

Rock County, Wisconsin

51 South Main Street
Janesville, WI 53545
(608)757-5518



General Services

- Facilities Management
- Maintenance
- Duplicating
- Central Stores

**GENERAL SERVICES COMMITTEE
WEDNESDAY, JUNE 15, 2016 – 8:00 A.M.
COURTHOUSE CONFERENCE CENTER – 2ND FLOOR
ROCK COUNTY COURTHOUSE-EAST**

**NOTE: Date
and Location**

Agenda

1. Call to Order and Approve Agenda
2. Citizen Participation
3. Approval of Minutes – June 7, 2016
4. Courthouse Security – Phase II Update
 - A. Potter Lawson Presentation
 - B. Discussion and Possible Action on Options
5. Update & Change Orders
 - A. Jail Shower/Cart Wash Remodel
6. Communications, Announcements and Information
7. Adjournment

Please contact Marilyn at (608)757-5510 if you are going to be late or if you will not be able to attend the meeting.

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Proposal

Thursday, June 9, 2016

Carl Varga

**PROJECT:
Rock County jail {cart wash ceiling}**

The above quoted project will be quoted as follows. Demo of existing ceiling drywall and replacement with durarock . Skim with 215 Tnemec and fiber mesh joints.

Total \$ 1,800.00

LINE ITEM

Once the drywall is removed and substrate inspected, if the existing studing need to be replaced we will replace at an hourly rate of \$ 65/hr. per man plus material not to exceed an 8hr day per man. Once drywall is removed we will bring in maintenance to do their own inspection and remove the light, shutoff and drain sprinkler line.



5113 east US Hwy 14
Janesville, Wi 53546

PHONE 608 290 3500
FAX 608 563 2416
EMAIL blastco@yahoo.com
WEB SITE badgerscc.com

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Terms and conditions:

Payment Terms Net 30 days

Finance charge of 18% A.P.R. on all unpaid PAST DUE balances. Customer assumes all legal and collection fees for judgments or collections of PAST DUE funds.

Change Orders

Badger Specialty Coatings & Construction LLC will treat as a change order any written order (including directions, instructions, interpretations or determinations) from the customer which request changes in the scope of the contract. Badger specialty Coatings & Construction llc will give the customer notice within (10) days of a change order of any resulting increase in fee. Unless the customer objects in writing within (5) days, the change order becomes a part of this agreement.

The client will not delegate, assign, sublet, or transfer any interest in this agreement without the written consent of Badger Specialty Coatings & Construction LLC.

Customer acknowledges that this agreement is fully binding upon commencement of this agreement by action of a signed copy, purchase order number or corporate contract, regardless of any other action the customer is bound by this agreement.

This document is part of Badger Specialty Coatings & Construction LLC contract and the customer agrees to hold Badger Specialty Coatings & Construction LLC and its employees, agents, and independent contractors (collectively referred to as "Badger" harmless for injuries, accidents, or medical conditions, or fatalities (collectively referred to as "injuries") that may occur as a result of or be attributed to the preparation of surface or installation of material depicted in the contract within, between you the customer and Badger Specialty Coatings & Construction LLC, and any and all related services to be provided therewith. This agreement shall serve as an acknowledgement on behalf of the Customer of the warnings by Badger that such application is best made without your employees, personal, guests or other invitees within the confines of the application area as designated and or within the premises during the aforementioned installation to avoid potential adverse effects on the customers employees, agents, invitees, independent contractors and other guests at the facility. Therefore continuation of the application without the removal of such personal will only be made by Badger with your full release of any and all liability associated with any injuries or claims that may result.

By accepting this proposal the customer agrees not to pursue any litigation against Badger related to any injuries caused by the installation. In addition, Customer agrees to indemnify Badger for any costs to defend any claims or actions related to any injuries caused by the installation, including but not limited to any and all loss, costs and expenses including, but not limited to attorney's fees which Badger Specialty Coatings & Construction LLC and its employees, agents and independent contractors may incur as a result of such legal proceedings.

The signature of the undersigned is an acknowledgement of his/her authority to act on behalf of the customer for which this installation of material was proposed, for the purposes of the above agreement and signify acceptance and consent to the above terms and conditions as well as recognition that such acceptance and consent are necessary for Badger Specialty Coatings & Construction to proceed with the installation as requested by the customer. This agreement shall be enforceable against the customer, as well as its successors and assigns.

Insurance

Badger Specialty Coatings & Construction LLC is fully insured. Proof of current insurance is provided upon request. Additionally insured provided at no extra cost.

Limitation of Liability

Subject to any limitations stated in this agreement, Customer will indemnify and hold harmless Badger Specialty Coatings LLC, Its officers, Directors, Employees, and subcontractors from and against all claims and actions, including reasonable attorney's fees arising out of damages or injuries to persons or tangible property to the extent they are caused in whole or in part by the negligence or willful misconduct of Badger Specialty Coatings LLC. Or any of its agents, subcontractors, or employees in this performance under this agreement Badger Specialty Coatings & Construction LLC will not be responsible for any loss, Damage, or liability arising from any contributing negligent acts.

Neither party will be responsible to the other for special, indirect, incidental, consequential or punitive damages, including but not limited to loss of profit, loss of investment or business interruption.



5113 east US Hwy 14
Janesville, Wi 53546

PHONE 608 290 3500
FAX 608 563 2416
EMAIL blastco@yahoo.com
WEB SITE badgerscc.com

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Commencement and completion

Commencement and Completion is always dependent on Prime Contractor and Customer preparedness, weather, Substrate and application/construction conditions, all of which are beyond our control. Delays caused by others, act of God, Strike or Dispute or any cause BSCC-LLC will not be responsible for liquidated damages due to the process of our application/construction being delayed by others as described.

OSHA and Safety

Badger specialty Coatings & Construction LLC complies fully with OSHA safety requirements in addition to state and federal guidelines all employees of Badger Specialty Coatings & Construction LLC which will be on the job site working will comply and take part in any additional safety training required by our customer. The additional training time is billable and must be mentioned in advance of creating a proposal.

Governing law and venue

This agreement and any dispute between the parties will be governed by laws of the State Of Wisconsin and shall be litigated only in the circuit court of Rock County of Wisconsin and Customer hereby consents to personal jurisdiction of said court.

Delivery: Force Majeure

- a. All prices are F.O.B. construction subject to change at any time until order is placed by customer and accepted by Badger Specialty Coatings LLC. Shipping and Delivery dates stated are approximate at Badger Specialty Coatings & Construction LLC's option, if the shipment is postponed at customers request Badger Specialty Coatings & Construction LLC may invoice for materials as if the shipment had been made with the payment terms net 30 days from this invoice date. If customer delays Badger Specialty Coatings & Constructions LLC's work or shipment. Customer will pay any expenses incurred by Badger Specialty Coatings & Construction LLC due to such delay, including but not limited to costs of storing and maintaining all materials purchased hereunder and incidental labor costs. Schedule will be deemed accordingly.
- b. Badger Specialty Coatings & Construction LLC will not be liable for any delay in performing or for partial failure to perform hereunder if such delay or failure is due to fire, flood, explosion, act of god, Force Majeure, accident, war, intervention of governmental authorities, strikes labor disputes, material shortages, transportation delays, any act or omission of customer, its agents, or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond sellers reasonable control.
- c. **Compliance with Government or industry codes**
As Government and industry codes and standards may apply differently depending on Customers use of the materials, compliance with government and industry codes and standards is solely customer's responsibility



5113 east US Hwy 14
Janesville, WI 53546

PHONE 608 290 3500
FAX 608 563 2416
EMAIL blastco@yahoo.com
WEB SITE badgerscc.com

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Badger Specialty Coatings & Construction LLC under information presented by customer determined a lump sum of

Finance charge of 18% A.P.R. on all unpaid PAST DUE balances. Customer assumes all legal and collection fees for judgments or collection of past due funds

Acceptance _____

Date _____

Sincerely,

Dan Tuescher



5113 east US Hwy 14
Janesville, Wi 53546

PHONE 608 290 3500
FAX 608 563 2416
EMAIL blastco@yahoo.com
WEB SITE badgerscc.com