

Department of Public Works

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



Thomas M. Eeg, P.E.
Interim Commissioner of Public Works

John C. Rooney, P.E.
Interim Commissioner of Public Works/
City Engineer

March 24, 2011

Ald. Gregory Holding
Chairman, Public Works
and Services Committee
Racine, Wisconsin

RE: Upgrade Building Automation System
At Lakeview Community Center
Johnson Controls, Inc., contractor

Dear Ald. Holding:

Johnson Controls, Inc. has submitted a proposal to upgrade the Metasys control system at Lakeview Community Center. The Metasys System is proprietary and needs to interact with all the existing controls for operation of the system and Johnson Controls is the sole source for these materials.

The cost for this proposal is in the amount of \$35,532.00 and funding is available in Account 991.690.5010, Lakeview-Building Automation System.

Sincerely,

A handwritten signature in blue ink, which appears to be "T. Eeg", is written over the word "Sincerely,".

Thomas M. Eeg
Interim Commission of Public Works

TME:das



Proposal

Milwaukee Service Branch
N22 W22922 Nancys Court
Waukesha, WI 53186
262-544-5354

TO: City of Racine
730 Washington Ave
Racine, WI 53403
Mr. Bill Miller

Date: March 8, 2011
Project: Belle City Senior Center
Proposal Ref: 2

We propose to furnish the materials and/or perform the work described below for the net price of:
\$35,532.00

THIRTY-FIVE THOUSAND, FIVE HUNDRED THIRTY-TWO AND 0/100 DOLLARS

For the above price this proposal includes:

Boiler Control

- 1 (One) FEC Controller
- 4 (Four) TE-631AP Water Sensors
- 1 (One) TE-6313P Outdoor Air Sensor
- 2 (Two) H738 Current Sensor

Zone Control

- 3 (Three) FEC Controller
- 3 (Three) TE-67NT -ON000 Room Sensor

Metasys Integration

- 1 (One) Hoffman NAE3510 Panel

Start-up and Commissioning

Warranty:

Total Project – 1 year Parts and Labor

Metasys Labor – 1 Year

Third Party Material – 1 Year

Metasys Material – 3 years

This proposal DOES NOT include:

Any mechanical equipment or field device found to be non-functional or dysfunctional. i.e. leaky valves, airlines, etc.

Any applicable taxes, or special freight charges

Any Asbestos will be the responsibility of the City of Racine

IP addresses

Payment Terms:

1. Upon acceptance of this proposal, an invoice for payment in the amount of 35 percent of the contract price will be issued for job mobilization.
2. When engineering is complete and the material is shipped, you will receive an invoice for payment in the amount of 45 percent of the contract price.
3. When the installation is substantially complete you will receive an invoice for payment in the amount of 15 percent of the contract price.
4. When the commissioning is complete and the system is functioning, you will receive a final invoice for payment in the amount of 5 percent of the contract price.

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

This proposal is valid until: Apr. 30, 2011

City of Racine

Johnson Controls, Inc.

Name: _____

Name: Kyle Thompson

Title: _____

Title: Account Executive

Date: _____

Date: _____

PO: _____

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 Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI'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 PCSs, 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.** JCI 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. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount 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 JCI'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 JCI, 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, JCI 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 reasonably available substitute therefore.
4. **WARRANTY.** JCI 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 JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI 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 JCI 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.** JCI 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. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI'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 by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI 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 JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI 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 attorneys' 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.