



CITY OF GLENDALE

5909 N. Milwaukee River Pkwy, Glendale, WI 53209

Inspection Department: (414)-228-1708

PE15-0103

Issued: 04/02/2015
Expires: 12/04/2016

ELECTRICAL PERMIT

Electrical

This permit conveys no right to occupy any STREET, ALLEY, or SIDEWALK, or any part thereof either temporarily or permanently.

Type of Construction: Commercial Occupancy Group: _____ CC: _____

LOCATION	OWNER	APPLICANT
5631 N Bayshore Dr Parcel: 1668991013	Olshan Properties 600 Madison Ave New York NY 10022 Email: Phone: (212) 935 1330 Fax: (212) 832 5369	NSI Electrical Contractors, Inc. 16025 W Ryerson Rd New Berlin WI 53151 Email: kyle@nsielectric.com Phone: 4147614660 Fax:

Project Information:	Total Sq Ft	Type	Stories	Construction Value
	0	Commercial	0	\$40,000.00

Contractor	NSI Electrical Contractors, Inc.			
	Lic - 349347	16025 W Ryerson Rd	New Berlin WI 53151	4147614660
Lic/Qual	Balthazor, Andrew L	Lic - 160592	Exp - 06/30/2021	

Work Description: Generator install

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
16. Each Generator, Transformer, Reactor	Standard Item	40.00	\$80.00
40% Electrical Administrative Fee	Standard Item	1.00	\$32.00

The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit created no legal liability, express or implied, of the Department, Municipality, Agency or Inspector; and certifies that all the above information is accurate. Have Permit/Application number and address when requesting inspections. Call (262) 420-4732 or email WInspections@safebuilt.com Give at least 24 hours notice on all inspections. No refunds/credits after permit has been issued.

Fee Total:	\$112.00
Amount Paid:	\$112.00
Balance Due:	\$0.00

Inspections: 04. Final Inspection

This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State and Local Building and Zoning Codes.

P. Launer

Permit Issued by Municipal Agent
Certification No.

Electrical Permit | PE15-0103**Property Information**

1668991013	5631 N Bayshore Dr	Subdivision:	
		Lot:	Block:

Name Information

Owner:	Olshan Properties	Phone:	(212) 935 1330
Occupant:	Silver Spring Parking Garage	Phone:	
Applicant:	NSI Electrical Contractors, Inc.	Phone:	4147614660
Contractor:	NSI Electrical Contractors, Inc.	Phone:	4147614660
Licensee:	Balthazor, Andrew L	Phone:	4147614660
License Issued:			
License Expires:	06/30/2021		

Permit Information

Date Issued:	04/02/2015	Date Expires:	12/04/2016	Status:	FINALED
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Work Description:
Generator install

Stipulations:

Final Inspection | Andy Borgealt

Status:	Completed	Result:	Approved
Scheduled:	05/29/2015 10:00 AM	Completed:	06/08/2015 12:02 PM

Rough Inspection | Andy Borgealt

Status:	Completed	Result:	Approved
Scheduled:	05/12/2015 07:40 AM	Completed:	05/20/2015 12:34 PM

Fee Information

Standard Item	16. Each Generator, Transformer, Reactor	40.00	80.00
Standard Item	40% Electrical Administrative Fee	1.00	32.00

Silver Springs Parkery Georgetown

Call (262) 544-8280 or 1-800-422-5220 INDEPENDENT INSPECTIONS, LTD.	UNIFORM ELECTRICAL PERMIT APPLICATION	PERMIT NO. P-15-0103 TAX KEY #
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ISSUING MUNICIPALITY	CITY OF GLENDALE	PROJECT LOCATION (Building Address)	5800 N. BAYSHORE DR.
		PROJECT DESCRIPTION	GENERATOR INSTALL <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> ONE & TWO FAMILY

Owner's Name BAYSHORE TOWN CENTER	Mailing Address - Include City & Zip 600 MADISON AVE. 14th FL. NY, NY 10022	Telephone - Include Area Code 212-935-1330
Contractor's Name NSI ELECTRICAL CONT.	Mailing Address - Include City & Zip 16025 W. RYERSON RD NEW BERLIN WI 53151	Telephone - Include Area Code 414-761-4660
Estimated Cost 40,000	Glendale License Number 160592	

SCHEDULE OF INSPECTION FEES		EACH	COUNT	FEE
1 & 2 FAMILY - NEW BUILDING/ADDITION	Base Fee	\$35.00		
	Plus .....	.04/Sq. Ft. For All Areas	_____ Sq. Ft.	_____
COMMERCIAL - NEW BUILDING/ADDITION	Base Fee	\$45.00		
	Plus .....	.05/Sq. Ft. For All Areas	_____ Sq. Ft.	_____

REPLACEMENT, MODIFICATIONS AND MISC. ITEMS - BOTH 1 & 2 FAMILY & COMMERCIAL			
1. Light, switch, and convenience outlet .....	.60	_____	_____
2. Power receptacle over 150 volts, first 30 amps	6.00	_____	_____
over 30 amps	7.00	_____	_____
3. Lighting fixtures - Incandescent .....	.60	_____	_____
4. Tubular lamp, such as fluorescent, per tube .....	.60	_____	_____
5. Arc light, search light, flood light, mercury light pole base and poles	5.00	_____	_____
6. Temporary service and temporary wiring installation	30.00	_____	_____
7. Service switch, each or alteration thereof first 200 amperes	30.00	_____	_____
over 200 amperes - additional per 100 amps or a fraction thereof	14.00/100 amps	_____	_____
Total amperes _____			
8. Range, oven, clothes dryer, dishwasher, disposal, water heater	7.00	_____	_____
9. Refrigeration unit up to 5 HP plus 1.00 per HP over 5	6.00/mh.	_____	_____
10. Residential gas burner, oil burner, electrical furnace	7.00	_____	_____
11. Air conditioner up to 5 ton plus 1.00 per ton over 5 ton	7.00	_____	_____
12. Combination heating and air conditioning unit up to 5 ton	12.00	_____	_____
over 5 ton	25.00	_____	_____
13. Feeder, subfeeder, and raceway - per 100 ampere capacity, or fraction thereof	7.00/100 amps	_____	_____
14. Each motor, per HP or fraction thereof	2.00/HP	_____	_____
15. Dispenser - gasoline, fuel oil, permanent vending machines, and well pump	10.00	_____	_____
16. Each generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace	2.00/kw	40	80
17. Electric unit heating device (including remote thermostat)	2.00	_____	_____
18. Dimmer and rheostats	2.60	_____	_____
19. Swimming pool (Electrical wiring and grounding)	40.00	_____	_____
20. Sign - Fluorescent, neon or incandescent	30.00	_____	_____
21. Strip lighting, plug-in strip, tray duct wire way, gutter .....	.50 ft.	_____	_____
22. Audible or visual electric signal or communication device	3.00	_____	_____
23. Fans - Bath - paddle and miscellaneous under 1 HP	3.00	_____	_____
24. Hydro Massage & Hot tubs	18.00	_____	_____
25. Photo cell, clocks, smoke detectors	7.00	_____	_____
26. Fire alarm	20.00	_____	_____
27. Exit light	7.00	_____	_____
28. Approved assembly's Not Included above and others	30.00	_____	_____
29. Other (Specify)	30.00	_____	_____

Minimum Permit Fee Residential \$40.00 + 40% Commercial \$50.00 + 40%	Failure to call for Inspection \$50.00 1st Violation + 40%	ALL PERMITS ADD 40%
Re-inspection Fee \$50.00 Each + 40%	\$100.00 2nd Violation + 40%	INSPECTIONS NEEDED
Failure to Obtain Permit Double Fee	\$150.00 3rd & Subsequent Violation + 40%	<input checked="" type="checkbox"/> Rough <input type="checkbox"/> Service <input checked="" type="checkbox"/> Final

The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit creates no legal liability, express or implied, of the Department, Municipality, Agency or Inspector and certifies that all the above information is accurate.
 Have Permit/Application number and address when requesting inspections, call (262) 544-8280 or 1-800-422-5220. Give at least 24 hours notice on all inspections.

SIGNATURE OF APPLICANT _____ DATE _____

FEES:	RECEIPT:	PERMIT EXPIRATION:	PERMIT ISSUED BY MUNICIPAL AGENT:
Inspection Fee 80	CK# 800103	Permit expires 18 months from date issued unless otherwise noted below:	Name _____
40% Adm. Fee 32	Date 3-19-15		Date _____
Other _____	Am't 112.00		Certification No. _____
Total \$112.00	Rec. By <i>[Signature]</i>		



CITY OF GLENDALE
CITY SERVICES

5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209-3815

March 24, 2015

NSI Electrical Contractors, Inc
16025 W Ryerson Rd
New Berlin, WI 53151

Reference: 5800 N Bay Shore, Generator Application

To Whom It May Concern,

The Electrical Permit Application submitted for a generator at 5800 N Bay Shore Dr. has been put on hold.

The following information is being requested prior to issuance of the permit:

Approval letter from the property owner for the placement of a generator on the property

A detailed site plan showing the location and surrounding buildings and uses

Once the items listed above are provide, the City of Glendale will conduct a review for compliance to all relative Municipal Codes and Ordinances.

If you have any questions, please feel free to contact me during my office hours.

Respectfully,

Paul Launer
City of Glendale Primary Inspector
Office Hours Weekdays:
8:30 am to 10:00 am and
3:00 pm to 4:30 pm
414-228-1708
p.launer@glendale-wi.org

cc Collin Johnson

Silver Spring Parkway Garages

Call (262) 544-8280 or 1-800-422-5220 INDEPENDENT INSPECTIONS, LTD.	UNIFORM ELECTRICAL PERMIT APPLICATION		P-15-0103 PERMIT NO.
ISSUING MUNICIPALITY CITY OF GLENDALE	PROJECT LOCATION (Building Address)	5800 N. BAYSHORE DR.	
	PROJECT DESCRIPTION	GENERATOR INSTALL <small>IF COMMERCIAL</small> <small>IF ONE & TWO FAMILY</small>	
Owner's Name BAYSHORE TOWN CENTER	Mailing Address - Include City & Zip 600 MADISON AVE, 14th Fl. NY, NY 10022	Telephone - Include Area Code 212-935-1330	
Contractor's Name NSI ELECTRICAL CONT.	Mailing Address - Include City & Zip 16025 W. RYERSON RD NEW BERN NJ 08851	Telephone - Include Area Code 914-761-4660	
Estimated Cost 40,000	Glendale License Number 160592		

SCHEDULE OF INSPECTION FEES	EACH	COUNT	FEE
1 & 2 FAMILY - NEW BUILDING/ADDITION	Base Fee \$35.00 Plus ..... .04/Sq. Ft. For All Areas	_____ Sq. Ft.	_____
COMMERCIAL - NEW BUILDING/ADDITION	Base Fee \$45.00 Plus ..... .05/Sq. Ft. For All Areas	_____ Sq. Ft.	_____

REPLACEMENT, MODIFICATIONS AND MISC. ITEMS - BOTH 1 & 2 FAMILY & COMMERCIAL			
1. Light, switch, and convenience outlet .....	.60		
2. Power receptacle over 150 volts, first 30 amps	6.00		
over 30 amps	7.00		
3. Lighting fixtures - Incandescent .....	.60		
4. Tubular lamp, such as fluorescent, per tube .....	.60		
5. Arc light, search light, flood light, mercury light pole base and poles	5.00		
6. Temporary service and temporary wiring installation	30.00		
7. Service switch, each or alteration thereof first 200 amperes	30.00		
over 200 amperes - additional per 100 amps or a fraction thereof	14.00/100 amps		
total amperes _____			
8. Range, oven, clothes dryer, dishwasher, disposal, water heater	7.00		
9. Refrigeration unit up to 5 HP plus 1.00 per HP over 5	6.00/mh.		
10. Residential gas burner, oil burner, electrical furnace	7.00		
11. Air conditioner up to 5 ton plus 1.00 per ton over 5 ton	7.00		
12. Combination heating and air conditioning unit up to 5 ton	12.00		
over 5 ton	25.00		
13. Feeder, subfeeder, and tapaway - per 100 ampere capacity, or fraction thereof	7.00/100 amps		
14. Each motor, per HP or fraction thereof	2.00/HP		
15. Dispenser - gas/oil, fuel oil, permanent vending machines, and well pump	10.00		
16. Each generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace	2.00/kv	40	80
17. Electric unit heating device (including remote thermostat)	2.00		
18. Dimmer and thermostats	2.50		
19. Swimming pool (electrical wiring and grounding)	40.00		
20. Sign - fluorescent, neon or incandescent	30.00		
21. Strip lighting, plug-in strip, hot/rod duct wire way, gutter .....	.50 ft.		
22. Audible or visual electric signal or communication device	3.00		
23. Fans - Bath - Packets and miscellaneous under 1 HP	3.00		
24. Hydro Massage & Hot tubs	18.00		
25. Photo cell, clocks, smoke detectors	7.00		
26. Fire alarm	20.00		
27. Exit light	7.00		
28. Approved assembly's Not included above and others	30.00		
29. Other (Specify)	30.00		

Minimum Permit Fee Residential \$40.00 + 40% Commercial \$50.00 + 40%	Failure to call for inspection \$50.00 1st Violation + 40%	ALL PERMITS ADD 40%
Re-inspection Fee \$50.00 Each + 40%	\$100.00 2nd Violation + 40%	INSPECTIONS NEEDED
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SIGNATURE OF APPLICANT: [Signature] DATE: _____

FEES:	RECEIPT:	PERMIT EXPIRATION:	PERMIT ISSUED BY MUNICIPAL AGENT:
Inspection Fee <u>80</u>	CK# <u>8012103</u>	Permit expires 18 months from date issued unless otherwise noted below:	Name _____
40% Adm. Fee <u>32</u>	Date <u>3-19-15</u>		Date _____
Other _____	AmI <u>112.00</u>		Certification No. _____
Total <u>112.00</u>	Rec. By <u>[Signature]</u>		



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414-228-1708
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cc Collin Johnson

Silver Spring Parkway Greenvale

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over 5 ton	25.00	_____	_____
13. Feeder, subfeeder, and raceway - per 100 ampere capacity, or fraction thereof	7.00/100 amps	_____	_____
14. Each motor, per HP or fraction thereof	2.00/HP	_____	_____
15. Dispenser - garbage, fuel oil, permanent vending machines, and well pump	10.00	_____	_____
16. Each generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace	2.00/kw	40	80
17. Electric unit heating device (including remote thermostat)	2.00	_____	_____
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19. Swimming pool (electrical wiring and grounding)	40.00	_____	_____
20. Sign - fluorescent, neon or incandescent	30.00	_____	_____
21. Strip lighting, plug-in strip, trolley duct wire way, gutter50 ft.	_____	_____
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Failure to Obtain Permit Double Fee \$150.00 3rd & Subsequent Violation + 40%	<input checked="" type="checkbox"/> Rough <input type="checkbox"/> Service <input checked="" type="checkbox"/> Final

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 Have Permit/Application number and address when requesting inspections, call (262) 544-8280 or 1-800-422-5220. Give at least 24 hours notice on all inspections.

SIGNATURE OF APPLICANT: [Signature] DATE: _____

FEES:	RECEIPT:	PERMIT EXPIRATION:	PERMIT ISSUED BY MUNICIPAL AGENT:
Inspection Fee <u>80</u>	CK# <u>8128703</u>	Permit expires 18 months from date issued unless otherwise noted below:	Name _____
40% Adm. Fee <u>32</u>	Date <u>3-19-15</u>		Date _____
Other _____	Ami <u>112.00</u>		Certification No. _____
Total <u>112.00</u>	Rec. By <u>[Signature]</u>		

This contract ("Contract") made as of the 20th day of January in the year two thousand fifteen.

BETWEEN

Owner Bayshore Town Center LLC
c/o Olshan Properties
600 Madison Avenue, 14th Floor
New York, NY 10022
(212) 935-1330

and the Contractor: NSI Electrical Contractors, Inc.
1213 West Mallory Ave.
Milwaukee, WI 53221
(414) 761-4660
Attn: Nick Semenske

Contractor Services Generator Installation Services in accordance with and as set forth in the Proposal dated February 6, 2015 (Exhibit A, the proposal), attached hereto and incorporated herein as if fully set forth herein except as modified by or inconsistent with this Contract. The terms and provisions of this Contract shall control over any inconsistent provisions in the attached Proposal.

Project Location: Bayshore Town Center
5800 N. Bayshore Dr.
Milwaukee, WI 53217
(414) 332-8136

The Owner and the Contractor agree as set forth below:

The Work:

Contractor represents, warrants and agrees that it has visited the Project Location and is completely familiar with the physical and structural conditions and layout of the Project Location. The term "Work" means the full scope of services as set forth and outlined in the attached Proposal except as modified by or inconsistent with this Contract. The terms and provisions of this Contract shall control over any inconsistent provisions in the attached Proposal.

All Work shall be done to Owner's full satisfaction and no change orders or additional Work will be permitted or paid for by Owner or due Contractor without the prior written approval of Owner. The Contractor shall obtain all licenses and permits, if and as required by any applicable governmental or similar agency or authority having jurisdiction over the Project Location and/or the Work, together with the insurance coverage as described herein and evidenced by appropriate Certificates of Insurance and endorsements required as set forth herein and anything else required by Owner for completion and acceptance of the work by Owner.

Contract Documents include:

- o This Contract
- o Exhibits
 - o A) Contractor Proposal
 - o B) Site Plan
 - o C) Contractor's Insurance Certificate

TIME OF COMMENCEMENT AND COMPLETION

The Contractor covenants and agrees that the Work to be performed under this Contract shall be commenced immediately upon execution of this Contract. The Work shall be performed continuously and without interruption and be completed without delay, as soon as possible but in no event later than 45 days following

* LEAD TIME TO RECEIVE GENERATOR IS 4-WEEKS FROM ORDER DATE. GENERATOR WILL BE INSTALLED UPON DELIVERY. AWB
2-11-15

the date hereof, with the Contractor in all instances providing its own sufficient staff as its employees, sub-contractors or independent contractors ("Staff") acceptable to Owner to complete the Work in accordance with this Contract. Such Staff in no event shall be considered or deemed employees, sub-contractors or independent contractors of Owner. Notwithstanding anything herein to the contrary, no sub-contractors or independent contractors of Contractor may be engaged without the prior written approval of Owner in each instance.

The Work shall be completed using applicable best professional standards and in accordance with the requirements of all laws, ordinances, rules, or the like of any governmental or similar agency or authority. All goods or materials shall be supplied by Contractor, at its own cost, as part of the Work and shall be first rate, good condition, new and unused and shall be suitable for the purposes intended.

Contractor's failure to complete the Work within the time frame stipulated herein will be cause for Owner to immediately terminate the Work to be performed by Contractor hereunder and remove any access to the Project Location by Contractor and allow Owner to complete the unfinished Work at Contractor's sole expense. In addition to costs incurred by the Owner to complete the Work, the Contractor will also be held liable for any financial loss resulting from Contractor's failure to complete the Work on time.

CHANGE ORDERS

Prior to the Contractor proceeding with any additional Work, change order or if change directive is contemplated or proposed by the Contractor, if any, the Contractor shall be required to obtain the prior written approval from Owner in each instance. Any approval as to a written specific request shall only apply to that approval and shall not be applicable to any other Work. No compensation shall be payable or due in any event for Work not authorized in advance in writing by Owner.

CONTRACT SUM

The Owner shall pay to the Contractor for the performance and completion of authorized Work, the total Contract sum ("Contract Sum") not to exceed the amount of Sixty Three Thousand Two Hundred & Thirty Dollars (\$63,230.00). No out of pocket cost or expense will be reimbursed or paid by Owner without the prior written approval of Owner in each instance.

PAYMENTS

Contractor will submit to Owner an application for payment for the authorized Work when fully completed and if Owner has no objections and is fully satisfied with such Work in its sole discretion, Owner shall pay Contractor the Contract Sum within thirty (30) days of acceptance by Owner.

Contractor shall sign and deliver and cause each sub-contractor and any other person or entity having a direct or indirect contractual relationship with the Contractor to sign and deliver partial and final lien waivers with respect to the Work and any other additional documentation from time to time as may be requested by Owner, all which shall be a condition to payment for the Work hereunder. If any mechanics' or material men's liens are filed against the Project Location by the Contractor, sub-Contractors or any other person or entity having a direct or indirect contractual relationship with the Contractor, Contractor shall discharge such liens by payment or otherwise within 15 days after the filing thereof. In the event Contractor fails to comply with this provision and/or fails to discharge such liens by payment or otherwise within 15 days after filing of such lien(s), Contractor shall pay to Owner (i) all of the costs and disbursements of Owner, including attorney's fees, incurred by Owner in seeking the discharge of such lien(s), and (ii) all monies paid, posted or bonded by Owner to discharge such lien(s).

Payments may be withheld on account of (i) improper work; (ii) claims filed or threatened to be filed by third parties; (iii) failure of the Contractor to make payments properly to sub-contractors; (iv) damage to the Owner, the Project Location or third parties caused by the Contractor or the Work; (v) reasonable evidence that the Work will not be completed within the times set forth in the Contract; or (vi) unsatisfactory prosecution and/or completion of the Work in accordance with the Contract. Contractor shall look solely to the interest of Owner in the Project Location and neither Owner, its partners, owners, members and/or managers shall have any personal liability for any payments or performance under this Contract.

PERFORMANCE

The Contractor represents, warrants and covenants to the Owner that the Work will be performed and completed using best professional standards and in complete conformance with the requirements of this Contract. Work not conforming to these requirements, including changes and/or additions not properly approved and authorized, will be considered in breach of this Contract. This Contract is not intended to be exclusive, and it is agreed by Contractor that Owner is free without responsibility to Contractor to use other parties for similar work to be performed at the Project Location at any time.

Unless otherwise provided in the Contract, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted in connection with Work pursuant to this Contract, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for governmental fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall comply with and give notices required by any law, ordinance, rule, regulations, and lawful orders, of public authorities bearing on performance and completion of the Work. Contractor will use reasonable care to prevent damage to the Project Location, but in any event, shall be responsible for any and all damages to the Project Location caused by or resulting from the Work.

The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, agents, sub-contractors and their agents, representatives and other persons performing any portions of the Work under a contract or arrangement with the Contractor. The Contractor shall provide the Owner with updated status reports as to the Work as may be requested by Owner. The Contractor shall keep the Project Location and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract and shall clean and clear waste materials and rubbish daily. At completion of the Work, the Contractor shall remove from and about the Project Location all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor will guarantee and warrant its work to be performed hereunder and shall correct any deficiencies or omissions in such work at no additional cost. No payment hereunder, shall release the Contractor from any obligation under this Contract.

INSURANCE

The Contractor and all Staff who or which are subcontractors or independent contractors of the Contractor shall procure and maintain at its or their expense, the following insurance coverages with a company or companies acceptable to Owner that are authorized to do business in the jurisdiction in which the Project Location is located in the following minimum amounts:

- a. Worker's Compensation - Statutory benefits and limits which shall fully comply with all State and Federal requirements applying to this insurance; which shall include Broad Form all states and voluntary compensation endorsements.
- b. Employer's Liability - Limits of not less than \$1,000,000 per accident, \$1,000,000 per employee and \$1,000,000 policy limit.
- c. Comprehensive General Liability - Comprehensive general liability with limits for property damage and bodily injury of \$1,000,000 per occurrence and \$2,000,000 aggregate per job or project. Coverage to include Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury, Incidental Medical Malpractice. Coverage to remain in effect for three years after Work is completed and accepted. All such insurance shall be primary and noncontributing with any insurance carried by Owner; and any similar or additional insurance maintained by Owner shall be secondary and excess to that carried by the contractor and subcontractor(s). Coverage to be written on an "Occurrence" form and name Owner, Owner's agents and mortgagee as additional insured. No deductible or self insured retention permitted. If service provided is Elevator Contractor, Snow Removal Contractor, Roofing Contractor, Guard Services, Fire Sprinkler Services, Asbestos Removal, Demolition or site work an umbrella of no less than \$5,000,000 is also required.

d. Comprehensive Automobile Liability - Including coverage for hired and non-owned automobiles; providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses with a combined single limit of \$1,000,000.

All of the above insurance policies must be placed with insurance companies licensed to do business in New York with an AM Best rating of A:VIII or better. No deductible or self insured retention permitted.

Contractor shall furnish to Owner, before commencing any Work, and annually if applicable, one or more certificates of insurance indicating (i) the types and amounts of insurance required under this Agreement (ii) the insurance company or companies carrying said coverages, (iii) the effective and expiration dates of the policies, (iv) the Owner, Mall Properties, Inc. and its mortgagee named as additional insured confirmed by endorsement (form CG 2010 for the Work and CG 2037 for completed operations where applicable) or the equivalent, (v) that 30 days advance written notice will be given to Owner of any change in or any cancellation of a policy.

INDEMNITY

Contractor shall defend, indemnify and hold harmless Owner, Mall Properties, Inc., and each of its respective members, managers, affiliates, directors, officers, employees, agents, mortgagee, representatives, contractors, invitees, concessionaries and/or licensees (collectively, "Indemnitees") from and against any and all liability, loss, claims, demands, damages, costs or expenses, including reasonable attorneys' fees, whether for personal injury, theft, property damage (including loss of use thereof) or otherwise (collectively "Claims") arising out of or from or in connection with or related to Contractor's or any of Contractor's directors, officers, members, employees, agents, contractors, subcontractors, representatives, invitees, concessionaires and/or licensees (collectively "Contractor's Agents") performance or non-performance of the Work or if caused by, related to as a result of the negligence or misconduct of Contractor or any Contractor's Agents. If any claim, action or proceeding is brought against Owner or any Indemnitees by reason of any claims, Contractor upon written demand from Owner or any Indemnitee shall defend the same at Contractor's sole cost and expense by counsel reasonably satisfactory to Owner.

HAZARDOUS MATERIALS

Contractor shall identify to Owner, in advance of delivery of any Hazardous Materials Incorporated in, used or associated with the Work, and in any event, shall only use any such Hazardous Material permitted under Environmental Laws in the limits permitted, if any, and dispose of all Hazardous Materials utilized, transported, generated or released in connection with the Work, in accordance with all Environmental Laws and any other applicable laws, rules and regulations. Prior to, and in connection with the delivery of any Hazardous Materials to the Project Location, the Contractor shall complete and deliver to Owner, in accordance with applicable laws, rules and regulation, a material safety data sheet (MSDS) with respect to such Hazardous Materials. "Hazardous Materials" shall mean any substance which is controlled, regulated or prohibited under any Environmental Law. "Environmental Law(s)" shall mean any local, State and Federal Law relating to the environment and environmental conditions.

INDEPENDENT CONTRACTOR

Contractor shall for all purposes be an independent contractor of the Owner and not an agent or employee of either the Owner or any managing agent or affiliate of Owner and nothing herein shall be construed as creating any other relationship between the parties hereto including, but not limited to a partnership, an agency relationship, or a joint venture. Neither Contractor nor any Staff shall be deemed for any purpose to be an employee or agent of Owner, or any managing agent or affiliate of Owner.

TERMINATION

This Contract may be canceled and terminated by the Owner at any time for any reason or for no reason whatsoever on two (2) days notice or immediately for failure to complete the Work in the stipulated time frame, and thereafter Contractor shall terminate all Work and remove any of its unused materials, workmen, tools and those of any sub-contractor from the Project Location. In the event of any such termination, Owner shall only be responsible to pay for authorized work completed and approved as herein provided but unpaid through the

date of termination. Such termination shall not otherwise limit any other remedies of Owner at law or equity. The provisions of this Contract shall survive its termination for any reason.

MISCELLANEOUS

The Contractor agrees that in the event of a default by the Owner under this Contract or under any of its loan documents with its lender, if any, the Contractor shall, at the request of the Owner's lender, and provided the lender makes all current and future payments due the Contractor under this Contract, continue performance on behalf of the lender at no additional cost. If requested by the Owner's lender, the Contractor and those sub Contractors designated by the Owner's lender shall confirm this commitment directly to the Owner's lender in such form as the Owner's lender may reasonably request.

This Contract shall be construed and interpreted under the laws of the State in which the Project is located and venue shall lie in the County in which the Proposal is located. Subject to the other terms hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. This Agreement shall not be assigned by Contractor without Owner's prior written consent. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument. All notices required or permitted hereunder shall be in writing and shall be delivered personally, by overnight courier service or by certified mail, return receipt requested, to the addresses set forth above and deemed given the earlier of: (i) upon receipt of actual delivery or (ii) three (3) days after depositing same in a post office box regularly maintained by the United States Postal Service within the continental United States. The Proposal attached to this Contract are incorporated herein. In the event of any inconsistency between such Proposal and this Contract, this Contract shall control.

This Contract (together with the attached Proposal which is incorporated herein by reference as modified by this Contract) represents the entire agreement between the Owner and the Contractor. This Contract is entered into as of the day and year first written above.

NSI Electrical Contractors, Inc.

Bayshore Town Center, LLC

Sign: Andrew G. Baltazaros
Print: ANDREW L. BALTAZAROS
Title: PRESIDENT
Date: 2-11-15

Sign: [Signature]
Print: Matthew B. Winn
Title: Authorized Agent
Date: 2/24/15

Exhibit A

February 6, 2015
Bayshore Town Center
5800 North Bayshore Drive
Suite A-256
Glendale, WI 53217
Attn: Steve Wilshaw



Re: Bayshore Town Center – Silver Spring
Garage Revised

NSI Electrical Contractors, Inc. is pleased to provide you with the following proposal.

New 40kVA Generator.....\$ 63,230.00

- ** Includes a new 40kVA diesel generator.
- ** Includes all the material and labor for a turnkey install.
- ** Includes dismantling and disposal of the existing UPS system.

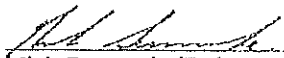
****IMPORTANT: CLARIFICATIONS AND EXCLUSIONS****

- ** This proposal was bid code compliant.
- ** The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- ** Utility charges, bonding costs and prevailing wages are not included in this proposal.
- ** Our standard terms and conditions apply.
- ** This proposal must be included as part of contract if it is awarded to NSI Electrical Contractors, Inc.
- ** All applicable sales tax and permit fees are included.
- ** All labor bid in this proposal is calculated for work done during normal business hours 7:00 a.m. to 3:30 p.m.

Note: This proposal valid for 15 days, negotiable thereafter.

SUBMITTED BY:

ACCEPTED BY:


Nick Semenske/Estimator/Project Manager

Steve Wilshaw

NSI Electrical Contractors, Inc.
Company

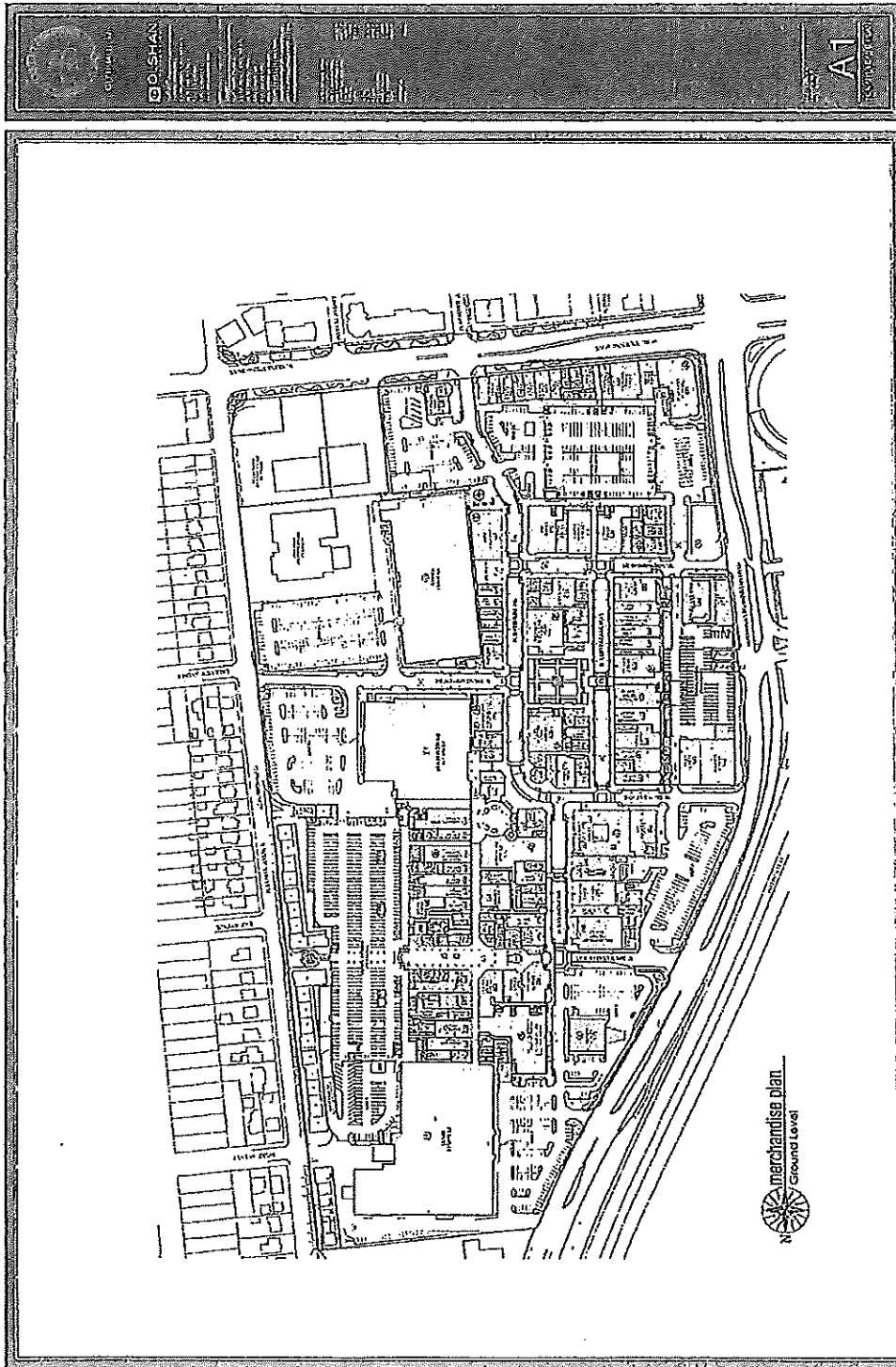
Bayshore Town Center
Company

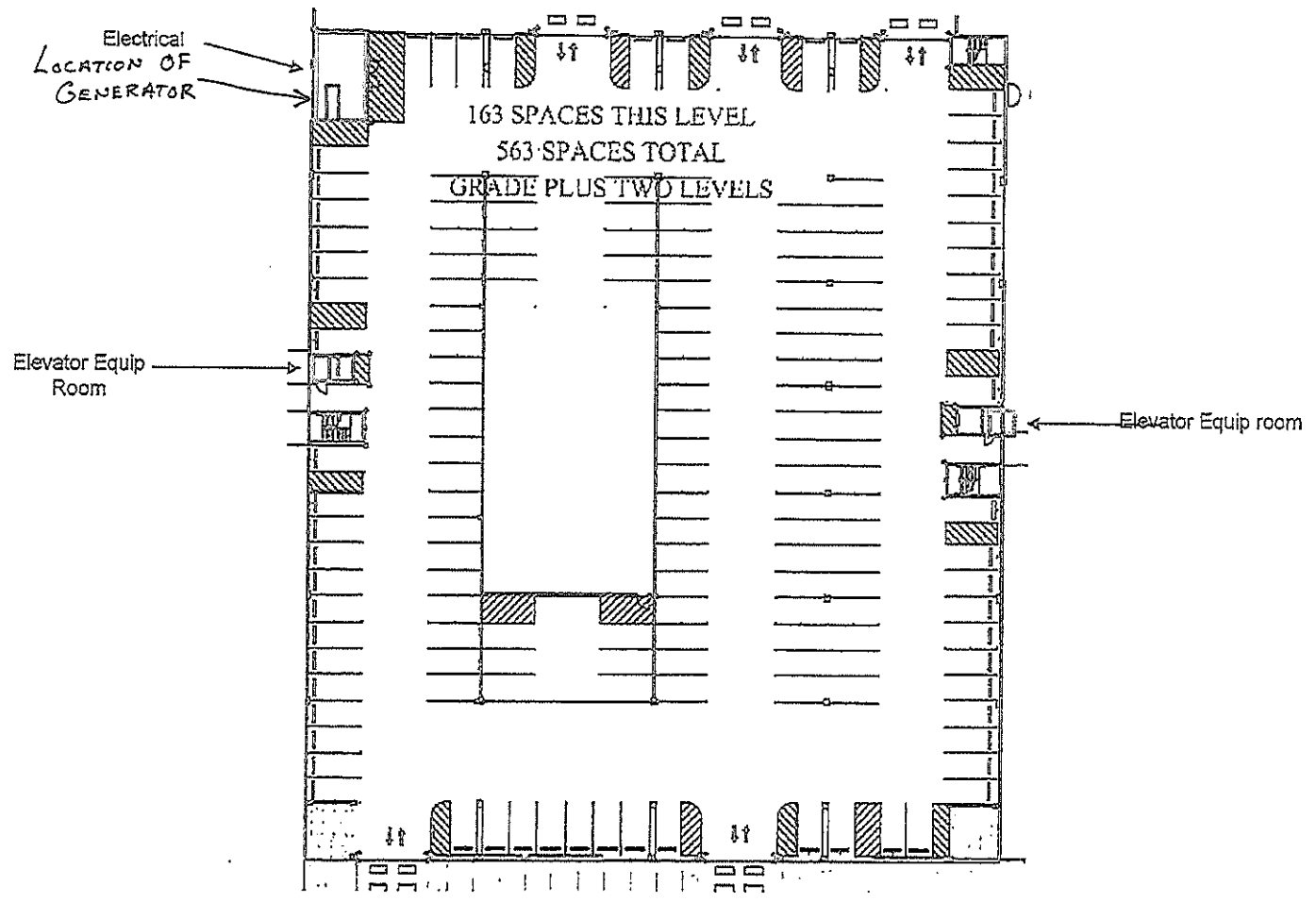
February 6, 2015
Date

Date

16025 W. Ryerson Rd.
New Berlin, WI 53151
Fax: (414) 761-4668
Phone: (414) 761-4660

Exhibit B1





South Deck, Silver Spring

Exhibit B2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2016

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).

PRODUCER HNI Risk Services PO Box 610187 New Berlin WI 53151	CONTACT NAME: PHONE (A/C, Ho, Ext): 262-782-3940 FAX (A/C, No): 262-782-4198 E-MAIL ADDRESS: certs@hni.com
	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NSI Electrical Contractors Inc. 16025 West Ryerson Road New Berlin WI 53151	NAIC #

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors E&O \$1,000,000 Limit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	BCV 1233206	1/1/15	1/1/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp \$250 Ded Ctl \$500 Ded <input checked="" type="checkbox"/>		BCV 1233206	1/1/15	1/1/16	COMBINED SINGLE LIMIT (Ex occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUV 1233208	1/1/15	1/1/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	VMV 1233207	1/1/15	1/1/16	<input checked="" type="checkbox"/> WE STAY/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property		BCV 1233206	1/1/15	1/1/16	Building 1,275,000
A	Contractors E&O		CMV 1304568	1/1/15	1/1/16	General App 1,000,000

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

Project: Bayshore Town Center, 5800 N. Bayshore Dr., Milwaukee, WI 53217
 The owner, Owner's agents and mortgagees are included as additional insureds on the General Liability on a primary and non-contributory basis.

CERTIFICATE HOLDER Bayshore Town Center LLC c/o Olshan Properties 600 Madison Avenue 14th Floor New York NY 10022	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CITY OF GLENDALE

5909 N. Milwaukee River Pkwy, Glendale, WI 53209

Inspection Department: (414)-228-1708

PP09-10-1368

Issued: 10/19/2009

Expires:

PLUMBING PERMIT

This permit conveys no right to occupy any STREET, ALLEY, or SIDEWALK, or any part thereof either temporarily or permanently.

Type of Construction: _____ Occupancy Group: _____ CC: _____

LOCATION	OWNER	APPLICANT
5631 N Bayshore Dr Parcel: 1668991013	BAYSHORE TOWN CENTER 5800 N Bayshore Dr, STE A256 Glendale WI 53217 Email: rrieves@steiner.com Phone: (414) 332 8136 Fax: (414) 332 5304	Wm A Zachow & Sons 4040 N 126th St Brookfield WI 53005 Email: dzachow@zachowplumbing.cc Phone: (262) 373 1822 Fax:

Project Information:	Total Sq Ft	Type	Stories	Construction Value
	0		0	\$0.00

Contractor	Wm A Zachow & Sons Lic - 232305	4040 N 126th St	Brookfield WI 53005 (262) 373 1822
Lic/Qual			

Work Description: 2 drains/parking structure

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
Permit Fee		1.00	\$70.00
The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit created no legal liability, express or implied, of the Department, Municipality, Agency or Inspector; and certifies that all the above information is accurate. Have Permit/Application number and address when requesting inspections. Call (262) 420-4732 or email Wlinspections@safebuilt.com Give at least 24 hours notice on all inspections. No refunds/credits after permit has been issued.		Fee Total:	\$70.00
		Amount Paid:	\$70.00
		Balance Due:	\$0.00

Inspections:

This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State and Local Building and Zoning Codes.

Permit Issued by Municipal Agent
Certification No.

Plumbing Permit | PP09-10-1368

Property Information

1668991013

5631 N Bayshore Dr

Subdivision:

Lot:

Block:

Name Information

Owner: BAYSHORE TOWN CENTER

Phone: (414) 332 8136

Occupant:

Phone:

Applicant: Wm A Zachow & Sons

Phone: (262) 373 1822

Contractor: Wm A Zachow & Sons

Phone: (262) 373 1822

Licensee:

Phone:

License Issued:

License Expires:

Permit Information

Date Issued: 10/19/2009

Date Expires:

Status: FINALED

Work Description:

2 drains/parking structure

Stipulations:

Fee Information

Permit Fee

1.00

70.00



CITY OF GLENDALE

5909 N. Milwaukee River Pkwy, Glendale, WI 53209

Inspection Department: (414)-228-1708

PP08-08-1312

Issued: 08/27/2008

Expires:

PLUMBING PERMIT

This permit conveys no right to occupy any STREET, ALLEY, or SIDEWALK, or any part thereof either temporarily or permanently.

Type of Construction: _____ Occupancy Group: _____ CC: _____

LOCATION	OWNER	APPLICANT
5631 N Bayshore Dr Parcel: 1668991013	Steiner & Associates Email: Phone: Fax:	Lagina Plumbing Email: Phone: 645-7527 Fax:

Project Information:	Total Sq Ft	Type	Stories	Construction Value
	0		0	\$0.00

Contractor	Lagina Plumbing Lic -
Lic/Qual	

Work Description: Storm sewer

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
Permit Fee		1.00	\$56.00
The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit created no legal liability, express or implied, of the Department, Municipality, Agency or Inspector; and certifies that all the above information is accurate. Have Permit/Application number and address when requesting inspections. Call (262) 420-4732 or email Wlinspections@safebuilt.com Give at least 24 hours notice on all inspections. No refunds/credits after permit has been issued.		Fee Total:	\$56.00
		Amount Paid:	\$56.00
		Balance Due:	\$0.00

Inspections:

This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State and Local Building and Zoning Codes.

Permit Issued by Municipal Agent
Certification No.

Plumbing Permit | PP08-08-1312

Property Information

1668991013

5631 N Bayshore Dr

Subdivision:

Lot:

Block:

Name Information

Owner: Steiner & Associates

Phone:

Occupant:

Phone:

Applicant: Lagina Plumbing

Phone: 645-7527

Contractor: Lagina Plumbing

Phone: 645-7527

Licensee:

Phone:

License Issued:

License Expires:

Permit Information

Date Issued: 08/27/2008

Date Expires:

Status: FINALED

Work Description:

Storm sewer

Stipulations:

Fee Information

Permit Fee

1.00

56.00
