

Department of Public Works

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



Mark 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

August 20, 2012

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

Dear Ald. Weidner:

I am requesting that formal bidding be waived to upgrade the temperature control system at the Library. This system is currently on the Johnson Control Metasys system and the intent is to upgrade the older controls to provide better service in this facility. This contract would replace the 29 VAV boxes in this facility and controls that can be controlled by the Metasys system. These updates will provide a more energy efficient service for this facility and allow us to better control this facility.

Since this system is currently on the Johnson Control Metasys system, this upgrade requires that formal bidding be waived and that the contract be entered into with Johnson Controls, Inc. to provide this upgrade.

Funding for this upgrade is available in the following accounts:

\$100,200.00 – Account 225.991.5010, Library HVAC Replacement
\$ 29,400.00 – Account 255.992.5010, Library HVAC Replacement
\$129,600.00 – Total

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas M. Eeg", is written over the "Sincerely," text.

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

TME:das



PROPOSAL

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

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

DATE 08/20/2012

PROJECT: Library New VAV boxes and Metasys Controls.

ATTENTION: Tom Eeg/ Bill Miller

We propose to furnish materials and/or perform the work described below for the net price of
One Hundred and Twenty Nine Thousand Six Hundred

Dollars \$ 129,600

There are 29 vav boxes serving the library that have obsolete controls and mechanical problems. In addition the controls are such that they cannot be tied into the City of Racine building automation system thus problems cannot be diagnosed and corrected, set points cannot be adjusted, trending etc cannot be utilized or energy savings routines cannot be incorporated. In order to install new Metasys controls and take advantage of the site system the boxes would also have to be replaced. See following scope for upgrade

- Remove twenty nine (29) existing vav boxes and controls.
- Furnish and install new control valves for nineteen reheat coils (19).
- Furnish and install new twenty nine (29) new vav boxes.
- Furnish and install necessary ductwork revisions.
- Furnish and install necessary piping for hot water coils.
- Pipe and duct insulation as necessary
- Air and water balancing.
- Furnish and install new Metasys DDC controls for boxes.
- Electrical installation of above.
- Hardware and software engineering. Note JCI will review with City of Racine facilities staff sequence of operation prior to starting any control installation.
- Checkout and commissioning.
- Programming into existing City of Racine Metasys network.

Clarifications and Exclusions

- 1) All work on regular time.
- 2) No new ceiling installation. JCI will remove and re-install ceiling tiles to facilitate box insulation.
- 3) Replacement of any existing shut-off valves.

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.

Purchaser - Company Name

Mark Prioletta

Signature

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 of 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.

Schweitzer, Debbie

From: Eeg, Thomas
Sent: Monday, August 20, 2012 3:51 PM
To: Schweitzer, Debbie
Cc: Miller, Bill; 'Mark.M.Prioletta@jci.com'
Subject: Waive Formal Bidding - PWS Meeting
Attachments: Library HVAC Upgrade - JCI.pdf; ecmoverview7412.doc

We want to proceed with C) and D) on this proposal and I will try to get a revised letter from them – or use the PDF file where I eliminated A) and B). The verbiage should be similar to what follows:

I am requesting that formal bidding be waived to upgrade the temperature control system at the Library. This system is currently on the Johnson Control Metasys system and the intent is to upgrade the older controls to provide better service in this facility. This contract would replace the 29 VAV boxes in this facility and controls that can be controlled by the Metasys system. In addition, this project would replace the existing steam boiler with individual humidifiers controlled by the Metasys system. These updates will provide a more energy efficient service for this facility and allow us to better control this facility. Since this system is currently on the Johnson Control Metasys system, this upgrade requires that formal bidding be waived and that the contract be entered into with Johnson Controls, Inc. to provide this upgrade.

Thomas M. Eeg, P.E. [<mailto:Thomas.Eeg@cityofracine.org>]
Assistant Commissioner of Public Works / Operations
730 Washington Avenue
Racine, Wisconsin 53403
262-636-9121
262-636-9142 Fax

12-8068
Contract 55-12 (K2-066)



Johnson Controls, Inc.
Building Efficiency
N22 W22922 Nancy's Court
Waukesha, Wisconsin 53186
Office: 262-970-5825
FAX: 262-549-8481

7/5/2012
City Of Racine
Attn: Bill Miller/Tom Eeg
730 Washington Ave
Racine, WI 53403

SUBJECT: Racine Library Energy Conservation Measures

Gentlemen,

We recently investigated potential energy conservation measures for the Racine City Library. The following is an overview of those measures with associated budget costs. Note there would be efficiencies in pricing if items were combined.

- A) New VAV Boxes and Controls-** There are 29 existing vav boxes controlled by obsolete ddc controllers that cannot be controlled monitored by existing Metasys building automation system. The controls are no longer manufactured and replacement parts are difficult to obtain. The existing boxes are manufactured that newer controls cannot be mounted on the box plus because of the age of the box thee may be close off and leakage conditions. This energy conservation measure would consist of the replacement of the boxes, new control valves, new controls and integration to Metasys building automations system. A turn-key budget price for this the new boxes and controls would be \$129,600

- B) Stand Alone Humidifiers.** The present system providing humidification consists of a dedicated steam boiler and humidifiers at each air handler. This energy conservation measure would consist of standalone humidifiers at each air handler and elimination of the existing steam boiler serving the existing humidifiers. A turnkey budget price to install new stand alone humidifiers controlled by Metasys building automations system would be \$ 45,600

We look forward to working with you on a finalizing a scope for energy conservation measures.

Sincerely,
JOHNSON CONTROLS, INC.

Mark Prioletta
Account Executive

Johnson Controls, Inc.
Building Efficiency
N22 W22922 Nancy's Court
Waukesha, Wisconsin 53186
Office: 262-970-5825
FAX: 262-549-8481



7/5/2012
City Of Racine
Attn: Bill Miller/Tom Eeg
730 Washington Ave
Racine, WI 53403

SUBJECT: Racine Library Energy Conservation Measures

Gentlemen,

We recently investigated potential energy conservation measures for the Racine City Library. The following is an overview of those measures with associated budget costs. Note there would be efficiencies in pricing if items were combined.

- A) **VFD for AC-3-** AC-3 has existing inlet vanes and associated controls for supply fan volume controls. This energy conservation measure would to install a VFD for AC-3 and lock open the inlet vanes. This would include VFD control via the Metasys building automation system. A budget price for a turn-key installation of a supply fan VFD would be \$ 12,600. Note this ECM would also be eligible for a Focus on Energy prescriptive grant of \$2,500.
- B) **UV Lighting-** This energy conservation measure would include a turn-key price to install UV lighting for AC-1, 2 and 3. UV lighting will provide both energy and operational savings. UV lighting will kill containments and increase energy efficiency through improved heat transfer. A budget turnkey price for UV lighting would be \$ 20,200.
- C) **Stand Alone Humidifiers.** The present system providing humidification consists of a dedicated steam boiler and humidifiers at each air handler. This energy conservation measure would consist of standalone humidifiers at each air handler and elimination of the existing steam boiler serving the existing humidifiers. A turnkey budget price to install new stand alone humidifiers controlled by Metasys building automations system would be \$ 45,600
- D) **New VAV Boxes and Controls-** There are 29 existing vav boxes controlled by obsolete ddc controllers that cannot be controlled monitored by existing Metasys building automation system. The controls are no longer manufactured and replacement parts are difficult to obtain. The existing boxes are manufactured that newer controls cannot be mounted on the box plus because of the age of the box thee may be close off and leakage conditions. This energy conservation measure would consist of the replacement of the boxes, new control valves, new controls and integration to Metasys building automations system. A turn-key budget price for this the new boxes and controls would be \$129,600

We look forward to working with you on a finalizing a scope for energy conservation measures.

Sincerely,
JOHNSON CONTROLS, INC.

Mark Prioletta
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