CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: May 21, 2020

To: Jamin Friedl
Director of Finance/Comptroller

From: Rodney J. Scheel
Director of Planning & Development

Subject: City Hall – Replace 4 Condensing Units

We have $30,000 budgeted for this project in 2020. While we were in the process of obtaining quotes for this project, we had one of the units begin to fail. We need to have this equipment replaced quickly since we need to run our systems continuously as we increase circulation as part of our COVID-19 building practices.

The cost for the recommended equipment replacement is about $45,000.

The following 2020 projects have a total budgeted amount of $60,000

- City Hall – Replace 4 Condensing Units
- City Hall – Door Access Controls
- City Hall – HVAC Control System

At the close of 2019, $22,061 in carry over budget related to improvements needed at the McFarland State Bank Building remained on hand. The cost of the Door Access Controls has been applied to the 2019 carry over budget leaving a remaining balance of $7,238. This results in a total remaining budget to complete the replacement of the 4 Condensing Units and HVAC Controls at $67,238.

PURCHASE ORDER

Required for All CIP Related Items $0 - $50,000

PROJECT # 411-53200-50820-20009000

DATE 5/21/2020

VENDOR #

BILL TO :
CITY OF STOUGHTON
207 S. FORREST STREET
STOUGHTON, WI 53589
608-873-6677

FEDERAL ID # 39-6005622

VENDOR: Tri-Cor Mechanical

SHIP TO: (If different from Above)

G/L ACCOUNT #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
411-53200-50820-20009		Replace 4 Condensing Units - City Hall	$ -	$ 41,267.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL	$ 41,267.00

CHECK ALL THAT APPLY:

	UNDER APPROVED BUDGETED AMOUNT
X	**OVER APPROVED BUDGETED AMOUNT** - MEMO ATTACHED JUSTIFYING OVERAGE
	NOT BUDGETED - MEMO ATTACHED JUSTIFYING WHY PURCHASE IS NEEDED
	SOLE SOURCE PURCHASE - MEMO ATTACHED DOCUMENTING SOLE SOURCE JUSTIFICATION CRITERIA
	COOPERATIVE PROCUREMENT PROGRAM - LIST PROGRAM IN THE SECTION PROVIDED BELOW

DEPARTMENT HEAD Rodney Scheel **Date** 5/21/2020

FINANCE DIRECTOR **Date**

MAYOR **Date**

** ONLY REQUIRED IF OVER BUDGET/NOT BUDGETED*

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: May 20, 2020

To: Jamin Friedl
Director of Finance/Comptroller

From: Rodney J. Scheel
Director of Planning & Development

Subject: Furnace Replacement – Depot

Martin was called down to the Chamber Building due to an odd smell. He discovered an issue with the furnace. We called in our contractor and found the need to replace the furnace. They are concerned that we need to do it soon because the unit could create a carbon monoxide issue.

We have obtained 3 quotations for this work and recommend proceeding with the low quotation for the two stage replacement unit.

This unit was not budgeted for replacement but is about 20 years old. We understand building maintenance funds are available to use for this item.

Building Maintenance Fund

12/31/19 Fund Balance	$	567,713	
YTD Revenues	$	61,205	*- $190,000 Budgeted*
Pre-2020 Carryovers	$	(306,000)	
2020 Budgeted Expenditures	$	(254,600)	
Emergency Depot Furnace	$	(5,500)	
4/30/20 Balance Using Only YTD Revenues	$	62,818	

Furnace replacement
Quote Prepared by David Russell
04/30/2020

Johnson Controls

PROPOSAL

Account Information

Bill To:	CITY OF STOUGHTON 381 E MAIN ST STOUGHTON WI USA 53589
Quote Reference Number:	1-1869E8LN
Project Name:	Furnace replacement
Site:	STOUGHTON CHAMBER OF COMMERCE 532 E MAIN ST STOUGHTON WI 53589-1729
Branch Info:	JOHNSON CONTROLS MADISON WI CB - 0N08
Attn:	RODNEY SCHEEL

Customer Information

Name: RODNEY SCHEEL

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $6,807.37

This proposal is valid through: 05/30/2020

CITY OF STOUGHTON	**Johnson Controls Inc.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
PO: _____	

CONFIDENTIAL: For customer review. ©2016 Johnson Controls

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer 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. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. 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 JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer 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. Customer 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 language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer 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. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

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. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

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

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance 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 Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. 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 a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid via wire transfer, check or money order, and that

1901 INC

2801 Syene Road / Madison, WI 53713-3203

Office: (608) 273-3434 / Fax: (608) 273-9654

QUOTATION

TO:	City of stoughton	**DATE:**	May 14, 2020
Street:	381 E. Main Street	**Phone:**	608-646-0425
City, State, Zip	Stoughton , Wi. 53589	**Fax:**	608-873-5519
ATTN:	Martin Briggs	**Cell:**	608-577-1892
RE:	Replacement of existing Carrier furnace	**Email:**	mbriggs@ci.stoughton.wi.us

JOB SITE (Address work is being performed):	532 E. Main Street
Property Owners Name:	
Property Owners Address:	

THE UNDERSIGNED PROPOSES THE FOLLOWING:

Remove existing Carrier 90% furnace and dispose of
Furnish and install New Rheem 95 % 115K Btu Multi postion single stage furnace
Furnish and install new low profile Little Giant condensate pump
All sheet metal ducting required for reconnecting to existing duct work
All line and low voltage wiring
All gas piping required to reconnect to existing gas line
All Pvc material for reconnect to existing vents
All labor for project

EXCEPTIONS / CLARIFICATIONS:

Work to be done during normal business hours.
Any other parts, equipment, repairs, or rentals are not included.
Only disconnecting and reconnecting of existing electrical is included. If other electrical work is necessary, that will be extra.
Tax and Freight are not included (if applicable).
All Hvac permits required for project by Owner
Rheem 96% 2 stage 115k multi-position furnce with ECM motor is perfered add to base bid $495.00

Accepted: _____

Date: _____

In acceptance of this quotation, please sign, date and return to 1901 Inc. via fax,email or mail (please retain a copy for your records); also submit PO/Contract if needed.

POTENTIAL BILLINGS: 1-Partial / 1-Final *Terms: Net 30 Days*

All of the above to be completed for the sum of:

$5,004.34

QUOTED PRICE:

1901 Inc.

By: *Dave Gundlach*

Dave Gundlach, Service Manager (608) 712-6143

Email: dgundlach@1901inc.com

PRELIMINARY NOTICE

PRIME CONTRACTOR - NOTICE OF LIEN RIGHTS: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNERS LAND, MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE THE

Tri-Cor
MECHANICAL
A division of TOTAL MECHANICAL

May 14, 2020

Proposal #: 20-1561

Mr. Martin Briggs
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Re: Replace Carrier Horizontal Furnace at Chamber of Commerce
Included are the following:

- **1) Carrier 96% 2 stage horizontal furnace**
- **Condensate pump**
- **All gas piping**
- **All electrical**
- **All control**
- **Start-up**
- **1 year parts and warranty**

For Sum of $5,977.00
Plus any applicable tax

This proposal may be withdrawn or modified if not accepted in 30 days.
If you should have any questions or need any additional information, please feel free to contact me at 608-754-7877 ext. 18-Office 608-921-5157-cell.
Thank you,

Jack Hall

Jack Hall,
Vice President

Note, Owner will be responsible for removal of plywood ceiling as needed

Tri-Cor®
MECHANICAL
A division of TOTAL MECHANICAL

If the above proposal, subject to the terms and conditions is acceptable, **please sign and return.** Tri-Cor Mechanical a Division of Total Mechanical will proce

SIGNATURE DATE

PURCHASE ORDER

Required for All CIP Related Items $0 - $50,000

PROJECT # N/A

DATE 5/20/2020

VENDOR # 6514

BILL TO :
CITY OF STOUGHTON
207 S. FORREST STREET
STOUGHTON, WI 53589
608-873-6677

FEDERAL ID # 39-6005622

VENDOR: 1901 Inc.

SHIP TO: (If different from Above)

G/L ACCOUNT #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
411-53200-50820	1	Depot Furnace Replacement	$ 5,499.34	$ 5,499.34
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL	$ 5,499.34

CHECK ALL THAT APPLY:

	UNDER APPROVED BUDGETED AMOUNT
	OVER APPROVED BUDGETED AMOUNT - MEMO ATTACHED JUSTIFYING OVERAGE
X	**NOT BUDGETED** - MEMO ATTACHED JUSTIFYING WHY PURCHASE IS NEEDED
	SOLE SOURCE PURCHASE - MEMO ATTACHED DOCUMENTING SOLE SOURCE JUSTIFICATION CRITERIA
	COOPERATIVE PROCUREMENT PROGRAM - LIST PROGRAM IN THE SECTION PROVIDED BELOW

DEPARTMENT HEAD *Rodney Scheel* **Date** 5/20/2020

FINANCE DIRECTOR **Date**

MAYOR **Date**

** ONLY REQUIRED IF OVER BUDGET/NOT BUDGETED*