



May 16, 2024

Mr. Tim Wellnitz
Town Administrator
Town of Beloit
2445 S Afton Road
Beloit, WI 53511

RE: Town of Beloit
New Fire Station #2 – BP#-2
FQC #572

Dear Mr. Wellnitz:

As per our earlier discussions, Performance Contracting Inc. (PCI) the acoustical ceilings and treatments subcontractor from bid package #2-09d has refused to execute the subcontract issued by FQC. As noted in the attached PCI objected to portions of the subcontract. The subcontract was included with the BP#2 bidding documents; therefore, the required terms were known by PCI when their bid was submitted. PCI provided a bid bond with their bid as required. As a result of PCI's decision not to execute the contract the TOB is entitled to seek relief from the bid bond. In lieu of relying on the bid bond PCI agreed to pay an amount equal to the value of the 10% bid security, \$7,145.00. (See attached Email) A certified check was issued to the Town of Beloit and received. The \$7,145.00 exceeds the difference between PCI's bid and that of the second bidder. Therefore, TOB is not financially harmed by PCI's action.

The second bidder International Decorating Inc. verified that they would honor their original bid of \$77,395.00. FQC reviewed the scope of work and schedule originally included in the bid documents. IDI agreed to meet these requirements. Therefore, International Contractors Inc. is the low as read bidder and is recommended as the low responsive and responsible bidder. There are no irregularities with the bid presented. (See copy of original Bid Tally). We have sent International Decorators a Notice of Award based on the final Boards Approval, to proceed with International Decorating, Inc..

If the above meets with your approval, please sign, and return one copy of this correspondence indicating your acceptance. Upon receipt of your approval, Frederick Quinn Corporation will enter into a contract with the approved contractor.

Sincerely,

FREDERICK QUINN CORPORATION


Frederick J. Marano
Executive V.P. / Estimating

CC: Town Clerk / TOB
Andy Ouper / Williams
John Eallonardo / FQC
Jack Hayes / FQC
Adam Slotkus / FQC
File / FQC

ACCEPTANCE: _____ **Date:** _____

Fred Marano

From: Adam Slotkus
Sent: Monday, May 6, 2024 9:56 AM
To: Fred Marano
Subject: RE: Town of Beloit Fire Station
Attachments: 098436-1 Dining Room Acoustical Blades.pdf; 095200-1 Acoustical Wall Panels_need shops__.pdf; 095113-1 ACP 1_2_3 tile and grid.pdf

Adam Slotkus, LEED AP
Project Manager
FQC
Office # 1-630-628-8500
Cell # 1-630-675-5651
e-mail: aslotkus@fquinncorp.com

From: Fred Marano <FMarano@fquinncorp.com>
Sent: Monday, May 6, 2024 9:43 AM
To: Mike Toft <mike.toft@pcg.com>; anthiny.lowrey@pcg.com; Katie Lowrey <Katie.Lowrey@pcg.com>; Jared Schulting <Jared.Schulting@pcg.com>
Cc: twellnitz@town.beloit.wi.us; Adam Slotkus <ASlotkus@fquinncorp.com>; John Eallonardo <JEallonardo@fquinncorp.com>; scottmetzler30@gmail.com; Cindy Barbera <CBarbera@fquinncorp.com>
Subject: Town of Beloit Fire Station

Mike,

As discussed last week and confirmed this morning Performance Contracting Inc. has agreed to settle the release of there Bid Bond by providing a certified check in the amount of 10% of their bid for the amount of \$7,145.00 to the Town of Beloit, due to PCI forfeiting their bid on the above referenced project. Once the town has received the check your bid bond will be returned and the contract that you received from FQC will be voided. Please submit the check within the next 3 days, so we can move on with this project. If check is not received we may have to contact your bonding company.

Fred Marano
Executive VP / Estimating



103 S. Church St.
Addison, IL 60101
(630) 628-8500
(630) 675-5578 cell
(630) 628-8595 fax
fmarano@fquinncorp.com

~~_____~~
Fred Marano

From: Fred Marano
Sent: Wednesday, March 27, 2024 8:58 AM
To: Lucy Jackson
Cc: Jared Schulting; Katie Lowrey; Adam Slotkus; John Eallonardo
Subject: RE: New Beloit Fire Station #2 Contract Items

Good Morning Lucy,

I'm sorry to say that there cannot be any changes to the contract. This was a Public Bid and the contract was part of the bid documents for all to review and ask questions at time of bidding, so that all bidders are aware of accepted changes and working equally thru the bid. If there is no official changes by addendum then the documents remain unchanged.

I did take another look at your original issued proposal, I see that you did include clarifications with your bid, which some of the items are contradicting to things that are included or required by the bid, and will not be accepted.

The contract as issued must be accepted as is or we will need to disqualify your bid and move on to the next bidder. Please let us know if you will accept the contract or not, and should you have any questions please feel free to contact me.

Thank You,

Fred Marano
Executive VP / Estimating



CONSTRUCTION MANAGEMENT

103 S. Church St.
Addison, IL 60101

(630) 628-8500

(630) 675-5578 cell

(630) 628-8595 fax

fmarano@fquinncorp.com

From: Lucy Jackson <Lucy.Jackson@pcg.com>
Sent: Tuesday, March 19, 2024 9:15 AM
To: Fred Marano <FMarano@fquinncorp.com>
Cc: Jared Schulting <Jared.Schulting@pcg.com>; Katie Lowrey <Katie.Lowrey@pcg.com>
Subject: RE: New Beloit Fire Station #2 Contract Items

Good morning Fred,

As contract analyst for Performance Contracting Inc., I have been asked to review the terms of the above referenced Subcontract Agreement. Attached please find a proposed amendment to address a few concerns in the terms for your review and consideration. Please let me know if you have any questions and I'm happy to set up a call if you'd like to further discuss any of the specific amendment items and our reasons for requesting the modifications. This amendment is offered as a starting point, and we are of course willing to consider alternative language.

Kindest Regards,

Fred Marano

From: Fred Marano
Sent: Tuesday, April 30, 2024 7:46 AM
To: 'Lucy.Jackson@pcg.com'
Cc: 'Jared Schulting'; 'AJ Lowrey'; 'Katie Lowrey'; 'Mike Toft'; John Eallonardo; Adam Slotkus
Subject: FW: Performance Contracting Amendment

Lucy,

Has your firm made a decision on signing the Contract & Amendment we need to get a contractor on board for this work?

Please let me know today, we need to move on.

Thank You

Fred Marano
Executive VP / Estimating



CONSTRUCTION MANAGEMENT

103 S. Church St.
Addison, IL 60101
(630) 628-8500
(630) 675-5578 cell
(630) 628-8595 fax
fmarano@fquinncorp.com

From: Fred Marano
Sent: Thursday, April 25, 2024 5:29 PM
To: Lucy Jackson <Lucy.Jackson@pcg.com>
Cc: Jared Schulting <Jared.Schulting@pcg.com>; AJ Lowrey <Anthony.Lowrey@pcg.com>; Katie Lowrey <Katie.Lowrey@pcg.com>; Mike Toft <mike.toft@pcg.com>; John Eallonardo <JEallonardo@fquinncorp.com>; Adam Slotkus <ASlotkus@fquinncorp.com>
Subject: RE: Performance Contracting Amendment

Lucy,

After further review, we have determined that the Amendment we sent you shall remain unchanged, we will not accept the change you are requesting to delete section 13.5. Please sign and return the original amendment with the contract, or let us know if you will not honor the bid as submitted.

Sincerely,

Fred Marano
Executive VP / Estimating



CONSTRUCTION MANAGEMENT

103 S. Church St.
Addison, IL 60101
(630) 628-8500
(630) 675-5578 cell
(630) 628-8595 fax
fmarano@fquinncorp.com

From: Lucy Jackson <Lucy.Jackson@pcg.com>
Sent: Monday, April 22, 2024 10:53 AM
To: Fred Marano <FMarano@fquinncorp.com>
Cc: Jared Schulting <Jared.Schulting@pcg.com>; AJ Lowrey <Anthony.Lowrey@pcg.com>; Katie Lowrey <Katie.Lowrey@pcg.com>; Mike Toft <mike.toft@pcg.com>
Subject: RE: Performance Contracting Amendment

Good morning Fred,

Attached please find the Amendment with one clarification. It is our understanding that the removal of Section 9.3.6 was mean to illustrate mutual agreement of the removal of the statute of limitation waiver, therefore I added a clarification to remove this duplicate language that is also in Section 13.5 in order to avoid any ambiguity.

Please let me know if you have any questions.

Thank you,

Lucy Jackson | Contract Analyst | Legal Department
Performance Contracting Group
11145 Thompson Ave. | Lenexa, KS 66219 | Cell: (913) 593-3090 | Office: (913) 310-3367

From: Jared Schulting <Jared.Schulting@pcg.com>
Sent: Tuesday, April 16, 2024 2:57 PM
To: Lucy Jackson <Lucy.Jackson@pcg.com>
Cc: AJ Lowrey <Anthony.Lowrey@pcg.com>; Katie Lowrey <Katie.Lowrey@pcg.com>; Mike Toft <mike.toft@pcg.com>
Subject: FW: Performance Contracting Amendment

Thanks,



Jared Schulting | Associate Project Engineer | *Madison*
Performance Contracting, Inc.
2840 Innovation Way Ste 180, Sun Prairie, WI 53590
Mobile 608-516-6038 | Office 608-842-4150 | jared.schulting@pcg.com

From: Fred Marano <FMarano@fquinncorp.com>
Sent: Tuesday, April 16, 2024 2:50 PM
To: Jared Schulting <Jared.Schulting@pcg.com>

Cc: Carmen Cabin <CCabin@fquinncorp.com>; Adam Slotkus <ASlotkus@fquinncorp.com>; John Eallonardo <JEallonardo@fquinncorp.com>

Subject: FW: Performance Contracting Amendment

Jared,

See the attached Amendment that FQC will accept to be added to your contract. As per our legal team this will be our final offer to adjust the contract, if this is not acceptable FQC will need to move forward with another contractor, hopefully this is acceptable to your team. If all is good please sign and return a copy along with the contract. Once we received, we will execute and return a copy for your files.

Thank You

Fred Marano
Executive VP / Estimating

FQC

CONSTRUCTION MANAGEMENT

103 S. Church St.

Addison, IL 60101

(630) 628-8500

(630) 675-5578 cell

(630) 628-8595 fax

fmarano@fquinncorp.com

From: Carmen Cabin <CCabin@fquinncorp.com>

Sent: Tuesday, April 16, 2024 1:03 PM

To: Fred Marano <FMarano@fquinncorp.com>

Subject: Performance Contracting Amendment

*Carmen Cabin
Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101
630.628.8500
ccabin@fquinncorp.com*

CC: 20-2010

PROJECT NAME: **New Beloit Fire Station No. 2
& Town Hall Offices**

CONTRACT NO.: 572-21

This Amendment to Subcontract Agreement (the "Amendment"), is made this **23rd** day of **February 2024**, by and between FREDERICK QUINN CORPORATION, a Delaware corporation (the "Contractor," sometimes referred to as "FQC" and/or "CM") and

PCI Austad dba Performance Contracting, Inc. (the "Subcontractor").
2840 Innovation Way / Suite 180
Sun Prairie, WI 53590
608.842.4150
Jason Hendricks, President / CEO
Contact: Jaret Schulting jared.schulting@pcg.com

The Contractor and the Subcontractor agree that the following Article section No. 9.2 & 9.3 of the Subcontract Agreement entered into by and between them for the above referenced Project and Contract No. are amended to read in their entirety as follows:

9.2 Damage Limitation. The Contractor shall not be responsible for, and the Subcontractor agrees that the Contractor shall not be liable to the Subcontractor for, any errors or omissions of the Owner, the Architect, the Owner's other contractors, the Contractor's own subcontractors of any tier, and any others involved in the Project, except to the extent that the Contractor receives compensation or reimbursement from others for such errors or omissions and except for any errors or omissions of the Contractor's own employees, agents, or representatives. This paragraph does not apply to claims in the nature of defenses to third-party personal injury litigation.

9.3 Dispute Resolution. All claims, disputes and other matters in question or controversy arising out of, or relating to, this Agreement, including without limitation the other Contract Documents, or their breach, except for claims which have been waived by the making or acceptance of final payment may, at the Contractor's election, may first be subject to and decided by a meeting between the Contractor and the Subcontractor.

9.3.1 In the event any claim, dispute or other matter in question or controversy arising out or relating to this Agreement or breach thereof is not resolved at the meeting between the Contractor and the Subcontractor (collectively, the "Parties"), the Contractor may, at its election, submit claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof for arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association. The Contractor's participation in any meeting to resolve any disputes shall not be a condition precedent to the Contractor electing to arbitrate any disputes. The Contractor's demand for arbitration shall be delivered in writing with the Subcontractor and filed with the American Arbitration Association.

9.3.2 An arbitration pursuant to Article 9.3.1 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any entity with whom or which that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other entity sought to be joined. Consent to arbitration involving an additional entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. Notwithstanding the foregoing, the Subcontractor hereby consents to joinder or consolidation in any arbitration in which the Contractor is participating and in which the Contractor deems necessary or desirable to resolve, determine, or decide any claim, dispute, or other matter in controversy relating to all or any aspect of the Work or to Subcontractor's performance of this Agreement. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional entity duly consented to by the Parties shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

9.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in an arbitration proceeding or in an action brought in Court shall be entitled to an award of its reasonable attorney's fees and costs. However the award of attorney's fees and costs shall not exceed the principal amount of damages awarded against the non-prevailing party in such arbitration or Court proceeding. If the action does not seek monetary damages, the attorney's fee award shall not exceed \$50,000.00.

9.3.4 The Subcontractor shall carry on the Work and maintain the current schedule during any dispute resolution proceeding or litigation, unless otherwise agreed by the Contractor in writing.

Delete *Section 13.5* in its entirety.

In Witness Whereof, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

In The Presence of:

FREDERICK QUINN CORPORATION

By: _____
Jack Hayes / President

PCI AUSTAD DBA PERFORMANCE CONTRACTING, INC.

In The Presence of:

By: _____
Jason Hendricks, President / CEO



RECEIVED

FEB 22 2024

February 6, 2024

Jason Hendricks President/CEO
Performance Contracting, Inc.
2840 Innovation Way Suite 180
Sun Prairie, WI 53590
608.842.4150
Jared Schulting
Jared.schulting@pcg.com

FREDERICK QUINN CORP.

Re: Beloit Fire Station #2 & Town Hall Offices
1143 East Inman Parkway, Beloit, WI 53511
FQC # 572
Notice of Award

Dear Mr. Hendricks:

Acting on behalf of the Town of Beloit as the Construction Manager, Frederick Quinn Corporation has been authorized to inform you that your firm has been approved for the work required by BP #2-09d – Acoustical Ceilings & Treatments Work for the work for the New Fire Station #2, all in accordance with the Bid Documents dated 12.19.23 as prepared by Williams Architects and FQC including Addendums 1 & 2 for the above referenced project, for the base bid awarded amount of Seventy-One Thousand Four Hundred Fifty Dollars and NO/100 (\$71,450.00).

This letter authorizes you to proceed with securing the labor and materials for the project in preparation for the anticipated construction start as noted in the Project Schedule within the manual.

This letter is predicated on the satisfactory development and execution of a Contract Agreement between Performance Contracting Inc., and Frederick Quinn Corporation which will be issued shortly. You are to consider this letter as your authorization to proceed with the preparation of all required licensing, shop drawings, calculations, submittal data, to provide the necessary work for the project.

Your Certificate of Insurance is required within 5 days of this letter, with the Payment and Performance Bond to be issued within 5 days of the issued contract and prior to commencing any work. Samples of the required format of these items are included as part of the bid documents.

You will be contacted by our Project Management staff to coordinate the startup of your work. Signed Contract, Safety Programs and MSDS data sheets must be submitted to FQC before any work can be performed on site.

Please acknowledge this Agreement by signing and returning a copy of this letter. Neither this Letter of Intent nor any moneys due or to become due hereunder shall be assigned nor shall the whole or any part of this agreement be sublet without the Contractor's prior written consent.

Very truly yours,

FREDERICK QUINN CORPORATION


Frederick J. Marano
Vice President / Estimating

cc: Tim Wellnitz / Town of Beloit
Andy Ouper / Williams Architects
Jack Hayes / FQC
John Eallonardo / FQC
Adam Slotkus / FQC
FQC-File

AS
KS
File
Project Book



DN: C=US, E=Mike.toft@pcg.com,
O=PCI, OU=General Manager,
CN=Mike Toft
Date: 2024.02.14 15:51:24-0800

Accepted By: _____ Date: _____

