



## AGENDA

### Building and Property Committee

Wednesday, January 11, 2017

10:00 a.m.

Jury Assembly Room

Lower Level, Courthouse Annex

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of December 14, 2016
5. Discuss/consider recommending County Board approve addendum to agreement with Johnson Controls for HVAC Planned Service Agreement at a cost of \$39,500.00, pending Corporation Counsel's approval, action if any
6. Department Head Report
  - Fieldhouse pool status
  - Ella Court usage
  - Future project plans
7. Future agenda items
8. Set next meeting date
9. Adjournment

Addendum(s) when applicable

cc: Russ Bauer  
Mike Behnke  
Gilbert Engel  
Al Sauld  
Vilas Schroeder

Supervisors present at this meeting may constitute an unintended quorum of other county board committees. Supervisors appointed to the committee shall participate in action. Others may be present to listen and observe.

**PLEASE NOTE:** AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)



## MINUTES

### Building and Property

December 14, 2016  
Jury Assembly Room  
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Russ Bauer, Mike Behnke, Al Sauld and Vilas Schroeder  
MEMBERS EXCUSED: Supervisor Gilbert Engel  
OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, Facilities Director Martin Keyport, Administrative Secretary Kari LaCount, IT Director Kevin Solway, U.P. Engineering and Architects, LLC Al Walker and Trista Hobbs, Supervisors Kathy Just and Ken Keller, UW Marinette Assistant Dean Admin and Finance Michelle Boerneke, Bay Cities Radio, Eagle Herald, and Peshtigo Times

#### 1. Call to order

Chair Behnke called the meeting to order at 10:00 a.m.

#### 2. Agenda

Motion (Sauld/Bauer) to approve agenda. Motion carried.

#### 3. Public Comment - None

#### 4. Minutes

Motion (Schroeder/Bauer) to approve minutes of November 16, 2016. Motion carried.

#### 5. Renewed Opportunity to Utilize Use of Ella Court Facility

Motion (Schroeder/Bauer) to recommend County Board allow discussions and negotiations with the City of Marinette for utilization of the Ella Court building. Motion carried.

#### 6. Revised 2017 CIP

Motion (Schroeder/Sauld) to recommend County Board approve revised Facilities and Maintenance 2017 CIP. Motion carried. Exhibit A

#### 7. Agreement with Tyco SimplexGrinnell for Pre-paid Service/ Labor Hours

Motion (Schroeder/Bauer) to approve entering into agreement with Tyco SimplexGrinnell for pre-paid service/repair labor hours at a cost of \$4,500.00, pending Corporation Counsel's approval. Motion carried. Exhibit B

**8. Agreement with OTIS Elevator for Annual Lubricate and Survey Service**

Motion (Sauld/Schroeder) to approve agreement with OTIS Elevator for annual lubricate and survey service at a cost of \$4,404.00, pending Corporation Counsel's approval. Motion carried. Exhibit C

**9. List of Surplus Maintenance Items**

Motion (Sauld/Bauer) to approve additional listing of surplus items on WI Surplus Auction website. Motion carried. Exhibit D

**10. UW Marinette Housing – Discussion only.**

**11. Pending RFP's - None**

**12. Facilities Director's Report**

- Infrastructure report on Old LEC
- Fieldhouse pool equipment update

**13. Future Agenda Items**

**14. Correspondence – Thank you from Niagara Senior Center Exhibit E**

**14. Adjournment**

Motion (Sauld/Schroeder) to adjourn at 11:10 a.m. Motion carried.

Next meeting date: January 11, 2017 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk

Date approved/corrected:



# PLANNED SERVICE RENEWAL

10/18/2016

Attn: Martin Keyport  
Marinette County - Courthouse  
1926 Hall Ave  
Marinette WI 54143-1717

Marinette County - Courthouse 2017



Dear Martin:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-2864844732) will expire on 12/31/2016. We are pleased to offer a one year continuation per the bid terms of your current agreement for the annual sum of \$39,500, to be paid monthly. This agreement will not automatically renew per the bid terms. The scope will remain the same and the term of this contract will be 2/1/2017 to 1/31/2018 per your requested change. Invoices will be sent to:

Marinette County Court House  
1926 Hall Ave  
Marinette WI 54143

To continue service, please sign below and return to me by 2/15/2017. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,  
Johnson Controls

Leif Nygaard  
Johnson Controls – Appleton WI  
Branch 0N07  
N961 Tower View Dr  
Greenville WI 54942-8030  
[Leif.P.Nygaard@jci.com](mailto:Leif.P.Nygaard@jci.com)  
Phone: 920-831-3801

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Title: \_\_\_\_\_

PO/Requisition #: \_\_\_\_\_

## MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and Johnson Controls, Inc., hereinafter referred to as VENDOR, for the purpose of the HVAC PSA – Non-Highway Facilities.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Jim Swanson  
Whose principal business address is: Maintenance Department  
1926 Hall Avenue  
Marinette, WI 54143

VENDOR agent and contact person is:

Name: Leif Nygaard  
Title: Branch Service Manager  
Company: Johnson Controls, Inc.  
Address: N961 Tower Drive  
City, State: Greenville, WI 54942  
Telephone: 866.854.4713

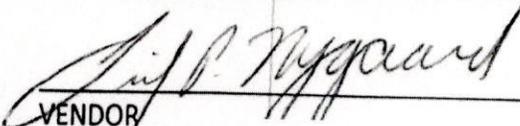
2. VENDOR agrees to provide the services to Marinette County, as set forth in the Request for Proposal, RFP #15-059-34, dated 11/18/2015 and the response, dated 12/17/2015, at a cost of \$39,500, both documents attached and incorporated by reference as Attachment A.
3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
  - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
  - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.
7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

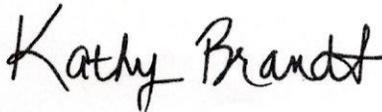
General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

  
 \_\_\_\_\_  
 VENDOR

1/5/2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Kathy Brandt, County Clerk

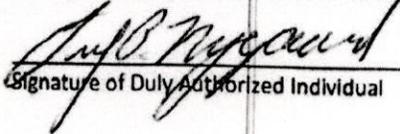
\_\_\_\_\_  
 Date

ATTACHMENT A  
RFP#15-059-34  
HVAC PSA NON HIGHWAY FACILITIES  
TABULATION SHEET

HVAC PSA NON HIGHWAY FACILITIES  
Per Specifications

\$ 39,500.00

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

  
Signature of Duly Authorized Individual

12/17/2015  
Date

Printed Name: Leif Nygaard  
Title: Branch Service Manager  
Address: N961 Tower View Dr Greenville WI 54942  
Phone Number: 866-854-4713  
Email Address: leif.p.nygaard@jci.com

~~Addendum #1 Item #12 - inspection of 5 extra units  
\$1,400 which include a lift.~~

ATTACHMENT B  
RFP#15-059-34  
HVAC PSA NON HIGHWAY FACILITIES  
STATEMENT OF UNDERSTANDING OF PROPOSAL

Johnson Controls Inc  
Vendor name

N961 Tower View Dr  
Vendor's address

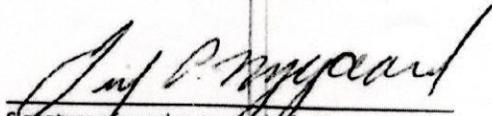
Greenville WI 54942  
City State Zip code

Leif Nygaard Branch Service Manager  
Contact person's name & position

866-854-4713 866-348-3796  
Vendor's Phone number Vendor's Fax Number

We have read the County's Request for Proposals (RFP) #15-059-34 – HVAC PSA NON HIGHWAY FACILITIES and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

  
Signature of vendor or vendor's Representative

12/17/2015  
Date

**ATTACHMENT C  
RFP#15-059-34  
HVAC PSA NON HIGHWAY FACILITIES  
ADDENDUM SHEET**

*(If Addendums exist for this project, please sign, date, and submit with Proposal.)*

The undersigned acknowledges receipt of the following addenda:

Addendum #1	<u>X</u>	Initials	<u><i>pm</i></u>
Addendum #2	_____	Initials	_____
Addendum #3	_____	Initials	_____
Addendum #4	_____	Initials	_____
Addendum #5	_____	Initials	_____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name *Jeff P. Pappas* Signature

Date *12/17/2015*

All vendors are responsible to check for addenda, posted on the county website at [www.marinettecounty.com](http://www.marinettecounty.com), for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

**ADDENDUM TO AGREEMENT**

An agreement was made and entered into by and between Marinette County, a Wisconsin municipality, and Johnson Controls, Inc., a Wisconsin corporation, on January 5<sup>th</sup>, 2016 for the purpose of the HVAC PSA – Non Highway Facilities.

Marinette County and Johnson Controls, Inc. agree the underlying Agreement shall be extended for a period of one year starting 2/1/2017, ending 1/31/2018, at the annual cost of \$39,500.00 under the same terms and conditions as the underlying Agreement, which is attached and incorporated by reference.

Dated: \_\_\_\_\_ 2017.

Dated: \_\_\_\_\_ 2017.

Marinette County

Johnson Controls, Inc.

\_\_\_\_\_  
Brandt  
County Clerk

\_\_\_\_\_  
Leif P. Nygaard  
Authorized agent

Kathy

\_\_\_\_\_  
Martin Keyport  
Facilities Director