ROCK COUNTY, WISCONSIN

NOTE:
This is a Teleconference Meeting

GENERAL SERVICES COMMITTEE
TUESDAY, May 18, 2021 – 7:30 A.M.
CALL: 1-312-626-6799
MEETING ID: 816 2119 6309
PASSCODE: 425256

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If you are interested in providing public comments on items on this agenda, you must submit your comments by 3:00 p.m. on Monday, May 17, 2021. To submit a public comment, use the following email: countyadmin@co.rock.wi.us.

Join from a telephone:

- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.

Supervisors: Please identify yourself by name

- Please mute your phone when you are not speaking to minimize background noises
- We are new at holding meetings this way, so please be patient

Instructions for the hearing impaired –
https://support.zoom.us/hc/en-us/articles/207279736-Getting-started-with-closed-captioning

GENERAL SERVICES COMMITTEE
TUESDAY, MAY 18, 2021 – 7:30 A.M.

Agenda

1. Call to Order
2. Approve Agenda
3. Public Comment
4. Approval of Minutes – May 4, 2021
5. Review of Payments
6. Transfers
7. Resolutions and Committee Action
    a. Awarding a Contract for Boiler Replacements and Energy Efficiency Upgrades at Rock County Courthouse
    b. Retaining Venture Architects for Architectural and Engineering Services for Sheriff's Office Law Enforcement Services/Jail Renovation Project and Amending the Facilities Management 2021 Capital Budget
8. Reports, Updates, Discussion and Possible Action
    a. Dr. Daniel Hale Williams Rock County Resource Center updates
        i. Schedule
        ii. Approval of Change Orders
    b. 911/IT renovation updates
        i. Schedule
    c. Facilities Management staffing levels
9. Communications, Announcements and Information
10. 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 at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

GENERAL SERVICES COMMITTEE
Minutes – May 4, 2021

Call to Order. Chair Potter called the meeting of the General Services Committee to order at 7:30 A.M., Tuesday, May 4, 2021.

Committee Members Present: Supervisors Potter, Wilson, Homan, Fox, and Brien.

Committee Members Absent: None.

Staff Members Present: Josh Smith, Rock County Administrator; Randy Terronez, Assistant to the County Administrator; Terri Carlson, Risk Manager; Sheriff Troy Knudson; Captain Curt Fell; Kate Luster, Human Services Director; Brent Sutherland, Facilities Management Director; Dave Froeber and Mike Parille, Facilities Superintendents.

Others Present: Brian Zobel, UW Whitewater at Rock County; John Sabinash with Venture Architects; and Barb Tillman.

Approval of Agenda. Supervisor Brien moved approval of the agenda, second by Supervisor Fox. ADOPTED.

Public Comment. None.

Approval of Minutes – April 20, 2021. Supervisor Wilson moved approval of the minutes of April 20, 2021 as presented, second by Supervisor Homan. ADOPTED

Review of Payments. The Committee reviewed the payments.

Transfers. None.

Resolutions and Committee Action
Awarding Contract for the Furniture Installation at the Dr. Daniel Hale Williams Rock County Resource Center and Amending the 2021 Facilities Management Budget

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2021 does hereby approve and authorize awarding a contract in the amount of $2,671,687.00 to Hendricksen of Brookfield WI, for the furniture and installation at Dr. Daniel Hale Williams Rock County Resource Center.

BE IT FURTHER RESOLVED, that the Facilities Management 2021 budget be amended as follows:

…"

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

Brent Sutherland discussed the need for the amendment in the amount of $671,687: increased prices for materials such as steel, foam, new tariffs and office innovations. The funding would come from Prior Year Sales Tax revenue.

Reports, Updates, Discussion and Possible Action
Sheriff's Office building project update
Sheriff Knudson presented an update on the Sheriff's Office Building. Sheriff Knudson addressed some of the issues with the current building and the need for the redesign. He elaborated on the updated floor plans for the building. Brent Sutherland followed up with the general overview of where the plan is currently and what the plan is for the future. Brent informed the committee that the estimated completion date of the entire project is June 2025. Josh Smith discussed options to pay for this redesign and the impact on taxes for the redesign of the Sheriff's Office Building.

Dr. Daniel Hale Williams Rock County Resource Center Updates
Schedule
Brent Sutherland informed the committee that the project is still on schedule to be completed July 4, 2021. The parking lot will be constructed in June. Brent will provide the committee with a schedule next meeting. There is also a ribbon-cutting ceremony planned for August.

Approval of Change orders. None.

911/IT Renovation Updates

Schedule
Mr. Sutherland informed the committee that this project is on schedule to bid out in May.

Approval of contract for hazardous material abatement.
Supervisor Fox moved approval of the bid from KPH Construction in the amount of $17,347.05 for hazardous material abatement, second by Supervisor Brien. ADOPTED.

Due to identification of asbestos on the 4th floor District Attorney Office area, an asbestos removal project was bid out. There will be measures in place to keep employees safe during the abatement.

Communications, Announcements and Information. Brian Zobel informed the committee that they will have a plaque acknowledging indigenous peoples and the campus land.

Adjournment. Supervisor Brien moved adjournment at 8:30 A.M., second by Supervisor Wilson. ADOPTED.

Respectfully submitted,

Haley Hoffman
Office Coordinator

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE

RESOLUTION NO. _____ AGENDA NO._____

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

May 7, 2021
DATE DRAFTED

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

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

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

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;

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

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

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.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

_____
Robert Potter, Chair

_____
Tom Brien, Vice Chair

_____
Dave Homan

_____
Brent Fox

_____
William Wilson

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____

_____
Mary Mawhinney, Chair

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

FISCAL NOTE:

There are no upfront costs to the County for this project. The County pays for project monthly using energy cost savings.

/s/ Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/*Josh Smith*

Josh Smith
County Administrator

Rock County, Wisconsin
51 South Main Street
Janesville WI 53545

General Services
Facilities Management
Maintenance
(608) 757-5527

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 2021 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.

Johnsons 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	**Existing>**	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	**Proposed>**	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	**Existing>**	Taco	FE3008	15 HP	450 gpm
	Proposed>	Grundfos	CRE-95-1-1	15 HP	450 gpm
HP-2	**Existing>**	Taco	FE3008	15 HP	450 gpm
	Proposed>	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 $300,082.54 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 $379,149.78, 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	$196,701.27	$212,616.34
Subtotal	**$6,897.07**	**$255.00**	**$8,763.00**	**$196,701.27**	**$212,616.34**
2	$7,103.99	$262.65	$9,025.89	$-	$16,392.53
3	$7,317.11	$270.53	$9,296.67	$-	$16,884.31
4	$7,536.62	$278.65	$9,575.57	$-	$17,390.84
5	$7,762.72	$287.00	$9,862.83	$-	$17,912.55
6	$7,995.60	$295.61	$10,158.72	$-	$18,449.93
7	$8,235.47	$304.48	$10,463.48	$-	$19,003.43
8	$8,482.53	$313.62	$10,777.38	$-	$19,573.53
9	$8,737.01	$323.03	$11,100.71	$-	$20,160.75
10	$8,999.12	$332.72	$11,433.73	$-	$20,765.57
Total	**$79,067.24**	**$2,923.29**	**$100,457.98**	**$196,701.27**	**$379,149.78**

** 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 and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.00%).*
**** 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, achieving a project total of $379,149.78 over 10 years.*

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:

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

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.

$$Planned\ Cost = Cost\ Per\ Unit\ \times Quantity$$

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

$$Emergency\ Premium = Total\ Unplanned\ Cost - Total\ Planned\ Cost$$

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

Total Planned	Emergency Premium	Total Unplanned Cost	Weighted Capital Risk
$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 34 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
2019	$3,655.42	$-	$3,655.42
2020	$13,870.63	$1,660.80	$15,531.43
Total	$17,526.05	$1,660.80	$19,186.85
Annual Avg	**$8,763.03**	**$830.40**	**$9,593.43**

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	3.00%
Total Non-Measured Operational Benefits =	**$8,763**	

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	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: $$kW = \frac{(0.7457 \times GPM \times TDH)}{(Hydro\ Eff\ \% \times 3960 \times motor\ Eff\ \%)}$$ 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.
Estimated Parameters	**Assumed Value**	**Justification, Source and Description**
Run Hours – Baseline and Post-retrofit	Refer to table below, hours listed by pump system	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. Trend the electric signal cycles per second (Hz) and convert to electric consumption (kWh). Compute the difference between pre- and post-installation for savings. 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 with be reviewed by Johnson Controls to ensure that the ECM pump is operating as designed.

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

The annual energy savings will be calculated according to:

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

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

Pump System	Hours	Year 1 Benefits	Year 1 kWh Saved
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
	Total	**$4,883.77**	**55,878**

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:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

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:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

DETAILED CALCULATIONS

FIM-1: Replace Existing Heating Boilers

ECM-1 Boiler Replacement		
Building	**Rock County Courthouse**	
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	$0.3735	/therm
Heating System Efficiency$_{base}$	87%	
Heating System Efficiency$_{post}$	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:	**All**
Project:	**Rock Cty - CHW Secondary 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				

RESOLUTION NO. _____ AGENDA NO. _____

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

The General Services Committee
INITIATED BY

The General Services Committee
SUBMITTED BY

Brent Sutherland, Director of Facilities Management
DRAFTED BY

May 14, 2021
DATE DRAFTED

Retaining Venture Architects for Architectural and Engineering Services for Sheriff's Office Law Enforcement Services/Jail Renovation Project and Amending the Facilities Management 2021 Capital Budget

WHEREAS, Rock County Master Plan called for Phase I addition to the Sheriff's Office allowing for the replacement of the 1924 Pinehurst Building in 2022; and Phase II renovation and addition to the existing Jail in order to meet the required program needs with no specific year identified; and,

WHEREAS, a needs assessment conducted in 2020 identified the need to combine both phases of conceptual design; and,

WHEREAS, Rock County Sheriff's Office, Facilities Management, and Venture Architects completed the conceptual design for Phase I and Phase II which unified operations for a more efficient building design, improving collaboration, safety, and flexibility; and,

WHEREAS, Resolution #21-2B-199 approved a contract with Venture Architect in the amount of $3,080,000 at the February 25, 2021, County Board meeting and was based upon the original Phase I engineering plan; and,

WHEREAS, the need to combine Phase I and Phase II results in a need to add $3,080,000 for architect/engineering services to complete the project that is estimated in the conceptual design stage at $96,600,000; and,

WHEREAS, the adopted capital project budget for 2021 is $4,360,000 and was to originally cover Phase I architect/engineering services; and,

WHEREAS, awarding $3,080,000 in additional architect/engineering services leaves a budget shortfall of $1,800,000 which would come from Prior Years Sales Tax.

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this _____ day of _____, 2021 that a contract for additional architectural and engineering services be awarded to Venture Architects, of Milwaukee, WI. in the amount of $3,080,000.

BE IT FURTHER RESOLVED, that approval of this resolution also approves moving forward with both phases as one project for a total cost of $96,600,000.

BE IT FURTHER RESOLVED, that the Facilities Management 2021 Budget be amended as follows:

ACCOUNT/DESCRIPTION	BUDGET 5/14/2021	INCREASE/ (DECREASE)	AMENDED BUDGET
Source of Funds			
18-1835-0000-475000 Prior Years Sales Tax	0	$1,800,000	$1,800,000
Use of Funds:			
18-1835-0000-67200 Capital Improvements	$4,360,000	$1,800,000	$ 6,160,000

Respectfully submitted,

GENERAL SERVICES COMMITTEE

_____
Robert Potter, Chair

_____
Tom Brien, Vice Chair

_____
Dave Homan

_____
Brent Fox

_____
William Wilson

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____

_____
Mary Mawhinney, Chair

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. Professional services are not subject to bidding requirements of sec. 59.52(29), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

In addition to awarding a contract for architectural and engineering services and amending the budget, the resolution will result in the bidding of the entire $96 million project at one time. As noted in the resolution, this is intended to ensure the project is completed in a uniform manner, and will likely save money in the long term due to increased construction and remobilization costs in future years. Because the project may span three years, it may be possible to fund the project in two separate debt issues, which could be for 15- or 20-year terms. Given the size of the potential debt issue(s), debt repayment will result in a larger than typical increase in the debt service tax levy in the first year or two before leveling off and then decreasing as outstanding debt from other projects is retired.

/s/*Josh Smith*

Josh Smith
County Administrator

FISCAL NOTE:

This resolution approves a transfer of $1,800,000 in prior year sales tax collections to help fund architectural and engineering services for the LES/Jail renovation process.

/s/ Sherry Oja

Sherry Oja
Finance Director

Executive Summary

Retaining Venture Architects for Architectural and Engineering Services for the Sheriff's Office Law Enforcement Services/Jail Renovation Project and Amending the Facilities Management 2021 Capital Budget

This resolution addresses the following three items:

1. Describes the change in original project phasing from a needs assessment report.
2. Awards a contract to Venture Architects of Milwaukee, Wisconsin, in the amount of $3,080,000 for additional architectural and engineering services for the Sheriff's Office Law Enforcement Services/Jail Renovation Project.
3. Amends the 2021 budget to reflect the additional architectural and engineering services.

Master Plan Project Phases & Needs Assessment

The Facilities Master Plan priority schedule, previously approved by the County Board, divided the Sheriff's facilities into 2 phases. Phase I covered the replacement of the Pinehurst Building which in addition to housing the Huber inmate wing also houses the patrol division and administrative functions. Phase II covered the balance of the Sheriff's facility needs, predominantly the corrections areas.

After the completion of the Master Plan, a needs assessment was conducted that revealed the need to combine Phase I and Phase II. It was identified that Jail programs were functioning within the Pinehurst Building. Therefore, a conceptual design was completed for both phases. The design team (Sheriff's Office, Facilities Management and the architect) unified operations for a more efficient building design improving collaboration, safety, and flexibility. An emphasis was placed on providing programming space for inmates to reduce recidivism and promote successful reentry into the community. The design also brought the Emergency Management Bureau including the Emergency Operations Center, the Community Corrections Bureau, and the Training Bureau into the new building from their current satellite locations. The new design is completely unified making it essential that Phases I and II be completed as one project. The estimate for the conceptual design is $96,600,000, which includes the engineering costs of $6,160,000.

Venture Architect Contract Award

Resolution #21-2B-199 approved a contract with Venture Architect in the amount of $3,080,000 at the February 25,2021 County Board meeting and was based upon the original Phase I engineering plan. As described in the prior section, the need to combine Phase I and Phase II results in a need to add another $3,080,000 to allow the architect to complete the engineering/architect services for the project that is estimated in the conceptual design stage at $96,600,000.

Amend the Facilities Management 2021 Capital Projects Budget

The adopted capital project budget for 2021 is $4,360,000 and was to originally cover Phase I architect/engineering services. The February resolution awarded $3,080,000 and this resolution awards $3,080,000 in additional architect/engineering services, leaving a budget shortfall of $1,800,000 which would come from Prior Years Sales Tax.