

# ROCK COUNTY, WISCONSIN



**GENERAL SERVICES COMMITTEE  
TUESDAY, DECEMBER 7, 2021 – 7:30 A.M.**

**DR. DANIEL HALE WILLIAMS ROCK COUNTY RESOURCE CENTER  
ELM CONFERENCE ROOM  
1717 CENTER AVENUE  
JANESVILLE, WI 53546**

## Agenda

1. Call to Order
2. Approve Agenda
3. EXECUTIVE SESSION: Per Section 19.85(1)(e), Wis. Stats. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Return to open session at 7:35 A.M. or as soon thereafter as executive session concludes.

4. Public Comment
5. Approval of Minutes – November 16, 2021
6. Review of payments
7. Transfers
8. Resolutions and Committee Action
  - a. Awarding a Contract for Boiler Replacements and Energy Efficiency Upgrades at Rock County Courthouse
  - b. Approval to Enter into a Lease Agreement with Alliant Energy to Install a 1.4-Megawatt Solar Array on County-owned Property
9. Reports, Updates, Discussion and Possible Action
  - a. Public Works Updates
    - i. Wash bay
    - ii. Security measures

- b. Dr. Daniel Hale Williams Rock County Resource Center updates
    - i. Approval of Change Orders
      - 1. Change Order #14
    - ii. Sound issues
  - c. 911/IT renovation updates
    - i. Schedule
  - d. District Attorney renovation updates
    - i. Schedule
    - ii. Approval of Change Orders
      - 1. Change Order #1
      - 2. Change Order #2
10. Communications, Announcements, and Information
11. Tour of Dr. Daniel Hale Williams Rock County Resource Center
12. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

# ROCK COUNTY, WISCONSIN



## GENERAL SERVICES COMMITTEE Minutes – NOVEMBER 16, 2021

**Call to Order.** Vice-Chair Brien called the meeting of the General Services Committee to at 7:30 A.M., on Tuesday, November 16, 2021, at the 911 Communications Center.

**Committee Members Present:** Supervisors Wilson, Homan, and Brien.

**Committee Members Absent:** Supervisors Potter and Fox.

**Staff Members Present:** Josh Smith, County Administrator; Randy Terronez, Assistant to the County Administrator; Brent Sutherland, Facilities Director; Kathy Sukus, Communications Director; Terri Carlson, Risk Manager; and Dara Mosely, IT Deputy Director.

**Others Present:** Brian Zobel, UW Whitewater at Rock County.

**Approval of Agenda.** Supervisor Homan moved approval of the agenda, second by Supervisor Wilson. ADOPTED.

**Public Comment.** None

### **Approval of Minutes – November 2, 2021**

Supervisor Wilson moved approval of the November 2, 2021 minutes as presented, second by Supervisor Homan.

### **Review of payments**

The committee reviewed the payments.

### **Transfers**

None.

### **Resolutions and Committee Action**

#### **Recognizing Delores Smith**

“NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors at its regular meeting this day of , 2021, directs that a sincere expression of recognition be given to Delores Smith for her 31 years of service and expresses to her best wishes for the future.”

Supervisor Wilson moved approval of the above resolution, second by Supervisor Homan. ADOPTED.

**Authorizing Approval to Double Fill Rock Haven Administrative Assistant Position for Facilities Management**

“NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2021 does hereby approve and authorize double filling the Administrative Assistant position for Rock Haven.”

Supervisor Wilson moved approval of the above resolution, second by Supervisor Homan. Brent Sutherland spoke to this. He explained that this would allow Delores to train the new administrative assistant. ADOPTED.

**Approval to move forward with the sale of parking lot space to neighboring property owner 1747 Center Avenue**

Brent spoke to this. He explained that he wanted to come to the committee to get their approval before moving forward. He added that there is a gas station that would like to utilize these spaces that are usually unused at the Dr. Daniel Hale Williams Rock County Resource Center. Supervisor Homan asked why the County is also required to have parking areas that are unused. Brent explained that the calculation for parking spots is based a lot on storm water drainage.

Supervisor Wilson moved approval to move forward with the sale of parking lot space to neighboring property owner at 1747 Center Avenue, second by Supervisor Homan.

**Reports, Updates, Discussion and Possible Action**

**Dr. Daniel Hale Williams Rock County Resource Center updates**

**Approval of Change Orders**

None.

**Sound issues**

Brent reported to the committee that they had figured out what the issue was with the sound. He reminded them that sound was traveling when it should not be. Brent stated that in some areas, the ceiling plan did not match the schedule. To fix, they are gluing the correct tiling over the current tiling. He let the committee know that there will be a change order coming to committee for approval for this.

**911/IT renovation updates**

**Schedule**

Brent informed the committee that the bus stop behind the building will not be shut down during construction and the road to the stop will remain open during construction. He let the committee know that they are still on track for completion.

**District Attorney renovation updates**

**Schedule**

Brent informed the committee that phase 1 will be competed at the end of December. The furniture is delayed, so they will need to use temporary furniture.

**Update on initiatives to improve access to current County bids**

Brent informed the committee that he worked to make the bids easier to find on the Rock County website. Brent had IT move the link for bids to the homepage and to the Facilities

webpage to make bids easier to find. He also became a member of the Minority Contractors Association. He is also working with local contractors to make sure they are aware of bidding opportunities.

**Communications, Announcements, and Information**

Brent informed the committee that he has been asked to be on the UW-Whitewater Rock County Dean selection committee.

Supervisor Brien asked if Brent knew where the next meeting would be held. Brent responded that he would like the next meeting to be at the Dr. Daniel Hale Williams Rock County Resource Center (DWRC). The Sheriff's building would be after the DWRC. He asked the committee to let him know if there are others that they would like to see.

**Building Tour**

Kathy Sukus led the committee on a tour of the 911 Communications Center.

**Adjournment**

Supervisor Wilson moved adjournment at 8:44 A.M., second by Supervisor Brien. ADOPTED.

Respectfully submitted,

Haley Hoffman  
Office Coordinator

**NOT OFFICIAL UNTIL APPROVED BY COMMITTEE**

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
18-1810-0000-61920	Physicals	P2102202	11/11/2021	SSM HEALTH MEDICAL GROUP	FLEX STRENGTH EXAM	70.00
18-1810-0000-62119	Other Services	P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	138.67
18-1810-0000-62160	Cleaning Contrac	P2100210	11/24/2021	DIVERSIFIED BUILDING MAINTENAN	JANITORIAL SERVICES FOR SEPT	34,976.61
18-1810-0000-62400	R & M Services	P2100199	11/18/2021	ILLINGWORTH KILGUST MECHANICAL	WORK AT COURTHOUSE	238.94
		P2100907	11/18/2021	QUALITY DOOR LLC	DOOR CAME OFF TRACK	445.00
18-1810-0000-63500	R&M Supplies	P2100162	11/24/2021	GRAINGER	SUPPLIES FOR CTHS	324.36
		P2100164	11/04/2021	HARRIS ACE HARDWARE LLP	SUPPLIES FOR COURTHOUSE	29.16
		P2100168	11/24/2021	MENARDS	SUPPLIES FOR COURTHOUSE	351.36
		P2100169	11/11/2021	BJ ELECTRIC SUPPLY INC	SUPPLIES FOR COURTHOUSE	11.74
		P2100185	11/24/2021	JACK AND DICKS FEED AND GARDEN	50LB SOLAR SALT FOR CTHS	96.00
		P2100188	11/18/2021	JANESVILLE WINSUPPLY COMPANY	FILTERS	608.26
		P2100191	11/24/2021	NAPA AUTO PARTS	BATTERY TERMINAL FOR LIFT	7.98
		P2100214	11/18/2021	US BANK	SUPPLIES FOR COURTHOUSE	2,358.39
		P2100306	11/24/2021	BATTERIES PLUS LLC	12V 27M DUR ULTRA AGM 30 -CTHS	206.86
		P2100340	11/18/2021	DVORAK LANDSCAPE SUPPLY LLC	SALT FOR VARIOUS BUILDINGS	5,865.30
		P2101440	11/11/2021	SCHWAAB INC	SIGNS FOR COURTHOUSE	586.34
18-1810-0000-64008	ADA Supplies	P2102060	11/11/2021	AUTOMATIC ENTRANCES OF WISCONS	RADIO-CONTROLLED TOUCHLESS	3,260.00
<b>Facilities Management PROG TOTAL</b>						<b>49,574.97</b>
18-1811-0000-62119	Other Services	P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	113.75
18-1811-0000-62160	Cleaning Contrac	P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - HEALTH CLEANING	1,566.76
18-1811-0000-63500	R&M Supplies	P2100168	11/24/2021	MENARDS	SUPPLIES FOR HEALTH DEPT	429.13
		P2100170	11/11/2021	SHERWIN WILLIAMS	PAINT FOR COA SIDE	686.56

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
<b>Public Health/COA PROG TOTAL</b>						<b>2,796.20</b>
18-1812-0000-62119	Other Services					
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	113.75
18-1812-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - YSC CLEANING	2,175.00
18-1812-0000-62400	R & M Services					
		P2100201	11/24/2021	HOH WATER TECHNOLOGY INC	GALLON BYPASS FEEDER FOR YSC	548.00
<b>Youth Services Center PROG TOTAL</b>						<b>2,836.75</b>
18-1815-0000-62119	Other Services					
		P2100265	11/18/2021	UNIFIRST CORP	UNIFORMS	81.19
		P2101641	11/11/2021	BADGERLAND DISPOSAL LLC	TRASH/RECYCLING SERVICE	165.00
18-1815-0000-62160	Cleaning Contrac					
		P2100261	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	OCTOBER JANITOR SERVICE	11,899.50
18-1815-0000-62400	R & M Services					
		P2100276	11/11/2021	PORTERS LAWN AND POWER EQUIPME	HEAVY DUTY TRACTOR BATTERY	55.95
18-1815-0000-63500	R&M Supplies					
		P2100234	11/18/2021	AIRGAS NORTH CENTRAL	AIRGAS RENT	172.33
		P2100269	11/11/2021	KWIK TRIP EXTENDED NETWORK	FUEL	848.06
		P2100434	11/04/2021	MENARDS	HCC R&M	16.47
<b>HCC Building Complex PROG TOTAL</b>						<b>13,238.50</b>
18-1816-0000-62119	Other Services					
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	45.50
18-1816-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - 911 CLEANING	1,400.00
18-1816-0000-63500	R&M Supplies					
		P2100168	11/11/2021	MENARDS	SUPPLIES FOR 911	107.18
		P2100214	11/18/2021	US BANK	SUPPLIES FOR 911	244.84
<b>Communication Center PROG TOTAL</b>						<b>1,797.52</b>
18-1817-0000-62400	R & M Services					

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Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - UW EXT CLEANING	2,369.50
<b>ASC Building PROG TOTAL</b>						<b>2,369.50</b>
18-1818-0000-62119	Other Services					
		P2100268	11/18/2021	UNIFIRST CORP	UNIFORMS	46.23
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	656.50
18-1818-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - SHERIFFS CLEANING	4,350.22
18-1818-0000-62400	R & M Services					
		P2100198	11/04/2021	COLLINS SANITARY	DISPOSAL OF SLURRY AT JAIL	250.00
		P2100204	11/24/2021	CONGRESS GLASS INC	MIRROR DOOR GLASS FOR JAIL	1,390.00
		P2101195	11/04/2021	SGTS INC	FURNISH AND INSTALL CAMERA	2,644.00
		P2102165	11/18/2021	GUILLENS COMPANY LLC	KITCHEN HOOD CLEANING	550.00
18-1818-0000-63500	R&M Supplies					
		P2100159	11/18/2021	FIRST SUPPLY LLC-JANESVILLE	SINK CARTRIDGES	595.15
		P2100162	11/11/2021	GRAINGER	SUPPLIES FOR JAIL	542.48
		P2100168	11/24/2021	MENARDS	SUPPLIES FOR JAIL	409.32
		P2100185	11/24/2021	JACK AND DICKS FEED AND GARDEN	50LB SOLAR SALT FOR JAIL	627.20
		P2100188	11/18/2021	JANESVILLE WINSUPPLY COMPANY	HONEYWELL PARTS AHU	932.86
		P2100191	11/18/2021	NAPA AUTO PARTS	FUEL FILTER	20.89
		P2100214	11/18/2021	US BANK	SUPPLIES FOR JAIL	254.42
		P2100259	11/11/2021	FASTENAL COMPANY	SUPPLIES FOR JAIL	138.89
<b>Jail PROG TOTAL</b>						<b>13,408.16</b>
18-1819-0000-62119	Other Services					
		P2100444	11/11/2021	TRUGREEN	TREAT SOCCER FIELD - UW ROCK	286.59
18-1819-0000-62400	R & M Services					
		P2100209	11/11/2021	JF AHERN COMPANY	QUARTERLY INSPECTION - UW ROCK	265.00
18-1819-0000-63500	R&M Supplies					
		P2102156	11/11/2021	STANLEY CONVERGENT SECURITY SO	REPAIR DIAGNOSTIC FOR UW - ROC	1,344.00
<b>UW-Whitewater at Rock County PROG TOTAL</b>						<b>1,895.59</b>

18-1820-0000-62119 Other Services

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Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	62.30
18-1820-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	OCT - БЕЛОIT CLEANING	2,145.50
18-1820-0000-63500	R&M Supplies					
		P2100214	11/18/2021	US BANK	SUPPLIES FOR БЕЛОIT	469.68
<b>Eclipse Center PROG TOTAL</b>						<b>2,677.48</b>
18-1821-0000-62119	Other Services					
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	178.67
18-1821-0000-63500	R&M Supplies					
		P2100168	11/18/2021	MENARDS	SHOP SUPPLIES FOR 1717	109.25
		P2100214	11/18/2021	US BANK	TOOLS FOR JOB CENTER	119.00
<b>Job Center PROG TOTAL</b>						<b>406.92</b>
18-1822-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - FRANKLIN ST CLEANING	452.76
<b>Franklin Street PROG TOTAL</b>						<b>452.76</b>
18-1823-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - COURT ST CLEANING	175.92
<b>Court Street PROG TOTAL</b>						<b>175.92</b>
18-1824-0000-62119	Other Services					
		P2100745	11/24/2021	SAFEWAY PEST CONTROL	MONTHLY PEST CONTROL	45.00
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	337.97
18-1824-0000-62160	Cleaning Contrac					
		P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	SEP - DPW ORFORDVILLE CLEANING	2,351.52
18-1824-0000-62400	R & M Services					
		P2100196	11/24/2021	JANESVILLE DOOR CO LTD	SERVICE CALL FOR DPW	685.60
		P2100198	11/18/2021	COLLINS SANITARY	STORAGE TANK PUMPING	375.00
		P2102225	11/18/2021	FOLEY ELECTRIC INC	POWER FOR BRINE PUMP	170.00
18-1824-0000-63500	R&M Supplies					
		P2100168	11/11/2021	MENARDS	SUPPLIES FOR DPW	11.48

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Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P2100169	11/04/2021	BJ ELECTRIC SUPPLY INC	HVCA RELAYS	184.49
		P2100170	11/04/2021	SHERWIN WILLIAMS	SHOP PAINT SUPPLIES	84.52
		P2101599	11/18/2021	CONSOLIDATED ELECTRICAL DISTRI	PARTS FOR SALT SHED	42.38
<b>Hwy Buildings and Grounds PROG TOTAL</b>						<b>4,287.96</b>
18-1828-0000-62119	Other Services					
		P2101652	11/18/2021	BADGERLAND DISPOSAL LLC	DUMPSTER SERVICE	283.00
18-1828-0000-62400	R & M Services					
		P2100730	11/18/2021	GFL SOLID WASTE MIDWEST LLC	TRASH SERVICE	128.64
18-1828-0000-63500	R&M Supplies					
		P2100214	11/18/2021	US BANK	SUPPLIES FOR FAIRGROUNDS	192.66
		P2100408	11/04/2021	HOME DEPOT/GECF	STENCIL LETTERS FOR FAIRGROUND	11.98
<b>Fairgrounds PROG TOTAL</b>						<b>616.28</b>
18-1835-0000-67200	Capital Improve					
		P2100989	11/04/2021	VENTURE ARCHITECTS LLC	ARCHITECTURAL AND ENGINEERING	40,985.51
<b>Pinehurst Project PROG TOTAL</b>						<b>40,985.51</b>
18-1837-0000-67200	Capital Improve					
		P2101197	11/11/2021	CORPORATE CONTRACTORS INC	EXTERIOR WALL RESTORATIONS	788.35
<b>Jail Capital Improvements PROG TOTAL</b>						<b>788.35</b>
18-1842-0000-67200	Capital Improve					
		P2001115	11/04/2021	VENTURE ARCHITECTS LLC	ARCHITECTURAL AND ENGINEERING	2,713.34
		P2001886	11/18/2021	ELECTRIC CONSTRUCTION INC	FIRE ALARM	17,979.94
		P2101197	11/11/2021	CORPORATE CONTRACTORS INC	EXTERIOR WALL RESORTATIONS	8,132.16
		P2101745	11/11/2021	BAUER AND RAETHER BUILDERS INC	RENOVATION OF DISTRICT ATTORNE	69,555.20
18-1842-0000-67250	R&M Projects					
		P2100765	11/04/2021	HALVERSON CARPET CENTER LTD	1ST FLOOR CORRIDOR	4,798.00
		P2100775	11/11/2021	INDUSTRIAL ROOFING SERVICES IN	PROFESSIONAL SERVICES RELATED	5,200.00
		P2101224	11/04/2021	HALVERSON CARPET CENTER LTD	REMOVE AND INSTALL	19,046.00
<b>Courthouse Facility Cap Proj PROG TOTAL</b>						<b>127,424.64</b>

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
18-1857-0000-62119	Other Services	P2100745	11/11/2021	SAFEWAY PEST CONTROL	BAIT TRAPS - 1717	266.00
18-1857-0000-62400	R & M Services	P2100210	11/11/2021	DIVERSIFIED BUILDING MAINTENAN	RIBBON CUTTING AT DWRC	29,188.50
		P2102153	11/11/2021	R AND B PEST CONTROL LLC	SPRAYING FOR BED BUGS AT DWRC	630.00
18-1857-0000-63500	R&M Supplies	P2100168	11/11/2021	MENARDS	SUPPLIES FOR DWRC	140.16
		P2100214	11/18/2021	US BANK	SUPPLIES FOR DWRC	717.63
		P2100270	11/04/2021	JOHNSON PLASTICS	HS R&M	233.42
		P2100284	11/18/2021	US BANK	HS R&M	400.82
		P2100434	11/04/2021	MENARDS	HS R&M	60.64
		P2102147	11/04/2021	SGTS INC	HID MULTICLASS SE RP40 READER	417.16
18-1857-0000-67200	Captial Improve	P2100214	11/18/2021	US BANK	CAPITAL ITEMS FOR DWRC	1,602.00
<b>Human Services Building PROG TOTAL</b>						<b>33,656.33</b>
18-1858-0000-67200	Captial Improve	P2002108	11/04/2021	VENTURE ARCHITECTS LLC	ARCHITECTURAL AND ENGINEERING	8,508.27
		P2101893	11/24/2021	JP CULLEN AND SONS INC	911/IT REMODEL	45,000.00
<b>IT and 911 Building Project PROG TOTAL</b>						<b>53,508.27</b>
18-1859-0000-67200	Captial Improve	P2101970	11/11/2021	PROFESSIONAL SERVICE INDUSTRIE	LIMITED PRE-RENOVATION ASBESTO	1,940.00
		P2102080	11/18/2021	HALVERSON CARPET CENTER LTD	FLOORING MATERIALS (NO LABOR)	20,260.00
<b>Glen Oaks PROG TOTAL</b>						<b>22,200.00</b>

**COMMITTEE REVIEW REPORT  
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FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of **\$375,097.61**

Date: Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

The General Services Committee  
INITIATED BY



Brent Sutherland- Director-  
Facilities Management  
DRAFTED BY

The General Services Committee  
SUBMITTED BY

November 17, 2021  
DATE DRAFTED

1

**Awarding a Contract for Boiler Replacements and Energy Efficiency Upgrades at  
Rock County Courthouse**

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**WHEREAS**, the Courthouse boilers, pumps and controls are in need of replacement; and,

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**WHEREAS**, the engineering was completed on the Courthouse boiler system and boiler replacements along with energy saving measures. The cost is \$998,580; and,

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**WHEREAS**, an opportunity to fund this through a performance contract with Johnson Controls Inc. allows us to replace the boilers and complete energy saving upgrades all while keeping it budget neutral with a payback over time of ten (10) years; and,

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**WHEREAS**, the implementation costs as well as utilities costs avoidance are guaranteed by Johnson Controls, Inc.; and,

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**WHEREAS**, Johnson Controls, Inc., was awarded the Sourcewell Cooperative Purchasing Contract for HVAC and building efficiencies (Sourcewell Contract #030817-JHN).

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**NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and awards a contract for the replacement of the boilers and provide energy efficiency improvements at the Rock County Courthouse in the amount of \$998,580 to Johnson Controls, Inc., of Madison, WI.

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Respectfully submitted,

GENERAL SERVICES COMMITTEE

\_\_\_\_\_  
Robert Potter, Chair

\_\_\_\_\_  
Tom Brien, Vice Chair

\_\_\_\_\_  
Dave Homan

\_\_\_\_\_  
Brent Fox

\_\_\_\_\_  
William Wilson

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

FISCAL NOTE:

Johnson Controls will front the cost for this project. The County will pay for the project using monthly utility savings for the next approximately 10 years.

/s/Sherry Oja

Sherry Oja  
Finance Director

## **Executive Summary**

### **Awarding Contract for Boiler Replacements and Energy Efficiency Upgrades at Rock County Courthouse**

The resolution before you is contracting with Johnson Controls Inc. in the amount of \$998,580 for the replacement of boilers, pumps and controls at the Courthouse. This project will be completed by 2022 heating season.

An opportunity to fund this through a performance contract with Johnson Controls Inc. allows us to replace the boilers and complete energy saving upgrades all while keeping it budget neutral. Johnson Controls provides and installs the equipment, and we are billed monthly utilizing our energy and maintenance savings. This savings is guaranteed by Johnson Controls Inc. This project has a 10-year payback.

Johnson Controls was awarded the Sourcewell Cooperative Purchasing Contract for HVAC and building efficiencies (Sourcewell Contract #030817-JHN).

## SCOPE OF WORK

### I. SUMMARY OF THE SCOPE OF WORK

The scope of work includes implementation of the following Facility Improvement Measures (FIM) at the Rock County Courthouse facility:

- FIM-1. Replace Existing Heating Boilers
- FIM-2. Replace Existing DHW Boilers
- FIM-3. Replace Existing Pumps

### II. DESCRIPTION OF THE SCOPE OF WORK

The following information provides a description of the scope of work for each FIM.

#### FIM-1: REPLACE EXISTING HEATING BOILERS

##### **General**

Existing hot water boilers will be replaced with new condensing high-efficiency boiler(s), as listed in the following table:

**Table 1: Heating Hot Water Boilers to be Replaced**

Customer Asset ID #		Qty	Make	Model #	Max Input per Boiler (MBH)	Boiler Efficiency
B-1	<b>Existing&gt;</b>	1	Aerco	KC-1000	1,000	87%
B-2		1	Aerco	KC-1000	1,000	87%
B-3		1	Aerco	KC-1000	1,000	87%
B-4		1	Aerco	BM-1.5	1,500	87%
B-5		1	Aerco	KC-1000	1,000	87%
B-6		1	Aerco	KC-1000	1,000	87%
B-7	<b>Proposed&gt;</b>	1	Riello	AR-3000	3,000	92%
B-8		1	Riello	AR-3000	3,000	92%

##### **Demolition and Removal Work**

- Disconnect, remove and properly dispose of existing heating boilers.
- Disconnect, remove and properly dispose of existing heating hot water pumps.
- Disconnect, remove and properly dispose of piping to nearest isolation valves or as required for new installation. As required, cut and cap exposed piping identified as not reused.
- Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation. As required, cut and cap exposed piping identified as not reused.
- Disconnect, remove and properly dispose of boiler venting as required.
- Disconnect and secure building automation system connection.
- Disconnect and secure electrical connections for each pump.
- Disconnect and secure electrical connections to each boiler. Remove unused wiring during disconnect. As required, cut and cap exposed electrical conduits identified as not reused.

**New Installation Work**

*Mechanical*

- Furnish and install new boiler(s) as per Table 1 above, with the following features:
  - ◆ Each new boiler to be provided with OEM boiler management system. Boiler “master” controller to include BAS interface card (BACnet).
  - ◆ The new boilers shall be hydrostatically pressure tested at factory in accordance with ASME requirements.
  - ◆ Each new boiler to include primary boiler pump, size as required by manufacturer.
  - ◆ New boilers to include independent outdoor air dampers for freeze protection.
  - ◆ Each new boiler to include acid neutralization kit for condensate treatment; condensate piping to terminate at existing floor drains.
- Provide and install new ECM pumps according to Table 2 below
  - ◆ Close-coupled pump.
  - ◆ Furnish and install new pipe, valves, fittings, and hydronic accessories as required.
  - ◆ New circulating pumps to be installed in the same location as existing pumps.
  - ◆ Reuse existing housekeeping pad for each new pump.

**Table 2: Heating Hot Water Pumps to be Replaced**

Customer Asset ID #		Make	Model #	Pump HP	Pump gpm
HP-1	<b>Existing&gt;</b>	Taco	FE3008	15 HP	450 gpm
	<b>Proposed&gt;</b>	Grundfos	CRE-95-1-1	15 HP	450 gpm
HP-2	<b>Existing&gt;</b>	Taco	FE3008	15 HP	450 gpm
	<b>Proposed&gt;</b>	Grundfos	CRE-95-1-1	15 HP	450 gpm

- The boilers shall be located approximately in the existing location with gas piping, hot water piping and all other piping extended as required for connection.
- Connect piping to each new boiler. Pipe size to meet state code requirements in effect at the time of contract signing.
- Insulate new water piping, valves and fittings as required. Revised piping and appurtenances will be insulated with fiberglass insulation with a white kraft jacket to meet state code requirements in effect at the time of contract signing. Existing piping to remain as found.
- Connect natural gas piping to each new boiler. Pipe size to meet state code requirements in effect at the time of contract signing.
- New breaching will be installed from the new boilers to the existing vertical stack. Sizing and material type per state code requirements in effect at the time of contract signing and manufacturer’s specifications. The existing vertical stack shall remain in place.
- A draft inducer fan will be installed to maintain stack pressure per manufacturer’s specifications. Power for the fan will be routed from the nearest emergency power source. Control wiring for the fan will be routed to the nearest BAS controller.
- Six (6) new Carbon Monoxide (CO) monitors will be installed along the breaching route. One (1) monitor will be installed per floor for each of five (5) floors of rise for the vertical stack, and one (1) monitor will be installed within the horizontal vent chase. CO sensors to be connected to the building automation system.
- Reuse existing housekeeping pad for new boilers.
- Patch and repair impacted penetrations.
- Startup, checkout and verify all modes (stages) of operation (by factory authorized rep.) including M&V of part-load and full-load efficiencies, combustion gas analysis and control features per manufacturers’ startup and checkout procedures.

- Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.
- Performance testing of ECM pumps will be at the new equipment only.

*Electrical and Controls*

- Provide electrical power wiring from the main electrical panel to each new ECM pump. Reuse existing electrical wiring and conduits where possible.
- Modify electrical power wiring distribution panel as needed.
- Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
- Connect power to each new boiler. Reuse existing electrical devices and wiring where of sufficient size, length, and condition. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
- Connect existing building automation system to OEM boiler controller.
  - ◆ Hot water supply temperature to be reset based on outdoor air temperature as follows: 60F outdoor air = 120F hot water supply / 10F outdoor air = 180F hot water supply.
  - ◆ Building automation system to provide boiler enable control and boiler status, hot water supply temperature, and hot water return temperature monitoring. Hot water flow rate will be monitored through the new pump controllers.

**FIM-2: REPLACE EXISTING DHW BOILERS**

**General**

Existing domestic hot water (DHW) boilers will be replaced with new condensing high-efficiency boilers, as listed in the following table:

**Table 3: Domestic Hot Water Boilers to be Replaced**

Customer Asset ID #		Qty	Make	Model #	Max Input per Boiler (MBH)	Boiler Efficiency
HWH-1	Existing>	1	Aerco	KC-1000	1,000	59%
	Proposed>	1	HTP	PH-100-55	100	95%
HWH-2	Existing>	1	Aerco	KC-1000	1,000	59%
	Proposed>	1	HTP	PH-100-55	100	95%

**Demolition and Removal Work**

- Disconnect, remove and properly dispose of existing DHW boilers.
- Disconnect, remove and properly dispose of piping to nearest isolation valves or as required for new installation. As required, cut and cap exposed piping identified as not reused.
- Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation. As required, cut and cap exposed piping identified as not reused.
- Disconnect, remove and properly dispose of boiler venting as required.
- Disconnect and secure building automation system connection.
- Disconnect and secure electrical connections to each boiler. Remove unused wiring during disconnect. As required, cut and cap exposed electrical conduits identified as not reused.

**New Installation Work**

*Mechanical*

- Furnish and install new boilers as per Table 3 above, with the following features:

- ◆ Each new hot water heater to be provided with BAS interface card (BACnet).
- ◆ The new water heaters shall be hydrostatically pressure tested at factory in accordance with ASME requirements.
- ◆ New water heaters to include independent outdoor air damper(s) for freeze protection.
- ◆ Each new water heater to include acid neutralization kit for condensate treatment; condensate piping to terminate at existing floor drains.
- The boilers shall be located in the existing location with gas piping, hot water piping and all other piping extended as required for connection.
- Connect piping to each new boiler. Match the existing pipe size. New boiler piping will be configured in a reverse-return arrangement.
- Insulate new piping, valves and fittings as required. Revised piping and appurtenances will be insulated with fiberglass insulation with a white kraft jacket to meet state mechanical code requirements in effect at the time of contract signing. Existing piping to remain as found.
- Connect natural gas piping to each new boiler. Pipe size to meet state code requirements in effect at the time of contract signing.
- New breaching will be installed per manufacturer’s specifications and state mechanical code requirements in effect at the time of contract signing.
- Reuse existing housekeeping pad for each new boiler.
- Patch and repair impacted penetrations.
- Plant startup and testing will be performed, and a report will be provided.
- Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, and thermal wells where feasible and equipment serviceable.

*Electrical and Controls*

- Modify electrical power wiring distribution panel as needed.
- Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
- Connect power to each new hot water heater. Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
- Connect existing building automation system to OEM hot water heater controller. New domestic hot water heater burner control and sequencing will be accomplished by the existing building automation system. The existing building automation system will provide boiler temperature setpoint control and monitoring for heater status and supply temperature.

**FIM-3: REPLACE EXISTING PUMPS**

This FIM will install new electronically commutated motor (ECM) pumps in the basement mechanical room, as listed in Table 4 below. Varying the speed of a motor to match the actual load improves control and reduces electrical motor power (kW).

**Table 4: ECM Pump Installations**

Customer Asset ID #	Description	Pump GPM	Pump TDH	Motor Volts / Phase	New ECM Pump Make	New ECM Pump Model #
CW-1A	Chilled water system secondary pump	480	52 ft	460/3	Grundfos	LCSE-30957-4P-10
CW-1B	Chilled water system secondary pump	480	52 ft	460/3	Grundfos	LCSE-30957-4P-10
CP-1A	Chiller Primary Pump	460	45 ft	460/3	Grundfos	LCSE-30957-4P-7.5
CP-1B	Chiller Primary Pump	460	45 ft	460/3	Grundfos	LCSE-30957-4P-7.5
CP-2A	Chiller Primary Pump	460	45 ft	460/3	Grundfos	LCSE-30957-4P-7.5

CP-2B	Chiller Primary Pump	460	45 ft	460/3	Grundfos	LCSE-30957-4P-7.5
CTP-1A	Condenser water pump	660	44 ft	460/3	Grundfos	LCSE-40957-4P-10
CTP-1B	Condenser water pump	660	44 ft	460/3	Grundfos	LCSE-40957-4P-10
CTP-2A	Condenser water pump	660	44 ft	460/3	Grundfos	LCSE-40957-4P-10
CTP-2B	Condenser water pump	660	44 ft	460/3	Grundfos	LCSE-40957-4P-10

### ***Demolition and Removal Work***

- Remove existing triple-duty valves on the outlet of the existing pumps.
- Disconnect and secure building automation system connection.
- Disconnect and secure electrical connections for each pump.
- Remove each existing pump motor starter and safely disconnect the electrical supply.
- Properly dispose of removed equipment and waste materials.

### ***New Installation Work***

#### *Mechanical*

- Furnish and install new ECM pumps as listed in Table 4 above. Each pump to have the following features:
  - ◆ ECM pump supplied complete with BAS interface card (BACnet).
  - ◆ Fusible disconnect located on the wall adjacent to the pumps.
- Perform startup and checkout procedures and verify range of operation and control features per manufacturer's startup and checkout procedures. To be completed by a factory authorized technician.
- New chilled water piping to be insulated with fiberglass insulation with a white kraft jacket in accordance with state codes in effect at the time of contract. Condenser water piping to remain uncovered.
- New chilled water pump bodies to be insulated with elastomeric rubber. Condenser water pumps to remain uncovered.
- Clean up job-related debris daily. Clean up and store tools, and equipment daily and remove after installation and operational checkout.
- Performance testing of ECM pumps will be at the new equipment only.

#### *Electrical and Controls*

- Provide electrical power wiring from the main electrical panel to each new ECM pump. Reuse existing electrical wiring and conduits where possible.
- Modify electrical power wiring distribution panel as needed.
- Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.
- Extend communication bus to/from each new ECM pump, to/from existing building management system (BAS). Perform any required programming and graphics modifications.
- Install new differential pressure transducers in the old building penthouse mechanical room and connect to the nearest building automation system controller.

### **III. GENERAL INCLUSIONS, EXCLUSIONS and CLARIFICATIONS to the Scope of Work**

#### **GENERAL CONDITIONS, MECHANICAL AND ELECTRICAL SCOPE OF WORK INCLUSIONS:**

The following is included in the Scope of Work for each FIM unless stated otherwise:

- Licenses, permits, and inspections as applicable to the scope of work and known to be required by the codes in effect at the time of contract signing.
- Cutting and patching required for the installation of the work indicated, patching will match existing.

- Where connecting to existing electrical systems, JCI will match existing conduit and wiring materials of construction, unless existing installation does not meet current codes. In that case the new conduit and wiring will be installed that meets codes in effect at the time of contract signing.
- Demolition required to install the Scope of Work identified in each FIM. The Customer may identify any salvageable equipment prior to demolition, if any equipment is identified, then JCI will turn the equipment over to the Customer as-is, all other equipment and material will be disposed of properly.
- All work shall be performed in accordance with industry standards and approved safety practices.
- All work performed during standard 40-hour work week, Monday through Friday; weekends or overtime not included.
- Upon project close-out, manufacturer documentation (e.g. drawings, product data, warranty information, and the installation, operations, and maintenance manuals; etc.) shall be provided to the Customer.
- Startup, checkout, and operations staff training for new equipment. Training will be one-time post-installation for four (4) hours.

#### **GENERAL CONDITIONS, MECHANICAL, ELECTRICAL AND CONTROLS SCOPE OF WORK EXCLUSIONS:**

The following is excluded in the Scope of Work for each FIM unless stated otherwise:

- Any information previously released either verbally or in writing shall be deemed preliminary and shall not bind JCI in any manner.
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Structural modifications (e.g. additional structural steel, roof trusses) deemed by licensed Structural Engineer to be required in order to accommodate the installation of the new equipment.
- Any building system design issues not related to the FIM Scope of Work is the responsibility of the Customer unless noted otherwise in the FIM Scope of Work.
- Repair or replacement of mechanical, electrical or controls equipment and the electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- All work will be performed during normal work hours unless stated otherwise, there is no premium time included unless otherwise noted in the FIM Scope of Work.
- Overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, such as or scheduling changes by Customer (The cost difference between the overtime work wages and normal time work wages will be the responsibility of Customer calculated as [(overtime rate – normal rate) x hours]).
- Asbestos abatement and removal for this project is entirely the responsibility of Customer. As of this time, Johnson Controls is not aware of any asbestos within the boundary of the scope of work; however, Johnson Controls is continuing to work with Customer and our subcontractors to sufficiently identify the scope, costs, and project scheduling implications of any required abatement such that Customer can adequately plan for this requirement. If hazardous materials are encountered during the implementation phase, Johnson Controls will immediately stop work, take measures to reduce any contamination, and notify the Customer facility manager of the possible hazardous material condition and location. Johnson Controls will then request that Customer remove and dispose of the hazardous materials prior to any continuation of work. Hazardous materials encountered during the ongoing service phase of the project will remain the property and disposal responsibility of Customer.
- The cost of hazardous material abatement or removal, such as asbestos, mold, and lead paint that is not currently specified in the engineering scope of work (In the event hazardous materials are uncovered and as abatement of such materials is not included under this contract, the FIM will be evaluated for possible removal from the scope of work).
- Unknown permits, fees or processes required by local or oversight jurisdiction and/or utilities.
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.

- Temporary utilities (e.g. electricity, hot water, etc.) and temporary space conditioning (e.g. heating, cooling, etc.) unless otherwise identified in an FIM Scope of Work.
- Power will be interrupted during the time of system interconnection and testing. All power shutdowns will be coordinated with Customer personnel. Temporary power will not be provided during shutdown.
- Air and water balance of equipment (air handlers, condensers, etc.), unless specified in the scope of work.
- Engineering services, studies and analysis associated with any exclusions or work clearly outside of the scope definition.
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network.
- Connection to the Customers Wide-Area Network to be coordinated with Client's IT Services.
- The Customer will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.

## ASSURED PERFORMANCE GUARANTEE

### I. PROJECT BENEFITS

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

**B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$1,028,602.26 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$79,067.24 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$1,107,669.50, as set forth in the Total Project Benefits table below.

**TOTAL PROJECT BENEFITS**

Year	Guaranteed Measured Utility Cost Avoidance*	Non-Measured Utility Cost Avoidance	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance***	Annual Project Benefits
1	\$6,897.07	\$255.00	\$8,763.00	\$129,116.23	\$145,031.30
<b>Subtotal****</b>	<b>\$6,897.07</b>	<b>\$255.00</b>	<b>\$8,763.00</b>	<b>\$129,116.23</b>	<b>\$145,031.30</b>
2	\$7,103.99	\$262.65	\$9,025.89	\$131,022.71	\$147,415.24
3	\$7,317.11	\$270.53	\$9,296.67	\$132,986.38	\$149,870.69
4	\$7,536.62	\$278.65	\$9,575.57	\$69,441.87	\$86,832.71
5	\$7,762.72	\$287.00	\$9,862.83	\$71,525.12	\$89,437.67
6	\$7,995.60	\$295.61	\$10,158.72	\$73,670.88	\$92,120.81
7	\$8,235.47	\$304.48	\$10,463.48	\$75,881.00	\$94,884.43
8	\$8,482.53	\$313.62	\$10,777.38	\$78,157.43	\$97,730.96
9	\$8,737.01	\$323.03	\$11,100.71	\$80,502.15	\$100,662.90
10	\$8,999.12	\$332.72	\$11,433.73	\$82,917.22	\$103,682.79
<b>Total</b>	<b>\$79,067.24</b>	<b>\$2,923.29</b>	<b>\$100,457.98</b>	<b>\$925,220.99</b>	<b>\$1,107,669.50</b>

\* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

\*\* Operations & Maintenance Cost Avoidance is a Non-Measured Project Benefit. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.00%).

\*\*\* Future Capital Cost Avoidance is a Non-Measured Project Benefit. Future Capital Cost Avoidance figures reflect the emergency premium avoided in the remaining three years of equipment life. The amounts for the remaining years reflect the portion of designated capital funds in all years that are applied to the planned cost of replacement. See below for a description of planned and unplanned capital costs.

\*\*\*\* M&V term will only be for Year One. At the end of Year 1 of the Performance Period, Customer has the option of renewal. If the M & V services are renewed, the annual payment listed in Schedule 4a will be due and payable at a three percent (3.00%) annual escalation when the customer receives JCI's invoice and in advance of the services JCI is to provide. If the customer chooses not to renew the M&V services after Year 1, the savings for the remainder of the guarantee period will be stipulated.

Within sixty (90) days of the Certificate of Final Competition JCI will calculate the Measured Project Benefits achieved during the Construction plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. This report will be known as the Post Installation Report (PIR).

**Customer also acknowledges that if, for any reason, it fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work (ii) otherwise cancels, terminates, or materially breaches this Agreement, JCI shall have no liability hereunder.**

### C. Project Benefits Shortfalls or Surpluses.

- i. Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for Year One of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.\*
- ii. Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed),

implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

**I. NON-MEASURED PROJECT BENEFITS**

**NON-MEASURED UTILITY COST AVOIDANCE**

The total Non-Measured Utility Cost Avoidance was calculated as follows:

***FIM-2 Replace Existing DHW Boilers***

The savings were calculated according to the calculation below:

Using the US Department of Energy’s Federal Energy Management Program Calculations for Energy Cost Calculator for Electric and Gas Water Heaters (<https://www.energy.gov/eere/femp/energy-cost-calculator-electric-and-gas-water-heaters>)

Estimated Parameters	Assumed Value	Justification, Source and Description
Average Daily Usage (Gallons Per Day)	460 Gallons	An average daily usage of 2 gallons per day per person was used based on ASHRAE 2011 Applications Handbook Chapter 50, Table 7 and the building occupancy of 230 people as provided by Customer in the ENERGY STAR Portfolio Manager data for the facility.
Water Temperature Rise	77F	The estimated temperature rise for the domestic hot water system from inlet temperature to delivered temperature is based on engineering judgement. It is agreed that the temperature rise is 77F and will not be measured.
Baseline Energy Factor	59%	The baseline energy factor is based on manufacturer’s data, engineering judgment and the age and operation of the equipment. It is agreed that the energy factor is 59% and will not be measured.
Post-Installation Energy Factor	95%	The post-installation energy factor is based on manufacturer’s data. It is agreed that the energy factor is 95% and will not be measured.

Annual Energy Use in therms for baseline and post-installation is calculated by the following equation:

$$NG_{used} = \frac{\# \text{ days} \times \text{Average Daily Use} \times \Delta T \times 8.29}{100,000 \times \text{Energy Factor}}$$

The annual energy savings will be calculated according to:

$$NG_{saved} = NG_{base} - NG_{post}$$

The following table shows a breakdown of Year 1 Energy Savings from the Boiler Replacement:

Non-measured DHW Replacement Savings	Year 1 Benefits
Courthouse	\$255

The expected savings are 689 therms at the rates and escalations as shown in Section IV.

### Capital Cost Avoidance

Capital Cost Avoidance reflects the emergency premium expenditure necessary to mitigate the anticipated Capital Risk Index for the equipment being replaced. The Capital Risk Index is calculated using the Weibull distribution to determine failure rates. The Weibull Distribution is a continuous probability distribution named after Swedish mathematician Waloddi Weibull and published in 1951.

The condition is a multiplier for the Estimated Remaining Life and CRI Failure Rate, defined from industry standards:

- +10% - Excellent - No visible defects, new or near new condition, may still be under warranty if applicable.
- +5% - Good - Good condition, but no longer new, have some slightly defective or deteriorated component(s), but is overall functional.
- 0% - Adequate - Moderately deteriorated or defective components: but has not exceeded useful life.
- -5% - Marginal - Defective or deteriorated component(s) in need of replacement exceeded useful life.
- -10% - Poor - Critically damaged component(s) or in need of immediate repair, well past useful life.

The Critical Path selection multiplies the Unplanned Cost:

- If the equipment is Critical, it could take extra time, after hour work, or extra precautions to perform the work. This starts at 30% more than the planned cost.
- If the equipment is Essential, it could take some extra precautions to perform the work but not as much as if it were Critical. This starts at 10% more than the planned cost.
- If the equipment is Non-Essential, it could be easier to schedule or perform the work. This is listed as the same as the planned cost.

Based on the fully redundant design of the existing boiler plant and pumping systems, the primary equipment has been classified as Critical with the redundant equipment being classified as Essential.

$$\text{Planned Cost} = \text{Cost Per Unit} \times \text{Quantity}$$

$$\text{Unplanned Cost} = \text{Critical Path Multiplier} \times \text{Cost Per Unit} \times \text{Quantity}$$

$$\text{Emergency Premium} = \text{Total Unplanned Cost} - \text{Total Planned Cost}$$

Equipment	Service Life	Quantity	Age	Condition	Critical Path	Cost Per Unit	Estimated Remaining Life	CRI Failure Risk	Planned Cost	Unplanned Cost
Boilers, Gas, (up to 2000 MBH)	20	3	24	Poor	Critical	\$84,268.50	2.32	70.55%	\$252,805.50	\$328,647.15
Pump Base-mounted (up to 6" 25HP)	20	4	24	Marginal	Critical	\$30,935.83	3.32	74.47%	\$123,743.33	\$160,866.33
Boilers, Gas, (up to 2000 MBH)	20	1	24	Marginal	Critical	\$84,268.50	3.32	74.47%	\$84,268.50	\$109,549.05
Boilers, Gas, (up to 2000 MBH)	20	3	24	Poor	Essential	\$84,268.50	2.32	70.55%	\$252,805.50	\$278,086.05
Pump Base-mounted (up to 6" 25HP)	20	8	24	Marginal	Essential	\$30,935.83	3.32	74.47%	\$247,486.67	\$272,235.34
Boilers, Gas, (up to 2000 MBH)	20	1	24	Marginal	Essential	\$84,268.50	3.32	74.47%	\$84,268.50	\$92,695.35
<b>Total Planned</b>				<b>Emergency Premium</b>		<b>Total Unplanned Cost</b>		<b>Weighted Capital Risk</b>		
\$1,045,378.00				\$196,701.27		\$1,242,079.27		72.57%		

### Operations and Maintenance Cost Avoidance

The average annual maintenance cost for the existing boiler plant was determined from records of maintenance over the preceding two (2) years, from January 2019 to December 2020. Typical line item costs during maintenance visits by the Customer's contracted maintenance company included: troubleshooting boiler issues, replacing flame assemblies, replacing ignition controls, and annual service kits. The average amount spent per-visit varies widely and an average of costs over the two (2) year period was calculated and agreed upon.

DATE	SERVICES	COST	Boilers	Other	Year
	NO WORK IN 2018				2018
8/6/2019	TROUBLE SHOOT AERCO BOILERS	\$848.00	x		2019
9/19/2019 AND 10/8/2019	TEMP SWICHES AND WELLS, SPARKERS, 2 FLAME RODS	\$2,140.94	x		2019
11/7/2019	HIGH LIMIT SWITCH CORRECTED	\$666.48	x		2019
2/13/2020 invoice due date	REPLACE 2 IGNITION CONTROL BOARDS, 2 POWER SUPPLY BOARDS, AND 1 3/4 PINK CABLE ON 2 BOILERS	\$4,707.43	x		2020
1/24/2020	REPLACE SWITCH AND SWIVEL ADDED REFRIGERANT ON LEIBERT UNIT	\$1,660.80		x	2020
1/28/2020	GAS VALVE AND TROUBLE SHOOT ISSUES	\$778.00	x		2020
10/1/2020	TROUBLE SHOOT AERCO BOILERS	\$1,173.00	x		2020
10/14/2020 invoice due date	QUOTED PRICE FOR TROUBLESHOOT ISSUES WITH 6 BOILERS	\$2,312.20	x		2020
10/14/2020 invoice due date	QUATED PRICE TO PERFORM PM AND REPLACE IGST BOARD, CANVAS CONNECTORS AND BOILER SERVICE KITS FOR 6 BOILETS	\$4,900.00	x		2020

	Boilers	Other	Total
<b>2019</b>	\$3,655.42	\$-	\$3,655.42
<b>2020</b>	\$13,870.63	\$1,660.80	\$15,531.43
<b>Total</b>	\$17,526.05	\$1,660.80	\$19,186.85
<b>Annual Avg</b>	<b>\$8,763.03</b>	<b>\$830.40</b>	<b>\$9,593.43</b>

Non-Measured Operational Benefits	Year 1 Benefits	Escalation
The Non-Measured Operational Benefits of Boiler Replacement are the result of reduced annual troubleshooting and repairs	\$8,763.00	3.00%
<b>Total Non-Measured Operational Benefits =</b>	<b>\$8,763.00</b>	

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

### III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

#### **OPTION A RETROFIT ISOLATION: KEY PARAMETER MEASUREMENT**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

#### **FIM-1: Replace Existing Heating Boilers**

The savings for this FIM are generated through a gain in efficiency in the new equipment compared to the existing equipment. Therefore, the measurement boundary is the boiler.

Key Parameter	Measurement Frequency	Measurement Description
Existing Heating Usage per year (therms)	Short-term	This is the total natural gas usage from January 2020 – December 2020 as reported on customer utility bills, less the amount of natural gas used by the domestic hot water boilers.
Natural Gas Baseload	Annually	After inputting the natural gas bills into a third-party software, Metrix, and regressing for the local weather, a baseload constant of 157.885 therms/day is determined from the result of the regression equations derived baseload.
Post-installation Btu Delivered	Short-term	This FIM includes the installation of Btu meters on the hot water delivery. The savings will be verified by continuously measuring the Btu delivered. The building automation system will be totalizing these values and the results will be trended on an hourly basis and reported in the annual report.
Post-installation Boiler Efficiency	Calculated Based on Measurements	The post-installation boiler efficiency will be the measured boiler combustion efficiency during the heating season and reported in the Post Installation and Year One reports.
Estimated Parameters	Assumed Value	Justification, Source and Description
Baseline Boiler Efficiency	87%	The baseline efficiency is based on manufacturer's data, engineering judgment and the age of the equipment. It is agreed that the efficiency is 87% and will not be measured.
Baseline Natural Gas Usage	88,878 therms	The baseline natural gas usage is 88,878 therms. It is calculated based on the baseline boiler efficiency and the hot water production: $NG_{base} = \frac{Hot\ Water_{base}}{boiler\ efficiency_{base}}$
Estimated Reheating Load	423,596 Btuh	The baseline efficiency is based on manufacturer's data, engineering judgment and the age of the equipment. It is agreed that the reheating load is 423,596 and will not be measured.

\*Complete Building Specific Calculations are in Attachment 5a

The savings will be calculated according to:

$$Savings = NG_{base} \left( 1 - \frac{boiler\ efficiency_{base}}{boiler\ efficiency_{post}} \right)$$

The following table shows a breakdown of Year 1 Energy Savings from the Boiler Replacements:

Boiler Replacement Energy Savings	Year 1 Benefits
Courthouse	\$2,013.30

The expected savings are 5,390 therms at the rates and escalations as shown in Section IV.

**FIM-3: Replace Existing Pumps**

The savings for this FIM are generated through a reduction in motor power draw; therefore, the measurement boundary is the motor itself.

Key Parameter	Measurement Frequency	Measurement Description
Baseline and Post-retrofit kW	Short-term	<p>The baseline power draw was determined based on manufacturer data for the installed pumps. Manufacturer data used to determine baseline power draw includes gallons per minute (GPM), total design head (TDH), pump hydraulic efficiency (Hydro Eff %), and motor efficiency (motor Eff %), Baseline kW is calculated by:</p> $kW = \frac{(0.7457 \times GPM \times TDH)}{(Hydro\ Eff\ \% \times 3960 \times motor\ Eff\ \%)}$ <p>The post-installation motor power draw will be measured continuously by the pump controller based on ECM speed. On an ongoing basis, the savings strategy will be verified by utilizing the capabilities of the control system to verify that the ECM pump is controlling the motor speed as required to generate the savings.</p>
Estimated Parameters	Assumed Value	Justification, Source and Description
Run Hours – Baseline and Post-retrofit	Refer to table below, hours listed by pump system	<p>It is agreed that the motors operate at the number of hours per year shown in the table below before the retrofit. The annual hours of operation are based on interviews with facility maintenance staff on March 25, 2021.</p> <p>Trend the electric signal cycles per second (Hz) and convert to electric consumption (kWh). Compute the difference between pre- and post-installation for savings.</p> <p>On an ongoing basis, the average speed will be trended on a 15-minute interval. The speed will be converted to power using the regression determined at commissioning. Trends of ECM speed will be reviewed by Johnson Controls to ensure that the ECM pump is operating as designed.</p>

*\*Complete Building Specific Calculations are in Attachment 5a*

The annual energy savings will be calculated according to:

$$kWh_{Savings} = kW_{pre} \times hours_{pre} - kWh_{post}$$

The following table shows a breakdown of Year 1 Energy Savings from the Pump Replacements:

<b>Pump System</b>	<b>Hours</b>	<b>Year 1 Benefits</b>	<b>Year 1 kWh Saved</b>
HW Pumps	8,760	\$2,390.77	27,354
Condenser Pumps	3,600	\$1,441.56	16,494
CHW Primary Pumps	3,600	\$1,051.44	12,030
<b>Total</b>		<b>\$4,883.77</b>	<b>55,878</b>

The total expected savings from all pump replacements are 55,878 kWh at the rates and escalations as shown in Section IV.

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE  
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

#### IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility represents the 12-month average utility costs from January 2020 through December 2020.

##### UTILITY RATES

Utility Type	Base Utility Cost
Electric Energy (\$/kWh)	\$0.0874
Natural Gas (\$/therm)	\$0.3735
Water (\$/ccf)	\$5.42

##### UTILITY BASELINES

Site	Unit of Measure	Electric Consumption	Annual Electric Demand	Peak Electric Demand	Natural Gas	Water & Sewer
Courthouse	Dollars	\$94,786.71	\$10,903.2	\$46,605.02	\$33,871.59	\$8,691.7
	Units	1,736,156 kWh	4,956 kW	4,081 kW	90,695 therms	1,605 ccf

#### V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area

Heating season is October to May

Cooling season is May to October

Post-Retrofit Facility/Area

Heating season is October to May

Cooling season is May to October

## VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 90 days of the commencement of the Guarantee Term.
2. Within 90 days of the anniversary of the commencement of the Guarantee Term, JCI will provide Customer with a Year 1 report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Year 1, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

## CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
  - A. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - B. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
  - C. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
  - D. A legal description of the project site;
  - E. As-built and record drawings of any existing structures at the project site; and
  - F. Environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1a;
7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1a;
8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;
10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2a or any other matter that may impact the Assured Performance Guarantee;
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;
15. Providing for removal and reinstallation of carpet, furniture, fixtures, and equipment located on top of the access panels covering the horizontal vent chase on the first floor.

## PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4a.

1. Work. The price to be paid by Customer for the Work shall be \$998,580.00. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due:	\$599,148.00	June 15, 2021
Second payment due:	\$99,858.00	July 15, 2021
Third payment due:	\$99,858.00	August 15, 2021
Fourth payment due:	\$99,858.00	September 15, 2021
Final payment due:	\$99,858.00	October 15, 2021

2. M&V Services. The total price for JCI's M&V Services, as detailed on Schedule 2a of this Agreement, is \$4,034 for the first-year guarantee only. The price for M&V Services is included in the Work price identified above. This payment will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide.

If the customer chooses to renew M&V Services, the annual payment listed above will be due and payable at a three percent (3.00%) annual escalation when the customer receives JCI's invoice and in advance of the services JCI is to provide.

**NOTICE TO PROCEED**

Johnson Controls, Inc.  
12000 West Wirth Street, Suite 102  
Wauwatosa, Wisconsin 53222  
ATTN: Jim Bieser

Re: Notice to Proceed for 1PZK-0003 Rock County Government Phase 2, Change Order No. 1 to 8PZK-0006  
County of Rock Wisconsin Performance Contract

Dear Jim Bieser:

This Notice to Proceed is being issued by County of Rock Government ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under this Change Order to such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Change Order to the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Change Order is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Change Order is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Change Order price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

**COUNTY OF ROCK WISCONSIN**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ACKNOWLEDGED & AGREED TO:**

**JOHNSON CONTROLS, INC.**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
12000 West Wirth Street, Suite 102  
Wauwatosa, Wisconsin 53222

COUNTY OF ROCK WISCONSIN ("Customer")  
51 South Main Street  
Janesville, WI 53545

**PROJECT:** 1PZK-0003 Rock County Government Phase 2, Change Order No. 1 dated May 10, 2021 to 8PZK-0006 County of Rock Wisconsin; Performance Contract dated May 13, 2018 between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):

- punch list attached
- punch list complete

- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated \_\_\_\_\_, 20\_\_\_\_.

**COUNTY OF ROCK WISCONSIN:**

**JOHNSON CONTROLS, INC.**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
12000 West Wirth Street, Suite 102  
Wauwatosa, Wisconsin 53222

COUNTY OF ROCK WISCONSIN ("Customer")  
51 South Main Street  
Janesville, WI 53545

**PROJECT:** 1PZK-0003 Rock County Government Phase 2, Change Order No. 1 dated May 10, 2021 to 8PZK-0006 County of Rock Wisconsin; Performance Contract dated May 13, 2018 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated \_\_\_\_\_, 20\_\_\_\_.

**COUNTY OF ROCK WISCONSIN:**

**JOHNSON CONTROLS, INC.**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## DETAILED CALCULATIONS

### FIM-1: Replace Existing Heating Boilers

<b>ECM-1 Boiler Replacement</b>								
<b>Building</b>		<b>Rock County Courthouse</b>						
Floor Area		176,500	SF					
Reheat Airflow		0.22	CFM/SF					
Est. Reheat Load		423,247	Btuh					
Est. Heating Load Factor		17.00	Btuh/SF					
Est. Design Heating Load		3,000,500	Btuh					
Utility Bill usage per Year		90,695	therms					
Existing DHW usage per Year		1,817	therms					
Existing Reheat usage per Year		22,339	therms					
Existing Heating usage per Year		66,539	therms					
Nat. Gas Utility Rate		\$0.3735	/therm					
Heating System Efficiency <sub>base</sub>		87%						
Heating System Efficiency <sub>post</sub>		93%						
Existing Annual Btu/SF		50,357						
Proposed Annual Btu/SF		47,143						
Calculated Savings		\$ 2,013						
TEMP.	Htg Hours	ReHeat/Htg Load	Ex. Eqpt therms	Proposed Return Temp	Proposed Boiler efficiency	Proposed Boiler therms	therms Saved	NG Cost Saved
85	19	423,247	92	84	99.0%	81	11	\$ 4
80	130	423,247	632	84	99.0%	556	77	\$ 29
75	404	423,247	1,965	84	99.0%	1,727	238	\$ 89
70	436	423,247	2,121	84	99.0%	1,864	257	\$ 96
65	858	423,247	4,174	84	99.0%	3,668	506	\$ 189
60	613	423,247	2,982	84	99.0%	2,621	361	\$ 135
55	947	443,256	4,825	90	98.5%	4,262	563	\$ 210
50	789	613,739	5,566	96	97.0%	4,992	574	\$ 214
45	528	784,222	4,759	102	96.0%	4,313	446	\$ 167
40	678	954,705	7,440	108	94.0%	6,886	554	\$ 207
35	1216	1,125,188	15,727	114	92.0%	14,872	855	\$ 319
30	718	1,295,670	10,693	120	91.0%	10,223	470	\$ 176
25	516	1,466,153	8,696	126	90.5%	8,360	336	\$ 126
20	316	1,636,636	5,945	132	89.5%	5,779	166	\$ 62
15	294	1,807,119	6,107	138	89.0%	5,970	137	\$ 51
10	170	1,977,602	3,864	144	88.5%	3,799	65	\$ 24
5	86	2,148,085	2,123	144	88.5%	2,087	36	\$ 13
0	20	2,318,568	533	144	88.5%	524	9	\$ 3
-5	19	2,489,051	544	144	88.5%	534	9	\$ 3
-10	3	2,659,534	92	144	88.5%	90	2	\$ 1

### FIM-3: Replace Existing Pumps

#### Heating HW Pumps

End User:	All
Project:	Rock Cty - HW Pumps
Prepared By:	Lee
Date:	April 28th, 2021
Cost/ kWh:	\$0.087
Hours/ Yr:	8,760

	Flow Class				
	1	2	3	4	5
% Load:	100%	80%	60%	40%	20%
% Time:	2%	13%	20%	35%	30%
Hours/ Yr:	175	1,139	1,752	3,066	2,628

#### Existing System

Existing:	(1) TACO FE 3008's - Running 100%				
	FC1	FC2	FC3	FC4	FC5
GPM:	450.0	450.0	450.0	450.0	360.0
TDH:	45.0	45.0	45.0	45.0	52.0
wHP:	6.64	6.64	6.64	6.64	6.14
Hydr. Eff%	77.0%	77.0%	77.0%	77.0%	77.0%
Motor Eff%	91.9%	91.9%	91.9%	91.9%	91.9%
eHP:	7.23	7.23	7.23	7.23	6.68
kW:	5.39	5.39	5.39	5.39	4.98
Hours/ Yr:	175	1,139	1,752	3,066	2,628
kWh:	944	6,137	9,441	16,522	13,092
	46,135				
Cost/ Yr:	\$82.52	\$536.35	\$825.15	\$1,444.01	\$1,144.21
	\$4,032.24				

#### Grundfos ECM Pumps

Model:	(1) CRE 95-1-1				
	FC1	FC2	FC3	FC4	FC5
GPM:	450.0	360.0	270.0	180.0	90.0
TDH:	45.0	36.0	30.0	25.0	23.0
wHP:	7.40	4.51	2.71	1.54	0.90
Hydr. Eff%	69.1%	72.5%	75.4%	73.7%	58.3%
Motor Eff%	93.5%	90.0%	88.0%	84.0%	79.0%
eHP:	7.91	5.02	3.08	1.84	1.13
kW:	5.90	3.74	2.30	1.37	0.85
Hours/ Yr:	175	1,139	1,752	3,066	2,628
kWh:	1,034	4,259	4,027	4,197	2,224
	15,742				
Cost/ Yr:	\$90.38	\$372.27	\$352.00	\$366.79	\$194.39
	\$1,375.83				

#### Condenser Water Pumps

End User:	All
Project:	Rock Cty - CHW Primary Pumps
Prepared By:	Lee
Date:	April 28th, 2021
Cost/ kWh:	\$0.087
Hours/ Yr:	3,600

	Flow Class				
	1	2	3	4	5
% Load:	100%	80%	60%	40%	20%
% Time:	2%	13%	20%	35%	30%
Hours/ Yr:	72	468	720	1,260	1,080

#### Existing System

Existing:	(1) TACO FE 3008's - Running 100%				
	FC1	FC2	FC3	FC4	FC5
GPM:	460.0	460.0	460.0	460.0	460.0
TDH:	45.0	45.0	45.0	45.0	45.0
wHP:	6.83	6.83	6.83	6.83	6.83
Hydr. Eff%	76.5%	76.5%	76.5%	76.5%	76.5%
Mtr + VFD Eff.	91.9%	91.9%	91.9%	91.9%	91.9%
eHP:	7.44	7.44	7.44	7.44	7.44
kW:	5.54	5.54	5.54	5.54	5.54
Hours/ Yr:	72	468	720	1,260	1,080
kWh:	399	2,595	3,992	6,986	5,988
	19,960				
Cost/ Yr:	\$34.89	\$226.79	\$348.90	\$610.58	\$523.36
	\$1,744.52				

#### Grundfos ECM Pumps

Model:	(1) 7.5 HP ECM LCSE 30957				
	FC1	FC2	FC3	FC4	FC5
GPM:	460.0	368.0	276.0	184.0	92.0
TDH:	45.0	36.0	30.0	25.0	23.0
wHP:	7.02	4.40	2.68	1.54	0.92
Hydr. Eff%	74.5%	76.0%	78.0%	75.5%	58.0%
Motor Eff%	92.7%	89.0%	86.0%	81.0%	74.0%
eHP:	7.57	4.95	3.12	1.90	1.24
kW:	5.64	3.69	2.32	1.42	0.93
Hours/ Yr:	72	468	720	1,260	1,080
kWh:	406	1,726	1,674	1,785	1,003
	6,593				
Cost/ Yr:	\$35.52	\$150.86	\$146.27	\$155.98	\$87.63
	\$576.26				

**Secondary CW Pump Calculation**

End User:	<b>All</b>
Project:	<b>Rock Cty - CHW Secondary Pumps</b>
Prepared By:	<b>Lee</b>
Date:	<b>April 28th, 2021</b>
Cost/ kWh:	<b>\$0.087</b>
Hours/ Yr:	<b>3,600</b>

	Flow Class				
	1	2	3	4	5
% Load:	100%	80%	60%	40%	20%
% Time:	2%	13%	20%	35%	30%
Hours/ Yr:	72	468	720	1,260	1,080

**Existing System**

Existing:	<b>(1) TACO FE 3008's - Running 100%</b>				
	FC1	FC2	FC3	FC4	FC5
GPM:	460.0	460.0	460.0	460.0	460.0
TDH:	45.0	45.0	45.0	45.0	45.0
wHP	6.83	6.83	6.83	6.83	6.83
Hydr. Eff%	76.5%	76.5%	76.5%	76.5%	76.5%
Mtr + VFD Eff.	91.9%	91.9%	91.9%	91.9%	91.9%
eHP:	7.44	7.44	7.44	7.44	7.44
kW:	5.54	5.54	5.54	5.54	5.54
Hours/ Yr:	72	468	720	1,260	1,080
kWh:	399	2,595	3,992	6,986	5,988
	19,960				
Cost/ Yr:	\$34.89	\$226.79	\$348.90	\$610.58	\$523.36
	<b>\$1,744.52</b>				

**Grundfos ECM Pumps**

Model:	<b>(1) 7.5 HP ECM LCSE 30957</b>				
	FC1	FC2	FC3	FC4	FC5
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	6,593				
Cost/ Yr:	\$35.52	\$150.86	\$146.27	\$155.98	\$87.63
	<b>\$576.26</b>				

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

The General Services Committee  
INITIATED BY

The General Services Committee  
SUBMITTED BY



Brent Sutherland- Director-  
Facilities Management  
DRAFTED BY

November 17, 2021  
DATE DRAFT

**APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH ALLIANT ENERGY TO  
INSTALL A 1.4-MEGAWATT SOLAR ARRAY ON COUNTY-OWNED PROPERTY**

1 **WHEREAS**, Rock County passed a resolution 18-2B-461 to reduce energy consumption and  
2 increase the use of renewable energy sources by 25 % by 2025 as long as it is economically  
3 feasible; and,

4  
5 **WHEREAS**, later the resolution was amended to add become carbon neutral by 2050; and,

6  
7 **WHEREAS**, Rock County has been working with Alliant Energy in developing a renewable  
8 project that is economically feasible; and,

9  
10 **WHEREAS**, Alliant Energy has offered a Customer Hosted solar project where Alliant Energy  
11 will install and maintains the equipment for a 1.4-Megawatt solar array on County owned  
12 property; and,

13  
14 **WHEREAS**, a 1.4-megawatt solar array will be located on 10-acre parcel that is currently zoned  
15 as B1- Business /office and 01 -Industrial within the city limits of Janesville just east of the Rock  
16 Haven Nursing home; and,

17  
18 **WHEREAS**, a 1.4-megawatt solar array will provide enough power equivalent to 365 residential  
19 home ; and,

20  
21 **WHEREAS**, the power generated will not go directly into the County owned buildings but rather  
22 will go into the Alliant Energy grid; and,

23  
24 **WHEREAS**, the program will have Alliant Energy leasing the land for 20 years with two 5-year  
25 extension option which provides annual lease payment of \$62,643 annually; and,

26  
27 **WHEREAS**, the solar array is being placed on property currently being farmed. The annual lease  
28 payments will be applied to the PACE program in support of Agland preservation.

29  
30 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly  
31 assembled this \_\_\_\_ day of \_\_\_\_\_, 2021 does hereby approve and authorize entering  
32 into the lease agreement with Alliant Energy for the installation of a 1.4-megawatt solar array on  
33 county owned property.

Approval to Enter into a Lease Agreement with Alliant Energy to Install a 1.4-Megawatt Solar Array on  
County-owned Property

Page 2

Respectfully submitted,

GENERAL SERVICES COMMITTEE

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Robert Potter, Chair

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Tom Brien, Vice Chair

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Brent Fox

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Dave Homan

---

William Wilson

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 59.52(6), Wis. Stats.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

The revenue from this lease will be credited to the PACE fund balance for future appropriation.

/s/Sherry Oja

Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Matter of policy. This action would further the County's progress toward meeting its energy goals, which has to be balanced with taking farmland out of production. The facilities master plan does not indicate any other planned use for this area.

/s/Josh Smith

Josh Smith  
County Administrator

## Executive Summary

### Approval to Enter into a Lease Agreement with Alliant Energy to Install a 1.4-Megawatt Solar Array on County-owned Property

This resolution is giving approval to enter into a lease agreement with Alliant Energy for the installation of a 1.4-megawatt solar array to be installed on Rock County owned 10-acre parcel east of Rock Haven that is in the city limits of Janesville and zoned business and industrial. The lease agreement is for 20 years with two 5 years extension options. Alliant energy will cover the cost and install the equipment and fencing the perimeter which is required. Alliant will also do the maintenance and cover the costs. At the end of the lease Alliant will remove, recycle all the equipment, and return the property in the condition it was before the array was installed. Alliant will provide Rock County annual lease payments as laid out by the public services commission at approximately \$62,650 annually. Because we are putting it on farmland, the revenue will go to the PACE program to support Ag land preservation.



## COUNTY OF ROCK, WISCONSIN CHANGE ORDER FORM

<b>CHANGE ORDER NUMBER</b>	<b>14</b>
<b>PROJECT NUMBER</b>	<b>JPC-5889</b>
<b>PROJECT NAME</b>	<b>Rock County Human Services Building</b>
<b>PURCHASE ORDER NUMBER</b>	<b>PO2001702</b>
<b>ARCHITECT FIRM &amp; CONTACT</b>	<b>Venture Architect Jack Blume</b>
<b>A/E JOB NUMBER</b>	<b>190062</b>
<b>DISTRIBUTION</b>	<b>OWNER</b> _____ <b>CONTRACTOR</b> _____ <b>FILE</b> _____ <b>OTHER</b> _____
<i>We propose to provide the following change (s) to our contract for the above reference Project, with the contract amount being adjusted by Contract Change Order amount (s) stated below.</i>	
<b>DESCRIPTION: See attached list of close out items discovered after occupancy</b>	
<b>ORIGINAL CONTRACT SUM</b>	<b>\$21,531,921</b>
<b>PREVIOUS CHANGE ORDERS AMOUNT</b>	<b>\$575,475</b>
<b>CURRENT CHANGE ORDER AMOUNT</b>	<b>\$108,602</b>
<b>NEW CONTRACT SUM</b>	<b>\$22,215,998</b>
<b>CONTRACTOR SIGNATURE</b>	
<b>OWNER SIGNATURE</b>	
<b>ARCHITECT/ENGINEER SIGNATURE</b>	



330 East Delavan Drive  
 Janesville, WI 53546  
 608-754-6601 Phone  
 608-754-9171 Fax

**Change Order #14**

**Project:**

**Rock County Human Services Building**

**2 December 2021**

From: Ben Bobzien, Cullen  
 Cc: Mike Kemp

RQ #:  
 Project Supplement #:  
 Description:

**\*\*Labor Rates valid through 6/1/21\*\***

Activity Description	Units	Quantity	UNIT PRICE	Total Labor	PT&I	TOTAL
J.P. Cullen & Sons Inc.						
Construction Manager Work					42.50%	
22 microwave shelves & installation						4060
Curb cut at crisis center						
Labor						2800
Bobcat						600
Truncated Domes						540
Concrete						960
Dumpster						500
Finisher Truck						500
boiler exhuast bird screen						500
wellness/supervisor switch						5100
Asphalt repair from furniture trucks (Kole)						1060
Electrical Mezz Added Room						1500
Added Multipurpose Room Door						2000
Added Elevator Door						2000
Opening in Receiving Area						3000
door numbers						650
Landscaping Cobble Stone Under Roof Drains						2000
20 added fire extinguishers						3000
Pre Ribbon Cutting Clean (guess)						-6000
Added shades	co written					2341
Added shades	co written					17747
Electrical added data, exit signs, printers	CO Written					10900
Added insulation on ceiling grid in conference rooms						812
stump grinding						600
added window shades at Crisis	CO written					1191
Interior Wayfinding						2750
Boiler Room Heater						3426
Epoxy in bathrooms						7500
Acoustical Tile in ~12ksqft						21432
				<b>Fee 15%</b>	<b>#REF!</b>	14020

Subtotal J.P. Cullen & Subcontractors \$107,489.35  
 Bond (Rate of 0.00645, or 0.645%) \$693.31  
 Liability Insurance ( Rate of 0.0039, or 0.39%) \$419.21

**TOTAL \$108,602**



## COUNTY OF ROCK, WISCONSIN CHANGE ORDER FORM

CHANGE ORDER NUMBER	1
PROJECT NUMBER	180052.00
PROJECT NAME	Rock County District Attorney Alteration
PURCHASE ORDER NUMBER	P2101745
CONTRACTOR NAME	Bauer & Raether Builders
ARCHITECT FIRM & CONTACT	Venture Architects Justin
A/E JOB NUMBER	
DISTRIBUTION	OWNER _____ CONTRACTOR <input checked="" type="checkbox"/> _____ FILE _____ OTHER _____
<p><b>We propose to provide the following change (s) to our contract for the above reference Project, with the contract amount being adjusted by Contract Change Order amount (s) stated below.</b></p>	
<p><b>DESCRIPTION:</b></p> <p style="font-size: 1.2em;">Labor and material TO Relocate 2 Electrical Junction Boxes to Accomodate New Duct work For HVAC System</p>	
ORIGINAL CONTRACT SUM	\$ 615,000.00
PREVIOUS CHANGE ORDERS AMOUNT	00.00
CURRENT CHANGE ORDER AMOUNT	\$ 1,048.00
NEW CONTRACT SUM	\$ 616,048.00
CONTRACTOR SIGNATURE	
OWNER SIGNATURE	
ARCHITECT / ENGINEER SIGNATURE	

VENTURE ARCHITECTS



## COUNTY OF ROCK, WISCONSIN CHANGE ORDER FORM

<b>CHANGE ORDER NUMBER</b>	2
<b>PROJECT NUMBER</b>	180052.00
<b>PROJECT NAME</b>	Rock County District Attorney Alteration
<b>PURCHASE ORDER NUMBER</b>	
<b>CONTRACTOR NAME</b>	Bauer & Raether Builders
<b>ARCHITECT FIRM &amp; CONTACT</b>	Venture Architects
<b>A/E JOB NUMBER</b>	
<b>DISTRIBUTION</b>	OWNER _____ CONTRACTOR <input checked="" type="checkbox"/> _____ FILE _____ OTHER _____

*We propose to provide the following change (s) to our contract for the above reference Project, with the contract amount being adjusted by Contract Change Order amount (s) stated below.*

**DESCRIPTION:**

- Prep and Paint (20) existing hollow metal door frames in 4<sup>th</sup> floor office space.
  
- Prep and Paint (2) Existing fire-resistant HM Doors

<b>ORIGINAL CONTRACT SUM</b>	\$615,000.00
<b>PREVIOUS CHANGE ORDERS AMOUNT</b>	\$1,048.00
<b>CURRENT CHANGE ORDER AMOUNT</b>	\$3,220.00
<b>NEW CONTRACT SUM</b>	\$619,268.00
<b>CONTRACTOR SIGNATURE</b>	<i>Kevin B Bauer</i>
<b>OWNER SIGNATURE</b>	<i>[Signature]</i>
<b>ARCHITECT / ENGINEER SIGNATURE</b>	<i>[Signature]</i>

*VENTURE ARCHITECTS*