



MINUTES

Building and Property

January 11, 2017
Jury Assembly Room
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Russ Bauer, Mike Behnke, Gilbert Engel,
Al Sauld and Vilas Schroeder

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, Facilities
Director Martin Keyport, Interim Administrator John Lefebvre,
and Eagle Herald

1. Call to order

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

2. Agenda

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

3. Public Comment - None

4. Minutes

Motion (Bauer/Sauld) to approve minutes of December 14, 2016. Motion carried.

5. Addendum to Johnson Controls Agreement for HVAC

Motion (Sauld/Bauer) to recommend County Board approve addendum extension of existing contract until January 31, 2018 to agreement with Jonson Controls for HVAC Planned Service Agreement at a cost of \$39,500.00, pending Corporation Counsel's approval. Motion carried. Exhibit A

6. Facility Director Report

- Fieldhouse pool status
- Ella Court usage
- Future project plans – RFP for pool and prioritize projects
- Interim Administrator, John Lefebvre – UW residence housing proposal: BAMC is taking the lead on investigating the possibility of repurposing a portion of the existing BAMC facility and UW is taking the lead on considering the placement of a residence housing on the campus or adjacent to the campus (on BAMC property), UW is also considering

preparing a facilities master plan to evaluate the future needs of the university specifically relating to parking and buildings.

- Replacement of roof antenna tower – one proposal was received, seeking other comparable proposals

7. Future Agenda Items

8. Adjournment

Motion (Bauer/Engel) to adjourn at 10:48 a.m. Motion carried.

Next meeting date: Wednesday, February 1, 2017 at 10:00 a.m.

Meeting date is changed to the first Wednesday of the month due to Supervisor Engel having conflict with another meeting schedule.

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
 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

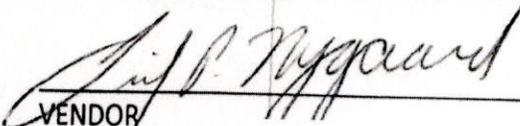
2. VENDOR agrees to provide the services to Marinette County, as set forth in the Request for Proposal, RFP #15-059-34, dated 11/18/2015 and the response, dated 12/17/2015, at a cost of \$39,500, both documents attached and incorporated by reference as Attachment A.
3. VENDOR agrees to present manufacturer's 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.

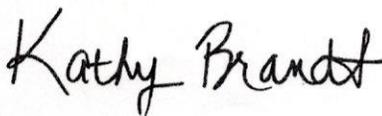
8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever,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

January 27, 2016

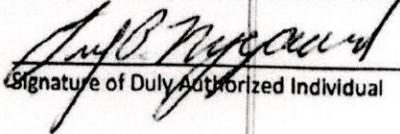
 Date

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

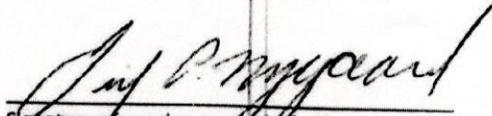
Greenville WI 54942
City State Zip code

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

866-854-4713 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, 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 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 2/1/2017, 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