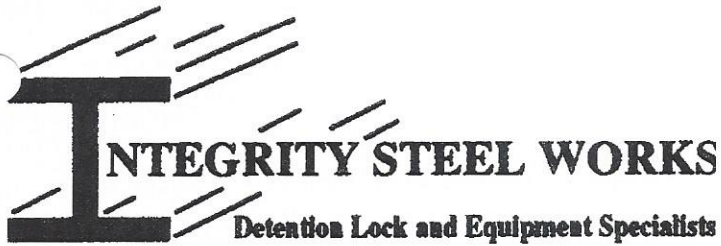


2023-5



PROPOSAL/CONTRACT
DATE 12/16/2022 NUMBER 20221216-3Y

December 16, 2022

Administrator Travis Poncik
Keith County Sheriff's Department
103 East 5th Street
Ogallala, NE 69153

RE: Renewal Annual Lock Repair and Maintenance
Pages 1 through 3

Administrator Poncik:

I. SUMMARY

Integrity Steel Works, Inc. is pleased to present Proposal/Contract Letter #20221216-3Y to the Keith County Sheriff's Department in Keith, NE. This proposal establishes fixed pricing for the maintenance and repair of approximately forty-eight (48) swinging/sliding detention doors and all pertinent equipment at the above named facility. This proposal/contract letter will serve as an agreement between parties once accepted by the Keith County Commissioners and or their duly authorized representative. Term of Proposal/Contract #20221216-3Y is for a period of three years (2023, 2024, & 2025) with one visit per year, after which this proposal/contract will be reviewed.

II. PROJECT SCOPE

Integrity Steel Works will proceed on this project as outlined in this proposal. Integrity Steel Works excludes any work concerning the security electronics system and all other electrical work, as well as the intercom (when applicable). Integrity Steel Works, Inc. is not responsible for any finished paint or damage done to paint during lock repair and scheduled maintenance. Summary of Work:

1. Clean, adjust, and lubricate all detention locks
2. Calibrate and adjust limit switches to insure proper lock indication
3. Re-adjust doors to proper alignment
4. Troubleshoot all detention hardware (locks, hinges, food pass doors, etc.)
5. Tighten / replace missing screws on all detention hardware (locks, hinges, food pass doors, etc.)
6. Verify manual release
7. Verify electrical operation
8. Advise personnel of any additional deficiencies

Authorized Representative's Initials

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Keith County Sheriff's Department
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III. COMPENSATION

Total cost of entire project work is **\$1,975.00**.

This price **does not** include the cost of any replacement parts that may be required once project has commenced. If replacement parts are necessary, a separate purchase order is required.

The signed acceptance and return of this proposal/contract for **\$1,975.00** is due to initiate scheduling and work. Contract amount is due upon completion of job. Any additional work outside this agreement will require a signed work order and invoiced separately.

IV. E-VERIFY PROGRAM

Integrity Steel Works, Inc. shall provide documentation to Keith County if required evidencing that Integrity Steel Works, Inc. has enrolled in and is participating in the E-Verify program regarding eligibility status of all newly hired employees of Integrity Steel Works, Inc. Integrity Steel Works, Inc. is not required to verify the work eligibility status of newly hired employees if the E-Verify program no longer exists. Integrity Steel Works, Inc. does not knowingly employ any unauthorized alien.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other for incidental, consequential, indirect, special, or commercial loss damages arising out of obligations of performance under this proposal. All liability of Integrity Steel Works under this project, as determined by law or otherwise, is limited to fees paid by Keith County.

VI. INDEMNITY

Mutual Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, and hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

VII. WARRANTY

Integrity Steel Works warrants only the work done by Integrity Steel Works under this proposal. Integrity Steel Works, for a period of 30 days, will repair / readjust any lock and or pertinent equipment that malfunction during this time. Replacement doors and parts warranted under manufacture warranty for a period of one year. This warranty does not cover the repair / replacement of any equipment damaged or destroyed by the abuse, misuse, and or negligence by staff or inmates. All additional work billed separately.

Authorized Representative's Initials

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VIII. PROPOSAL/CONTRACT ACCEPTANCE

This proposal/contract is good for 60 days. By signing below, the parties agree to the terms as stated in proposal/contract #20221216-3Y as the terms of the contract for this project. Keith County may initiate this project by the execution of this proposal/contract by an authorized representative and return of the document to Integrity Steel Works, Inc.

Thank you for this opportunity. We look forward to working with the Keith County Sheriff's Department on this project.



Craig Werner, President
Integrity Steel Works, Inc.
1910 E. SE Loop 323, #312
Tyler, TX 75701
c.werner@integritysteelworks.com
(903) 852-2285 FAX (866) 469-1419

Proposal/Contract # 20221216-3Y, dated December 16, 2022

Accepted for Keith County:

Signature: Joan Ervin

Date: 1-11-23

Name (please print): Joan Ervin

Phone: 308-284-4267

Title: Keith Co Comm Chairman

Email: jervin@keithcountynegov

*** PLEASE REMEMBER: Initial Each Page***

Authorized Representative's Initials

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Keith County Sheriff's Department
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