



**Tooele County Council  
 Agenda Item Summary**

**Department Making Request:**

**Facilities Management**

**Meeting Date:**

04/19/2022



**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

Exp date: \_\_\_\_\_

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*

Exp date: \_\_\_\_\_

**Budget Impact:**

**In Budget**

**Over Budget**

**Requested Amount: \$** 199,839

**Item Title:** Detention Center Controls Upgrade

*Please answer the who? what? when? why?*

Johnson Controls has proposed to upgrade the heating and cooling system currently installed at the Tooele County Detention Center. If approved, Johnson Controls will provide upgrades to sensors and controls on 11 air units and 29 roof top units as well as an upgraded server and Computer Software. Johnson Controls will provide a one year warranty on these upgrades with a 3 year license rights for upgrades and patches to the software. This upgraded system will be more energy efficient, more secure from cyber attacks and will have easier access for those allowed.

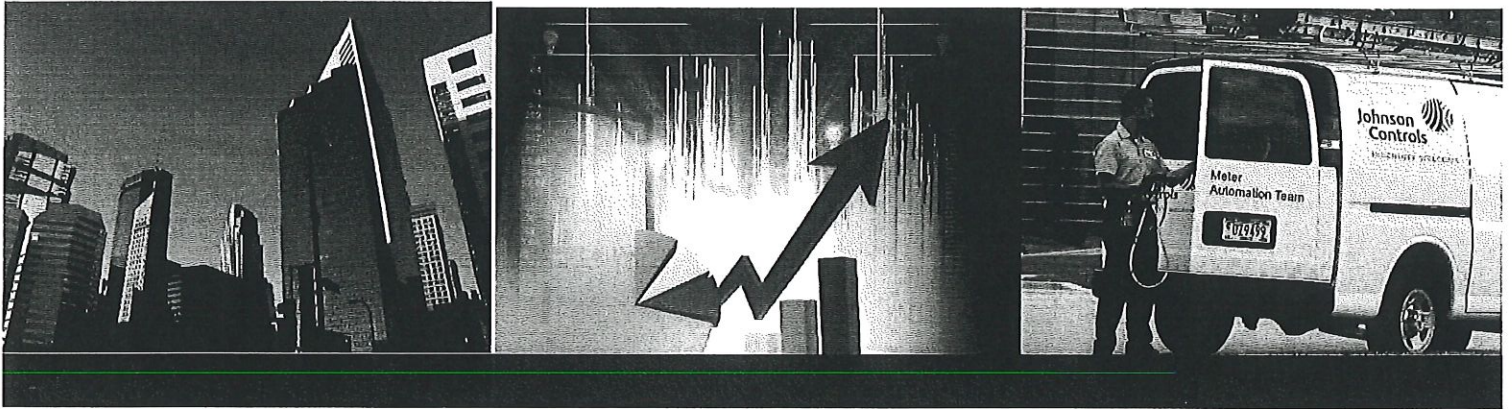
Johnson Controls will begin to order the parts needed as soon as the contract is approved and signed. The actual time may vary due to some items being on back order. Once all the parts are secured, the install should be completed within 4 weeks. This upgrade needs to be done as Cache Valley Electric (CVE) had been providing this service and they no longer do so. The equipment that CVE currently has installed at the detention center is outdated and needs to be upgraded.

Johnson Controls is a sole source for this type of service in a detention center environment. Johnson Controls is a member of Sourcewell, which Sourcewell is a nationally recognized vendor for government entities.

**List who needs copies when approved:** Jason Sparks, Facilities, Tyler Hammond, Johnson Control

# Tooele County

Adult Detention Center Controls Upgrade



December 7, 2021

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Submitted by:  
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**Johnson Controls, Inc.**  
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Johnson  
Controls 



## Improving Comfort + Efficiency + Reliability

### Johnson Controls Inc.

- 130 Years of Innovation Experience
- 316,000+ Volunteer Hours
- Over \$3.9 Billion Energy Savings and over \$2.1 Billion Operational Savings realized
- 100,000+ Experts World Wide
- 26+ Million Metric Tons of CO2 Reduction

### Our Salt Lake Team

- Dedicated Service in Utah since 1908
- 24 Hour Service Team
- Local expertise with national and global experts, innovators, and solution providers
- Zero Harm Safety Program
- 30+ Local Employees



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## 1. Scope of Work

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### Network Systems

- 1 – ADX Server Software License (Computer/virtual machine provided by Tooele County)
- 1 – Supervisory Network Engine
- 1 – ADX Server Software Maintenance Subscription; 3-year
  - Give Tooele County license rights to any new Metasys patches, upgrades, or versions for three (3) year from project completion. Labor to install new software not included.
- Graphic Generation

### Control of Make-up Air Units (qty. 11)

- 1 – Discharge Air Temperature Sensor
- 1 – Supply Fan Start/Stop/Status
- 1 – Zone Temperature Sensor
- 1 – M4 Controller

### Control of Roof Top Units (qty. 29):

- 1 – Supply Fan Start/Stop/Status
- 1 – Zone Temperature Sensor
- 1 – Discharge Air Temperature Sensor
- 1 – M4 Controller

### Server Room:

- 1 – M4 Controller



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## Exclusions

- Any new control field devices other than mentioned above
- Replacement of existing dampers
- Providing and installing of control valves
- Integration into the Fire Panel and related systems
- New communication wire
- Modification, troubleshooting, or replacement of existing Variable Frequency Drives

## Clarifications

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

Any asbestos identification and remediation are the sole responsibility of the Owner. Prior to work beginning we will work with the Owner's Representative to obtain a copy of the Asbestos Report for the building's spaces where we will perform work.

The existing LON communication wire will be repurposed to BACnet communication protocol. After evaluation from our team it is possible that the existing LON communication wire cannot support BACnet communication. In that event, new wire will be pulled and charged to Tooele County as a change order.

Server computer/virtual machine will be provided by Tooele County. See *Attachment A* for required specifications.

Sales and Use Tax are *not* included, we will work with Tooele County to secure a proper Tax Exempt Certificate. If one is not available, Johnson Controls then becomes responsible to collecting the tax and project price will increase accordingly.

Access to the working areas shall be provided in a timely coordinated fashion. All work shall be done during normal working hours (8:00 AM – 4:30 PM)



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Project Proposal

We propose to furnish the materials and/or perform the work described above for the net price of:

Project Price \$199,839.00

Add on: New BACnet Wire Pull \$60,755.00

This proposal and alternates listed 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 for 30 calendar days

Tooele County

Johnson Controls, Inc.

Name: <u>Jan A. Wides</u>	Name: _____
Title: <u>County Manager</u>	Title: _____
Date: <u>4/20/2022</u>	Date: _____
PO: _____	Accepted: _____
	Name: _____

APPROVED AS TO FORM:

Colin R. Winchester 04/07/2022  
Colin R. Winchester  
Deputy Tooele County Attorney



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## 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. Fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% 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. 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.



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