

1825 S. WEBSTER AVENUE • GREEN BAY, WIS. 54301
TELEPHONE • (414) 435-6641

AUG 15 REC'D

AUG 16 REC'D

August 10, 1978

Oneida Tribal Development Corporation
P.O. Box 69
Oneida, WI 54155

Re: Oneida Nursing Home

Gentlemen:

Even though we are disappointed in the problems that have occurred at the Nursing Home, we are extremely pleased with the communication that we have had in recent weeks. It appears that, with continued cooperation, we can get this project closed out in the next few weeks.

As per our discussion and agreement, we propose to have the insulation problem corrected by the Vandebush Construction Company, and cost borne as follows:

1. Fill all the cores of the projecting block walls at the Bathrooms with spray type foam insulation. The cost of this item is \$1,200.00 and will be borne by O.T.D.C.
2. Remove the fascia and provide new insulation between the top of the wall and roof boards, (complete perimeter of the building). Straighten out, reinstall, and add new insulation, as required, in the attic, (both overhead and at the bottom chords of the trusses). Replace the fascia boards, (provide new boards for those that are damaged due to this work). The contractor's charge for this, including all tools and equipment, will be:

Ralph and Paul Vandebush	- \$11.00 per hour
John and Dave (Carpenters)	- \$ 8.50 per hour


O.T.D.C. will furnish all materials at the site. The cost of the labor for the Vandebush Construction Company will be borne equally by Nichols - Barone and Associates, Inc., and O.T.D.C.

3. Vandebush will not be held responsible for defective work. The Architect and O.T.D.C. will supervise the work.

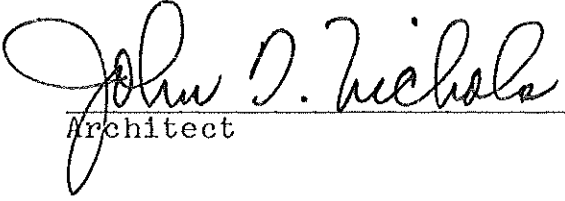
4. Vandebush can start this work on August 15, 1978,
and have it completed before September 1, 1978.

Signed by all parties:

Owner

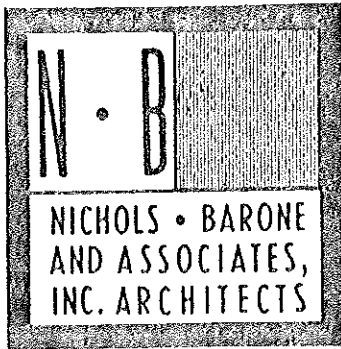


O.T.D.C.



Architect

Vandebush



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August 23, 1978

Mr. Purcell Powless
Oneida Tribe of Indians of Wisconsin, Inc.
Oneida Tribal Office
Route 4
De Pere, WI 54115

Re: Oneida Nursing Home

Dear Percy:

In the interest of getting the work completed at the Nursing Home, I recommend that we have a meeting, as soon as possible, with all parties that are involved with this project.

We are proceeding with the corrective work with the insulation around the complete perimeter of the building. After this is done, it will form a seal between the top of the walls and the roof boards. This work will be completed on or before Friday, August 25th.

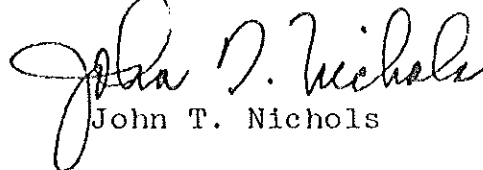
This work will not, however, correct the deficiencies of the insulation at the bottom and top chords of the trusses or in the walls. If areas are not corrected, in my opinion, the building will still be subject to freezing.

I think you are aware that HEW will not accept this project until the Punch List from this office, as well as their own list, is corrected. It is also necessary for the architect to certify that all work is in compliance with the Contract Documents. This I cannot do until the work is completed.

Please advise.

Sincerely,

NICHOLS AND BARONE


John T. Nichols

JTN:pk

cc: Mrs. Amelia Cornelius
Mr. Robert Larson
Oneida Tribal Development Corporation

ONEIDA TRIBAL DEVELOPMENT CORPORATION

P. O. BOX 69

ONEIDA, WISCONSIN 54155

August 24, 1978

Mr. John Nichols
Nichols & Associates
1825 South Webster Avenue
Green Bay, Wisconsin 54301

Dear Mr. Nichols:

We are herewith enclosing a signed copy of the agreement as prepared by you concerning the work to be done and the method to be used to complete it with the insulation in the attic, top of the walls and the block.

As per our conversation today 8/24/78 we fully understand that item #1 can not be done as is stated. However as per my request we would appreciate your advising Bill Brownson as to what should be done in these areas.

We have signed this agreement but would also like to go on record as follows:

1. It was not understood by us that OTDC was to furnish all the materials and split the cost of labor but rather that the cost of labor and materials were to have been split.
2. We are agreeing to splitting the cost of re-installing the insulation in the attic as shown per the plans and specifications. However we wish to have you note that we are in concurrence with J. J. Rouman & Associates report on this specific item.

Sincerely,

Ernest Stevens Sr.
President O.T.D.C.