Proposal

Sioux Falls SD Common Branch
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SIOUX FALLS, SD 57106-1555
Phone: 866-598-7001
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TO: Brookings County
520 3rd Street
Brookings, SD 57006-2023
Stacy Steffensen

Date: June 22, 2020
Project: Courthouse Chiller Replacement
Proposal Ref: Sourcewell # 030817-JHN

Items cited on this proposal are priced in accordance with the Johnson Controls Sourcewell contract # 030817.

We propose to furnish the materials and/or perform the work described below for the net price of: $98,693.15

NINETY-EIGHT THOUSAND, SIX HUNDRED NINETY-THREE AND 15/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as $1,947.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

The following TURNKEY Budget Proposal is provided to the Brookings County for the removal and replacement of the two chillers at the Courthouse. This pricing is presented using Sourcewell as a purchasing agent and is provided by Johnson Controls (JCI). JCI will supply a new high efficiency Johnson Controls chiller one (1) - 40 ton scroll. The existing chillers are using R-22 refrigerant, an obsolete ozone depleting refrigerant. The new chiller will be R-410A.

SCOPE of WORK

The JCI team will perform lockout/tag-out of the electrical and hydronic systems to prevent damage or injury.

The R-22 refrigerant will be recaptured and sent for reclamation.

The hydronic system will be drained and all fluid captured for reuse.

The electrical systems will be disconnected.

Existing chillers (2) and (and necessary piping) will be removed and disposed of according to regulations.

The primary pump serving the west chiller will be abandon in place and valves secured and plugged. Exterior piping will be cut below grade and capped.

The existing east pad will be added on to, so chiller will fit.

After the pad has cured the new chiller will be set in place.

New hydronic lines will be run from the new chiller to the existing water lines above the ground.

The loop will be pressure tested. After passing the test will be refilled.

All new piping and any existing insulation that was removed will be insulated with one (2") fiberglass insulation and PVC skinned on the exterior.

The electrical will be re-connected to the new chiller.

The chiller will be connected to the existing JCI Metasys Building Automation System.

JCI will perform startup and check out of the chiller.

JCI will provide customer training of the chiller operations.

This project will include a one (1) year parts and labor warranty and a five (5) year compressor warranty.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

1. Any work with materials containing Asbestos is excluded.
2. All work to be performed during normal working hours M-F between 7AM-5PM.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jul. 24, 2020

Brookings County		Johnson Controls, Inc.	
Name:		**Name:**	Thomas M. Hunstad
Title:		**Title:**	Account Manager
Date:		**Date:**	June 22, 2020
PO:			

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICING && PAYMENTS. JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE

5. LIABILITY. JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

9. DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.