



# Solid Waste Management Board Meeting

Tuesday, January 17, 2023 – 11:00 a.m.

Barron County Government Center – Room 2151

335 East Monroe Avenue – Barron, Wisconsin 54812

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## AGENDA

1. Call to Order
2. Public Meeting Notification
3. Special Matters and Announcements (Non-Action Items)
4. Approve Agenda
5. Public Comment
6. Approve Minutes of January 3, 2023
7. Resolution Authorizing \$300,000 Loan from the General Fund to the Waste to Energy Fund for Additional Fixed Assets and Other Pertinent Costs for the Acid Gas Removal System to be Installed in 2023
8. Staff Reports & Updates
  - a. 2022 Stack Test – DNR Conversation
9. Suggestions for Future Agenda Items
10. Set Date for Next Meeting
11. Adjournment

**PLEASE CALL 715-537-6841 IF YOU ARE UNABLE TO ATTEND**

cc: Gores, Hanson, Schradle, Olson, Rogers, Fowler, Heil, North, Skaar, Okey, Administrator, Corp Counsel, Finance Director, Website & 3 Public Postings

*Any person with a qualifying disability under the Americans with Disabilities Act and requires the meeting or materials at the meeting to be in an accessible format must contact the County Clerk's office at 715-537-6200 at least 24 hours prior to the meeting so that arrangements can be made to accommodate your request.*



# Solid Waste Management Board Meeting

Tuesday, January 3, 2023 – 10:00 a.m.

Barron County Government Center – Room 2151  
335 East Monroe Avenue – Barron, Wisconsin 54812

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## MINUTES

**Members Present:** Bob Heil, Bob Rogers, Burnell Hanson, Terry Skaar, Dan North, Bill Schradle, Jim Gores, Pete Olson

**Virtual Attendance:** None

**Other Present:** Jeff French, Louie Okey, Jodi Busch, Wendy Coleman, Brent Bohn, Andy Hanson, Bob Zientara (Newshield)

The Solid Waste Management Board meeting was called to order by Chair Schradle at 10:00 a.m. on Tuesday, January 3, 2023.

The public meeting notification was provided by French confirming compliance with open meeting requirements.

There were no special matters or announcements.

**Motion:** (Rogers / Hanson) to approve the agenda as presented. Carried

There were no comments from the public.

**Motion:** (Gores / North) to approve the minutes of December 6, 2022 as presented. Carried

Olson arrived at 10:03 a.m.

**2022 Financial Update:** Busch reviewed the Recycling fund financials through November. There are no concerns with the Recycling fund. Waste to Energy fund financials were reviewed through November. The Waste to Energy fund currently has an operating income and looks strong going into the end of the year.

**Stack Testing Methodology:** Bohn reviewed a handout going over the 2022 stack test regarding the Dibenz(a,h)anthracene and Benzo(a)pyrene testing levels and the DNR testing limits. Wisconsin is the only State requiring this testing and it is not required by the EPA. Discussed options to retest or choose to follow LAER (lowest achievable emission rate). Staff are working with Foth Engineering and the DNR on the best option moving forward. Discussion. **Motion:** (Gores / Skaar) to direct staff to work with Foth and the DNR to develop a plan to move forward. Carried

**Xcel Energy Power Purchase Agreement:** Bohn gave an update on the negotiations and the new one-year agreement that went into effect on 1-1-2023. Discussion.

## Staff Reports & Updates

- Ash Testing for Further Uses – University of Illinois: Bohn gave an update on the testing study that began about a year ago. Their initial report is promising for potential uses of the ash in concrete in the future.
- Acid Gas Removal System Progress Update: Bohn is working with Air Clean Energy on finalizing the contract for the project. Performance bond is currently the sticking point which was not in the initial RFP. Bohn will work with French and Muench prior to finalizing the contract.
- Hydroponics Study: No new information at this time. Item will be brought back if we are contacted in the future.
- Flow Control Ordinance: Bohn submitted the request to extend the flow control ordinance. Waiting to hear back from DNR.
- Methane Gas – India Landfills: French reviewed a recent article regarding levels of methane which are far higher than the United States.
- State Trust Fund Loan - Documents have been submitted and payment should be coming soon.

There were no questions or concerns on the voucher edit lists.

Suggestions for Future Agenda Items: testing methodology, acid gas removal project update

Set Date for Next Meeting: February 7, 2023 at 10:00 a.m.

The Solid Waste Management Board adjourned by unanimous consent at 10:50 a.m.

Minutes submitted by:  
Wendy Coleman, Executive Assistant

***Minutes are not official until approved by the Solid Waste Management Board at their next meeting.***

BARRON COUNTY RESOLUTION NO. 2023 - \_\_\_\_\_

**Resolution Authorizing \$300,000.00 No Interest Loan from the General Fund  
Unassigned Fund Balance to the Waste to Energy Fund for Additional Fixed Assets  
and Other Pertinent Costs for New Acid Gas Removal System to be Installed in  
2023**

**TO THE BARRON COUNTY BOARD OF SUPERVISORS:**

1  
2       **WHEREAS**, new and relevant information, pertaining to additional fixed asset  
3 improvements has been received as it pertains to the new Acid Gas Removal System to be  
4 installed in the Barron County Waste to Energy Plant in 2023; and  
5

6       **WHEREAS**, attached to this Resolution is a detail of those requested fixed asset  
7 and performance bond expenditures totaling, \$272,500.00; and  
8

9       **WHEREAS**, in the opinion of WTE Director Bohn, these costs are necessary as  
10 part of the new Acid Gas Removal System which is scheduled to be installed in 2023; and

11       **WHEREAS**, this resolution was approved by the Solid Waste Management Board  
12 on January 17, 2023 on a vote of       , with       voting in favor and       against.  
13

14       **NOW, THEREFORE, BE IT RESOLVED**, that with passage of this Resolution,  
15 the Barron County Board of Supervisors does hereby authorize a no-interest loan from the  
16 Unassigned Fund Balance of the General Fund to the Waste To Energy Fund (WTE) in an  
17 amount not to exceed, \$300,000.00; and  
18

19       **BE IT FURTHER RESOLVED**, that the WTE Fund be required to pay back said  
20 amount in a time period not longer than ten (10) years; and  
21

22       **BE IT FURTHER RESOLVED**, that the County Finance Director is authorized  
23 to amend the 2023 Budget in accordance with the passage of this Resolution; and  
24

25       **BE IT FURTHER RESOLVED**, that publication of this resolution may occur  
26 through posting in accordance with Section 985.02 of the Wisconsin Statutes.  
27

**BARRON COUNTY RESOLUTION NO. 2023 - \_\_\_\_\_**

**Resolution Authorizing \$300,000.00 No Interest Loan from the General Fund Unassigned Fund Balance to the Waste to Energy Fund for Additional Fixed Assets and Other Pertinent Costs for New Acid Gas Removal System to be Installed in 2023**

**OFFERED THIS 23<sup>rd</sup> day of January, 2023**

<p>Number of readings required: One <input checked="" type="checkbox"/> Two ( )</p> <p>Vote required for passage: Majority ( ) 2/3 Entire Board (20) <input checked="" type="checkbox"/></p> <p>Source of funding: Budgeted ( ) General Fund <input checked="" type="checkbox"/> Grant ( ) Contingency ( ) Other <input checked="" type="checkbox"/> Details: General Fund Unassigned Fund Balance</p> <p>Fiscal impact: - Current year total amount: \$ 300,000.00 - Future years total amount: \$ Loan repayment - Effect on tax levy – current year - \$ -0- - Effect on tax levy – future years - \$ -0-</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by:</p> <p>_____ Jeffrey French, Administrator</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Committee Chair</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted ( ) Failed ( ) Tabled ( )</p>
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TOTAL BORROWED \$ 4,000,000.00

MERF CAPITAL IMPROVEMENT- AGRS - 703-829-040

Date Ordered / Purchased	Vendor	Date Received	Description	Total Cost	PO #
TRANSACTIONS COMPLETED OR IN PROCESS					
5/11/2022	FOTH		Assistance with RFP (PO 7502)	\$ 4,173.25	7502
10/27/2022	EJCDC	10/27/2022	C-700 General Conditions	\$ 264.00	CC
10/27/2022	EJCDC	10/27/2022	C-520 Agreement between Owner and Contractor	\$ 144.00	CC
11/18/2022	FOTH		Assistance with RFP (PO 7502)	\$ 10,049.31	8478
12/16/2022	FOTH		Assistance with RFP (PO 7502)	\$ 3,486.34	8550

ASSUMPTIONS / ESTIMATES					
???	FOTH	???	Assistance with Construction (PO 8515)	\$ 42,500.00	
???	Elemental Air	???	Stack Testing	\$ 45,000.00	
			Air Compressor	\$ 25,000.00	
			bond	\$ 160,000.00	
			AGRS System (total)(including 2nd id fan)	\$ 4,118,323.00	
SUB TOTAL				\$ 4,408,939.90	
BORROWED				\$ 4,000,000.00	
TOTAL				\$ (408,939.90)	PAID FOR BY WTE FUND
BUDGET				\$ 4,118,323.00	
UNDER (OVER) INITIAL PROPOSED \$4,118,323 TO COUNTY BOARD				\$ (290,616.90)	



# AIA DOCUMENT A312-2010

## **Performance Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description: *(Name and Location)*

**BOND**

Date:

Amount:

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY—Name, Address and telephone*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or Other Party)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:



# AIA DOCUMENT A312-2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description: *(Name and Location)*

**BOND**

Date:

Amount:

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

**FCCI Insurance Company**

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY—Name, Address and telephone*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or Other Party)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

**WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION**

**BUILDERS RISK / RENOVATION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following coverage parts:

This endorsement applies only to the following building renovation/construction project listed below. The limit of coverage provided by this endorsement is specifically stated below and is subject to the deductible applicable to the Building, Personal Property and Property in the Open stated in the policy.

Name of building project: _____	
Start Date: _____	Estimated Completion Date: _____
Location of Project: _____	
Value of Project: _____	
Additional Premium Charge for endorsement: _____	

**GENERAL CONDITIONS U. OTHER INSURANCE 3. Other Insurance is amended to also include:**

4. If there is any insurance policy, other than this policy, covering loss of or damage to the property from any peril(s) "covered" under this policy, coverage under this policy is excess over coverage provided under the other policy. This policy does not provide coverage until such other insurance has been exhausted. This policy does not provide coverage, in any circumstance, for payment of any deductibles under other policies.

Coverage under this endorsement will cease when any one of the following first occurs:

1. The policy is cancelled or expires;
2. Your interest in the property ceases;
3. You abandon the construction project with no intent to complete it;
4. 60 days after construction is completed

**PROPERTY COVERAGE FORM – B. COVERED PROPERTY 1. COVERED PROPERTY is amended to also include:**

- a. Building(s)

(5) c. "Building Materials" and Personal Property that you own and is intended for use in the construction or occupancy of the "buildings and structures" listed on this endorsement.

Personal Property includes: building contents, equipment and supplies; drawings and plans; and personal property you own in the care and custody of the builder or subcontractor, if intended for use in the construction or occupancy of the buildings and structures. Personal Property does not include property of any kind owned by the contractors.

**PROPERTY COVERAGE FORM – B. COVERED PROPERTY 1. COVERED PROPERTY is amended to also include:**

g. Newly Constructed or Acquired Property –

Insurance under this Coverage for each newly constructed or acquired property will end when any of the following first occurs: **the following sentence is hereby deleted:**

- (2) 120 days expire after the insured acquires or begins to construct the building(s)

**PROPERTY COVERAGE FORM – G. DEFINITIONS is amended to also include:**

17. "BUILDING MATERIALS" – materials and supplies that are not attached; fixtures and machinery; and equipment used to service the buildings and structures that are intended for use in the construction or occupancy of the buildings and structures. Building materials also includes building materials in the custody of the builder or their subcontractor, if intended for use in the construction or occupancy of the buildings and structures and not covered by other insurance.

**PROPERTY COVERAGE FORM – D. EXCLUSIONS is amended to also include:**

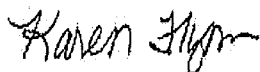
This policy will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

- 1. e) Wear and tear; extreme temperatures; dampness or dryness of atmosphere; deterioration; rust of corrosion; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from industrial or agricultural operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects or birds; unless loss by a peril not excluded under the policy and/or endorsement results and then this policy will be liable for only such resulting loss;

NAMED INSURED: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

ENDORSEMENT EFFECTIVE DATE: \_\_\_\_\_ ENDORSEMENT NUMBER: \_\_\_\_\_

POLICY PERIOD: \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date