

## **JAIL CONSTRUCTION ADHOC COMMITTEE**

**DATE:** Tuesday, January 16, 2024  
**TIME:** 10:00 AM – or immediately following County Board Meeting  
**LOCATION:** Wood County Courthouse  
Room 115

1. Call to order
  2. Public Comment
  3. Approve minutes from previous meeting
  4. Construction project update with Samuels Group
  5. Review change orders
  6. Jail Solar Design Services
  7. Adjourn
- 

### **Join by phone**

+1-408-418-9388 United States Toll

Meeting number (access code): 2481 306 7159

### **Join by WebEx App or Web**

<https://woodcountywi.webex.com/woodcountywi/j.php?MTID=ma32c45cabde447606a7401bdc21248f0>

Meeting number (access code): 2481 306 7159

Meeting password: 011624

## **MINUTES**

### **JAIL CONSTRUCTION ADHOC**

**DATE:** Tuesday, December 19, 2023

**TIME:** 10:06 AM

**PLACE:** Courthouse – Room 115

**MEMBERS PRESENT:** Laura Valenstein, Jake Hahn, Dave LaFontaine, John Hokamp, Lee Thao, Al Breu

**OTHERS PRESENT:** Trent Miner, County Clerk; see attached sign-in sheet.

1. Chair Valenstein called the meeting to order at 10:06 AM.
2. There was no public comment.
3. Construction update: Samuels Group stated the schedule is still on time and reviewed progress on various fronts. Procurement of elevator components are of concern, but not detrimental as of yet. There have been some change orders processed, but not any that met the threshold of committee action.
4. There were two proposals for design services for solar on the jail roof received. The committee reviewed both proposals for differences. It was noted that design services do not need to be bid out, but any construction of solar on the jail would require bidding. Motion by Hahn/Thao to approve the Northwinds proposal for design services contingent on negotiations by the Facility Manager. Motion carried. Voting no were LaFontaine and Breu.
5. Chair Valenstein adjourned the meeting at 10:44 AM.

Minutes taken by Trent Miner, County Clerk, and are in draft form until approved at the next meeting.

**Jail Construction Adhoc Committee**  
**December 19, 2023**

[illegible]

# Design and Engineering Limited Scope Agreement



## LIMITED SCOPE AGREEMENT

This Limited Scope Agreement (the “**Agreement**”) between the undersigned customer (“**Customer**”) and North Wind Renewable Energy Cooperative (“**Northwind**”) dated as of the last date indicated below (the “**Effective Date**”) authorizes Northwind to proceed with the design, engineering and other matters to provide deliverables as described in **Exhibit A**, attached hereto, with regard to Customer’s solar energy project, described as follows:

### **Description of Project:**

Design and Engineering activities for the Wood County (WI) Jail grid-tied, roof-mounted solar power system. (the “**Project**”).

Customer and Northwind (collectively referred to as the “Parties” and individually as a “Party”) agree as follows with regard to the Project:

1. **Limited Notice to Proceed** . No additional authorization is required for Northwind to proceed as set forth in **Exhibit A**. The work will begin immediately after Northwind’s receipt of payment as described below. Estimated duration for services to be performed is 45-90 days.
2. **Price Amount and Terms** . The price amount for each component of the Project is set forth in **Exhibit A**. Unless otherwise set forth in **Exhibit A**:
  - a. 25% to be paid at the signature of the Agreement and 75% on completion of deliverables. All payments are to be made upon receipt of invoice.
  - b. Customer ownership/ IP rights - The customer owns deliverables
3. **Taxes and Fees** . Customer shall pay all sales, consumer, use and similar taxes applicable to the Project.
4. **Authorized Representatives** . The Parties have designated a representative or representatives who shall be authorized to act on each Party’s behalf with respect to the Project.
5. **Warranties for the Work Performed by Northwind** . Northwind warrants that its work on the Project will be performed in accordance with good industry practices. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, EXCEPT AS MAY BE REQUIRED BY FEDERAL OR STATE LAW.
6. **Preparation of Change Orders**. Northwind shall prepare Change Orders for the Customer’s approval.
7. **Dispute Resolution** . For any claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be arbitration. In the event resolution cannot be reached during arbitration, litigation in a court of competent jurisdiction can be pursued by either party.
8. **Confidentiality** . Each Party acknowledges that it may receive confidential and/or proprietary information from the other Party, which may include but is not limited to information which the disclosing party has indicated should be treated confidentially, information marked as confidential, and information reasonably appearing to be confidential or proprietary, including but not limited to any and all information pertaining to either Party’s businesses, plans, policies, processes, or customers, databases; and information which is to be treated as

# Design and Engineering Limited Scope Agreement



confidential because of any obligation owed to a third party (collectively “Proprietary Information”). Neither party shall disclose, provide or otherwise make available to any third party any Proprietary Information of the other party, except as may be required by law, and shall utilize such Proprietary Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of this Agreement. All obligations of confidentiality and information security shall survive termination of the Agreement for any reason.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both parties.

## Customer:

### Wood County (WI)

Wood County Maintenance Dept.

By: \_\_\_\_\_

Print: Reuben Van Tassel

Title: Facilities Manager

Date: \_\_\_\_\_

## Northwind:

### North Wind Renewable Energy Cooperative

578 Allen Street

Amherst, WI 54406

By: \_\_\_\_\_

Print: Josh Stolzenburg

Title: CEO

Date: \_\_\_\_\_

# Design and Engineering Limited Scope Agreement



## EXHIBIT A

Northwind shall perform the following services:

1. **Site Assessment:** Northwind will conduct a comprehensive assessment of the site for the solar installation. This can/will include, but is not limited to, evaluating the site's solar potential, assessing ground and soil conditions, reviewing access to the site, identifying any potential site constraints, and meeting/coordinating with any/all relevant managers and contractors on the project site.
2. **Design and Engineering:** Northwind will develop detailed system design for the building. This will include, but is not limited to, PV array layout, electrical design, structural design, and identification of all major system components. Northwind will coordinate with building engineers to ensure the solar array adheres to all loading (psf) requirements. This includes coordination with our racking supplier to determine what the global psf of the array would be and ensuring it meets the available capacity of the roof structure. Northwind will also ensure all designs comply with relevant local, state, and national building and electrical codes.
3. **Utility Review :**Northwind will coordinate with the local utility to ensure the solar interconnection strategy adheres to and satisfies all utility rules and requirements. Note: Any required upgrades to the electrical system and infrastructure of the building for interconnection of the solar power system is not included in this agreement and would be the responsibility of the customer.
4. **Project Plan Set:** Northwind will prepare all necessary design documents for the bidding, permitting and installation of the solar power system. This will include identifying all required permits, creating electrical diagrams and site plans, and preparing any necessary supporting documentation.
5. **Performance Modeling:** Northwind will create a detailed performance model for the solar installation. This will include estimating the system's energy production, and environmental benefits, taking into account local weather data, system design, and other relevant factors.
6. **Timeline:** Estimated timeline for deliverables outlined above to be provided by January 31st, 2024.
7. **Compensation:** The Customer will provide compensation as follows:
  - a. Upon signing of the Agreement: \$4,975
  - b. Upon completion of deliverables as outlined above: \$14,925

**Total for Design & Engineering Services: \$19,900**

# Design and Engineering Limited Scope Agreement



## EXHIBIT B – Change Order

### North Wind Renewable Energy Cooperative Change Order

**Project name:** [REDACTED]

**Change order number:**

**Date of Change:**

**Original contract date:**

You are directed to make the following changes in this Agreement:

The original Agreement sum was:	\$ _____
Net amount of previous change orders:	\$ _____
Total original Agreement amount plus or minus net change orders:	\$ _____
Total amount of this change order:	\$ _____

The new Agreement amount including this change order will be: \$ \_\_\_\_\_

The contract time will be changed by the following number of days: (      ) Days

The date of completion as of the date of this change order is: \_\_\_\_\_

### North Wind Renewable Energy Cooperative :

Northwind Representative: \_\_\_\_\_

Title:

\_\_\_\_\_  
(Signature)

### Customer Company Full Legal Name :

Representative: \_\_\_\_\_

Title:

\_\_\_\_\_  
(Signature)