



AGENDA

BUILDING AND PROPERTY COMMITTEE

Tuesday, January 9, 2018
10:00 a.m.
UW Fieldhouse, Room F108
1125 University Ave

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of December 12, 2017
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. Facility Director Report
 - Fieldhouse HVAC project update
7. Tour of Fieldhouse/pool
8. Ella Court Building update
9. Future agenda items
10. Set next meeting date
11. Adjournment

Addendum(s) when applicable

cc: Russ Bauer
Mike Behnke
Gilbert Engel
Fred Meintz
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 12, 2017

10:00 a.m.

Jury Assembly Room

Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Russ Bauer, Mike Behnke, Gilbert Engel, Fred Meintz and Vilas Schroeder

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, Facilities Director Martin Keyport, County Administrator John Lefebvre, Land Information Director Greg Cleereman, Area UW Extension Director Nancy Crevier and Eagle Herald

1. Call to order

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

2. Agenda

Motion (Engel/Schroeder) to approve agenda. Motion carried.

3. Public Comment – None

4. Minutes

Motion (Engel/Meintz) to approve minutes of October 10, 2017 11, 2017. Motion carried.

5. Space Use Agreement with UW-Extension for Area Extension Director

Motion (Engel/Behnke) to recommend County Board approve entering into a Space Use Agreement with the UW-Extension for the Area Extension Director, term to be negotiated up to six months and amount to be charged based upon cost, contingent upon Corporation Counsel's approval of the agreement. Motion carried. Exhibit A

6. Relocation of UW-Extension Department within the Courthouse

Motion (Schroeder/Meintz) to approve the relocation of the UW-Extension Department within the courthouse to the first floor (Land Information Conference room) to address the staffing reduction concerns. Motion carried.

7. Request from CASA of Brown County to Utilize Vacant Office Space

Motion (Schroeder/Engel) to recommend County Board approve the request from CASA of Brown County to utilize vacant office space within one of the County Facilities at no charge and to authorize County Administrator and Corporation Counsel to draft an agreement. Motion carried.

8. Purchase of Three (3) 2018 Chevrolet Impalas

Motion (Schroeder/Bauer) to recommend County Board approve the purchase of three (3) 2018 Chevrolet Impalas from Ewald Chevrolet Buick for a total cost of \$71,776.50. Motion carried. Exhibit B

9. Purchase of One (1) Dodge Grand Caravan SE

Motion (Engel/Meintz) to recommend County Board approve purchase of a 2018 Dodge Grand Caravan SE from Ewald Chevrolet Buick at a cost of \$23,175.50. Motion carried. Exhibit B

10. Purchase of One (1) 2018 Dodge Grand Caravan SE to Replace Vehicle #27

Motion (Schroeder/Bauer) to recommend County Board approve purchase of a 2018 Dodge Grand Caravan SE from Ewald Chevrolet Buick at a cost of \$23,175.50, to replace vehicle #27 which was declared a total loss and County will receive insurance recovery for. Motion carried. Exhibit B

11. Facility Director Report

- Ordinance 3.03 Disposal of County-owned surplus – discussion only
- Field House Project update

12. Ella Court Building update – nothing at this time

13. Future Agenda Items

- Ordinance 3.03 Disposal of County-owned surplus – discussion only

14. Adjournment

Motion (Engel/Bauer) to adjourn at 10:58 a.m. Motion carried.

Next meeting date: Tuesday, January 9, 2017 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk
Date approved/corrected:



PLANNED SERVICE RENEWAL

1/2/2018

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



Marinette County Courthouse Planned Service Agreement
2018-2019

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 (1-45877265349) will expire on 01/31/2018. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$39,500.00, to be paid monthly. The scope will remain the same and the term of this contract will be 02/01/2018 to 01/31/2019. Invoices will be sent to:

Marinette County Court House
1926 Hall Ave
Marinette WI 54143

To continue service without interruption, please sign below and return to me by 1/15/2018. 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

Denise Toman
JOHNSON CONTROLS APPLETON WI
CB - 0N07
N961 Tower View Dr
Greenville WI 54942-8030
Denise Toman
Denise.Toman@jci.com
Phone: (920) 831-3816

Customer Signature: _____

Customer Name: _____

Customer Title: _____

PO/Requisition #: _____

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 5th, 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 2/1/2018, ending 1/31/2019, 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: _____ 2018.

Dated: _____ 2018.

Marinette County

Johnson Controls, Inc.

Kathy Brandt
County Clerk

Leif P. Nygaard
Authorized agent

Martin Keyport
Facilities Director

**REQUEST FOR PROPOSAL (RFP)
#15-059-34**

**FOR:
HVAC – PLAN SERVICE AGREEMENT (PSA)
FOR NON HIGHWAY FACILITIES**

**POSTING DATE:
NOVEMBER 18, 2015**



**RESPONSE DEADLINE:
DECEMBER 18, 2015
10:00 A.M. CENTRAL STANDARD TIME (CST)**

**TO:
JAMES SWANSON, FACILITIES DIRECTOR
MARINETTE COUNTY MAINTENANCE DEPARTMENT
1926 HALL AVENUE
MARINETTE, WI 54143**

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I. BACKGROUND

This request for proposal is for a HVAC - Planned Service Agreement (PSA) for non-highway facilities. This includes the Courthouse, Courthouse Annex, Ella Court Building, Health & Human Services Building, Stephenson Public Library and the Law Enforcement Center (LEC).

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	11/18/15
Site Walk Through at 9:00 a.m. on: (Call (715) 732-7500 to be added to list for site walk through)	12/4/15
RFP questions due by 2:00 p.m.	12/7/15
RFP questions answered by 2:00 p.m.	12/11/15
RFP responses due from potential vendors by 10:00 a.m.	12/18/15

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Facilities Director by no later than **10:00 a.m. central time on December 18, 2015**. Proposals shall be clearly labeled **RFP#15-059-34 – HVAC PSA NON HIGHWAY FACILITIES** and submitted to the location/address listed below. Faxed proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Jim Swanson, Facilities Director
Marinette County Maintenance Department
RFP#15-059-34 – HVAC PSA NON HIGHWAY FACILITIES
1926 Hall Avenue
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, December 7, 2015, via e-mail to jswanson@marinettecounty.com. Clearly mark the e-mail **RFP#15-059-34 – HVAC PSA NON HIGHWAY FACILITIES**. Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on December 11, 2015, not later than 2:00 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and one copy are required to be submitted.

The proposal must include:

Attachment A, RFP#15-059-34 HVAC PSA NON HIGHWAY FACILITIES

Attachment B, Statement of Understanding of Proposal

Attachment C, Addendum Sheet – if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

BACKGROUND:

Marinette County is requesting proposals for a HVAC - Planned Service Agreements (PSA) for non-highway facilities, which includes the Courthouse, Courthouse Annex, Ella Court Building, Health & Human Services Building, Stephenson Public Library and the Law Enforcement Center (LEC).

Non-Highway Facilities

Courthouse and Courthouse Annex – 1926 Hall Avenue, Marinette, WI 54143

Ella Court Building – 1926 Ella Court, Marinette, WI 54143

Health & Human Services Building – 2500 Hall Avenue, Marinette, WI 54143

Stephenson Public Library – 1700 Hall Avenue, Marinette, WI 54143

Law Enforcement Center – 2161 University Drive, Marinette, WI 54143

SCOPE:

Agreement will be for one-year with a Marinette County option to extend up to five-years.

Bids to include detailed scope of services included. The attached list is a minimum scope of services.

INCLUDES:

- Non-highway facilities
 - Steam trap survey -- Courthouse building only
 - Leak test survey of all pneumatic control systems
 - Boiler water-side cleaning – Courthouse building only
 - Fall start-up of heating systems
 - Combustion analysis and fire-side cleaning at all locations
 - Chiller operational service, including spring start-up
 - Chiller refrigerant analysis
 - Vibration analysis on all air-handling units
 - Oil analysis on chillers
 - Annual analysis (minimum) of glycol chemistry
 - Mechanical technician hours – 96-hours of on-site repair services
 - Can be used at Marinette County discretion to make repairs, analyze operation, etc.
 - Programmer hours – 80-hours of on-site controls work
 - Used to update Metasys and Automated Logic software subscriptions and maintenance and adding/upgrading data collection/displays

ADDITIONAL INFORMATION:

- All waste to be removed from site.
 - All work performed by certified technicians. Qualifications must be submitted prior to finalizing agreement.
 - Work must be scheduled with Marinette County 48 hours prior to work commencing, except for emergency.
 - All work must be performed in accordance with safe work practices.
 - Any materials, lifts, ladders, etc. to be provided by vendor unless otherwise agreed upon.
-
- **Site walk-through on December 4, 2015 at 9:00 a.m. (Call (715) 732-7500 to be added to list for site walk through.)**

LIST OF MINIMUM EQUIPMENT:

Non-highway facilities

- Courthouse boilers (2 units)
- Courthouse chillers (2 units)
- Courthouse air-handling unit (1 unit)
- Courthouse steam traps (Approx. 140 steam traps)
- Annex air-handling units (2 units)
- HHS boilers (3 units)
- HHS air-handling units (2 units)
- Law Enforcement Center boilers (2 units)
- Law Enforcement Center chillers (2 units)
- Law Enforcement Center air-handling units (5 units)
- Ella Court air-handling unit (1 unit)
- Stephenson Public Library boiler (1 unit)
- Stephenson Public Library air-handling units (2 units)

VII. WORKERS COMPENSATION INSURANCE

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

VIII. AUTO LIABILITY INSURANCE

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

IX. GENERAL LIABILITY INSURANCE

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

X. ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

XI. SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

XII. WAIVER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

XIII. PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XIV. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XV. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

XVI. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XVII. ATTACHMENTS

Attachment A, RFP#15-059-34 – HVAC PSA NON HIGHWAY FACILITIES

Attachment B, Statement of Understanding

Attachment C, Addendum Sheet

Attachment D, Sample Contract

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.

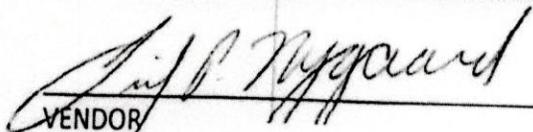
- COUNTY will pay no fringe benefits or other compensation to VENDOR.

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.

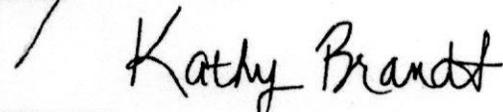
8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, 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

January 27, 2016

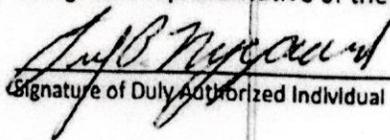
 Date

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

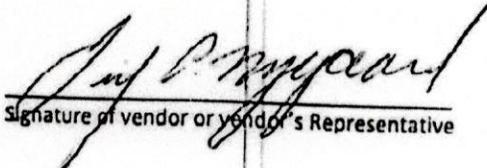
Vendor's Phone number

866-348-3796

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>pm</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 *Jim P. Pappas* Signature

Date *12/17/2015*

All vendors are responsible to check for addenda, posted on the county website at 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.