Berg

Daniel Von Berg
Controls Estimator
IKM Building Solutions, Inc.
Direct: 414.431.7189
DVonBerg@IKMBuildingSolutions.com

DVB/sl

<p><u><i>This Proposal Accepted By:</i></u></p> <hr/> <p><i>(Signature)</i></p> <hr/> <p><i>(Date)</i></p> <hr/> <p><i>(P.O. Number)</i></p>
--



Milwaukee:
11217 West Becher Street
West Allis, WI 53227-1032
Phone: 414.476.5790
Fax: 414.476.0916

Madison:
4701 Tradewinds Parkway
Madison, WI 53718-6917
Phone: 608.222.9196
Fax: 608.222.3339

Green Bay:
3194A Market Street
Green Bay, WI 54304
Phone: 920.278.4550

www.ikmbuildingsolutions.com

December 22, 2023

Mrs. Abby Armour
Mukwonago Community Library
511 Division St
Mukwonago, WI 53149
e: aarmour@mukwonagolibrary.org

**Re: Mukwonago Library Controls Upgrade
Controls Proposal**

Dear Mrs. Armour:

We are pleased to provide our proposal for the above-referenced project. We include the following:

Base bid:

- New Schneider Controllers for:
 - AHU 1
 - AHU 2
 - Hot water system
- Programming commissioning, and graphics
- Reuse of existing devices and sensors were possible
- Integration of the new controller into the N4 JACE

Our price for this work is **\$39,445.00**

Add Alternate 1:

- Supply and install (1) Schneider ASP to replace the existing N4 JACE
- Integration of the existing controls (includes the base bid equipment)
- New graphics for all the equipment

Our price for this work is **\$12,825.00**

Not included in the above proposal

- Factory start-up of equipment, will be present at startup to ensure proper communication
- VFD's, starters, and disconnects will be provided by others
- Line voltage work
- Control dampers provided by others
- Fire/smoke dampers, duct detectors, associated components, and wiring by others
- Liability and warranty for existing equipment to remain
- Cutting, Patching, painting, roofing work, ceiling rework or access doors
- Fiscal responsibility for consequential and liquidated Damages
- Waiver of Subrogation is not implied or included unless listed in the scope of work
- Permits, fees, performance bonds or payment bonds unless listed in the scope of work
- Premium Time

This proposal is based on work being performed during normal working hours unless otherwise noted above. Normal working hours are between 7:00 a.m. and 4:30 p.m., Monday through Friday.

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

This proposal is conditioned on IKM Building Solutions confirming the price, delivery time, and availability of goods with IKM Building Solutions subcontractors, vendors, and suppliers at the time when IKM Building Solutions and customer are ready to enter a final contract for the proposed work. IKM Building Solutions reserves the right to (i) adjust the proposal price and schedule in the final contract if needed due to such confirmation, and (ii) condition the final contract on, and include in it, any reservations and/or limitations that IKM Building Solutions must accept from its subcontractors, vendors, and suppliers to obtain any goods.

If customer fails to sign this quotation/proposal within fifteen (15) days from the date of this quotation/proposal, this quotation/proposal shall be deemed void, withdrawn, and canceled.

We thank you for the opportunity to provide you with this proposal and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Daniel Von Berg

Daniel Von Berg
Controls Estimator
IKM Building Solutions, Inc.
Direct: 414.431.7189
DVonBerg@IKMBuildingSolutions.com

DVB/

This Proposal Accepted By:

(Signature)

(Date)

(P.O. Number)



Illingworth-Kilgust

Mechanical
 An EMCOR Company
 11217 W. Becher Street
 West Allis, WI 53227
 Phone: 414.476.5790
 Fax: 414.476.0916
 www.illingworth-kilgust.com

TO: Village of Mukwonago
 440 River Crest Ct
 Mukwonago WI 53149
 Attn:

INVOICE	
Invoice Number	62004401
Invoice Date	02/22/21
Due Date	03/24/21
Job Number	6020044
PO Number	1012 WMA
Customer Number	1002271
Amount Due: \$10,000.00	

Job Site Address
 Mukwonago Community Library Controls
 Headend Upgrade
 511 Division St
 Mukwonago WI 53149

Terms: Net 30 Days

Invoice Description: Controls Headend Upgrade

ITEM #	Description of Work	Scheduled Value	Previously Completed	Completed This Period	Total Completed	% Completed	Balance to Finish	Retention
1	Per quotation	17,250.00	0.00	10,000.00	10,000.00	57.97%	7,250.00	0.00

440-5890-5806
 Donation
 WCCF Funds

Total Current Contract To Date:	\$17,250.00	\$0.00	\$10,000.00	\$10,000.00	57.97	\$7,250.00	\$0.00
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Original Contract:	17,250.00
Change Orders:	0.00
Contract Sum to Date:	<u>17,250.00</u>

Total Completed to Date	10,000.00
Less Retention:	0.00
Total Billed to Date:	<u>10,000.00</u>

Previous Billing:	0.00
This Billing	10,000.00
Remaining Balance to be billed:	<u>7,250.00</u>

Sales Tax:	0.00
Current Payment Due:	<u>10,000.00</u>