

REQUEST FOR LEGISLATIVE ACTION



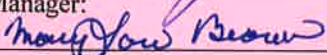
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4917

Sponsor(s): Greg Grounds

Date: Oct. 24, 2016

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$95,947.00 from the undesignated fund balance of the 2016 General Fund and authorizing upgrades to the downtown Jackson County Courthouse HVAC Systems for the Facilities Management Division of the Public Works Department from Johnson Controls of Lenexa, KS as a Sole Source Purchase.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$95,947.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$95,947.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$95,947.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>From: 001-2810 General Fund, Undesignated Fund Balance</td> <td>\$95,947.00</td> </tr> <tr> <td>To: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements</td> <td>\$95,947.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$95,947.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$95,947.00	Amount budgeted for this item * (including transfers):	\$95,947.00	Source of funding (name of fund) and account code number:		From: 001-2810 General Fund, Undesignated Fund Balance	\$95,947.00	To: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$95,947.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>														
<p>REQUEST SUMMARY</p>	<p>The Facilities Management Division of the Public Works Department is requesting upgrades to the Jackson County Courthouse HVAC Software System. The current Building Automation System, known as the PMI Module is obsolete, making it a constant struggle for staff to maintain its viability. This system is fifteen years old, leading to outdated control of the entire building's format. If the system fails, it would be weeks and potentially months before control of the system could be regained, resulting in building closure.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends purchasing the upgrades for the HVAC System Software for the Facilities Management Division of the Public Works Department from Johnson Controls of Lenexa, KS as a Sole Source Purchase. The HVAC System Software was purchased from Johnson Controls and they would be considered a Sole Source for the system upgrades.</p> <p>The Director of Finance and Purchasing also requests the appropriation of \$95,947.00 from the undesignated fund balance of the 2016 General Fund to 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS	Memorandum from Joseph Tomlinson, Facilities Management Administrator and the Quote from Johnson Controls.	
REVIEW	Department Director: 	Date: 10.12.2016
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/13/2016
	Division Manager: 	Date: 10/19/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
280	Unappropriated Fund Balance	\$95,947. ⁰⁰

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: October 13, 2016

ORD # 4917

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
General Fund - 001			
2810	Undesignated Fund Balance	\$ 95,947	
5101 - NonDepartmental	58020 - Buildings & Improvements		95,947

 10/13/2016
Budgeting



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Barbara Casamento, Purchasing Supervisor

CC: Brian Gaddie P.E., Director of Public Works

Date: 9/21/2016

Ms. Casamento,

This memorandum is being prepared and submitted to request preparation of an RLA appropriating funds for the upgrading of the Johnson Controls HVAC system housed within the Downtown Jackson County Courthouse, located at 415 E. 12th Street.

It is imperative that this task be undertaken, and delaying it to next year's funding cycle could prove to be a grave error if the current system fails. The Johnson Controls software system has not been improved in nearly fifteen (15) years of service, leading to outdated control of the entire building's format. The current Building Automation system, known as the PMI model is entirely obsolete, making it a constant struggle for Jackson County and contractor staff to maintain its viability. Should it fail, it would be weeks and potentially months before control of the system could be regained, resulting in building closure.

The scope of this task will focus much of the improvement on the software component of this system, while continuing to utilize the existing hardware and field devices the building is equipped with. Because this update will harness the ability of existing HVAC infrastructure, utilizing Johnson Controls as the vendor to update and install a software update is vital. In the interest of maintaining the continuity and proper technical dependability of this system, the Facilities Management Division is requesting Johnson Controls be awarded a contract as a proprietary vendor to upgrade the HVAC system to the Downtown Courthouse.

Your consideration of this request is greatly appreciated. Please let me know if there is more information I can provide.

Sincerely,

Joseph Tomlinson
Facilities Management Administrator

Frank White, Jr., County Executive

Service 

PROPOSAL

Kansas City Service Branch
9850 Legler Rd
Lenexa, KS 66219

TO: Jackson County Courthouse
415 E 12th Street
Kansas City, MO 64106
Attention: Darrell Benzinger

Date: August 31st, 2016
Project: Jackson County NC Upgrade
Proposal Ref:

Mr. Benzinger,

During our recent site visits, we discussed your existing Johnson Controls Building Automation System (BAS) and your desire to bring your current PMI building automation system up to date. The current Johnson Controls Metasys system was installed several years ago and is in need of updating to catch up with current technology. Johnson Controls is proud to support our systems and customers who invest in a system with us. Below is a summary of our understanding of your current situation, your goals and our recommended actions.

Current Situation:

- The Johnson Controls Building Automation System is currently the PMI system which is becoming obsolete
- Existing PMI NCM's are older, outdated technology that have been discontinued in production, putting the customer at risk in case of a supervisory controller failure

Jackson County's Goals:

- Desire to build off the existing BAS infrastructure investment by continuing to utilize existing field devices and trunk
- Upgrade the existing JCI BAS software and supervisory hardware to current level of technology available
- Have an easy to use system with graphic displays of the major systems components to facilitate the management of the building
- Have on site, ongoing support for staff training, and minimal system downtime
- Continue to have parts and service support available for the BAS

JCI's recommendations:

- Move legacy PMI system onto web based Metasys Extended Architecture – **Jackson County is responsible for providing ethernet access, a cable drop and IP address to new hardware devices**
- Replace the NCs with Network Automation Engines running the latest version of Metasys
- Install new Application Data Server to serve as a site director and manage the network automation engines
- Metasys Extended Architecture is a web based application, which will allow authorized users to log in and manage the facility from other locations
- Existing programming and control schemes will be uploaded into the new NAE based system
- Provide on-site system commissioning, start up and user training for Metasys Extended Architecture



- Johnson Controls proposes to furnish the materials and/or perform the work described above to replace
 - NC1 with a NAE5510-702
 - NC2 with a NAE5510-702
 - NC3 with a NAE5510-702
 - NC4 with a NAE5510-702
 - NC5 with a NAE5510-702
 - NC7 with a NAE3510-702
 - NC8 with a NAE3510-702
- Provide and install new ADS Server for NAEs
- Update **equipment and floor plan graphics**
- 8 hours **onsite training**
- All programming, commissioning, and startup for new devices included

JCI proposes to furnish the materials and/or perform the work described above for the net price of: \$95,947.00

NINETY FIVE THOUSAND, NINE HUNDRED FORTY SEVEN AND 00/100 DOLLARS
(Taxes excluded)

This proposal DOES NOT include:

- Ethernet and IP address to supervisory controllers
- Premium and/or overtime labor

Additional items found to be defective or in need of repair and/or replacement while performing the above work will be brought to your attention immediately. Additional work will be completed based on time and material or a fixed price quote with prior approval from your office.

This proposal and/or alternates listed above 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: 12/31/2016

Jackson County

Johnson Controls, Inc.

 Name: _____
 Title: _____
 Date: _____
 PO: _____

 Name: Ricky Bellinger
 Title: Account Representative
 Date: _____

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. Purchaser 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 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. 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. ATTORNEY'S FEES. Purchaser Agrees that he will pay and reimburse Johnson Controls for any and all reasonable attorneys' fees which are incurred by Johnson Controls in the collection of amounts due and payable by others.

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.