

NOTICE OF AN ELECTRONIC MEETING

This meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may attend in person at the location noted on the agenda.

The public is encouraged and requested to attend via electronic means.

	Agenda Law Enforcement Center Building Committee Tuesday, March 30, 2021 at 5:00 PM Conference Call 646.876.9923 Zoom Meeting ID: 834 1566 7502 Zoom Link: https://us02web.zoom.us/j/83415667502 Health and Human Services – Community Room 303 W. Chapel Street Dodgeville, Wisconsin	Iowa County Wisconsin
For information regarding access for the disabled please call 935-0399.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order.	
2	Roll Call.	
3	Approval of meeting agenda for March 30, 2021 meeting.	
4	Approval of meeting minutes from March 9, 2021 Meeting (hand out at meeting)	
5	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
6	Consider Change Order for PR49 for \$65,253	
7	Consider Change Order PR43 for \$24,743	
8	Set next meeting date.	
9	Adjournment.	
Posting verified by the County Clerk’s Office. Kris Spurley Date: 03/25/21 Initials: KKS		

You may attend via videoconference by downloading the free Zoom program to your computer at <https://zoom.us/download> At the date and time of the meeting, you log on through the Zoom program and enter the Meeting ID from the above agenda.

You may also attend via conference call by dialing the phone number listed on the agenda above.



Kraemer Brothers, LLC | 925 Park Avenue | P.O. Box 219 | Plain, WI 53577-0219 | ph 608.546.2411 | fx 608.546.2509

March 19, 2021

Potter Lawson, Inc.
749 University Row, Suite 300
Madison, WI 53705

Attention: Mr. Lyle Leverentz

Re: Iowa County Law Enforcement
Center # 2008.01
Dodgeville, WI
Proposal Request #43 REV

Dear Mr. Leverentz:

We quote the following for changes in the work on the above referenced project:

1. Per Owner's request, provide (30) wall-mounted detention bunks, and (6) 2-person detention dayroom tables.

Summary:

Stronghold	\$23,017.00
KBI Fee 7.5%	\$1,726.00
Total ADD	\$24,743.00

Please call at your earliest convenience should questions arise on the above items.

Sincerely,

Kraemer Brothers, LLC.

Dave Vandewater
Project Manager

Cc: Jan Horsfall - Potter Lawson
Larry Bierke - Iowa County
Andy Kraemer
Ross Kraemer
John McRae

STRONGHOLD INDUSTRIES

2000 Oakes Rd. - Racine, WI 53406
Phone: (262) 886-1077 Fax: (262) 886-6072

March 19, 2021

Kraemer Brothers
925 Park Ave
P.O. Box 219
Plain, WI 53477
Attn: Dave Vandewater

Re: Iowa County LEC: **Quote for Addition Detention Bunks/Dayroom Tables**

Dear Dave:

We are pleased to quote the sum of Twenty-Three Thousand & Seventeen Dollars (\$23,017.00) to furnish and install addition detention furnishings. The changes that impact the scope of work include.

- Furnish and install (30) Wall Mounted Detention Bunks
- Furnish and install (6) 2 Person style detention dayroom tables.
- Credit (37) 16G Privacy Shields

Our proposal was calculated as follows:

Material -Bunks/Tables	-	\$ 14,320.00
Material - Anchors/Welding Supplies	-	\$ 272.00
Labor - 80 Hrs. x \$80.00	-	\$ 6,400.00
Bond	-	\$ 419.00
Overhead	-	\$ 1,606.00
Total Change Order Request	-	\$ 23,017.00

*THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS ONLY AND IS SUBJECT TO PRICE
ESCALATION ON RAW MATERIAL COSTS*

If you have any questions or need additional information, please contact us.

Sincerely,



Jack Little
Stronghold Industries, Inc.

Detention Equipment Contractor

JAILS CORRECTIONAL PRODUCTS A Division of **FABCOR, Inc.**

350 South Ohio Street, P.O. Box 58
Minster, Ohio 45865
www.fabcor.com

Phone: (419) 628- 4428
Fax: (419) 628- 2899
E-mail: jails@fabcor.com

**SCOPE
of
WORK****Rev. "B"**

Re: Iowa County LEC
Dodgeville, WI

Date: March 18, 2021
Bid#: Change Order Quote 2

We propose to furnish only the following products as specified in this Scope of Work. All products will be shipped F.O.B. Minster, Ohio, with freight allowed to the jobsite, for unloading and installation by others at no cost to JAILS Correctional Products.

12 55 00 - Detention Furniture

- 30 JCP Bunk, Wall Mounted, Finish Painted
- 37 Credit for JCP Bunk Privacy Sheild, 16GA, Finish Painted
- 6 JCP Pedestal Table, 2 Person, SS Top and Seats, Finish Painted Base

Quote is based on products shipping with original order.

1 Year of Warranty

The base bid quote (tax excluded):

\$14,320.00

- Notes:
- >All correctional products will be per our standard construction.
 - >Where security screws are specified, and for products we provide only, we will provide Torx® head w/pin, alloy steel.
 - >This Scope of Work shall be used as the Subcontract. Purchase Orders or other Subcontracts shall not be acceptable.
 - >Reference the below Additional Terms and Conditions for this Scope of Work.
 - >We may require you to fill out a JCP Credit Application and provide a copy of bonds prior to accepting the work.
 - >Terms for payment are NET 30, no retention. A 2% per month late fee will be charged for invoices not paid within 30 days.
 - >All stainless steel shall have a random orbital finish.
 - >Primer will be JCP standard gray primer, finish paint (when specified) will be JCP standard Sher-Kem.

Exclusion >Tax, Bonds, Installation, Retainage, Spare Parts, Test Reports, Anchors, Field Touch UP, Field Measurements, on-site storage of products or protection thereof, Hoisting, Hauling, Crane, Field splicing or continuous welding, Samples, Coordination meeting on the jobsite or other locations.

>Division Zero, One, Plans.

Our bid is good for a period not to exceed thirty days from the date of this Scope of Work. We acknowledge the receipt of addendums (NONE) and have included the revisions listed in our Scope of Work.

Please accept this Scope of Work by signing below and returning the original to our office. If you issue a Letter of Intent, this Scope of Work is to become part of your Letter of Intent for clarification purposes. Purchase Orders or other Subcontract Agreements will not be accepted.

Respectfully,
JAILS Correctional Products
Kim A. Razor

Accepted:

Company: _____

Officer Sign: _____

Name/ Title: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS FOR SCOPE OF WORK

1. This Scope of Work is not binding upon Fabco, Inc. DBA JAILS (JCP) until executed by an officer of our company. This Scope of Work may not be changed unless such change has been agreed to in writing and signed by an officer of JCP.
2. This Scope of Work is based on the correctional product sections of the specifications including plans and details which directly describes these materials. JCP is not responsible for materials described in other sections of the specifications and/or drawings including, but limited to Civil, Structural, Electrical, Plumbing, HVAC/Mechanical, Controls, or any materials which are specified therein are excluded in this Bid. Conflicts or material contained in other sections are not applicable.
3. This Scope of Work is based upon the delivery schedule to be determined by JCP at the time of release for fabrication. Additional sums may be required to cover additional engineering, labor, storage costs if the purchaser demands accelerated or delayed delivery of all or part of the materials.
4. This Scope of Work is firm for thirty days unless stated otherwise above. If purchaser fails to make any payment within the time specified in the contract documents, JCP may require purchaser to make payments due under this Scope of Work by C.O.D., cash in advance or on such other terms as JCP specifies. JCP may also without waiving any rights, suspend performance or terminate this and any or all other such Scope of Works between JCP and purchaser, and all JCP's costs, damages, and unpaid balances otherwise due under such terminated or suspended Scope of Works shall immediately become due and payable by purchaser. Balances due for more than thirty days shall bear interest at the rate of 2% per month, compounded monthly.
5. Directing JCP to proceed with work, including submittals, contemplated by this Scope of Work constitutes an acceptance in full of all terms and conditions set forth in this Scope of Work.
6. JCP shall not be required to commence fabrication of any products to be furnished under this Scope of Work until: A. JCP receives an executed agreement based solely on this Scope of Work; B. JCP receives a complete set of approved contract plans, specifications and addendums; C. JCP has received all final information and approvals which affect or are related to JCP's work and are required for fabrication as determined by JCP; D. All JCP questions have been answered by the purchaser to the satisfaction of JCP; E. All credits or debits for changes in quantity or design of products have been accepted by JCP and purchaser by executed change order; F. JCP has received written notice from purchaser to commence fabrication and purchaser has agreed to JCP's shipping date for all products.
7. In the event JCP is prevented or delayed in the shipping of products for a period of thirty days or longer due to any stoppage or delay in the progress of the work on the jobsite, irrespective of whether it be due to the fault of the purchaser or anyone else identified with the building operations, JCP may elect to declare due and payable all bills or claims for the materials fabricated or in course of fabrication whether or not shipped, and this shall be without prejudice to any and all other remedies which JCP may proceed with.
8. In the event this Scope of Work conflicts with the contract plans, specification, addendums, or other documentation, the quantities, descriptions, exclusions, terms and conditions, or any other information contained in this Scope of Work shall supersede and nullify all other documentation.
9. This Scope of Work shall be governed by the laws of the State of Ohio. Any dispute or litigation arising under this Scope of Work shall be brought in a court of competent jurisdiction in the State of Ohio.
10. Shipping dates represents JCP's estimated time required to complete the products after receipt of all information stated in item 6 hereof. Failure to ship within the time estimated by JCP shall not entitle purchaser to damages or to cancel the order hereunder.
11. The fabrication and shipping of products hereunder is contingent upon strikes, fires, accidents, emergencies, acts of war, acts of God or any other intervening cause which is beyond JCP's reasonable control.
12. All local, State and Federal sales, use, occupancy or similar excise taxes, whether heretofore or hereafter imposed shall be paid by the purchaser in addition to the Scope of Work price.
13. This Scope of Work is subject to revocation and any agreement hereunder resulting from the acceptance of the same may be cancelled by JCP if purchaser's credit references are not satisfactory to JCP.
14. Filing by or against purchaser of any petition in bankruptcy, reorganization proceedings or any other proceedings under any other insolvency law, Federal, State, or the appointment of any receiver for the property of the purchaser or the filing of any judgments or other lien of any kind against purchaser, the property of purchaser or against the owner of the building project or the property of such owner shall constitute a breach by the purchaser of this Scope of Work resulting from the acceptance of this Scope of Work. Upon the happening of any of the foregoing events JCP may cancel any unfulfilled portion of this Scope of Work and/or suspend fabrication, decline shipment of products or stop in transit any such shipment under this Scope of Work. JCP may also declare all unpaid amounts or balances immediately due and payable whether or not then due and payable to JCP.
15. All products must be inspected and checked by purchaser prior to installation against contract requirements and especially against architectural drawings and schedules for correctness of related attributes. The sole obligation of JCP with respect to any product (whether or not the same has been installed or erected) not in accordance with contract requirements shall be to repair, correct, or where necessary to furnish new product F.O.B. jobsite in lieu of such nonconforming product all without being liable for the work of other trades, and JCP shall have no other or future liability of any kind or nature whatsoever.
16. The approver of JCP's drawings constitutes the final requirements for fabrication of JCP's products and whenever the same is contrary to or inconsistent with the plans and specifications the drawings submitted by JCP and so approved shall govern.
17. All factory primed and/or painted products are carefully inspected at JCP's factory prior to shipment and JCP assumes no responsibility for any scratches, abrasions or other damage to the finish after said products leave JCP's factory. For purchasers protection it is suggested that all products be stored in a dry area and protected from weather and other jobsite conditions.
18. Backcharges will not be accepted without JCP's written approval prior to any corrective work. In the event any field inspection is made by JCP's representative and it is found that JCP is not in error or at fault, the cost of such inspection will be charged to the purchaser. Purchaser must give JCP written notice, by certified mail, return receipt requested within 10 days of the discovery if a defect.
19. Regardless of whether any contract documents provides for the payment of penalties, liquidated damages, special or consequential damages, JCP shall, under no circumstances and in no event, be liable for any penalties, liquidated damages, or special consequential damages such as, but not limited to loss of rents, profits, income cost or charges, and attorney fees.
20. If a purchaser defaults hereunder or cancels this Scope of Work before fabrication of any products, purchaser agrees to pay a sum equal to 20% of the Scope of Work price as settled and liquidated damages for JCP's costs in the preparation of shop drawings and all sales expenses and costs. Where JCP has started fabrication and the purchaser cancels in whole or in part the Scope of Work, purchaser agrees to pay the total price less JCP's cost of fabricating the remaining part of the Scope of Work of the remaining products.
21. JCP reserves the right to select the means of shipping and routing.
22. Notwithstanding anything to the contrary contained in any contract document, JCP shall not be bound by any hold harmless or indemnification provisions or agreements pertaining to personal injury (including death) and/or property damages contained in any documents or instrument, whether or not same is deemed incorporated herein by reference, and all such hold harmless and indemnification agreements and provisions are hereby declared to be excluded and to be inapplicable to JCP. JCP shall only be liable for its own negligence and that of its employees.
23. Notwithstanding anything to the contrary contained in any contract document or in the section or division of the specifications specifically stated on the front hereof JCP shall not be subject to the provisions of the contract between the owner and general contractor, or any other contract document or part thereof unless specifically stated to be included in the Scope of Work.
24. Any and all issues or disputes of fact which may now or hereafter arise between the parties respecting the performance of breach hereof shall, upon demand of JCP upon five day's written notice given to purchaser, be determined and resolved by means of arbitration conducted under the rules, regulations and auspices of the American Arbitration Association of the location nearest JCP. This provision shall in no way be interpreted to affect and/or waive JCP's rights under any or all statutes and/or law.
25. JCP shall not be required to perform nor be responsible for the performance of any additional orders or extras until and unless a written order authorizing same is signed by the purchaser.
26. JCP shall not be responsible for products meeting local codes of any kind.
27. All products to be fabricated hereunder are subject to recognized correctional industry tolerances and variances in dimensions.
28. All products provided under this Scope of Work are warranted for one year from the date of shipping to be within the requirements of this Scope of Work and the standard fabrication methods of JCP. JCP makes no other warranty, expressed or implied and makes no warranty of merchantability or fitness for any particular purpose. The purchasers sole remedy against JCP for any warranty issue is exclusively limited to repair or replace of the defective goods at JCP's sole option. In no event shall JCP become liable for any incidental or consequential damages, or any damages for personal injury or death. Warranty for components or equipment that was provided by JCP from other vendors are subject to the vendors warranty and are not covered by the JCP warranty.
29. Returned products will not be permitted unless said return is authorized by JCP in writing.
30. It is expressly stipulated and agreed that title and ownership of said products is and shall remain vested in JCP, notwithstanding delivery of possession, until the entire Scope of Work price is paid by cash in full.
31. It is further agreed that there are no promises, agreements, representations, warranties or understandings which are not included in this Scope of Work. This Scope of Work and any agreement