

Department of Public Works

City Hall
730 Washington Ave.
Racine, WI 53403
262.636.9121 - Public Works
262.636.9191 - Engineering



Mark H. Yehlen, P.E.
Commissioner of Public Works

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.
Asst. Comm. of Public Works/City Engineer

February 8, 2013

Ald. Sandy Weidner
Chairwoman, Public Works
and Services Committee
Racine, Wisconsin

**RE: HVAC Upgrades at Library
Contract 55-12 (K2-066)
Johnson Controls, Inc.**

Dear Ald. Weidner:

Submitted for your review and approval is Change Order No. 1 on the subject contract. Change Order No. 1 is for the installation of additional control valves and a new hydronic filtration system to allow a longer operating life of this system. The cost for this work is \$7,180.00 and funds are available in Account 255.992.5010, Library HVAC Replacement.

Sincerely,



Thomas M. Eeg
Asst. Comm. of Public Works/Operations

TME:das

Attachment



PROPOSAL

Johnson Controls, Inc.
Controls Group
N22 W22922 Nancy's Court,
Waukesha Wisconsin 53186
Tel. 262-970-5825
Fax: 262-549-8481

TO: City of Racine
730 Washington Ave.
Racine, Wisconsin 53407

DATE 2/7/13

ATTENTION: Tom Eeg/ Bill Miller

PROJECT: Library New VAV boxes and Metasys Controls.
Additional Work

We propose to furnish materials and/or perform the work described below for the net price of

Seven Thousand One Hundred and Eighty

Dollars (\$) 7,180

During the installation of new vav boxes, controls and control valves we did find some existing circuit setter/shut-off valves that were not functioning. We did freeze pipes and install new shutoff valves to facilitate the control valve installation and minimize system downtime. We also recommend the installation of a filtered pot feeder to assist in cleaning up hot water system water. Included in our scope would be the following:

- Furnish and install new filtered pot feeder in location of existing feeder.
- Furnish 10 pot feeder filters.
- Freeze 14 pipe locations for installation of new control valves.
- Furnish and install 4 new 3/4" circuit setters
- Furnish and install 10 new 1" circuit setters.
- Necessary pipe fittings.

Clarifications and Exclusions

- 1) All work on regular time.

IMPORTANT: This proposal incorporates by reference the terms and conditions attached hereto.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

60 days

JOHNSON CONTROLS, INC.

Mark Prioletta

Signature

Purchaser - Company Name

Signature

Name: _____

Title: _____

Date: _____

Title: Account Executive

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts or God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

730 Washington Avenue, Room 302

Racine, Wisconsin 53403-1146

Phone: (262) 636-9200

Fax: (262) 636-9142

bill.miller@cityofracine.org

Here to serve.

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From: Mark.M.Prioletta@jci.com [<mailto:Mark.M.Prioletta@jci.com>]

Sent: Thursday, February 07, 2013 8:43 AM

To: Miller, Bill

Subject: Library Projects Changes

Bill see attached proposal for changes. Note I did talk to some of our mechanics on filtered pot feeder. They felt what installing it would be a great help. They also commented that that it would be a good idea to have your chemical treatment person take a look. Both should help now rather than draining and flushing system.

Thank-You
Mark Prioletta
262-970-5825