

Montgomery County

Montgomery County Jail RTU Replacements

This proposal is in accordance with the Johnson Controls Sourcewell contract #070121-JHN



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Submitted by:
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Presented to:
Montgomery County
Eric Mead
Commissioner
6 Park Street
Fonda, NY 12068

1. Executive Summary

Montgomery County seeks to minimize energy consumption and operational costs. To achieve this, our recommendations include replacement of qty. (3) Rooftop Units at the Jail. Proposed solution consists of Turn-Key replacement of the Rooftop Units, including integrated controls to provide automatic operation. The following information summarizes the benefits you will realize when you implement these recommendations.

Goals and objectives

- Reduce utility and operational costs
- Reduce energy consumption
- Improve efficiencies
- Reduce carbon footprint

Our Solution

Provide

- Updated Equipment
- Turn-Key Installation
- Updated Controls

2. Scope of Work

Recommendation: Rooftop Unit Replacement

Existing Conditions:

The existing Rooftop units are approximately 26 years old. They have required numerous repairs over the years. The existing units utilize R-22 freon which has been phased out in recent years. New Rooftop units will improve efficiencies and operational costs. Additionally unplanned maintenance costs shall be mitigated by installing new equipment. Proposed replacement units include Variable Speed Drives, Digital Scroll Compressors, Modulating Gas Heat, and integrated controls for improved efficiencies and reduced energy consumption.

Facility	Area Served	Name	Manufacturer	Model Number
Montgomery County Jail	A-Pod	RTU-1	Governair	TL10
Montgomery County Jail	B-Pod	RTU-2	Governair	TL10
Montgomery County Jail	C-Pod	RTU-3	Governair	TL10



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Solution Summary

Johnson Controls shall provide a Turn-Key Rooftop unit replacement solution. New units shall be factory provided with Johnson Controls Metasys Integrated controllers. Factory startup and verification of new equipment operation. New control hardware and software shall be provided to integrate into the existing Johnson Controls Metasys BMS.

Scope

Equipment includes three new Rooftop Units. Turn-Key installation of new units. Existing units shall be removed from site and properly disposed of. Crane and rigging services shall be provided during normal business hours M-F. Integrated controls shall be setup, configured, and tied into the existing system.

Exclusions

Seismic reinforcement or support beyond requirement for installation of the new equipment is not included.

Asbestos abatement work on associated piping, roofing layers or other surfaces is not included. Any repair work or modifications to existing equipment, including but not limited to the other HVAC systems, pumps, small exhaust fans, etc. is not included.

Project Proposal

We propose to furnish the materials and/or perform the work described below for the net price of:
\$1,152,000.00

Pricing in accordance with the Johnson Controls Sourcewell contract #070121-JHN

For the above price this proposal includes:

- Preparation and disconnect of existing RTUs, including removal from site and disposal.
- Provide qty. (3) New Venmar Replacement Rooftop Units delivered to site. Match original design specifications and unit footprint.
 - o 460 Volts – 3 Phase – 60 Hertz
 - o HFC-410a Refrigerant
 - o Modulating Gas Heat
 - o Supply Fan Variable-Air-Volume (VFD)
 - o Return/Exhaust Fan Variable-Air-Volume (VFD)
 - o 100% Modulating Economizer
 - o Manufactures Rep Startup
 - o Manufactures Warranty
- Provide new Rooftop units with factory packaged Metasys BACNet controllers for integration to the existing BMS.
- Provide Crane and Rigging services to remove and replace rooftop units during normal business hours M-F. After hours or weekend rigging is not included.
- Update existing electrical feeds and breakers to accommodate new equipment as required for emergency generator power.
- Installation of new RTUs including connection of existing ductwork, gas piping, electrical, controls, fire alarm, and condensate drain.
- Factory Startup of new RTUs and controls.
- Test & Air Balancing of new RTUs.
- Provide tie in to existing Metasys BMS.
- Provide manufactures warranty on new equipment.
- Provide project management.

Crane and Rigging Services:

Crane and Rigging services is scheduled for qty. (2) Days to be onsite. Should any scheduling issues or unforeseen circumstances arise, additional charges for Crane and Rigging may apply. Crane shall setup within fencing area and may be required to be left setup in a safe manner overnight upon review with the Sheriff.

This proposal DOES NOT include:

Anything other then what is identified above.

All Sales or Use Taxes.

Bonds.

Premium Time (outside of Crane Rigging) All work to be completed M-F 7am-3:30pm.

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Any roof penetrations will be brought to the owner's attention to address directly with roofing contractor. JCI excludes any roof patching etc.

Project Payment Terms

50% up front, 50% upon completion

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: 4/3/2022

Company Name

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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. Prices for materials and equipment covered by this contract may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) incurred by JCI after issuance of JCI's project proposal.
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.



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8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
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.