



BOARD OF WATERWORKS COMMISSIONERS AGENDA

July 15, 2024 at 3:30 PM

Water Utility Admin Office, 72 Park Avenue, Sheboygan WI

Persons with disabilities who need accommodations to attend this meeting should contact the Sheboygan Water Utility, (920) 459-3805. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the Utility at 920-459-3805 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Pledge of Allegiance

MINUTES

2. Approve minutes of June 3, 2024 meeting

REPORTS

- [3.](#) Financial reports and approval of vouchers
4. Superintendent's report including operations, construction-maintenance, and customer relations/fiscal

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- [5.](#) Request approval of roofing proposal for meter shop garage
6. Approve R.O. transmitting 2nd quarter report to Council
- [7.](#) Approval of proposal for 5 year tank inspections and repairs at Georgia standpipe
- [8.](#) Approval of proposal for fire hydrant stripping/painting
- [9.](#) Approval of replacement sludge pump
10. Approval of commercial insurance package renewal

PERSONNEL

NEXT MEETING

11. Next meeting will take place on: August 19, 2024

ADJOURN

12. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*



REPORT OF BILLING

MAY 2024

	<u>2024</u>	<u>2023</u>	<u>Increase or (Decrease)</u>
Quarterly Metered*			
<i>(Dist III - south of Union Ave)</i>			
Residential	244,707.53	217,308.30	27,399.23
Multi-Family	30,650.56	26,825.48	3,825.08
Commercial	36,116.51	31,640.97	4,475.54
Industrial	20,563.60	18,994.59	1,569.01
Public	<u>9,803.19</u>	<u>8,371.66</u>	<u>1,431.53</u>
Subtotal	341,841.39	303,141.00	38,700.39
Public Fire Protection	69,529.25	69,946.74	(417.49)
Monthly Metered	<u>442,863.12</u>	<u>354,828.17</u>	<u>88,034.95</u>
Sheboygan Net	854,233.76	727,915.91	126,317.85
Sheboygan Falls	68407.50	42959.32	25,448.18
Kohler	<u>38632.72</u>	<u>28319.43</u>	<u>10,313.29</u>
Total	961,273.98	799,194.66	162,079.32

* Billing for scheduled district only for the three preceding months usage.

Total accumulative billing for 2024 is \$4,186,083.77. An increase of \$195,875.91 from 2023 accounted for as follows:

	<u>2024-Total Year to Date</u>
Sheboygan	133,459.43
Sheboygan Falls	45,217.96
Kohler	<u>17,198.52</u>
	195,875.91

Total bills mailed May, 2024: 6,724

Residential	6,134	Wholesale	5
Multi-Family	91	Multi-Family	10
Commercial	324	Commercial	20
Industrial	45	Industrial	65
Public	27	Public	3
Quarterly	6,621	Monthly	103



RETURN ON RATE BASE
May 31, 2024

	<u>MAY</u> <u>2024</u>	<u>MAY</u> <u>2023</u>
<u>Add 2 YR Average</u>		
Utility Plant Balance	\$ 100,230,151	\$ 77,263,542
Materials and Supplies Inventory	\$ 301,683	\$ 281,389
<u>Less 2 YR Average</u>		
Reserve for Depreciation	\$ 27,278,291	\$ 25,751,160
Customer Adv for Const	\$ -	\$ 1,564
 Average Rate Base	 \$ 73,253,543	 \$ 51,792,206
 Net Operating Income YTD	 \$ 593,317	 \$ 495,884
 Net Operating Income As a Percent of Average Net Rate Base	 <u>0.81%</u>	 <u>0.96%</u>

Rate base is calculated using the two year average balance in the following accounts:
 Utility Plant Balance - includes all capital assets less any contributed capital assets.
 Materials and Supplies Inventory - includes all materials and supplies on hand and in inventory.
 Reserve for Depreciation - includes depreciation on capital assets less any contributed capital assets.



CASH RESERVE
May 31, 2024

Ending balance on report for April 30, 2024	9,452,252.05
Plus: Receipts	472,722.13
Misc Receipts	3,886.01
Direct Pay Receipts	472,039.92
LSL Repayment	16,098.63
Allocation Entry Error	3,034.62
Money Market/CDARs Accrued Interest Adjustment	(442.96)
Minus:	
Disbursements - vendors and payroll	(1,610,015.99)
Bank Service Fees & Credits	161.75
Health & Dental Claims/Adm Costs	(75,609.95)
NSF Checks & Customer Refunds	(986.52)
Invoice Cloud/Paymentech Deposit Fees	(10,086.69)
Reallocate Sewer/Garbage - payments	(820.44)
Reallocate Sewer/Garbage - monthly	(900.92)
DNR SDWLP Reimbursement RWI	360,877.63
WRS Preliminary Reconciliation	(0.06)
Bond & SDWLP Principal and Interest Payments	(2,080,353.16)
Postage	(428.76)
Automated Credit Card Payments	(1,198.12)
Utility Water Payments	(1,559.40)
Ending Balance May 31, 2024	\$ 6,998,669.77

Note: The above amount includes:

Bond Reserve Fund	574,393.75
LSL Revolving Loan Fund *	489,558.92
Money Market Investment	1,024,434.79
ARPA Money Market Restricted - RWI	289,549.19
6 Month CD	520,769.31
3 Month CD	1,571,649.54
9 Month CD	1,046,588.66
Total	\$ 5,516,944.16

General Unrestricted Operating Cash	1,481,725.61
-------------------------------------	--------------

*LSL revolving loan fund is cash available for funding LSL replacement and comes from customer repayment of LSL loans.



STATEMENT OF NET POSITION
MAY 31, 2024 AND 2023

<u>Assets and Other Debits Utility Plant</u>	<u>Year to Date 2024</u>	<u>Year to Date 2023</u>	<u>Liabilities and Other Credits</u>	<u>Year to Date 2024</u>	<u>Year to Date 2023</u>
			<u>Proprietary Capital</u>		
Utility Plant	124,699,660	91,634,758	Capital Paid by Municipal	1,640,701	1,640,701
Depreciation- Utility Plant	30,279,662	28,585,441	Unappropri. Earned Surplus	62,100,514	54,117,649
Net Utility Plant	<u>\$ 94,419,998</u>	<u>\$ 63,049,317</u>	Total Proprietary Capital	<u>\$ 63,741,215</u>	<u>\$ 55,758,350</u>
			Bonds, Loans & Advances	38,349,489	15,143,375
<u>Other Property and Investments</u>			Total Long Term Debt	<u>\$ 38,349,489</u>	<u>\$ 15,143,375</u>
Appropriated Funds	779,108	3,637,357			
Bond Redemption Fund	574,394	612,360	<u>Current & Accrued Liabilities</u>		
Net Pension Asset ¹	-	992,887	Accounts Payable	(490)	919
Deferred Outflow - Pension & OPEB ¹	2,648,031	2,025,204	Accrued Liabilities	962,678	1,458,843
Total Other Prop & Investment	<u>\$ 4,001,533</u>	<u>\$ 7,267,807</u>	Unearned Revenue ⁴	270,987	5,028,941
			Total Current & Accrued Liab.	<u>\$ 1,233,176</u>	<u>\$ 6,488,703</u>
<u>Current and Accrued Assets</u>					
Cash & Investments ⁵	5,645,918	8,614,387	<u>Deferred Credits</u>		
Accounts Receivable	1,455,762	1,449,276	Bond Premium	119,674	152,546
LSL Loan Receivable ²	661,068	132,994	Pre 2003 Depr on Contributed Assets	-	14,615
Grant Receivable - Restricted ³	0	16,015	Other Deferred Credits	0	0
Materials & Supplies Inventory	325,414	277,951		<u>\$ 119,674</u>	<u>\$ 167,161</u>
Prepaid Expenses	27,562	10,321	<u>Operating Reserves</u>		
Total Current & Accrued Assets	<u>\$ 8,115,724</u>	<u>\$ 10,500,944</u>	Net Pension & OPEB Liability ¹	835,240	190,275
			Deferred Inflow - Pension & OPEB ¹	1,533,534	2,402,200
Total Assets and Debits	<u>\$ 106,537,255</u>	<u>\$ 80,818,068</u>	Accrued Vac & Sick Leave	724,928	668,004
			Total Operating Reserve	<u>\$ 3,093,702</u>	<u>\$ 3,260,479</u>
			Total Liab & Other Credits	<u>\$ 106,537,255</u>	<u>\$ 80,818,068</u>

¹ See full audited Financial Statements for disclosures and details regarding pensions and OPEB.

² Receivable related to the SWU LSL loan program.

³ Grants Receivable - Restricted pertains to the Lead Water Service Lateral Replacement Program funded by the DNR.

⁴ Unearned Revenue is the remaining balance of unspent American Rescue Plan Act funding designated to the Raw Water Improvement project.

⁵ The decrease in Cash & Investments is due to the payment of bond and SDWLP principal and interest in May 2024.



STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
MAY 31, 2024 AND 2023

	2024		2023		Incr (Decr) YTD	% Incr/Decr YTD
	MONTH	YTD	MONTH	YTD		
Sales Revenue ¹	\$ 973,853	\$ 3,893,780	\$ 809,625	\$ 3,696,669	\$ 197,112	5.33%
Other Water Revenue ²	\$ 3,640	\$ 18,467	\$ 4,585	\$ 25,904	\$ (7,436)	-28.71%
Total Operating Revenues	\$ 977,493	\$ 3,912,248	\$ 814,210	\$ 3,722,572	\$ 189,675	5.10%
Operating Expenses ³	444,428	1,880,116	329,818	1,724,441	155,676	9.03%
Maintenance Expenses ⁴	44,855	365,962	44,483	382,118	(16,156)	-4.23%
Depreciation Expenses	125,232	643,214	132,049	677,085	(33,871)	-5.00%
Taxes ⁵	94,897	429,639	96,744	443,046	(13,407)	-3.03%
Total Operating Expenses	\$ 709,412	\$ 3,318,931	\$ 603,094	\$ 3,226,689	\$ 92,242	2.86%
Utility Operating Income	\$ 268,081	\$ 593,317	\$ 211,116	\$ 495,883	\$ 97,434	19.65%
Other Income & Expense						
Non-operating Grant Revenue	-	-	8,150	45,051	(45,051)	
Non-Operating Grant Expenses	-	-	(8,150)	(45,051)	45,051	
Bond Premium	2,739	13,697	2,739	13,697	-	
Interest Earned on Investments	(288)	74,734	5,852	30,085	44,648	
Contributions	-	-	-	-	-	
Other Expense	-	-	-	-	-	
Misc Amortization	-	-	2,094	10,472	(10,472)	
Bond Interest Expense	(67,458)	(270,834)	(89,492)	(448,056)	177,222	
Change in Net Position	\$ 203,075	\$ 410,913	\$ 132,309	\$ 102,081	\$ 308,831	

¹ The increase in Sales Revenue in 2024 is due to a rate increase that went into effect on 4/1/2024.

² The decrease in Other Water Revenues is due to a decrease in billed miscellaneous services.

³ The increase in Operating Expense is due to the purchase of meter IT hardware and software, an increase of LSL costs from prior year, new equipment lease, the purchase of hose bibs for cross connection work, legal and auditing fees, and purchase of uniform clothing for work crews.

⁴ The decrease in Maintenance Expense in 2024 is due to a large rehabilitation project in upper garage area in 2023 and timing of treatment equipment maintenance in 2024.

⁵ The decrease in Tax Expense is due to a decrease in the City tax rates.



APPROVAL OF VOUCHERS
May 31, 2024

<u>Total Of The General Vouchers</u>	<u>\$ 1,380,303.28</u>
<u>Gross Payroll</u>	<u>\$ 212,192.97</u>
<u>Net Payroll</u>	<u>\$ 130,181.76</u>

BOARD OF WATER COMMISSIONERS

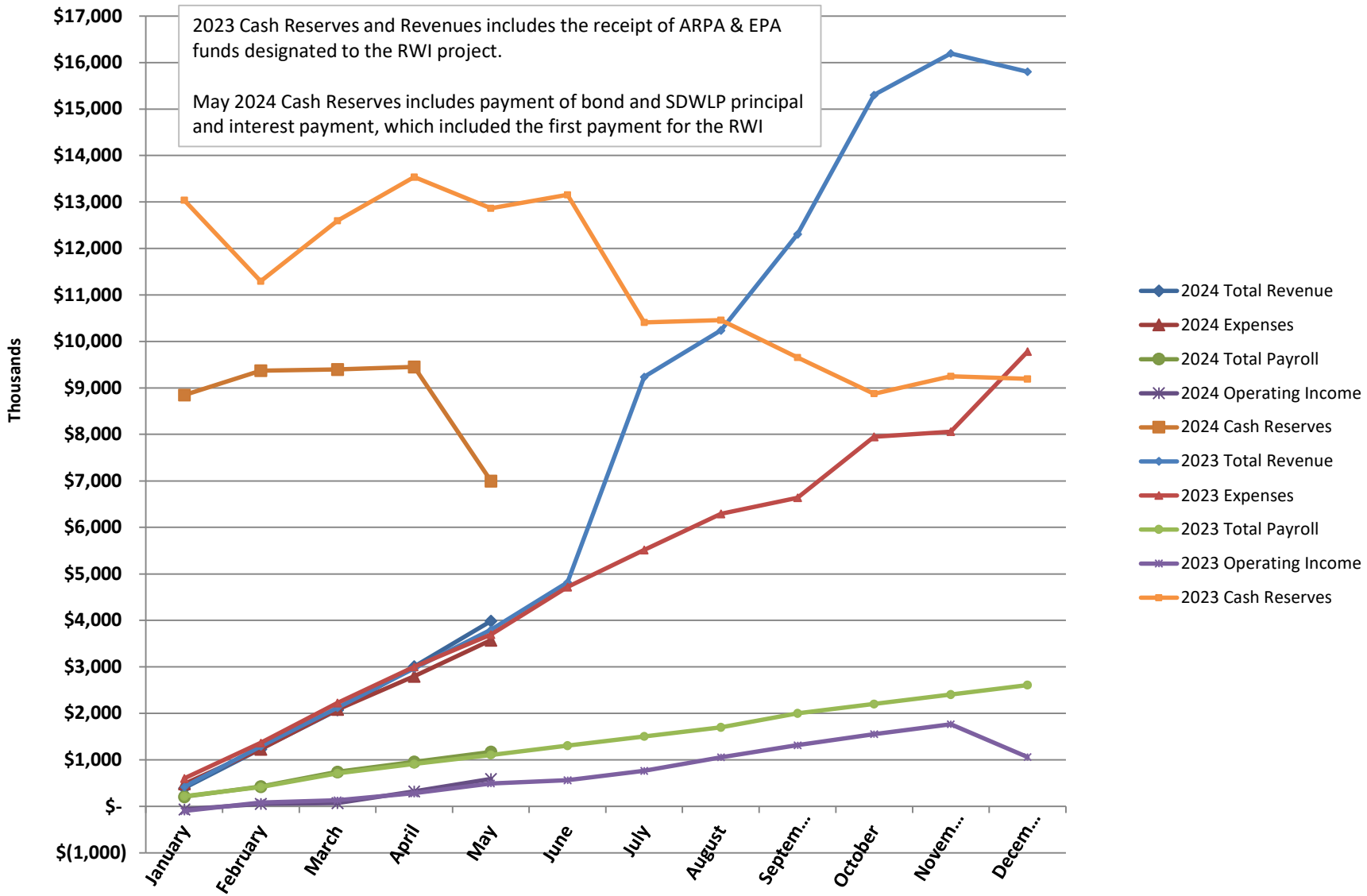
PRESIDENT

SECRETARY

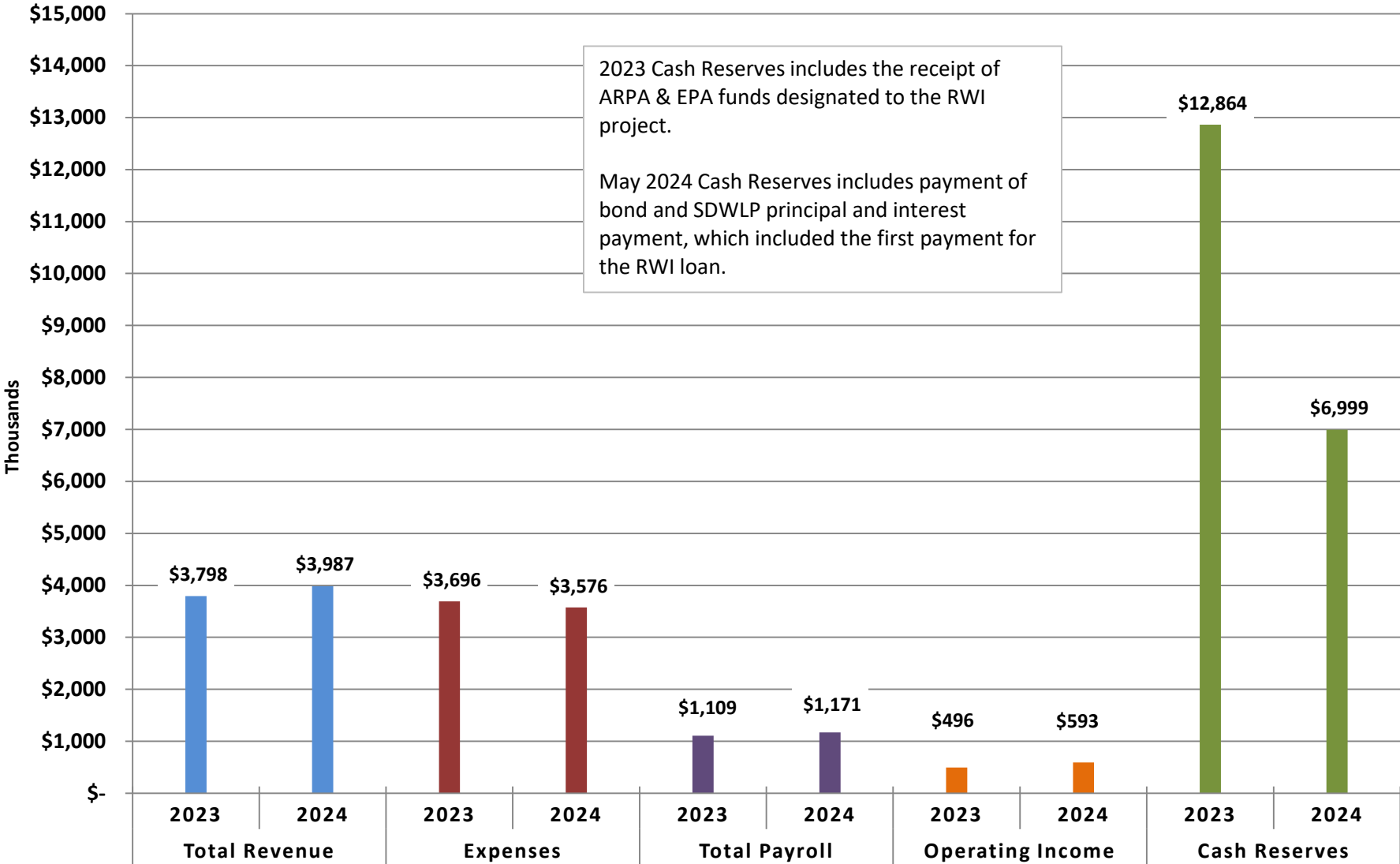
MEMBER

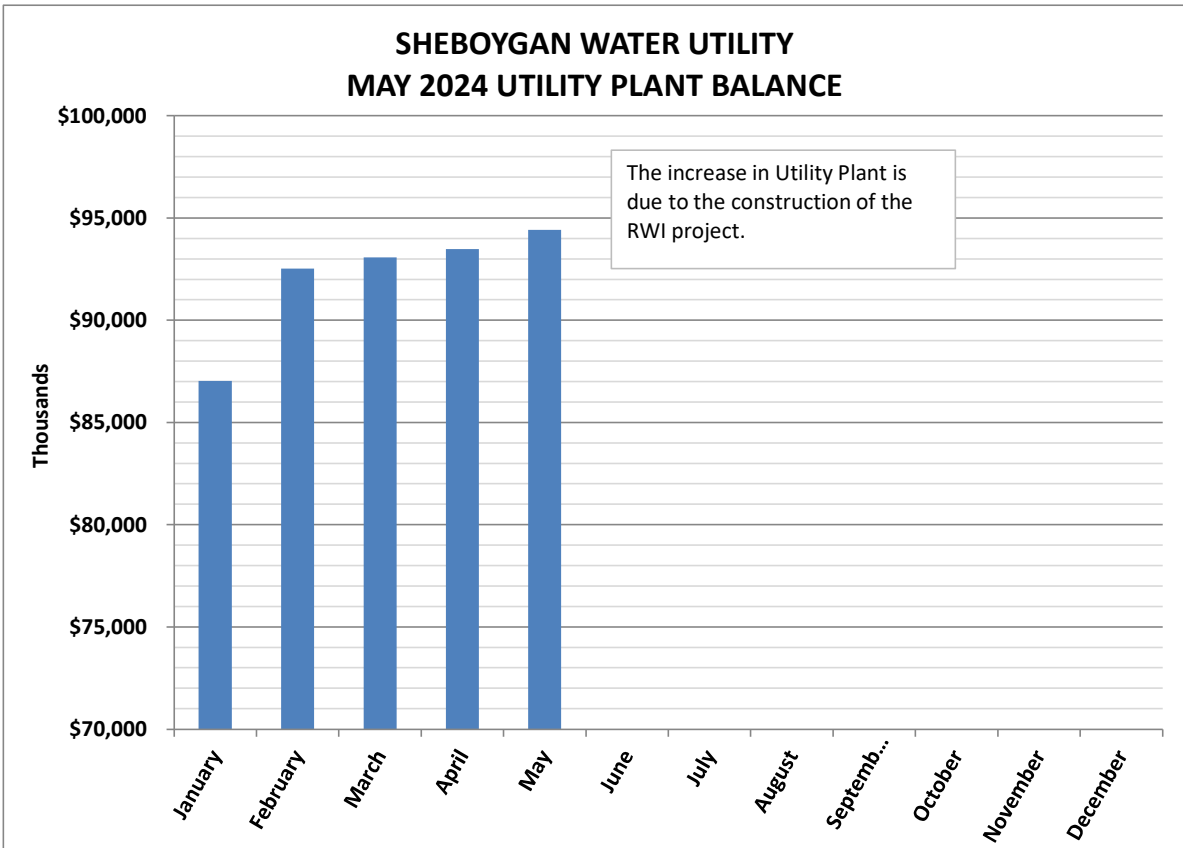
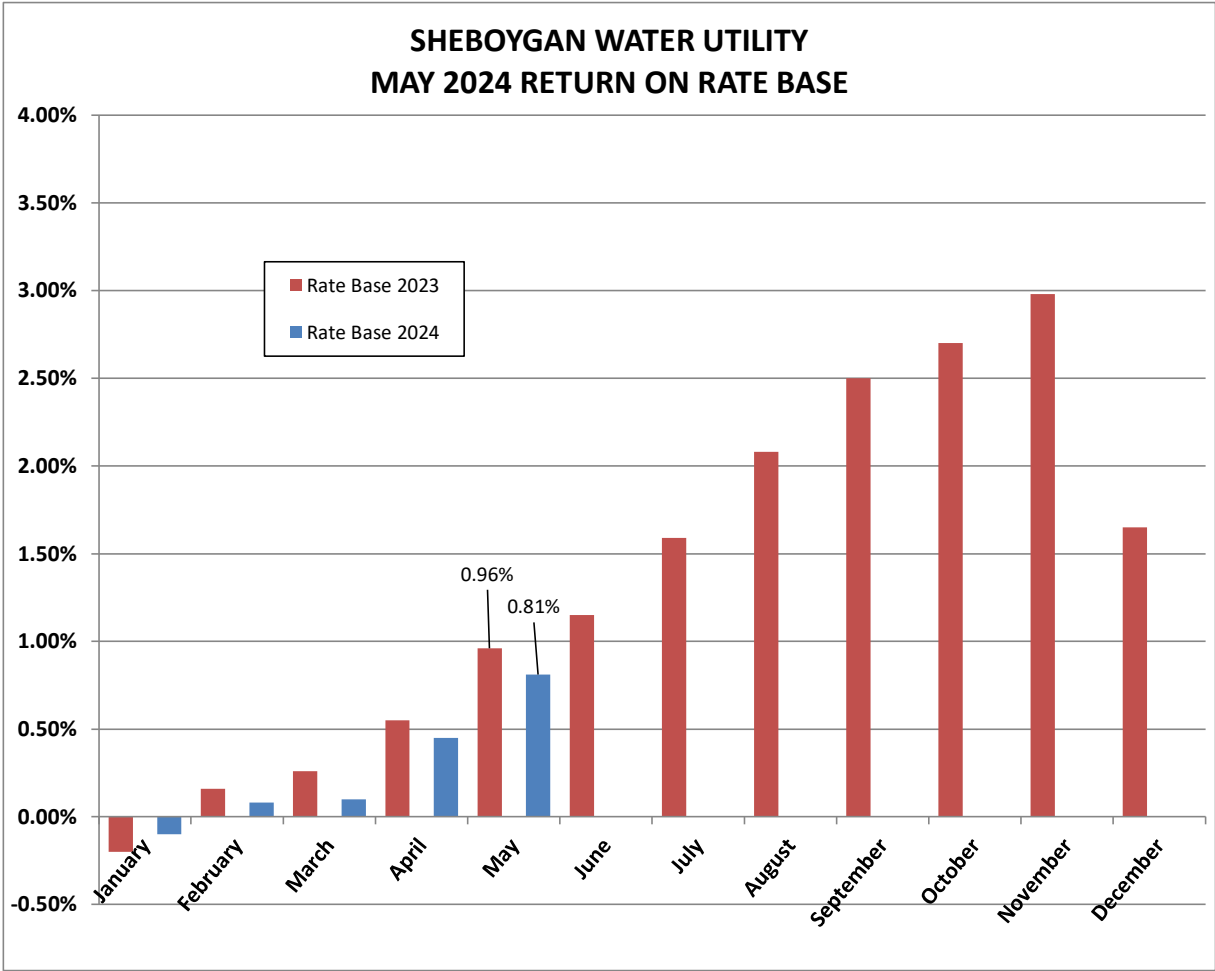
SUPERINTENDENT

SHEBOYGAN WATER UTILITY MAY 2024 MONTHLY FINANCIAL TREND



SHEBOYGAN WATER UTILITY MAY 2024 YTD FINANCIAL POSITION





Memorandum

Date: June 21, 2024
To: Joe Trueblood, Superintendent
From: Bill Swearingen, Operations Supervisor
Subject: Roof Replacement

In 2019, Craft Roofing conducted roof inspections on all Water Utility buildings including treatment plant, office/garage, and remote booster stations. Crafts generated a Roof Management Report that includes a grade scale for roof life expectancy, but also within the report identifies deficiencies in roof areas that would need critical/emergency repairs and/or replacements.

Based on recent inspection work, the meter garage shingle roof is at the end of its working life. Multiple shingles are showing signs of deterioration, and some have failed.

I would like to recommend the roof replacement proposal submitted by Craft Roofing be approved. The proposal includes all labor, materials, and warranties.

Cost

Total: \$12,692.00

Sincerely,

Bill Swearingen

Operations Supervisor
Sheboygan Water Utility
920-459-3812



ACCEPT

DECLINE



**Weather-Tite Exteriors
LLC**

**1651 Brookfield Ave., Suite F6
Green Bay, WI 54313
920-336-6162**

WeatherTiteGB.com

Issued

May 06, 2024

PROPOSAL FOR

Crafts Roofing

**3403 Menasha Avenue
Manitowoc, WI 54220**

Introduction

Hello Adam,

We've created this proposal specifically for you and your needs.

To access any section of this proposal, simply click on the section you wish to review in the left-hand column.

Our philosophy is to take a low-pressure approach.

You won't get a high-pressure sales pitch from us. Our goal is to ensure that you are properly informed of the industry's offerings and technology, the products we stand behind & our recommendations regarding your project. We want to show you your options and help you through your project. Then you can compare all aspects of our proposal with our competitors. Once you have all the facts, we know you can feel confident in making an informed decision that best fits your needs. Of course, we hope that means you will join the ever-growing family of Weather-Tite clients.

Why Weather-Tite Exteriors?

- Weather-Tite Exteriors began in 1990 and are now in our 34th Season! We have thousands of satisfied clients in Northeast Wisconsin. As the second generation, we continue to strive for excellence and uphold the standards that have carried us through over three decades.
- We have been a proud GAF Master Elite Contractor since 2013 (top 3% of roofing contractors nationwide). We design and warranty roofing systems using GAF products with GAF's industry-leading warranties.
- Weather-Tite Exteriors is veteran-owned and, with GAF, offers a \$250 "Roofs for Troops" mail-in-rebate for all active military, veterans and retirees. We thank you for your service. Be sure to inquire if you qualify!
- We hold the proper trade licensing and insurance for all estimated work.
- We are passionate about our products, installation practices and cleanup.
- We recycle your old shingles into material used for roads and highways in our area.
- We use the Equipter RB4000, an innovative debris management system, to control debris from roof to debris trailer. No unsightly, inconvenient dumpsters! All debris is hauled away with us when we leave.

What Sets Us Apart?

We do what we say we will do. We are proud of our brand, and we believe a brand is a promise!

Item 5.

- Jesse, our Co-Owner and Weather-Tite's head of sales and production is a leader who focuses on the details. He is a veteran of the industry and a respected member of our local roofing community. He is a wealth of knowledge; don't hesitate to pick his brain.
- Our Lead Roofer has been working with Weather-Tite Exteriors for 18 years. He has 1700+ Weather-Tite roofs under his belt. He is also surrounded by several long-term crew members who help us provide you with a great product.
- We back up our work with a 10-year Workmanship Warranty.
- Refuse to accept final payment until you are completely satisfied!
- Please refer to our GAF Master Elite profile page to review our survey results. These surveys are given to clients, post-project, by GAF to grade their contractors. [GAF Master Elite Profile](#).

If you wish to accept this proposal; click the services you want to move forward with and then click the “ **Accept**” button at the top, right hand corner. Upon your acceptance; your project will be placed in line and we will be in touch as the project approaches to schedule.

Adam, we look forward to hearing from you and making you another one of our satisfied clients.

Sincerely,

Jesse Geurts
Owner

Weather-Tite Exteriors LLC
Jesse@WeatherTiteGB.com
o. 920-336-6162 | c. 920-328-8297

WeatherTiteGB.com

Presented To:
 Crafts Roofing
 3403 Menasha Avenue
 PO Box 190
 Manitowoc, WI 54220

Service Location:
 72 Park Avenue
 Sheboygan, WI 53081

Description	Amount
-------------	--------

Roof Replacement - Scope of Work

\$12,692.00

This is our handpicked **Standard Roofing Package** which continues to perform on over 1000 roofs in our service area. These products were chosen specifically for Weather-Tite's use because of their ability to perform together. We proudly put our name on every roof we install, and for that reason we will not compromise our quality or reputation by going with products we deem to be cheaper, or less trusted.

- 1.WTE will work with Crafts roofing to transition from rubber single ply roofing to asphalt.
- 2.WTE will remove and recycle existing shingles using Debris Management System (Which includes all or a combination of Equipters, Aluminum catches along gutters and tarps depending on the application) & dump trailer (1 layer).
- 3.If applicable - Replace damaged roof sheathing (4 sheets @ no charge, \$55 ea. additional).
- 4.Replace gutter apron, if gutters are replaced.
(Color: _____)
- 5.Replace drip edging in order to allow underlayment to be installed below drip edge. (Color: _____)
- 6.Install **6'** of GAF WeatherWatch® granulated leak barrier along eaves, in valleys and around penetrations to comply with local building code requirements. (See Included Storm Guard upgrade)
- 7.Install shingled valleys over layer of leak barrier and **roll metal**.
- 8.Install GAF FeltBuster®synthetic underlayment on remaining areas (**Cap Nailed by Hand**).
 - 1.GAF FeltBuster®is non-breathable synthetic underlayment (See INcluded Deck Armor upgrade)
- 9.Install GAF XL WeatherBlocker™ **starter strip shingles along eaves and rakes** in accordance with the Wind Proven no limit wind warranty. (this is a **premium XL starter shingle** typically used on larger designer shingles)
- 10.Install **GAF Timberline HDZ®**with StainGuard Plus (**25 Yr Algea Warranty** using proprietary time release technology), **WindProven** (No Max Wind Speed Warranty), and **Layer Lock** (Mechanically fused layers, not just tar) (Shingle Color: _____)
- 11.Install GAF Cobra® Snow Country shingle over ridge vent by hand with **3" ring shank** nails (1 peak).
- 12.Install GAF Seal-A-Ridge® hip & ridge cap shingle with 1-¾" nails by hand with 3" ring shank nails over ridge vent.
- 13.WTE will pick up nails in yard using magnets and ensure jobsite is clean upon completion.
- 14.If applicable: Removal of satellite is included (re-installment to be done by provider –homeowners’ responsibility to contact).
- 15.Note: I have provided a couple of the upgrade options below. Please inquire if you don't see what you’ re looking for or have questions on what is provided.

GAF StormGuard - Leak Barrier Upgrade --INCLUDED--

Granulated leak barriers vary drastically by thickness and performance depending on price and manufacturer. GAF **StormGuard® Film-Surfaced Leak Barrier** is a premium, thick 40 mil, **non-granulated leak barrier**.

- StormGuard® prevents leaks at the most vulnerable areas of your roofing system (at the eaves and rakes, in valleys, around chimneys and skylights, etc.) caused by wind-driven rain, ice dams and roof settling.
- StormGuard® is designed to **reseal around nails** as WTE fastens the shingles.
- StormGuard® is an insurance policy against ice dams and water backing up into your home.

What's the difference?

Both WeatherWatch® and StormGuard® are 40 mil thick. While WeatherWatch® offers 50% of resealing material and 50% granulated surface, StormGuard® film-faced-surface offers a full 100% of material that seals back up around nails to provide extra protection.

While our standard granulated leak barrier GAF WeatherWatch® does a great job, the added security provided by StormGuard® is worth considering.

GAF Deck-Armor - Underlayment Upgrade --INCLUDED--

GAF **Deck-Armor™ Premium Breathable Roof Deck Protection**, is the best underlayment on the market, because it's the only BREATHABLE synthetic available.

- Deck-Armor™ has a **patented breathable design** that allows for maximum protection while letting your attic breath.
- It is made of thick material, which is strong enough to withstand the strongest of winds.
- WTE prefers to use breathable underlayments to avoid a moisture barrier in the roofing system and risking possible mold growth.

What's the difference?

FeltBuster® Roof Deck Protection, is a non breathable synthetic. It is breathable and a step above 15# felt, which has been used for decades in the roofing industry. Because of its increased strength and durability.

Deck-Armor™ is the only other breathable option that is offered for homeowners seeking more protection without the risks associated with non-breathable synthetic underlayments.

Silver Pledge Material and Workmanship Warranty: GAF Silver Pledge Labor/Material Warranty - INCLUDED

This estimate includes **GAF Silver Pledge Warranty**. Your new roof will be fully covered against defects and premature failure and misapplication by GAF, the nation's largest shingle manufacturer.

The Silver Pledge Labor/Material Warranty:

- **Provides Non-Prorated Warranty Coverage (MATERIALS).**
This means you get full protection and will not have to cover any costs for replacement, should your roof fail within 40-years **20 non prorated/20 prorated!**
- **Includes all GAF materials;** we only use GAF products for this reason.
- **Includes labor for tear-off and installation!**
- **The Silver Pledge** also includes a **10 year workmanship**

(LABOR) warranty covered by GAF! This includes coverage for misapplication.

- Warranty is **transferable once, within 20-years** (by new owner).

Your Silver Pledge Warranty will be registered by Weather-Tite Exteriors for you upon completion of this project. We are very proud of our GAF Master Elite Contractor status, which allows us to offer our clients industry leading products and warranties.

Terms & Conditions - What to Expect

Payment

- This quote is valid for 30 days.
- \$0.00 is due at the start of the project.
- Balance due upon completion of project.
- An interest charge of 1.5% per month will be assessed to bills outstanding 11-days, after the receipt of the invoice.
- A 3.5% processing fee will be applied to all credit card transactions.

Weather-Tite Exteriors Agrees

- To maintain liability insurance during the period of the project.
- To maintain the proper certification, license or registration required to complete the project.
- To install all materials according to manufacturer's specifications and state building codes.

Warranties

- All work carries a 10-year workmanship warranty and covers all labor and materials for any issues caused by workmanship.
- Lien waivers are provided upon payment at customer's request.

Your Roofing Project: What to Expect

- Weather-Tite will arrive at 7:00 AM.
- The crew will have trucks and trailers.
 - Homeowner is to move all vehicles out of the garage and/or driveway prior to crew arrival.
 - We ask that you park vehicles down the street; giving the crew plenty of room to maneuver several vehicles.
- Weather-Tite will need access to power to begin the project.
- An \$85 equipment clean-up fee will be added to final invoice if excessive animal feces are present in yard and equipment is contaminated.

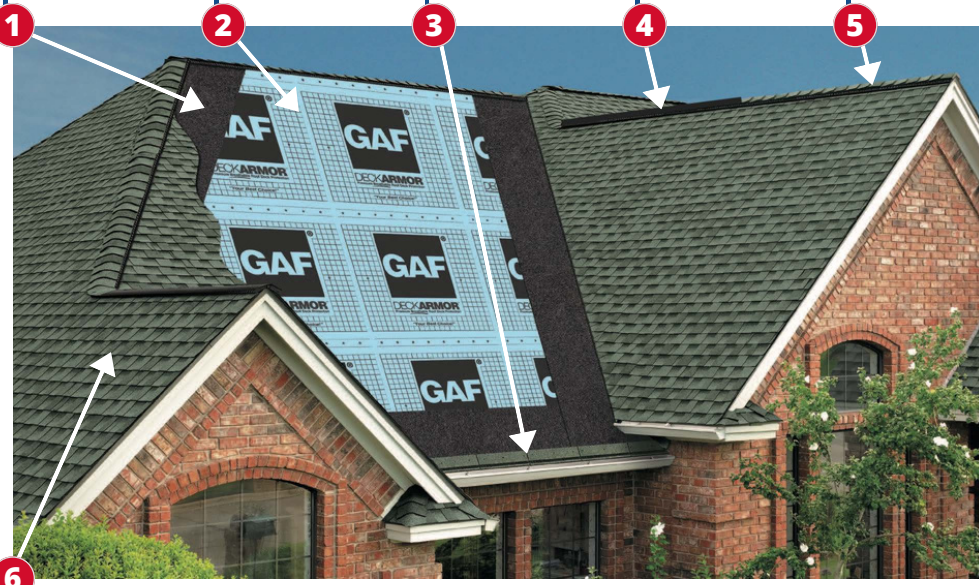
Total \$12,692.00

If there are multiple items above you can select the items you would like us to do after clicking "Accept" at top right of this proposal.

Roof Components & Product Recommendations

Most people think of a new roof as just banging up some shingles. But savvy homeowners know better! Today, effective roofing relies on advanced material technology and an integrated systems approach to protect your biggest asset, your home.

There are **FIVE (5) GAF components** that should be added to your roof in addition to the shingles; **a Leak Barrier, Roof Deck Protection, a Starter Strip Shingle, Attic Ventilation and Ridge Cap Shingles.**

<p>Leak Barrier</p> <p>A leak barrier will help prevent wind-driven rain along with melting ice and snow from leaking through the roof deck.</p>	<p>Roof Deck Protection</p> <p>Roof deck protection assists in blocking rain and ice from penetrating under shingles. Also, lays flatter for a better-looking roof.</p>	<p>Starter Strip Shingle</p> <p>A starter strip shingle will waterproof the eave and rake edges of your home while reducing the risk of shingle blow-off.</p>	<p>Cobra® Attic Ventilation</p> <p>Having attic ventilation helps remove excess heat and moisture from your attic, protecting your roof from early damage.</p>	<p>Ridge Cap Shingles</p> <p>Ridge cap shingles guard against leaks at the hips & ridges while adding beauty and value to your home.</p>
				
<p>Limetime Shingles</p> <p>GAF offers you many great Lifetime Shingle choices, including Timberline® Shingles with Advanced Protection® Technology. They're the #1-selling shingles in North America! Advanced Protection® Technology results in superior protection for your home, while reducing the use of precious natural resources. That's better for your home—and better for the environment!</p>				



1651 Brookfield Ave., Suite F6 (920) 336-6162
Green Bay, WI 54313 WeatherTiteGB.com

Weather-Tite Exteriors Standard Roofing Package

1 LEAK BARRIER



What's the difference?

Both WeatherWatch® and StormGuard® are 40 mil thick. WeatherWatch® offers 50% of resealing material and 50% granulated surface, StormGuard® film-faced-surface offers a full 100% of material that seals back up around nails to provide extra protection.



While our standard granulated leak barrier GAF WeatherWatch® does a great job, the added security provided by StormGuard® is worth considering.

WeatherWatch Sell Sheet: www.bit.ly/WeatherWatch24 **StormGuard Sell Sheet:** www.bit.ly/StormGuard24

2 ROOF DECK PROTECTION



What's the difference?

Quality roofing underlayment is critical for helping to prevent wind-driven rain from infiltrating under the roof's shingles and potentially damaging the home's structure and interior. Competitively priced with typical #15 and #30 asphalt felts, GAF FeltBuster High-Traction Synthetic Roofing Felt is virtually untearable and will not absorb moisture, helping to prevent wrinkling. FeltBuster is a non-breathable roofing underlayment.



Deck-Armor™ is a patented, breathable, synthetic option offered for homeowners seeking more protection without the risks associated with non-breathable synthetic underlayments.

FeltBuster Sell Sheet: www.bit.ly/FeltBuster24 **DeckArmor Sell Sheet:** www.bit.ly/DeckArmor24

3 STARTER STRIP SHINGLE



WeatherBlocker™ is GAF's starter strip typically used for larger designer shingles. We use WeatherBlocker on all applications due to its increased coverage area over other options in the GAF lineup.

WeatherBlocker Sell Sheet: www.bit.ly/WeatherBlocker24



WeatherTiteGB.com

30th ANNIVERSARY

Weather-Tite EXTERIORS

Improving Homes Since 1990!

ATTIC VENTILATION **4**



Cobra® SnowCountry® helps protect your roof from premature deterioration by providing effective attic exhaust ventilation.

SnowCountry Sell Sheet:
www.bit.ly/SnowCountry24

RIDGE CAP SHINGLES **5** & **6** LIFETIME SHINGLES



Timberline HDZ™
Timberline HDZ® Shingles offer just the right combination of beauty, performance, and reliability in a genuine wood-shake look — and can help improve your home's resale value. When you install Timberline HDZ® Shingles, you're getting rugged, dependable performance. And you'll not only protect your most valuable asset — you'll also beautify your home for years to come.

Timberline UHDZ®
Timberline UHDZ® Shingles are high performance shingles. Designed with Advanced Protection® Shingle Technology, which reduces the use of natural resources while providing excellent protection for your home.

- What's the difference?*
- UHDZ® shingles have a 20% thicker profile than Timberline HDZ® and feature a dual shadow line to add depth and contrast to your roof.
 - The UHDZ® line utilizes a polymer matrix granular infused with copper to combat the growth of Gloeocapsa Magma (black streaks). Thanks to this innovative technology, GAF is warranting the UHDZ's for 30-years against black streaks. The Timberline HDZ® line utilizes the same technology and offers a 25-year warranty against black streaks.



UPGRADE Option



Check out our reviews on GAF.com:
www.bit.ly/GAFweathertite

Timberline HDZ Sell Sheet:
www.bit.ly/HDZ-24

Timberline UHDZ Sell Sheet:
www.bit.ly/UHDZ-24

Seal-A-Ridge Sell Sheet:
www.bit.ly/SealARidge24

TimberTex Sell Sheet:
www.bit.ly/TimberTex24





Timberline HDZ
High Definition® Lifetime® Shingles



America's #1-selling shingle just got better — again

Now with GAF Time-Release Algae-Fighting Technology and LayerLock™ Technology, Timberline HDZ® offers everything you can expect from an architectural shingle roof, and more.



Timberline HDZ® Shingles

Benefits:

LayerLock™ Technology — mechanically fuses the common bond between overlapping shingle layers

Up to 99.9% nailing accuracy — the StrikeZone™ nailing area is so easy to hit that a roofer placed 999 out of 1,000 nails correctly in our test¹

WindProven™ Limited Wind Warranty — when installed with the required combination of GAF Accessories, Timberline HDZ® Shingles are eligible for a wind warranty with no maximum wind speed limitation³

Dura Grip™ sealant pairs with the microgranule surface of the Strike-Zone™ nailing area. Then, an asphalt to-asphalt monolithic bond cures for durability, strength, and exceptional wind uplift performance.

25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration.²

Proprietary GAF Time-Release Algae - Fighting Technology helps protect your shingles from unsightly stains.

For the best look — use TimberTex® Premium Ridge Cap Shingles or TimberCrest® Premium SBS-Modified Ridge Cap Shingles

Product details:

Product/System Specifics

Fiberglass asphalt construction
Dimensions (approx.) 1/4" x 3/8" (337 x 1,000 mm)

Exposure: 5" ¹

Bundles/Square : 3

Pieces/Square

StainGuard Plus™ Algae Protection² Limited Warranty

WindProven™ Limited Wind Warranty³

Seal-A-Ridge; ZRidge; Ridglass

Starter Strips; QuickStart;

WeatherBlocker

Applicable Standards & Protocols:

UL Listed to ANSI/UL 790 Class A

State of Florida approved

Classified by UL in accordance with ICC-ES AC438

Meets ASTM D7158, Class H

Meets ASTM D3161, Class F

Meets ASTM D3018, Type 1

Meets ASTM D34624

Miami-Dade County Product Control approved

ICC-ES Evaluation Report

ESR-1475 and ESR-3267

Meets Texas Department of Insurance Requirements

Rated by the CRRC; Can be used to comply with Title 24 Cool Roof requirements (some colors)

¹ Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence (or eligible second owner(s)) owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and at least 3 qualifying GAF Accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

² Results based on study conducted by Home Innovation Research Labs, an independent research lab, comparing installation of Timberline HDZ® Shingles to Timberline HDZ® Shingles on a 16-square roof deck using standard 4-nail nailing pattern under controlled laboratory conditions. Actual results may vary.

³ 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus™ logo. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions and qualifying products.

⁴ 15-year WindProven™ limited wind warranty on GAF Shingles with LayerLock™ Technology requires the use of GAF Starter Strips, Roof Deck Protection, Ridge Cap Shingles, and Leak Barrier or Attic Ventilation. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*.

⁵ Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

⁶ Harvest Blend colors are only available on TimberTex® Ridge Cap Shingles, Seal-A-Ridge® Ridge Cap Shingles, and TimberCrest® Premium SBS-Modified Ridge Cap Shingles.

Note: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Colors:



Harvest Blend Colors5



We protect what matters most™



©2021 GAF 1221 • #675 • RESN6467HDZ 396640-1221

GAF Timberline® UHDZ™
Ultra High Definition® Lifetime® Shingles



Go beyond with our Premium Laminate Shingle

Choose a combination of beauty and benefits that go beyond any shingle GAF has offered to date, with Dual Shadow Line for dramatic sunset shadows all day long and a 30-year StainGuard Plus PRO™ limited warranty against blue-green algae discoloration.²



Timberline® UHDZ™ Shingles

Benefits:

Patent-pending **Dual Shadow Line** for dramatic sunset shadows all day long.

30-year StainGuard Plus PRO™ Algae Protection Limited Warranty

against blue-green algae discoloration with 10% MORE Time-Release Algae-Fighting Technology.²

WindProven™ Limited Wind Warranty

— when installed with the required combination of GAF Accessories, Timberline® UHDZ™ Shingles are eligible for a wind warranty with no maximum wind speed limitation.³

LayerLock® Technology

mechanically fuses the common bond between overlapping shingle layers.

Up to 99.9% nailing accuracy — the StrikeZone® nailing area is so easy to hit that a roofer placed 999 out of 1,000 nails correctly in our test.¹

Dura Grip™ sealant pairs with the microgranule surface of the StrikeZone® nailing area. Then, an asphalt to-asphalt monolithic bond cures for durability, strength, and exceptional wind uplift performance.

For the best look — use TimberTex® Premium Ridge Cap Shingles or TimberCrest® Premium SBS-Modified Ridge Cap Shingles.

Product details:

Product/System Specifics

Fiberglass asphalt construction

Dimensions (approx.): 1/34/8

(337 mm x 1,000 mm)

Exposure: 5/8"

(15.9 mm)

Bundles/Square:

Pieces/Square:

StainGuard Plus PRO™ Algae Protection²

Limited Warranty

• TimberTex; TimberCrest;

• Seal-A-Ridge; ZRidge; Ridglass

• Pro-Start; QuickStart;

• WeatherBlocker

Applicable Standards & Protocols:

- UL Listed to ANSI/UL 790 Class A
- State of Florida approved
- Classified by UL in accordance with ICC-ES AC438
- Meets ASTM D7158, Class H
- Meets ASTM D3161, Class F
- Meets ASTM D3018, Type 1
- Meets ASTM D34624
- Miami-Dade County Product Control approved
- ICC-ES Evaluation Reports ESR-1475 and ESR-3267
- Meets Texas Department of Insurance Requirements
- Meets CSA A123.55

¹Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and at least 3 qualifying GAF Accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

²Results based on study conducted by Home Innovation Research Labs, an independent research lab, comparing installation of Timberline HD® Shingles to Timberline HDZ® Shingles on a 16-square roof deck using standard 4-nail nailing pattern under controlled laboratory conditions. Actual results may vary.

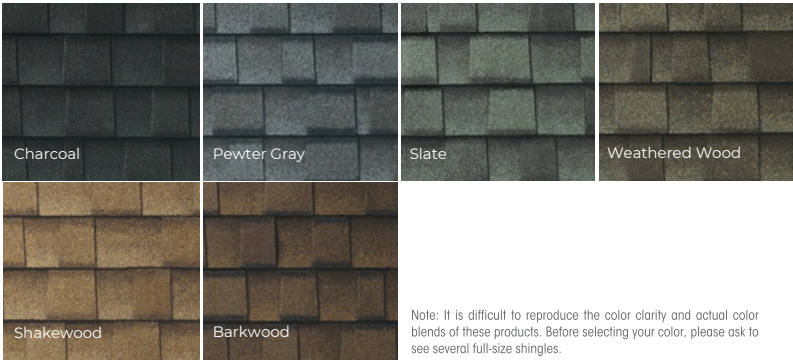
³30-year StainGuard Plus PRO™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus PRO™ logo. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions, and qualifying products.

⁴15-year WindProven™ limited wind warranty on GAF Shingles with LayerLock® Technology requires the use of GAF Starter Strips, Roof Deck Protection, Ridge Cap Shingles, and Leak Barrier or Attic Ventilation. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. For installations not eligible for the WindProven™ limited wind warranty, see *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.

⁵Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

⁶Refers to shingles sold in Canada only.

Colors:



We protect what matters most™



©2023 GAF • RESGN467UHD-0223 415166-0223

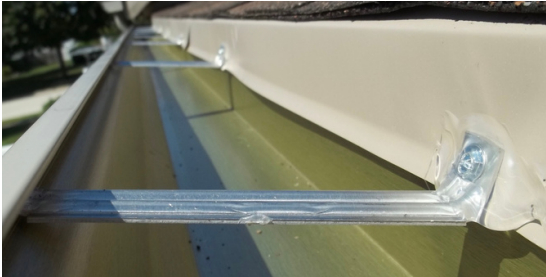
Weather-Tite Exteriors Gutter Options

5" - 6" SEAMLESS GUTTERS W/JUMBO DOWNSPOUTS

- Remove existing gutter system
- Install new aluminum gutters & fasten hidden hangers with screws, then seal.
- Inside and outside corners are created using durable strip miters
- Install Jumbo 3" x 4" downspouts.

These downspouts will help greatly in evacuating the water from your gutters.

- Hinges will be installed where downspouts may need to be picked-up.



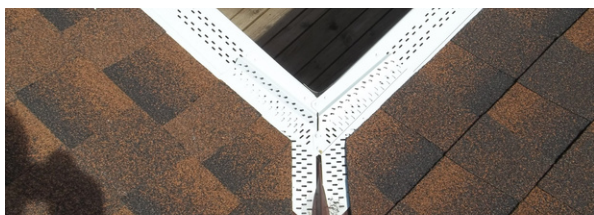
WeatherTiteGB.com



LeafX® GUTTER COVERS

A transferable **Lifetime No Clog Warranty** will be registered and backed by the manufacturer.

LeafX® is a top-tier gutter cover. Its patented design keeps your gutters free of debris and you off ladders, 4-5 times a year. Along with the trusted nose forward design, this cover allows about 15% of the water in through a line of small holes. This accomplishes two tasks; first, it takes a little pressure off the nose of the cover during large rain falls but secondly and more importantly, it allows the entire interior gutter environment to get wet every time it rains. So those wasps will go live under our competitors solid covers and not yours. LeafX® Gutter Protection will be installed to match gutters unless otherwise noted.



Check out our reviews on GAF.com:
www.bit.ly/GAFweathertite



Payment

- This quote is valid for 30 days.
- \$0.00 is due at the start of the project.
- Balance due upon completion of project

Weather-Tite Exteriors Agrees

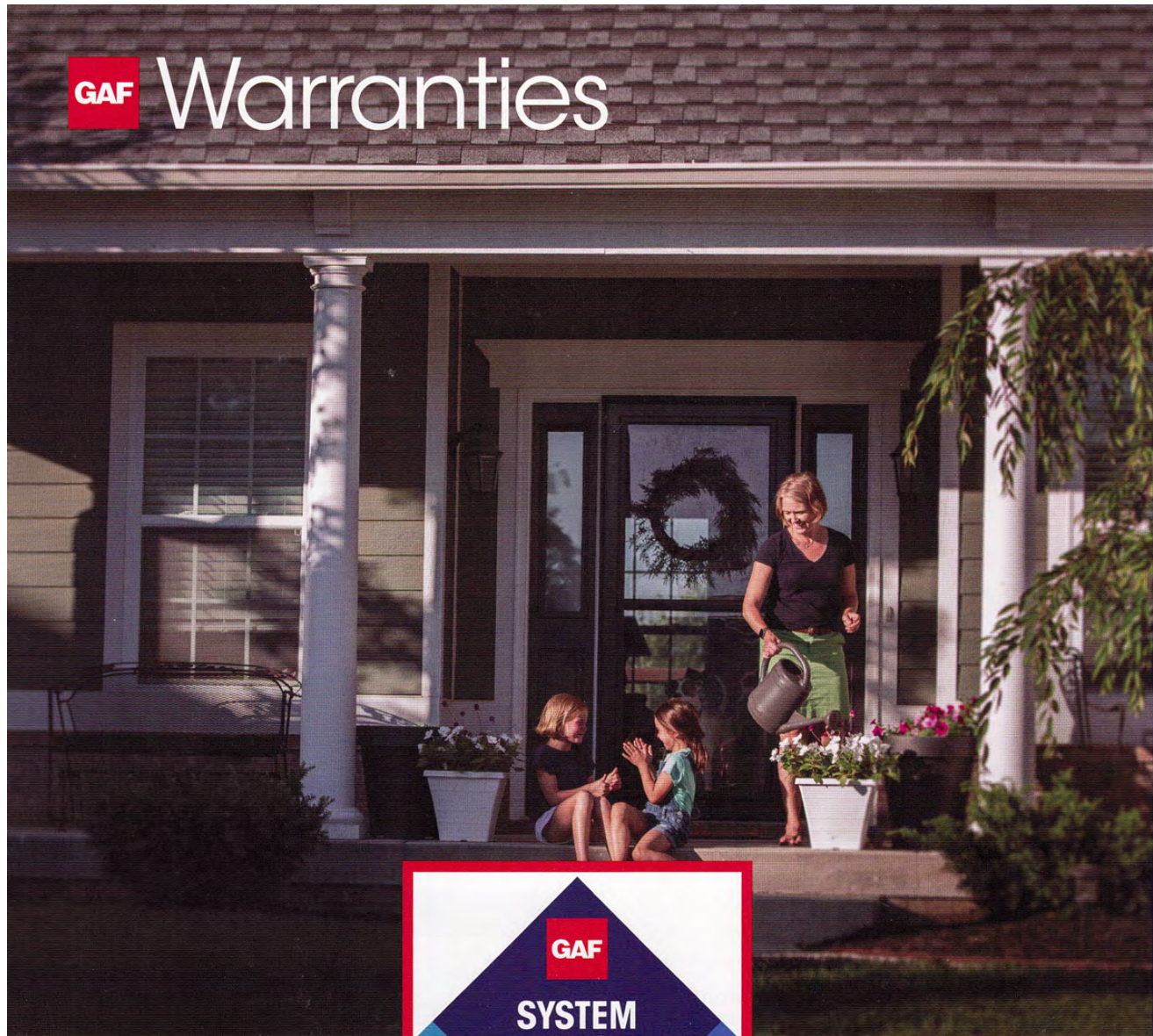
- To maintain liability insurance during the period of the project
- To maintain the proper certification, license or registration required to complete the project
- To install all materials according to manufacturer' s specifications and state building codes

Warranties

- All work carries a 10-year workmanship warranty and covers all labor and materials for any issues caused by workmanship
- Material warranty cards and lien waivers are provided upon payment at customer' s request

Your Roofing Project: What to Expect

- Weather-Tite will arrive at 7:00 AM
- The crew will have trucks and trailers
 - Homeowner is to move all vehicles out of the garage and/or driveway prior to crew arrival
 - We ask that you park vehicles down the street; giving the crew plenty of room to maneuver several vehicles
- Weather-Tite will need access to power to begin the project
- An \$85 equipment clean-up fee will be added to final invoice if excessive animal feces are present in yard and equipment is contaminated



Learn about
great protection
for your roof



We protect what matters most™



It's security, measured in decades.




When you install a qualifying GAF shingle, the basic *GAF Shingle & Accessory Limited Warranty* provides a Lifetime limited* warranty term for the shingles. And when you install a qualifying GAF shingle with at least 3 qualifying accessory products, you are automatically covered by the *GAF Roofing System Limited* Warranty*, which also provides Lifetime* coverage for your qualifying accessory products! "Lifetime" means as long as the original owner(s) [or the second owner(s) in certain circumstances] owns the single-family detached residence where the shingles and qualifying accessories are installed.

The Lifetime* warranty term also comes with 10 years of 100% coverage, during which GAF will provide any replacement GAF products necessary to repair your roof due to a manufacturing defect. GAF will also pay the reasonable cost to install them. * This warranty is also transferable, once, to the next homeowner, for free.

With the basic *GAF Roofing System Limited* Warranty*, after ten years, replacement materials and installation labor are pro-rated.

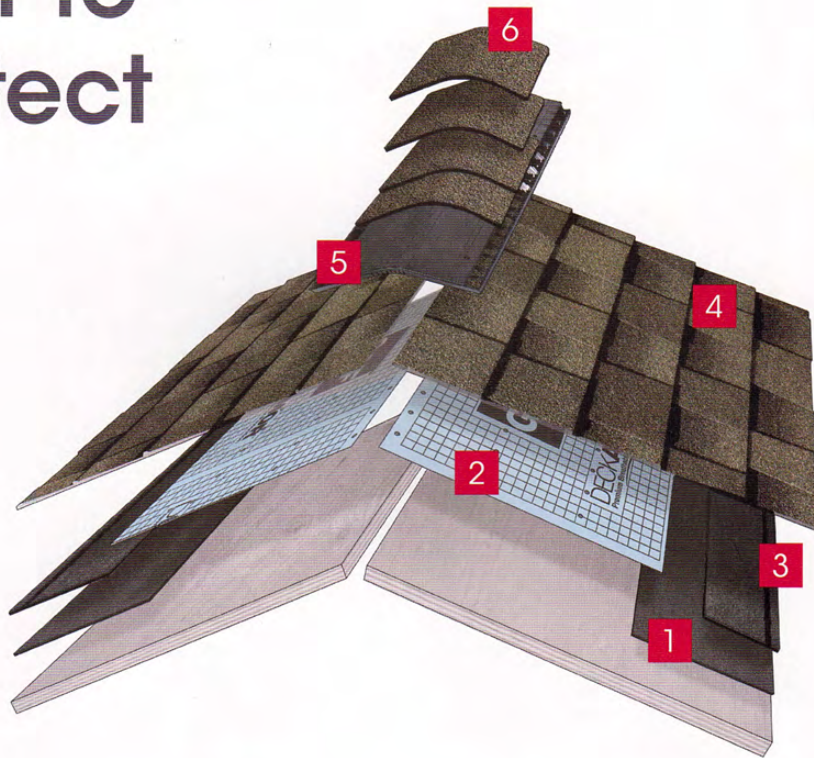
Protect your home with our System Plus Limited Warranty!

The **System Plus Limited Warranty** increases the 100% coverage period against manufacturing defects from 10 years to 50 years. It also covers tear-off costs.

Warranty	Features	100% Coverage
GAF Roofing System Limited Warranty	Replacement Materials + Installation Labor	10 years 100% Coverage
 System Plus Limited Warranty	Replacement Materials + Installation labor + Cost to tear off (If necessary)	50 years 100% Coverage

*See GAF Shingle & Accessory Limited Warranty and GAF Roofing System Limited Warranty for complete coverage and restrictions. See gaf.com/LRS for a list of qualifying shingles and accessory products.

It's a system, built to protect



Leak Barrier
Helps prevent leaks caused by wind-driven rain and ice dams



Roof Deck Protection
Helps shield the roof deck from moisture infiltration



Starter Strip Shingles
Helps guard against shingle blow-offs



Lifetime Shingles*
Beautify and protect for years to come



Cobra® Attic Ventilation
Helps reduce attic moisture and heat



Ridge Cap Shingles
The finishing touch that helps defend against leaks at the hips and ridges



Visit gaf.com/Lifetime



The GAF Lifetime Roofing System has earned the prestigious Good Housekeeping Seal (applicable in U.S. only).

* Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires use of GAF Lifetime shingles only. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Lifetime coverage on shingles and accessories requires use of any GAF Lifetime Shingle and any 3 qualifying GAF accessories. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products.



To be eligible for the System Plus Limited Warranty, you **MUST** fulfill these requirements:

1. Your roof must be installed by an eligible GAF factory-certified contractor.*
2. If a new nail base insulated deck system is being installed, you must install GAF Cornell Ventilated Nail Base Roof Insulation (covered by the *ThermaCal® Nail Base Roof Insulation Panels Limited Warranty*).
3. You must install qualifying GAF Shingles *and one item from at least three* of the following accessory product categories (visit gaf.com/LRS for eligible products):

(a) **GAF Roof Deck Protection**

- (b) **GAF Leak Barrier** – Must be installed in valleys and around all penetrations. In areas prone to ice damming, an eligible Leak Barrier product is strongly recommended at all eaves to at least 24" (60.96 cm) inside of the warm wall.

- (c) **GAF Starter Strip Shingles (only those with factory-applied adhesive)** – Must be installed at the eaves. **Note:** Your GAF LayerLock-labeled Shingles will be covered up to the maximum wind speed **ONLY** if installed using **4 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes. All other GAF Shingles require use of **6 nails** per shingle **and** GAF Starter Strip Products installed at the eaves **and** rakes.

- (d) **GAF Attic Ventilation Product** – Installed in a properly balanced attic ventilation system consisting of both intake and exhaust ventilation. **Note:** Although Master Flow® Attic Exhaust Vents count as an eligible accessory product in the GAF Attic Ventilation Category, they are covered by either the *Master Flow® Powered Ventilation Products Limited Warranty* or *Master Flow® Ventilation Products Limited Warranty*, depending on the product.

- (e) **GAF Ridge Cap Shingles** – **Note:** If cut-up GAF Strip Shingles are used instead of one of the eligible ridge cap shingles (visit gaf.com/LRS for eligible products), the warranty term and 100% coverage period for the cut-up strip shingles is the same as it would be if that shingle were used in the field of the roof. (For example, if Royal Sovereign® Shingles are cut up and used as your ridge cap, then the warranty term for those cut-up Royal Sovereign® Shingles is 25 years.) In addition, on roofs where Royal Sovereign® or Marquis WeatherMax® Shingles are installed, you may use cut-up Royal Sovereign® or Marquis WeatherMax® Shingles as the ridge cap, and they will qualify as one of the required accessories.

Note: To improve the finished look of the roof, the use of GAF ShingleMatch™ Roof Accessory Paint is highly recommended (GAF Roof Accessory Paint is covered by the *ShingleMatch™ Roof Accessory Paint Limited Warranty* and does NOT count toward the required number of accessories for the *System Plus Limited Warranty*).

4. **Registration Options** – In addition to the requirements listed above, **your Contractor must register and pay for your warranty within 45 days after installation. The warranty can be registered online at the GAF Contractor Zone (visit ccz.gaf.com) or at gaf.com/warranty. If your Contractor has not registered your warranty within 45 days after installation, GAF reserves the right not to issue your *System Plus Limited Warranty*.**

Note: Warranty coverage available only for GAF Products. There is no coverage for non-GAF materials used in the construction of your roofing system



For more information, or to register a warranty, visit gaf.com/warranty

*GAF Master Elite® Contractor, GAF Certified™ Contractor, or GAF Authorized™ Home Builder.

We protect what matters most™



©2019 GAF CORP. - GAF, GAF CERTIFIED, GAF AUTHORIZED, GAF MASTER ELITE, GAF SYSTEM PLUS, GAF SHINGLEMATCH, GAF SHINGLEMATCH ROOF ACCESSORY PAINT, GAF CORNELL VENTILATED NAIL BASE ROOF INSULATION, GAF LEAK BARRIER, GAF STARTER STRIP SHINGLES, GAF STRIP SHINGLES, GAF ATTIC VENTILATION PRODUCTS, GAF ROOF ACCESSORY PAINT, GAF SHINGLEMATCH ROOF ACCESSORY PAINT LIMITED WARRANTY, GAF SYSTEM PLUS LIMITED WARRANTY, GAF SHINGLEMATCH ROOF ACCESSORY PAINT LIMITED WARRANTY

Weather-Tite Exteriors Master Elite® Contractor



93% of property owners would recommend their GAF Master Elite® Contractor to others based on a survey of over 28,000 property owners in the U.S served by GAF factory-certified contractors.



PROFESSIONAL INSTALLATION

To ensure your total satisfaction, Master Elite® Contractors have been provided with extensive education developed by experts at GAF.



SUPERIOR PROTECTION

GAF Roof Protection System gives you the best protection against a variety of all-too-common roofing problems.



WARRANTY OPTIONS

Because of their unique factory-certified status, the roofs Master Elite® Contractors install are eligible for special warranties.



Weather-Tite Exteriors LLC

is a Master Elite® Roofing Contractor for GAF

Master Elite® Contractor status is only offered to less than 2% of roofing contractors in North America. Those who have earned this designation have exhibited an uncompromising commitment to the highest standards in sales, service, and installation, and have pledged to ensure that each customer receives the best choice in roofing. Master Elite® Contractors are authorized to offer any GAF enhanced limited warranty.

GAF ID: 1004776 Valid Through: **06/2025** Member Since: 03/2013


 Jim Schnepfer
President and CEO, GAF


 Bobby Fischer
VP, Contractor Programs, GAF

Warranties offered





Check Us Out on GAF's Website: www.bit.ly/GAFweathertite



WeatherTiteGB.com



GAF Roofs for Troops

Attention U.S. Military Troops.¹
Get a **\$250 rebate** when you install a qualifying GAF roofing system² on your home and purchase an Enhanced Warranty.³

Terms and Conditions

Enhanced Warranty*	GAF Roofing System**	Must be Installed By
 Systems Plus Limited Warranty	GAF shingles + 3 qualifying GAF accessory products	GAF Master Elite Contractor or GAF Certified Contractor
 Silver Pledge Limited Warranty	GAF shingles + 4 qualifying GAF accessory products	GAF Master Elite Contractor
 Golden Pledge Limited Warranty	GAF shingles + 5 qualifying GAF accessory products	GAF Master Elite Contractor

1. Active members, veterans, and retirees of the U.S. military who are legal residents of the U.S. (each, a "Qualifying Individual"). Roof must be installed between 1/1/22 and 12/31/23 on a residence in the U.S. owned by a Qualifying Individual.

2. A qualifying GAF roofing system consists of GAF asphaltic roofing shingles and a required number of qualifying GAF accessory products, which varies based on the enhanced warranty selected. Qualifying GAF accessory products include: (1) ridge cap shingles; (2) attic ventilation; (3) starter strip shingles; (4) roof deck protection; and (5) leak barrier. Click on the qualifying products tab for a list of qualifying products.

3. Eligibility requirements, coverage and restrictions vary based on the enhanced warranty selected. To view GAF Enhanced Warranties, visit: <https://www.gaf.com/en-us/for-homeowners/warranties>.


Enhanced warranty must be registered by your contractor within forty-five (45) days of installation. If you have not received a copy of your warranty from GAF within sixty (60) days, call GAF at 1-888-423-7663, option 3.

Additional Terms:
Offer valid in the U.S. only. Void where prohibited. Limit one rebate per Qualifying Individual and per address. Completed rebate claim form must be received within 90 days of the warranty issuance date found on your warranty letter. Allow 8 weeks from receipt of claim for shipment of rebate check or as otherwise required by law. GAF is not responsible for lost, late, misdirected, incorrect, incomplete, illegible, damaged, or postage due mail/requests, or for technical errors that may affect the submission, receipt, or processing of rebate requests. Claims received after deadline, incomplete submissions, illegible submissions, or submissions that do not comply with these terms will be rejected and will not be returned. Please keep a copy of the documents you submit for your records. GAF reserves the right to audit all rebate claims, and improper redemption or use constitutes fraud. GAF is not responsible for any rebate check that is lost or stolen.

*To view copies of qualifying GAF Enhanced Warranties visit: <https://www.gaf.com/en-us/for-homeowners/warranties>

**To view Qualifying Products visit:

https://gafroofsfortroops.com/Qualifying_products


We protect what matters most™ 



GAF & Good Housekeeping: A promise of performance

GAF is the only roofing manufacturer to have earned the prestigious Good Housekeeping Seal — two trusted brands giving consumers extra peace of mind



We protect what matters most™ 



A product with the Good Housekeeping Seal has *really* earned it

It's passed a strict review by the Good Housekeeping Institute

Products aren't awarded the Good Housekeeping Seal — they earn it. That's why it's reassuring to see the Seal, because you know the product has been thoroughly evaluated by scientists, engineers, and technicians at the Good Housekeeping Institute (GHI). Founded in 1909, GHI has the distinction of being the oldest consumer product-testing lab of its size in America. Its stringent clearance standards set the benchmark for product integrity.

Limited warranty*

Most people perceive the Seal to be an endorsement, but in fact it symbolizes a two-year limited warranty. The Seal means that Good Housekeeping will replace or refund defective products up to \$2,000 within two years of purchase, regardless of what type of warranty is offered by the manufacturer or dealer. This promise is unique in the marketplace so you can shop worry-free. It's an invaluable benefit.

Recommended by a trustworthy authority

For over 100 years, GHI has sifted through the confusing clutter of claims for you to find out which products perform as promised. There are many labels used in the marketplace, but few have the recognition and reputation of the Good Housekeeping Seal.

Shop with confidence — choose a GAF product with the Seal



*Applicable in U.S. only.

We protect what matters most™



©2020 GAF-6/20 #700 RESGN549 377027-620

Weather-Tite Exteriors WI Contractor Licenses

Wisconsin Department of Safety and Professional Services

JESSE AARON GEURTS

Credential ID: **DCQ-051000059**
Customer ID: 1135983

Certification, License, or Registration Name	Expires
Dwelling Contractor Qualifier	2025-05-14

Signature: *Jesse Geurts*

Wisconsin Department of Safety and Professional Services

WEATHER TITE EXTERIORS

Credential ID: **DCQ-0061500012**
Customer ID: 1321720

Certification, License, or Registration Name	Expires
Dwelling Contractor	2025-06-17

Signature: *Danille Geurts*

To Verify Contractor Licenses for the State of Wisconsin Visit:
<https://dsps.wi.gov/Pages/SelfService/LicenseLookUp.aspx>



1651 Brookfield Ave., Suite F6
Green Bay, WI 54313 (920) 336-6162
WeatherTiteGB.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2024

Item 5.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER and INSURED information, and CONTACT details for Isabel Kutzner.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Cancellation notice table with text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Danielle L. Geurts	
2 Business name/disregarded entity name, if different from above Weather-Tite Exteriors LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
<small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1651 Brookfield Ave., Suite F6	Requester's name and address (optional)
6 City, state, and ZIP code Green Bay, WI 54313	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number									
2	7	-	2	0	1	3	6	6	6

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Danielle Geurts*

Date ▶ **01/01/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



References

Contact	Location	Roof Installed	Color	Phone #
Troy & Kristie Chaltry	2726 Woodale Ave Green Bay, WI 54313	GAF Timberline® HDZ® Pewter Gray		715 923-4276
Tom Schlueter	1537 Belle Plane Circle Howard, WI 54313	GAF Timberline® HDZ® Williamsburg Slate		920 362-0900
John Pelishek	2446 Prairie Flower Lane De Pere, WI 54115	GAF Timberline® HDZ® Pewter Gray		920 339-8755
Dale & Ellen Mocco	2633 Hazelwood Lane Green Bay, WI 54304	GAF Timberline® HDZ® Mission Brown		920 246-1556
Gary & Jodi Kaster	6 Red Clover Lane Wrightstown, WI 54180	GAF Timberline® HDZ® Weathered Wood		920 362-1144
Bill Londo	625 Green Bay Road Denmark, WI 54208	GAF Timberline® HDZ® Weathered Wood		920 676-4959
Ed Neel	2746 Berken Court Green Bay, WI 54304	GAF Timberline® HDZ® Charcoal		920 265-2206
Scott & Shannon Strom	1232 O'Keefe Court De Pere, WI 54115	GAF Timberline® HDZ® Barkwood		920 639-9727
Bob Collins	2794 Oslo Drive Green Bay, WI 54313	GAF Timberline® HDZ® Hickory		920 857-5226
Juan & Lisa Fernandez/Trinidad	4011 Garrett Street De Pere, WI 54115	GAF Timberline® HDZ® Mission Brown		920 471-2499
Jim Sheedlo	3069 Glendale Ave. Green Bay, WI 54313	GAF Timberline® HDZ® Pewter Grey		920 737-3285
Jack & Eunice Klug	3927 Cty Road S Appleton, WI 54913	GAF Timberline® HDZ® Shakewood		920 540-1835
Steve & Amy Burt	2133 Deer Haven Ct. Greenleaf, WI 54126	GAF Timberline® HDZ® Weathered Wood		920 676-0946
Randy & Vicki Keigley	1281 Grignon Street Green Bay, WI 54301	GAF Timberline® HDZ® Hickory		920 437-2510
Carl Rockel	447 Mallard Court Hortonville, WI 54944	GAF Timberline® HDZ® Harvest: Cedar Falls		920 750-3365
VENDOR REFERENCE		ABC Supply Christopher Nies - Manager		920 499-1421
MANUFACTURE REFERENCE		GAF Joe Hughs – Territory Manager		608 335-5933



Client Testimonials

Jesse and Lana are awesome. **One of the few contractors that answer their phone.** Jesse is always available to answer questions. Very professional. Very pleased with the process and outcome. Thank you!

–Steve & Amy, Greenleaf

Jesse was very informative. The estimate was the final price. Lana is pleasant to work with.

–Ed, Green Bay

Jesse and his crew did a great job. The roof and gutters look great. **I would recommend them to family and friends.**

–Bill, Denmark

Weather-Tite gave us an estimate quickly and got the job done quickly also. **Very professional people.**

– Travis & April, Green Bay

Did a great job overall. **Cleaned up property very well.** Looks fantastic.

– Andy & Debbie, De Pere

Easy to deal with and we are happy with the results. ☺

– Bill & Karen, Appleton

Very low pressured sales. Having sales rep meet with insurance adjuster-Very important. Good selection of shingle colors.

– Bob & Joyce, De Pere

Everyone involved in the project at Weather-Tite were amazing to work with. **I would highly recommend.** Pleased to see the final invoice less than quoted.

– Troy & Kristie, Green Bay

They are a very professional company. Very friendly, did a thorough inspection, gave a very detailed quote, which was the final cost. **Their installation crew was very prompt and courteous, and ensured property stayed clean.** Their office staff kept me updated daily, very friendly. Would recommend them, definitely!!!

– Carol, Manitowoc

When Jesse stopped over to give an estimate, he already had quote in hand. It spelled out what was to be done. Upon approval of bid, his crew followed up on installation, per quote in a timely and professional manner. **We got more than we expected.**

– Ronald, Luxemburg

Jesse was great to work with getting everything set up. Called me back in a timely manner and answered all of my questions. Lana was very easy to get ahold of and also helped with insurance questions. They are a great team to work with!!! **They did exactly what they said they would.** Thanks.

– Stephanie, Wrightstown

We were very pleased with the courteous and professional service, from the administrative staff to the work site crew. We received a detailed estimate and despite uncertainty in materials and wild price changes, they stayed in the estimate and finished in a timely manner. A job well done.

– Tom & Carol, Sturgeon Bay

Jesse Geurts did the roof inspection, took time and interest to show me the damage. Interacted with insurance adjuster inspection and follow through with insurance company to ensure correct appraisal of damage and cost.

– Robert, Greenville

Excellent Job! Well Done! Excellent relations with owner and employees.

– Jack & Eunice, Appleton

Our roof had serious issues with leaking and missing shingles and rotted wood. The crew from Weather-Tite took care of all the above. Our roof and gutters look amazing!! **Shout out to Lana as well... She's the best** ☺

– Mark & Cheryl, Sobieski

We couldn't be happier with our new roof and gutters! Jesse and Lana were very knowledgeable, organized and professional. **The construction crew was careful and meticulous.** We highly recommend them.

– Scott & Shannon, De Pere

Jesse was great to work with for replacing our roof and gutters. **He was a wonderful resource to assist us in dealing with our insurance company for hail damage.**

– Jeff & Lisa, De Pere



From start to finish, Jesse and his crew were very professional. **Jesse made us feel very comfortable in knowing the job would be done** and his crew worked hard to give us a beautiful, finished product.

Gene, Little Suamico

Weather-Tite Exteriors is a very professionally run organization, that provides high quality workmanship and superior customer service from start to finish! Jesse and his team are a five-star contractor.

– Carl, Hortonville

It was an absolute pleasure working with Jesse, very knowledgeable and professional. **Crew was very professional & worked diligently, and clean-up was awesome!** Thank you ☺

– James & Cathy, Greenville

In two days, roof was off and roof on fast and professional. **I would recommend.**

– Tim & Deb, Freedom

Very responsive company with great follow up. Their crew showed up and worked hard to complete the project in a timely fashion.

– Gary & Jodi, Wrightstown

Weather-Tite did a great job on my roof and gutters. **I will highly recommend them** to anyone looking for their type of services.

– Jim, Green Bay

Jesse and Weather-Tite were great to work with. **The whole process went very smooth** and I would recommend them to anyone.

– Mike, Wrightstown

Jesse and his team were very professional. Always available for questions and even change on schedule. **I am grateful for the company services.**

– Juan & Lisa, De Pere

This is the 2nd time I have used Weather-Tite for two different homes. **Satisfied customers always return to contractors they know they can rely on.**

– Dave, Green Bay

Extremely helpful and reliable and always answered their phone when we had any questions. Thank you, Lana. ☺

– Bob & Kay, De Pere

We were very satisfied with the quality of the process, from beginning to end. Would definitely recommend again.

– Robert, Appleton

Jesse is great to work with. The crew was excellent. **Neighbors commented on how well they worked and how efficient.** Hugo was a great, great leader.

– Dave & Mary Ann, Oshkosh

The Weather-Tite roofers were very efficient. **They completed the job in just over a day and did an excellent clean-up job.** I would highly recommend them to others.

– Terry, Wrightstown

Everything went great. Work crew was very careful and efficient. **Jesse went beyond what was expected.** Lana was very professional on phone calls.

– John, Denmark

Salespeople are not just salespeople selling product. Very knowledgeable and professional of the services they offer.

— Brad & Amy, De Pere

Extremely pleased with the work. Did a huge job in one day! **Very impressed with the workmanship** and Jesse was very informative and answered all my questions quickly. Great Company! A+!

–Ben, Marinette

The job was done in a professional, competent manner. **The company was honest & straightforward to work with.** I would definitely do business with Weather-Tite again.

–Bob

I am **so impressed by the professionalism of this company.** Starting with the estimate, the crew and workmanship.

–Lana & Aaron, De Pere

Our job was done very well and in a timely manner.

Damage from storm was repaired so it is undetectable. We couldn't be happier.

– Dale & Ellen, Green Bay

The biggest reason we chose Weather-Tite was because **Jesse took the time with us to explain his quote and the benefits.** We felt very comfortable knowing exactly what we were getting. **We knew if there were any issues, Weather-Tite would solve them.** Something was spotted with the chimney and Jesse was able to get a contractor for us to fix it.

–Craig & Sarah, De Pere

Jesse explained about the shingles, how he would go about the job and finish the project. **The job went exactly as he said from start to finish.** Weather-Tite did an excellent job.

–Keith, Sobieski

The crew **came early and stayed late** which completed the 2-day estimated time to fix the roof. Very professional, excellent work and excellent clean up. Even took down hard to reach bird's nest. **Best of all, came in on time and cost – no surprise extra charges!** Hard working crew and very respectful language-meaning no swearing or vulgar words. Great job well done!

–Gary & Karen, Krakow



Hardworking professional staff. **Jesse came back and inspected the job well after the crew had left** and also called to make sure I was satisfied.

Very impressive.

John, De Pere

We were **immediately impressed with Jesse's honesty and professionalism.** Hugo and the crew were prompt, hardworking, respectful and meticulous with the clean-up. We are extremely pleased with our new roof and would recommend Weather-Tite to all our family and friends.

–Eric & Sharon, Bowler

They are fast, efficient and do nice quality work. **They are there when they say they will be and do an excellent job picking up the work site.** That is major! Good work.

–Deb, Green Bay

I have used Weather-Tite on several jobs over the years. **They say what they are going to do and do what they say. I am very satisfied with Weather-Tite and will always contact Weather-Tite for any future work.**

–Marilyn, Green Bay

Jesse was a pleasure to work with from start to finish. The estimate and contract were very professional and detailed. The foreman answered all our questions as the project progressed. The entire crew was quiet and polite. The Equipter system kept the yard very clean. **We are impressed with the attention to details, such as chimney flashings, dormer transition, etc. Many compliments from neighbors. Jesse & Weather-Tite are head and shoulders above any other roofing contractors!**

–David & Elizabeth, Appleton



Jesse & his crew were great! **5-star quality of workmanship. Great price on a superior product!**

I would HIGHLY recommend!

–John, Green Bay

These services were for our second home and we were not present for the quote. It was handled by phone and email. **They came on time, did a great job, cleaned up after themselves and the house looks like new.** We would highly recommend Weather-Tite.

–James, Sturgeon Bay, WI

Great job on gutter replacement and roof repair. **Very impressed with the professionalism of Jesse and company in general.**

–Mary, Green Bay

Jesse and his crew did an excellent job in a timely manner. The workmanship was great and the crew was friendly. Clean up afterwards was professional as was the complete project. **This is my second roof Jesse installed and I have recommended Weather-Tite to my friends who were also happy with them.**

–Bob, De Pere

Excellent service and top-notch business. A+

–Brooke, Green Bay

Jesse and his crew were very nice and efficient.

–Bill, Green Bay

Top notch roofing company. You won't be disappointed. Work was completed in one day.

–Jane, Abrams

Everything went well from picking out roof and gutter colors to the installation. **Crew was timely, friendly and did an excellent clean up.**

–Patrick, De Pere

The crew did the work in a timely manner and the property was clean when they left.

–Debbie, Green Bay

Excellent Product. Knowledgeable staff. Very Responsive to questions. Good Value.

–Tom, Howard

Weather-Tite helped me select the perfect roof for my home. **My questions were always answered quickly and respectfully.**

–Judy, De Pere

We love our new roof and gutters. **The installation was well done and all the workers cared about the work they were doing, like it was their own home.**

–Russ, Green Bay

They did an excellent job and when the **weather threw us a curve ball, (rain), they were able to adjust their schedule and protect our house.**

–Robert, Green Bay



Job List for GAF Roofs

GAF Line	Color	Street Address	City	Zip Code
Timberline® HDZ®	Barkwood	1232 O'Keefe Ct	De Pere	54115
Timberline® HDZ®	Barkwood	711 Voelker St	De Pere	54115
Timberline® HDZ®	Barkwood	1034 Trailwood Dr	De Pere	54115
Timberline® HDZ®	Barkwood	3166 County Road OO	De Pere	54115
Timberline® HDZ®	Barkwood	1715 Eagle Bluff Drive	De Pere	54115
Timberline® HDZ®	Barkwood	453 Winding Waters Way	De Pere	54115
Timberline® HDZ®	Barkwood	1369 Graystone Ct	De Pere	54115
Timberline® HDZ®	Barkwood	388 Lantern Ln	De Pere	54115
Timberline® HDZ®	Barkwood	2473 Oak Ridge Cir.	De Pere	54115
Timberline® HDZ®	Barkwood	2117 Deer Haven Ct	Greenleaf	54126
Timberline® HDZ®	Barkwood	N4103 Peterson Rd	Freedom	54130
Timberline® HDZ®	Barkwood	N4270 Cty Rd E	Kaukauna	54130
Timberline® HDZ®	Barkwood	2122 Olde Country Cir	Kaukauna	54130
Timberline® HDZ®	Barkwood	N4239 Killarney Ln	Freedom	54130
Timberline® HDZ®	Barkwood	4260 Powers Rd	Oconto Falls	54154
Timberline® HDZ®	Barkwood	689 Woodland Plaza	Seymour	54165
Timberline® HDZ®	Barkwood	10 Corn Silk Court	Wrightstown	54180
Timberline® HDZ®	Barkwood	6 Golden Wheat	Wrightstown	54180
Timberline® HDZ®	Barkwood	180-182 Golf Course Ln	Wrightstown	54180
Timberline® HDZ®	Barkwood	172-174 Golf Course Ln	Wrightstown	54180
Timberline® HDZ®	Barkwood	2703 Danbar	Green Bay	54313
Timberline® HDZ®	Barkwood	W4191 Del Rose Lane	Appleton	54913
Timberline® HDZ®	Barkwood	W3838 Ridge Pt Road	Appleton	54913
Timberline® HDZ®	Barkwood	W4205 Del Rose Ln	Appleton	54913
Timberline® HDZ®	Barkwood	4101 N. Marshall Hgts	Appleton	54913
Timberline® HDZ®	Barkwood	W7105 Glenford Way	Greenville	54942
Timberline® HDZ®	Barkwood	W6977 Rockdale Rd	Greenville	54942
Timberline® HDZ®	Barkwood	W7368 Trillium Ct	Greenville	54942
Timberline® HDZ®	Barkwood	W6973 Rockdale Ln	Greenville	54942
Timberline® HDZ®	Charcoal	W4632 Cty Rd S	Black Creek	54106
Timberline® HDZ®	Charcoal	5841 Morrison Rd	Greenleaf	54115
Timberline® HDZ®	Charcoal	1107 Twilight Dr.	De Pere	54115
Timberline® HDZ®	Charcoal	2425 Watson Cir.	De Pere	54115
Timberline® HDZ®	Charcoal	2476 Watson Cir	De Pere	54115
Timberline® HDZ®	Charcoal	1306 N. Summer Range Rd	De Pere	54115
Timberline® HDZ®	Charcoal	1849 Saddlebrook Ln	De Pere	54115
Timberline® HDZ®	Charcoal	2746 Berken Ct.	Green Bay	54304

GAF Line	Color	Street Address	City	Zip Code
Timberline® HDZ®	Charcoal	874 7th St	Green Bay	54304
Timberline® HDZ®	Charcoal	3339 Sitka St	Green Bay	54311
Timberline® HDZ®	Charcoal	2707 Woodale Ave	Green Bay	54313
Timberline® HDZ®	Charcoal	3600 N. Bracken Dr.	Appleton	54911
Timberline® HDZ®	Charcoal	5016 N. Waterford Dr	Appleton	54913
Timberline® HDZ®	Charcoal	N3244 Meade St	Appleton	54913
Timberline® HDZ®	Charcoal	W2401 Block Road	Appleton	54915
Timberline® HDZ®	Hickory	1278 Alpine Court	Cleveland	53015
Timberline® HDZ®	Hunter Green	W3935 Cty Rd. S	Appleton	54913
Timberline® HDZ®	Mission Brown	4011 Garrett St	De Pere	54115
Timberline® HDZ®	Mission Brown	2633 Hazelwood Ln	Green Bay	54304
Timberline® HDZ®	Mission Brown	2398 Van Beek Rd	Green Bay	54311
Timberline® HDZ®	Mission Brown	3457 Edinburgh Road	Green Bay	54311
Timberline® HDZ®	Pewter Gray	4577 Cottonwood Lane	Green Bay	54115
Timberline® HDZ®	Pewter Gray	410 Gopher Hill Ct	De Pere	54115
Timberline® HDZ®	Pewter Gray	2446 Prairie Flower Ln	De Pere	54115
Timberline® HDZ®	Pewter Gray	5758 Creek Crest Ln	Suamico	54141
Timberline® HDZ®	Pewter Gray	3735 Rolling Meadows	Oneida	54155
Timberline® HDZ®	Pewter Gray	4180 Camelot Ct.	Hobart	54155
Timberline® HDZ®	Pewter Gray	7497 Zawalick Ln	Sobieski	54171
Timberline® HDZ®	Pewter Gray	509 W Walnut Dr	Sturgeon Bay	54235
Timberline® HDZ®	Pewter Gray	1738 11th St	Green Bay	54304
Timberline® HDZ®	Pewter Gray	3347 Sitka St	Green Bay	54311
Timberline® HDZ®	Pewter Gray	2916 Bay Settlement Rd	Green Bay	54311
Timberline® HDZ®	Pewter Gray	3069 Glendale Ave	Green Bay	54313
Timberline® HDZ®	Pewter Gray	2726 Woodale Ave	Green Bay	54313
Timberline® HDZ®	Pewter Gray	2985 West Pt Rd	Green Bay	54313
Timberline® HDZ®	Pewter Gray	2686 Yorkton Place	Oshkosh	54904
Timberline® HDZ®	Pewter Gray	3028 N. Morrison St.	Appleton	54911
Timberline® HDZ®	Pewter Gray	W7114 Glenford Way	Greenville	54942
Timberline® HDZ®	Pewter Gray	N1451 Greenwood Dr	Greenville	54942
Timberline® HDZ®	Shakewood	3927 County Road S	Appleton	54913
Timberline® HDZ®	Shakewood	E8452 Timber Ct	New London	54961
Timberline® HDZ®	Shakewood	E8440 Timber Ln	New London	54961
Timberline® HDZ®	Slate	W1266 Appleland Way	Kaukauna	54130
Timberline® HDZ®	Weathered Wood	885 S. Overland Rd.	De Pere	54115
Timberline® HDZ®	Weathered Wood	5194 Big Valley Rd.	De Pere	54115
Timberline® HDZ®	Weathered Wood	250 Brule Road	De Pere	54115
Timberline® HDZ®	Weathered Wood	2332 Old Martin Rd	De Pere	54115
Timberline® HDZ®	Weathered Wood	2065 Stone Silo Cir.	De Pere	54115
Timberline® HDZ®	Weathered Wood	5591 River Oaks Dr.	De Pere	54115
Timberline® HDZ®	Weathered Wood	4018 Garrett St	De Pere	54115
Timberline® HDZ®	Weathered Wood	2484 Watson Circle	De Pere	54115
Timberline® HDZ®	Weathered Wood	4008 Garrett St.	De Pere	54115
Timberline® HDZ®	Weathered Wood	2702 Lawrence Drive	De Pere	54115

GAF Line	Color	Street Address	City	Zip Code
Timberline® HDZ®	Weathered Wood	4014 Garrett St.	De Pere	54115
Timberline® HDZ®	Weathered Wood	2121 Swanstone Cir	De Pere	54115
Timberline® HDZ®	Weathered Wood	1549 Weatherstone	De Pere	54115
Timberline® HDZ®	Weathered Wood	2419 Watson Cir	De Pere	54115
Timberline® HDZ®	Weathered Wood	2102 Swanstone Cir	De Pere	54115
Timberline® HDZ®	Weathered Wood	399 Lantern Lane	De Pere	54115
Timberline® HDZ®	Weathered Wood	398 Lantern Lane	De Pere	54115
Timberline® HDZ®	Weathered Wood	3278 Alcor Tr	De Pere	54115
Timberline® HDZ®	Weathered Wood	2133 Deer Haven Ct.	Greenleaf	54126
Timberline® HDZ®	Weathered Wood	W1441 Maes Ct	Kaukauna	54130
Timberline® HDZ®	Weathered Wood	W2239 Rock Garden Ct	Freedom	54130
Timberline® HDZ®	Weathered Wood	4913 Spirea Road	Oconto	54153
Timberline® HDZ®	Weathered Wood	11 Red Clover Lane	Wrightstown	54180
Timberline® HDZ®	Weathered Wood	7 Red Clover	Wrightstown	54180
Timberline® HDZ®	Weathered Wood	6 Red Clover	Wrightstown	54180
Timberline® HDZ®	Weathered Wood	213 Haymeadow Ct	Wrightstown	54180
Timberline® HDZ®	Weathered Wood	625 Green Bay Rd	Denmark	54208
Timberline® HDZ®	Weathered Wood	5732 Aspen Court	Denmark	54208
Timberline® HDZ®	Weathered Wood	127 Rustic Oak Dr	Luxemburg	54217
Timberline® HDZ®	Weathered Wood	4021 Wagon Wheel	Manitowoc	54220
Timberline® HDZ®	Weathered Wood	633 E. Walnut Pl	Sturgeon Bay	54235
Timberline® HDZ®	Weathered Wood	3078 Joy Lane	Green Bay	54311
Timberline® HDZ®	Weathered Wood	2800 Oslo Dr	Green Bay	54311
Timberline® HDZ®	Weathered Wood	3007 Roundabout Cir	Green Bay	54313
Timberline® HDZ®	Weathered Wood	2509 Turnbury Rd	Howard	54313
Timberline® HDZ®	Weathered Wood	1355 Hillcrest Heights	Green Bay	54313
Timberline® HDZ®	Weathered Wood	7510 N. Ashford Ct	Appleton	54913
Timberline® HDZ®	Weathered Wood	N1738 Brookhill Dr	Greenville	54942
Timberline® HDZ®	Weathered Wood	N1774 Brookhill Dr.	Greenville	54942
Timberline® HDZ®	Williamsburg Slate	1603-1605 St. Agnus Dr	Green Bay	54304
Timberline® HDZ®	Williamsburg Slate	1537 Belle Plane Cir.	Howard	54313

SUPPORTING OUR VETS

**Weather-Tite Exteriors Donates
\$15 for each new roof
to the Patriot Guard Riders**

“The Patriot Guard Riders is a 100% Volunteer, Federally registered 501(c)3 non-profit organization which ensures dignity and respect at memorial services honoring Fallen Military Heroes, First Responders and honorably discharged Veterans.”

The Patriot Guard Riders were born in 2005 when a patriotic motorcycle group heard that the funeral of one of our fallen soldiers was disrupted by protesters. They decided to do something about it. Since then, the Patriot Guard Riders have watched over hundreds of thousands of military funerals and memorials. From standing guard outside the funeral home during the wake, to escorting the procession to the burial site, they have ensured that the fallen and their families are protected. Their mission is to guard the fallen and his/her families to allow them to properly grieve the loss of their loved one: an American Hero who deserves to be laid to rest in peace. We are honored to support them.

www.patriotguard.org

Weather-Tite
EXTERIORS
ROOFING & GUTTERS

920-336-6162

For Pictures, Product and Contact Information visit: www.WeatherTiteGB.com

NO MESS. NO DAMAGE. NO SURPRISES.



Weather-Tite
EXTERIORS

**A NEW ROOF WITH NO MESS.
WE CARE, AND IT SHOWS!**

*We use the revolutionary Equipter
to finish roofing jobs more quickly
and keep property neat and safe
while we work.*

WWW.WEATHERTITEGB.COM



**THE NEW ROOF,
WITH NO MESS.**

At Weather-Tite Exteriors, we provide value and uphold the highest standards in the industry. We've invested in an Equipter RB4000 and designed a complementary system to control the debris from your roof to our trailer. While we give you a quality new roof, we also keep your property clean and safe while removing debris.

That means no headaches of replacing costly landscaping and picking up nails and bits of asphalt from your lawn because of a mismanaged jobsite.



Adam,

Our dedication to product quality and customer service has resulted in a long list of satisfied homeowners, willing to refer our name to their friends and family. Thanks for reviewing our proposal, we look forward to adding you to the list.

Should you have any questions, please call us at 920-336-6162; we'd be happy to answer any that you have.

Sincerely,

Jesse Geurts

Owner

Weather-Tite Exteriors LLC

Jesse@WeatherTiteGB.com

o. 920-336-6162 | c. 920-328-8297

WeatherTiteGB.com

Wednesday, April 24, 2024

Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53083

Attention: Dave McMillan
Email: davemcmillan@sheboyganwater.org

Reference: Cathodic Protection - (Quote #WI-24-08)
2,000,000 Gallon Standpipe - Georgia Avenue

Corrpro Waterworks recently completed the inspection of the cathodic protection (CP) system on your 2,000,000 Gallon Standpipe. This proposal is offered as a follow-up of recommendations that were made by our field technician. The following recommendations are subject to repair to ensure continued operation of your CP system.

Although the CP system is providing adequate levels of protection, it was noted by our technician that the anode system is damaged and requires repair. To determine the extent of damage, it will be necessary to inspect the system while the tank is empty. Upon entering the tank, the damage will be assessed and necessary repairs will be performed. Inclusive with this proposal is the installation of new reference electrodes and wire pressure entrance fitting. We will make a return trip to re-energize and calibrate the system after the tank has been returned to service. We estimate that the tank will need to be drained for a period of one day. The structure must be drained and cleaned upon our crew's arrival.

Corrpro Waterworks fee for this described service will be the amount of \$5,750.00.
***All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

This price does not include the cost to drain/refill the tank, open/close any wet manway hatches or disinfect the tank.

At this time we would like to emphasize the importance of the recommended repair to ensure that the system operates at the proper protective levels. Without maintaining the CP system you can experience corrosion and metal loss within the tank. Also, by having a properly functioning CP system you can extend the life of the tank's internal coating system.

This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **four (4) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS

Greg Copen

Greg Copen
Waterworks Operations

acceptance acknowledgement - please sign & return to
indicate acceptance of this proposal. _____(date)

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) require Item 7. in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

11. Technical Assistance. At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

Item 7.

13. Force Majeure. If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered in writing, to the Corpro address stated on the Sales Document.

Item 7.

23. Interpretation. Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.



Description	KLM Engineering		Dixon Engineering		Midco	
	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2024 WDNR Required Storage Tank Inspection Proposal		\$24,000		\$33,600		\$52,376

May 30, 2024

Sent via Email Only

Mr. Dave McMillan
Distribution Supervisor
Sheboygan Water Utility
72 Park Ave.
Sheboygan, WI 53081

**RE: 1,800,000-Gallon 1929 Clearwell ROV Evaluation
774,000-Gallon 1939 Clearwell ROV Evaluation
3,000,000-Gallon Erie Avenue North ROV Evaluation
3,000,000-Gallon Erie Avenue South ROV Evaluation
4,000,000-Gallon Taylor Hill ROV Evaluation
500,000-Gallon MG EE Tower ROV Evaluation
600,000-Gallon Horizon Tower ROV Evaluation
2,000,000-Gallon Georgia Standpipe Dry Tank Inspection
Sheboygan, WI**

Dear Mr. McMillan:

KLM is pleased to submit this proposal for evaluations of the above-referenced water storage tanks.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Complete and submit WI DNR Form 3300-248 to Owner.
2. Clearly stating the actual condition of the reservoir.
3. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
4. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
5. Provide a schedule for performing recommended maintenance work.
6. Provide a Cost Estimate for all structure repairs and coating replacement.
7. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.

8. Include color photographs identifying current conditions and any required repairs.
9. Recommend a timeline for future evaluations.

The evaluation report will be provided to Sheboygan Water Utility in digital format (Pdf). After which, KLM will contact Sheboygan Water Utility to discuss the report and answer any questions.

SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluations. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Dry Tank Cleanout Evaluation-2,000,000-Gallon Georgia Standpipe

KLM will inspect the floor, the reservoir walls and any interior structure accessible without rigging the tanks. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment inside the tank and the sediment will remain on site.

When the tanks are empty, KLM will perform a cleanout of the interior of the tanks and risers. KLM will supply the chlorine and disinfect the tanks in accordance with Method 2 or 3 of AWWA C652-11.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- | | |
|--|--------------------------|
| ◆ Roof structure (size and style). | ◆ Inlet/outlet pipe. |
| ◆ Vents (size and style). | ◆ Mud ring. |
| ◆ Roof manways (size and style). | ◆ Site dimensions. |
| ◆ Ventilation manways (size and style). | ◆ Safety considerations. |
| ◆ Overflow weir and pipe (size and style). | ◆ Drains. |
| ◆ Support column (size and style). | ◆ Floor condition. |
| ◆ Capacity level and head range. | ◆ Pitting on piping. |

Sheboygan, WI – Tower/Tank Evaluations

- Ladders, cages, platforms and handrails.
- Base pad condition, including Flexcell and grout.
- Screens on vents and overflows.
- Overflow air breaks, splash pads and drainage.
- Safety devices.

OWNER'S RESPONSIBILITIES

ROV Evaluation

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- Cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

Dry Tank Cleanout Evaluation-2,000,000-Gallon Georgia Standpipe

The Owner's personnel shall also be responsible for:

- Verifying the tanks are empty prior to arrival of KLM inspectors.
- Manning the shut off valve at all times.
- Opening and closing the inlet/outlet pipe.
- Operating any valves prior to, during, and after the evaluation.
- Assist to backflush and disinfect the reservoir.
- Provide a supply of water.
- Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- Disposing of sediment and debris.
- Taking and testing water samples within 24 hours after cleanout of the tank has been completed.
- Providing copies of background information on tank, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

FEES

1,800,000-Gallon 1929 Clearwell	\$3,000.00
774,000-Gallon 1939 Clearwell	\$3,000.00
3,000,000-Gallon Erie Avenue North	\$3,000.00
3,000,000-Gallon Erie Avenue South	\$3,000.00
4,000,000-Gallon Taylor Hill	\$3,000.00
500,000-Gallon EE Tower	\$3,000.00
600,000-Gallon Horizon Tower	\$3,000.00
2,000,000-Gallon Georgia Standpipe	\$3,000.00
TOTAL	\$24,000.00

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tanks are prepared for the evaluation per the schedule agreed to in advance by both parties. The above fees are for performing the cleanout and evaluations within a 9-hour workday. In the event KLM arrives on site and the tank is not ready, or a second day is required to remove the sediment, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the Sheboygan Water Utility and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM’s website at: www.klmengineering.com

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If Sheboygan Water Utility finds the proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact Sheboygan Water Utility to coordinate the evaluation dates. Upon delivery of the reports to Sheboygan Water Utility an invoice will be submitted according to the terms of this Agreement.

This Agreement, between Sheboygan Water Utility and KLM Engineering, Inc. is accepted by:

SHEBOYGAN WATER UTILITY
72 Park Ave.
Sheboygan, WI 53081

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature



Signature

Name

Dan Popehn

Name

Title

Director of Business Development

Title

Date

May 30, 2024

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2024.02.07

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

- 12. LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

- 22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client’s permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client’s written permission to KLM regarding the use of the items and information set forth in this section.
- 23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- 24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
- 25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

To: Joe Trueblood, Utility Superintendent
From: Dave McMillan, Distribution Supervisor
Subject: 2024 Hydrant Painting

The Water Utility solicited a quote for painting 200 hydrants for the 2024 calendar year.

Faith Leak Detection Services: This is a new company. Its owner formerly managed the hydrant painting for Ferguson Waterworks.

Sandblast to metal

- Primer- Devoe 224 HS Epoxy Primer 3-4 mils
- Top Coat- Devoe 379 UVA Urethane 3-4 mils

Price- \$115.00 per hydrant

Recommendation:

I recommend we accept the quote from Faith Leak Detection Services. We have worked successfully with Mr. Paalman on hydrant painting projects in the past.



Sheboygan hydrant blasting and painting.

4/3/23

Attn: Dave McMillan

RE: Hydrant painting

Dave,

Below is the information you requested. Please let me know if you need any further information.

Sandblast, prime and paint hydrants one color per Spec.

110.00 each. For 2023

115.00 each. For 2024

Best Regards,

John Paalman

920-200-2959

Date: June 27, 2024
To: Joe Trueblood, Utility Superintendent
From: Bill Swearingen, Operations Supervisor
Subject: Sludge Pump #1

I would like to recommend replacing sludge pump #1. The pump was originally installed in the early 1990s and has recently failed. Sludge pump #2 was rehabbed/rebuilt in 2018 and is in good standing. Unfortunately, parts have become obsolete, thus making repairs challenging with no lead time insight.

The sludge pump system pumps settling basin solids to a 3rd party contractor for belt filter press operations for dewatering and landfill disposal, but also pumps filter backwash solids to the sanitary for the WWTP to process.

The attached proposal includes programming, startup, and installation services.

Sludge Pump #1 Replacement	<u>Total</u> \$32,430.00
----------------------------	-----------------------------



L & S Electric, Inc.
 Sturtevant
 10200 Durand Ave
 Sturtevant, WI 53177-0398

Item 9.

QUOTATION

TO: SHEBOYGAN WATER UTILITY	QUOTE NUMBER: 062624-ECT
72 PARK AVENUE	REVISION: 0
SHEBOYGAN, WI 53081	DATE: 6/26/2024
ATTN: Bill Swearingen	LEAD TIME: See Below
CUST NO: 966401	PRICES: Good for 30 days
SUBJECT: Flygt 20hp 062624-ECT	TERMS: Net 30
	FREIGHT: FOB

ITEM	DESCRIPTION	QTY	PRICE EACH
1	REPLACEMENT: Flygt Model NP-3153.185 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve/ Lead Time: 11-13Weeks ARO / Freight: Prepaid and Add	1.00000	\$30,970.00
2	On-Site: Travel to and from site. Reconnect pump cable(s) to power / sensing relay source.	1.00000	\$1,460.00

NOTE:

Orders placed are subject to cancellations charges.

There will be a cancellation fee incurred for any print approval order cancelled after motor data is received by customer. Custom, Modified and built to order items are non-cancellable and non-returnable except for warranty reasons.

A Supply Chain Fee will be added to each invoice in a tiered and structured format as follows.

- \$50-\$250 net sales - \$5.00 fee
- \$251 - \$10,000 net sales - \$15.00 fee
- \$10,001 and above net sales - \$20.00 fee

Credit card payments are subject to 3.5% processing fees. Credit card will be charged at the time of shipment and payment terms will be forfeited.

Thank you for the opportunity to quote your requirements. If you have any questions or concerns, please feel free to contact us. L & S Electric, Inc's standard terms and conditions apply.

Sincerely,
Eli Torres

Sturtevant Operations Manager
 p:715.241.3734 | m:262.347.6266
 10200 Durand Ave, Sturtevant, WI 53177-0398
 Email: ETorres@lselectric.com



L & S Electric, Inc.
Sturtevant
10200 Durand Ave
Sturtevant, WI 53177-0398

Item 9.

Standard Terms and Conditions of L & S Electric, Inc. – 2022

1. Agreement of Sale. Unless a separate contract is executed by both parties, which shall govern this order, the following shall apply:
 - a. In consideration hereof, “Buyer” seeks to purchase from L & S Electric, Inc. (the “Seller”) the product, part, equipment, accessories, or material (“Goods”) and/or scope of work (“Services”) described in the applicable quotation of Seller (“Quote”) and Seller seeks to provide such to Buyer.
 - b. Any of the terms and provisions of Buyer's order (“Purchase Order”) which are additional or different with the terms and provisions hereof, shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of Goods and/or performance of Services hereunder. Buyer shall be bound by these Terms and Conditions (“Terms”) upon: (i) issuing a purchase order; (ii) Seller begins to order materials or begins Services; (iii) Seller ships Goods to Buyer, and/or (iv) Buyer accepts delivery of Goods and/or allows Services, whichever occurs first.
 - c. This writing is intended by the Seller and Buyer as a final and exclusive expression of this agreement and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in these Terms. No waiver or modification of any of the Terms shall be valid unless it is made in writing and signed by both parties. The failure of the Seller to enforce any right possessed under the Terms shall not constitute a waiver thereof or establish a custom.
 - d. In the event of conflict between contract documents and for scope of work clarity, the order or precedent shall be: (i) any duly executed Change Orders, (ii) the Quote, (iii) these Terms and Conditions, (iv) the Purchase Order (excluding all terms and conditions thereof), and (v) Buyer's drawings, designs and specifications.
2. Prices and Term of Payment. Except as may be set forth in the Quote or other mutually agreed contract document, standard terms of payment are cash in full within thirty (30) days of invoice date. All orders are subject to the approval of the Seller's Credit Department and the Seller may require full or partial payment in advance, prorated or milestone payments shall become due as shipments or other deliverables are made or as set in the Quote. If Buyer fails to comply with terms of payment, or otherwise materially breaches, Seller reserves the right to cancel the unfilled portion of any contractor order, but Buyer shall remain liable for all unpaid accounts and for any other damages due Seller as a result of Buyer's breach of these Terms. To the extent allowed under law, Seller may charge the maximum lawful interest rate on past due amounts. Any expenses associated with collections on past due invoices shall be paid by Buyer. Buyer is responsible for all sales, use, occupation, excise or similar tax which Seller invoices as a separate line item, unless a valid tax exemption certificate, acceptable to the appropriate taxing authorities, is provided at time of order.
 - a. Goods: Prices listed in the Quote are estimates. Seller reserves the right to modify prices based on supplier cost changes. Prices are not firm until confirmed by the suppliers at time of shipment.
 - b. Services: Prices shall be based on the applicable time and material (“T&M”) rate sheet or lump sum total figure in the Quote.
3. Delivery of Goods and Freight. Delivery shall be made via Seller's truck when at all possible, with the risk of loss on Seller until time of delivery. In the case that the Buyer is either out of Seller's delivery territory or Buyer requires the material prior to Seller's delivery date, material will be shipped via the best common carrier, f.o.b. manufacturer's facility, where the risk of loss, delay, and damage in transit is on Buyer. Seller will take commercially reasonable efforts to comply with delivery times. However, Seller may be reliant on suppliers for deliverables which may limit Seller's ability to meet requested specific delivery times. Accordingly, Seller disclaims “time is of the essence”, or other definitive delivery date/time commitments and will make deliveries as and when Seller is commercially able. Seller will communicate anticipated delivery timing as it becomes available. Any penalty clause or a liquidated damage provision for failure to meet shipment are not acceptable unless specifically approved in writing by an officer of the Seller and included in the Quote.
4. Changes. Seller shall have the right, with the prior approval of Buyer, to make changes in the Goods and to substitute equivalent Goods where such changes or substitutions are deemed necessary by Seller to prevent delays in manufacture or delivery or to improve the performance, producibility, stability, control, utility, maintenance or appearance of the Goods provided that such changes or substitutions shall not adversely affect the price, time of delivery, or performance of the equipment nor significantly affect its design, weight or balance. The cost of such changes shall be borne by Seller. Either party shall have the right to propose changes in the Goods or the Services to the other party prior to delivery provided that no such change shall be binding on either party until incorporated into a Change Order to this effect, executed by an authorized representative.
5. Held Orders. For any order held, suspended, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option:
 - a. For Goods: (i) require full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from such a delay, (ii) pass through increases in prices of Goods when suspension or hold is lifted, and/or (ii) store the Goods at the sole cost and risk of loss of the Buyer. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination. In the event of nonpayment or abandoned Goods, Seller may dispose of any stored Goods for which payment has not been received without any liability to Buyer. Buyer shall still owe for such storage fees and the contract price.



L & S Electric, Inc.
Sturtevant
10200 Durand Ave
Sturtevant, WI 53177-0398

Item 9.

- b. For Services: (i) charge for full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from the delay, including but not limited to demobilization, remobilization, hotel accommodations, travel expenses, subcontract labor cost increases, equipment rental charges, and/or (ii) extend the project schedule for additional time to perform.
6. Titles. The title to and right of possession of the Goods (or any part or portion thereof) furnished by the Seller shall remain in the Seller and the Goods shall remain personal property until paid for in full, and the Buyer shall do all acts necessary to perfect and maintain such right and title in the Seller.
7. Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE ARE HEREBY WAIVED).
- a. Goods. Seller shall assign, to the extent able, any warranty of the Goods. For that Warranty Period, the Goods shall: (i) strictly conform to the description and specifications in the Quote; (ii) be free from defects in workmanship, materials and design, to the extent designed by Seller; and (iii) be new, unless mutually agreed otherwise. Continued use or possession of the Goods after the expiration of the Warranty Period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of the Buyer, who agrees thereafter to make no further claim on the Seller.
- Non-excitation Goods: Unless the Quote states differently, the standard Warranty Period shall be one (1) year from the shipment of the Goods.
 - Excitation Goods: The Warranty Period for excitation products shall be effective for a period of two (2) years. The applicable Warranty Period shall begin after signing of the Certificate of Commercial Operation (“COCO”) or 90 days after equipment delivery, whichever is first.
 - Remedies: If a defect occurs during the Warranty Period, Buyer shall provide prompt written notice to Seller and as the sole and exclusive remedy, Seller shall repair or replace the Goods, f.o.b Seller’s factory, unless such defect was caused by an act of Buyer, including but not limited to: misuse; improper storage, maintenance, installation; unauthorized modification; or incorporation into other equipment not provided by Seller. All labor-related costs including, but not limited to: of disassembly, in-and-out charges, and transportation shall be borne by Buyer. The warranty provides for the supply of replacement hardware due to failure of components during intended operation. Labor required to replace hardware due to warranty claims shall be the responsibility of the Buyer. Costs associated with materials being damaged due to improper field installation, where installations were not performed by Seller, shall not be the responsibility of Seller.
 - Return of Goods. No Goods shall be returned to the Seller without written authorization and shipping instructions first having been obtained from the Seller under a warranty claim or due to non-conforming goods. In event of non-conforming Goods, Buyer must provide written notice to Seller within seven (7) days of delivery, and to the extent applicable, Seller shall pass through the remedies of the original equipment manufacturer.
- b. Services. Unless the Quote states differently, if Services are provided by Seller, Buyer shall, at the time of the completed Services review the work. If Buyer feels that the Services do not conform to the specifications and description in the Quote, Buyer must provide written notice to Seller to allow Seller to cure by repairing, reperforming, correcting, or replacing work that fails to conform to these warranties, including without limitation the removal of any non-conforming Services. Any Services not rejected within three (3) business days after completion shall be deemed accepted.
8. Force Majeure. The Seller will not be considered to be in default or in breach of its obligations for any delay or failure in performance under these Terms resulting from circumstances reasonably beyond the control of Seller, including but not limited to: any act of God, weather delays or nature, act of civil or military authority, embargo, public enemy, or other governmental act, regulation or request, fire, flood, epidemic, pandemic, casualties or accident, strike, slowdown or other labor difficulty, industry wide supply chain delays, delays in transportation and shortage of cars, fuel, power, labor or materials, war, riot or any other delay beyond Seller’s control that affects its ability to perform hereunder. In the event of such delay, the date of delivery and/or performance will be extended for a period equal to the time lost because of the delay. No term or condition of any Purchase Order will modify or nullify this provision. Seller shall provide written notice to Buyer within a reasonable time of the event giving rise to the claim. Seller shall exercise commercially reasonable efforts to mitigate and communicate with Buyer.
9. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THESE TERMS, WHETHER DUE TO BREACH OF CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL,



L & S Electric, Inc.
Sturtevant
10200 Durand Ave
Sturtevant, WI 53177-0398

Item 9.

INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE, OR LOSS OF ANTICIPATED BUSINESS SUFFERED OR INCURRED BY THE OTHER PARTY.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, WHERE SELLER'S LIABILITY HAS NOT OTHERWISE BEEN LIMITED AND TO THE EXTENT ALLOWED UNDER THE LAW, SELLER'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY, OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY, FOR ANY CLAIM OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ESTOPPEL, COMMON LAW, TORT, CONTRACT, OR STRICT LIABILITY, IN EQUITY, OR ANY OTHER THEORY, ARISING OUT OF, RESULTING FROM OR RELATING TO THESE TERMS, INCLUDING ANY MAINTENANCE ORDERS, SHALL NOT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY THE BUYER TO SELLER UNDER THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.
11. Mutual Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, subcontractors, ("Indemnified Parties") from any and all third-party claims, losses, expenses, costs, or damage of any kind allowed under these Terms, including reasonable outside attorneys' fees, ("Claims"), which are caused by the sole and exclusive fault of the Indemnifying Party or by another for which it is responsible. Buyer shall indemnify Seller as to any claims, losses, expenses, costs, or damage of any kind allowed under these Terms related to or resulting from Buyer's drawings, specifications, designs, uses of Goods provided hereunder, and any patent or intellectual property infringement arising therefrom.
12. Termination. Either Party may terminate these Terms or the Purchase Order, in whole or in part, for cause as of the date specified in a termination notice if the other Party: (a) files for bankruptcy; (b) breaches any other material obligation under these Terms and fails to take action to cure any such breach within ten (10) calendar days after receipt of written notification of any such breach. Either Party may terminate these Terms or the Purchase Order for convenience, in whole or in part, at any time by giving the other party at least thirty (30) days prior written notice of the termination date. In event of termination, Buyer shall make payment to the Seller for all work performed and in progress prior to the date of termination as a prorated portion of the contract price, plus reasonable wrap-up costs, including cancellation fees and restocking charges.
13. Confidential Information. "Confidential Information" means all information whether of a technical, business, financial or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plan, copyrights, trademarks, patents, promotional and marketing activities, finances and other business affairs) that is or may be disclosed or imparted by one party ("Disclosing Party") to the other ("Receiving Party"), whether or not marked "confidential", including both the existence and content of discussions between the parties with respect to a potential or actual business transaction or relationship as well as these Terms. Confidential Information may be in any written format, including an email and electronic media, or orally. The Receiving Party shall protect the Confidential Information of the Disclosing Party to the extent it would protect its own confidential information, but in no event not less than a commercially reasonable standard of care. This provision shall not apply to any information which is (i) now or becomes generally available to the public in the future, other than through acts or omissions of the Receiving Party or its Representatives in violation of these Terms, (ii) lawfully obtained by the Receiving Party from sources independent of Disclosing Party without receiving Party's knowledge of the information being governed by a confidentiality agreement or obtained under a legal or fiduciary obligation, or (iii) independently developed by the Receiving Party or the Receiving Party's Representatives without reference to the Confidential Information of the Disclosing Party. The fact that information included in the Confidential Information is or becomes otherwise available to the Receiving Party or its Representatives under clauses (i) through (iii) above shall not relieve the Receiving Party or its Representatives of the prohibitions of the confidentiality provisions of these Terms respect to the balance of the Confidential Information. If disclosure is requested under law, immediate written notice shall be provided to the Disclosing Party to allow time to seek an injunction or other protective measures, should they desire.
14. Buyer Provided Documentation. Buyer is to provide all necessary project related information prior to the project award per the Quote consistent with the mutually agreed upon schedule. Buyer is to verify the accuracy of the provided information prior to submitting it to Seller. Any discrepancies between the Buyer-supplied documentation and/or variations in actual site conditions from those indicated in the Buyer-supplied documentation as discovered during the project phase, may result in additional charges applicable via duly executed change order(s). If the Buyer supplied drawings are not verified by Seller, any design and/or drawing updates associated with said are done at the Buyer's risk, Seller shall not be responsible for any discrepancies. Seller is available to provide services on a time and materials ("T&M") basis to help verify and update the documentation. Buyer shall indemnify Seller as to any losses related to or resulting from Buyer's drawings, specifications, designs, product uses, and any patent or intellectual property infringement arising therefrom.
15. Buyer Project Support. Buyer is to provide knowledgeable operations, electrical and mechanical personnel familiar with site conditions to assist Seller's personnel during data collection site visits and project commissioning as stated in the Quote. Additional charges may result if the appropriate Buyer personnel are not available. System delays/waiting time and or weather delays, not due to Seller's equipment, should be reasonable and may result in additional charges.



L & S Electric, Inc.
Sturtevant
10200 Durand Ave
Sturtevant, WI 53177-0398

Item 9.

16. Intellectual Property. All Confidential Information, proprietary knowledge, trade secrets, business knowhow, copyrights, and other intellectual property rights owned by a party prior to this Purchase Order or created outside of this Purchase Order, shall be held and solely owned by that party (“Background Intellectual Property”). Either party may use the Background Intellectual Property of the other party only to the extent required to perform hereunder. To the extent that Background Intellectual Property is necessary to reap the benefits of this agreement, a party shall give the other party a worldwide, non-exclusive, fully paid, perpetual, non-transferable license as to the necessary Background Intellectual Property for the sole and limited purpose that the party can use the Goods as contemplated hereunder. Upon final and full payment of the purchase price, Seller hereby assigns to Buyer, to the extent able, licenses to the embedded software in the Goods, which are owned by a third party and licensed to Seller in connection with the Goods, subject to all end user licensing agreements of the third party.
- a. PLC Programming Source Code. To the extent applicable, Seller clarifies that the PLC programming source code of the governor and/or excitation control systems (“Software”) is noncommercial software that has been developed by Seller at private expense and shall not be deemed to have been produced under work produced for the equipment included in this quotation and is Seller’s Background Intellectual Property. The Software, including modifications of the Software, is restricted Software, developed at private expense and is trade secret, which is confidential, privileged and proprietary to Seller as Seller’s Background Intellectual Property. Software is being provided under restricted rights licenses. The Software delivered under these Terms may not be used, reproduced, or disclosed by Buyer except as follows. The Software may only be:
- Used or copied for use with the governor and/or excitation control system for which it was acquired;
 - Used or copied for use with a backup processor if the processor on which it was installed is inoperative;
 - Reproduced for safekeeping (archives) or backup purposes;
 - Modified, adapted, or combined with other processor software, provided that the modified, adapted, or combined portions of the derivative Software incorporating any of the delivered, processor Software shall be subject to same restrictions set forth in these Terms;
 - Disclosed to and reproduced for use by support service contractors or their subcontractors, subject to the same restrictions set forth in these Terms (except that this limitation will not apply if Seller no longer supports such Software); and
 - Used or copied for use with a replacement processor.
- b. Third Party software. Notwithstanding any other provision in these Terms or any Purchase Order, the Buyer shall have only restricted rights in the Software required to be delivered or otherwise provided to the Buyer under these Terms. Ownership of all other software, which is not Seller’s Background Intellectual Property and owned by another third party, which Seller is required to be delivered or otherwise provided to the Buyer under these Terms, will reside with the applicable third party, upon Buyer agreeing to the end user licensing agreement of the third-party software provider.
17. Successors and Assigns. These Terms shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Either party may assign with the written permission of the other party, which may be withheld for any reason.

Governing Law. All Purchase Orders shall be governed by and construed according to the laws of the State of Wisconsin.