RESOLUTION # 58-2023

Resolution to Request Coronavirus Local Fiscal Recovery Fund (CLFRF) allocated to Oneida County through the American Rescue Plan Act (ARPA) for the Purpose of the Courthouse HVAC Upgrades – Phase II.

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Administration Committee

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, The American Rescue Plan Act (ARPA) amends Title VI of the Social Security Act by adding Sections 602 and 603 establishing the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

WHEREAS, Oneida County receives funds through CLFRF to assist the County in responding to the public health emergency or its negative economic impacts; to provide premium pay to eligible workers; to make necessary investments in infrastructure; and/or to provide government services; and

WHEREAS, certain restrictions of the use of these funds are determined by the United States Treasury (UST) Department including the prohibition of depositing the funds into any pension fund; directly or indirectly offsetting tax revenue; and does limit the amount of CLFRF funding to be used for "government services" to a not-to-exceed revenue reduction cap; and

WHEREAS, the County established the Funding Opportunities Committee (FOC) to provide direction and guidance on the use of the CLFRF; and

WHEREAS, the FOC developed an Oneida County Relief Funding Plan dated September 27, 2021 which ranked certain requests as "high" indicating the project or program resolves long-term, pressing issues; and / or addresses serious health and public safety risks; and / or has a widespread impact; and / or addresses a financial burden on the County; and / or has well-defined ancillary benefits; and

WHEREAS, the FOC, after thoughtful consideration of USTD regulations, further recommends County program funding thresholds by CLFRF category as follows: Public Health / Economic Development \$2,000,000; Premium Pay \$0; Infrastructure \$1,700,000; Government Services \$3,000,000; and Contingency of \$200,000; and

WHEREAS, due to the administrative burden of tracking and reporting expenditures under the program only those projects or programs with an aggregate value over a three-year period of \$100,000 is considered; and

WHEREAS, only those projects or programs which are "shovel-ready" or set to commence, if funded, upon approval of this Resolution are entertained at this stage to ensure UST requirements of funding obligation no later than December 31, 2024 and fully expended by December 31, 2026; and

WHEREAS, The County Facilities Committee has reviewed the guidance issued by the UST, given consideration to the request from the Buildings & Grounds Department, and supports funding the Courthouse HVAC Upgrades – Phase II under the Government Services category, and

WHEREAS, the current air handling equipment does not allow for air supply to the historic areas of the Courthouse on the second and third floors. The age of the current system is unknown, but has outlived its expected life, was installed poorly to the steel infrastructure, and the copper piping is old and corroded, and

WHEREAS, the Courthouse HVAC Upgrades – Phase II project includes the removal and proper disposal of the existing (12) fan coil air handlers and the installation of (12) new fan coil air handlers, (12) new chiller water control valves, (1) new heating water control valve and new ductwork modifications and piping. The project timeline is contingent on material availability, a request for \$546,720 in CLFRF funds is presently made and detailed in the attached CLFRF Fiscal Impact form, and

WHEREAS, the Administration Committee is in agreement and recommends this project / program be funded using CLFRF funds; and

THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that effective on the 16th Day of May 2023, this project / program be funded using CLFRF funds; and

BE IT FURTHER RESOLVED, by the Oneida County Board of Supervisors that by Adoption of this resolution the project / program will be reevaluated annually as part of the budget process to determine need and available funding for future years.

Vote Required: Majority = 2/3	B Majority =	3/4 Majority =	
The County Board has the legal authorit by the Corporation Counsel,	y to adopt: Yes	No, Date:	as reviewed
Approved for presentation to the County of May, 2023.	Board by the Adminis	stration Committ	ee this 8 th day
Consent Agenda Item:YES	_NO		
Offered and passage moved by:	luss	Supervisor	9g.
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	by the County Board of Supervisors	this this 16" day of May, 2023.
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117	Tracy Hartman, County Clerk	Scott Holewinski, County Board Chair

Resolution: #58-2023

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American Rescue Plan Act (ARPA) for the purpose of the Courthouse HVAC Upgrades – Phase II.	Recovery Fund (CLFRF) allocated to Oneida County through the	Administration Committee to request Coronavirus Local Fiscal	Resolution #58 - 2023: Offered by the Supervisors of the
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Oneida County Administration Committee Relief Funding Fiscal Impact Form

American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund (SLFRF)

	Project Overview	
Project Title	Courthouse HVAC Upgrades - Phase II	
County Department(s)	Buildings & Grounds	
Project Manager(s)	Troy Huber	

Category	Overview
SLFRF Use of Funds Category	GOVERNMENT SERVICE
Select Government Service Sub-Category ->	Pay-go spending for new infrastructure (unrelated to water, broadband)

Please provide a detailed explanation of the project including estimated timeline. If applicable attach bid or proposal to this form.

The Courthouse HVAC Upgrades – Phase II project includes the removal and proper disposal of the existing (12) fan coil air handlers and the installation of (12) new fan coil air handlers, (12) new chiller water control valves, (1) new heating water control valve and new ductwork modifications and piping. The project timeline is contingent on material availability, a request for \$546,720 in CLFRF funds is presently made which includes 20% contingency.

Describe how this project resolves long-term, pressing issue; addresses serious health/public safety risk; has a widespread impact; addresses financial burden on County; and / or has well-defined ancillary benefits.

This project is not mandated. It supports all of the county departments located in the historic area of the courthouse. The air handling equipment does not allow for air supply to the historic areas of the courthouse on the second and third floors. The age of the current system is unknown, but has outlived its expected life, was installed poorly to the steel infrastructure, and the copper piping is old and corroded; it is only a matter of time before the copper and/or fittings become pitted and leak, which would be catastrophic to the historic architecture of the building and would be required to be repaired under the building's historic designation. There are efficiencies that could be gained by the replacement of this equipment; the annual savings is unknown at this time.

Year	SLFRF Funding	Other Funding Source	Total Funding Required	
2022	\$ -	\$ -	\$ *	
2023	\$ 546,720.00	\$ -	\$ 546,720.00	
2024	\$ 4=	\$ ~	\$	
TOTAL	\$ 546,720.00	\$ -	\$ 546,720.00	

Please use this space for additional information or narrative.	

		TO BE COMPLETED BY FINA	NCE, BUDGET TRANSFER INFORMATION	
	Description	Budget Code	Amount	
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March 28, 2023

Troy Huber
Oneida County Buildings and Grounds
PO Box 400, 1 South Oneida Avenue
Rhinelander, WI 54501

Re: Courthouse HVAC Upgrades - Phase II

Proposal #: JAD03282023B

Dear Mr. Huber:

We are pleased to submit our scope of work for the above-referenced project as indicated below. We have reviewed the specifications and plans dated 2/15/2023.

Our scope of work Lump Sum Price for this project is: \$ 455,600.00 (Four Hundred Fifty-Five Thousand Six Hundred Dollars)

Included in our Proposal:

- Remove and properly dispose of the existing (12) Fan coil air handlers located in the attic of the courthouse.
- Provide and install (12) new fan coil air handlers to match the performance of the existing units.
- Provide and install (12) new chilled water control valves.
- Provide and install (1) new heating water control valve.
- Provide and install all duct work modifications to connect the new air handlers to the existing supply and return ductwork.
- Provide and install all materials to connect the new air handlers to the new chilled and hot water mains, and condensate drains.
- Provide new insulation on all new ductwork and piping.
- Isolate the chilled and heating water lines in the attic.
- Remove and properly dispose of the existing chilled and heater water lines in the attic.
- Provide and install approx. (1,100') of new type L copper heating and cooling water piping and fittings using Pro-Press fittings.



- Provide new glycol as needed to refill the system after completion.
- Provide and install new isolation valves as needed.
- Provide the following subcontracted services:
 - o Crane service
 - o Electrical wiring
 - Duct work and piping insulation
 - Control Integration by Automated Logic
- Fill and bleed system as needed.
- Startup of the new system and provide customer training on the operation.

Excluded from our Proposal:

- Premium Labor.
- Tax, if applicable.

Due to market volatility on material pricing this quote is valid for 10 days.

Notice: This proposal, attendant contract and terms is contingent on a lack of impact by the Coronavirus worldwide emergency and other uncontrollable events.

Given the existence of the coronavirus pandemic and supply chain shortages caused by other events outside of Tweet/Garot's control, Tweet/Garot will use its best efforts to staff and supply this project to meet the scheduled completion date. However, in the event that Tweet/Garot or its subcontractors or suppliers are unable to maintain planned crew sizes, or supply materials due to the illness, supply shortages, or governmental restraints on businesses, travel and/or assembly, Tweet/Garot's obligations will be suspended during the illness, supply shortages, or governmental restraints, or an extension on the time for Tweet/Garot to complete its obligations will be provided. Tweet/Garot shall provide reasonable notice of the illness, supply shortages, or governmental restraints to invoke this provision. Tweet/Garot shall also use reasonable commercial efforts to avoid or remove the cause of nonperformance and shall continue performance with reasonable dispatch whenever the cause of nonperformance is removed. To the extent that the project is suspended pursuant to the terms of the subcontract or prime contract, Tweet/Garot intends to seek additional costs associated with the suspension.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month. If payment is made by credit card, a 1.5% processing fee will be charged.



Subcontractor shall issue an invoice to Customer for all amounts and fees due and owing under this Agreement. Customer shall pay all invoiced amounts and fees due to the Subcontractor per agreed upon terms based on Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or electronic transfer. Customer acknowledges and agrees that it is solely responsible for the prompt payment of all amounts and fees due and owing under this Agreement. In no event shall Subcontractor be responsible for lost, misdirected, misallocated, or misplaced Customer funds otherwise intended for the satisfaction of Subcontractor invoice(s) but directed to non-affiliated third parties, including Contractor. Customer acknowledges and agrees it is the sole responsibility of Customer to confirm application and allocation of Customer funds to the correct invoice(s) and agrees to indemnify and hold harmless Subcontractor regarding the same.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Thank you for the opportunity to submit this proposal. Please call (715) 493-3739 or e-mail john.deering@tweetgarot.com with any questions.

TWEET/GAROT MECHANICAL, INC. – Tomahawk
gel and
John Deering
Service Manager Northern WI Accounts
Acceptance of Proposal:
Ву:
P.O. No

Date:

Sincerely,



CONTRACT TERMS AND CONDITIONS

- Asbestos and Hazardous Materials. Unless specified in the scope of services, the disturbance, removal or abatement of asbestos or other hazardous materials is not provided for by the terms and conditions of this Contract and in the event that asbestos or other hazardous material is encountered and/or needs to be disturbed in order to complete this project, it will be treated as "extra Work" under Paragraph 11 of this Contract. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
- 2 Arbitration/Dispute Resolution. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through informal negotiations, either party may escalate the issue to appropriate senior executive management of the parties, with final resolution targeted within fourteen (14) days of such escalation to senior executive management. In all cases, the parties agree to use good faith efforts to achieve resolution in a timely manner. If a resolution cannot be reached during the foregoing dispute resolution process, either party may commence litigation seeking the appropriate remedies and relief. Tweet/Garot and Owner agree that the federal and state courts located in Brown County, Wisconsin shall have exclusive jurisdiction over any and all disputes arising under or out of this Contract, or any document or instrument executed pursuant hereto or in connection herewith; and each further expressly submits to and agrees not to contest any such court's exclusive jurisdiction over such matters.
- Limitation on Damages, TWEET/GAROT MECHANICAL, INC. WILL HAVE NO LIABILITY TO OWNER OR ANY OTHER PERSON FOR LOSS OF PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION IN THIS CONTRACT, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF TWEET/GAROT MECHANICAL, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. IN ADDITION, ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL PRICE OF THE SERVICES PROVIDED BY TWEET/GAROT MECHANICAL, INC.
- 4 Reservation of Rights of Dispute. In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any Work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such Work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such Work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such Work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra Work.
- Intellectual Property Rights. Tweet/Garot Mechanical, Inc. shall retain all rights in its intellectual property, including all rights under any patents, patent applications, as well as any unpatented information, such as trade secrets, confidential information, trademarks, trade dress, or copyrights possessed by Tweet/Garot Mechanical, Inc. which may be protected by state, federal or common law, and nothing in the Scope of Work, Purchase Order or these Contract Terms and Conditions shall be deemed or construed to be a transfer or license of any of Tweet/Garot Mechanical, Inc.'s intellectual property. Owner shall obtain rights to such intellectual property only to the extent that Tweet/Garot Mechanical, Inc. may grant such rights (whether by license or otherwise) in writing.
- 6 Confidentiality. Owner shall not disclose any documentation or information that has been identified by Tweet/Garot Mechanical, Inc. as proprietary or confidential to any person, other than such of Owner's employees and agents who need to know the information contained therein, unless prior written consent is obtained from Tweet/Garot Mechanical, Inc.. Owner shall require such employees and agents to keep confidential such information, and shall indemnify Tweet/Garot Mechanical, Inc. in the event of a breach of this provision by its employees or agents.
- Reproduction of Designs, Drawings, Plans and Specifications. Owner recognizes that substantial effort and costs have been incurred by Tweet/Garot Mechanical, Inc. with respect to the production of the designs, drawings, plans and specifications, and other related conceptual material, (hereinafter collectively referred to as the "Plans and Specifications") prepared by Tweet/Garot Mechanical, Inc. in order to manufacture of the product. Owner acknowledges

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that all or portions of the Plans and Specifications include or represent confidential information of Tweet/Garot Mechanical, Inc. and, in some instances, Trade Secrets as such term is defined in the Wisconsin Uniform Trade Secrets Act, §134.90, Wis. Stats. Owner acknowledges that Owner shall not copy or otherwise duplicate (or allow others to copy or otherwise duplicate) any of the Plans and Specifications without the prior written consent of Tweet/Garot Mechanical, Inc. and, further, Owner shall not deliver or allow access to the Plans and Specifications, or any copies thereof, to any agent or employee of Owner who does not need to know or need to have access to such Plans and Specifications and, further, Owner shall not deliver or allow access to the Plans and Specifications to any third party without Tweet/Garot Mechanical, Inc.'s prior written consent. Unless furnished to Tweet/Garot Mechanical, Inc. by Owner or unless otherwise mutually agreed in writing, all tools, drawings, artwork, designs, plans, specifications or other materials used by Tweet/Garot Mechanical, Inc. to manufacture, provide, maintain or improve the products are and shall remain the property of Tweet/Garot Mechanical, Inc.

- Attorney Fees. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
- 9 Removal of Debris. Upon completion of Work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not be responsible for any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
- 10 Failure to Make Payments. If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments," Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further Work until such time as payment is made. If sald payment is more than ten (10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this Contract and justifiably refuse to complete the balance of this Contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
- 11 Items Not the Responsibility of Tweet/Garot Mechanical, Inc. Unless specifically included in the Scope of Services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
- 12 Excusable Delays. If Tweet/Garot Mechanical, Inc. is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or are out of the reasonable control of Tweet/Garot Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc., a reasonable extension of time. If additional Work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 11.
- 13 Safety and OSHA Requirements. Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the Owner's noncompliance or any noncompliance of Owner's employees, agents, representatives or contractors. Owner shall be responsible to provide to Tweet/Garot Mechanical, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
- 14 Extra Work. Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the Scope of Services. Additional Work not specified in the Contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra Work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may



- proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours, which confirmation shall not be unreasonably refused.
- 15 Protection of Work. To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own Work until completion and acceptance of the Work. To allow Tweet/Garot Mechanical, Inc. to protect the Work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s Work is completed, then the Owner shall be responsible for the protection of the Work, as well as the entire project.
- 16 If Tweet/Garot Mechanical, Inc.'s Work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed Work but will do so only upon being compensated for same. Compensation shall be treated as extra Work and the compensation shall be determined as provided in Paragraph 11.
- 17 Concealed Conditions. In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop Work and call Owner's attention to such concealed conditions in writing. The Contract terms will be equitably adjusted in writing.
- 18 Insurance. Tweet/Garot Mechanical, Inc. will carry worker's compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the Work. The Owner shall obtain and pay for insurance for injury to its own employees and persons not under the control of Tweet/Garot Mechanical, Inc.
- Indemnification. The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner's use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the Contract, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc.
- 20 **Severability.** The terms and conditions of this Contract are severable. The unenforceability, illegality of invalidity or any provision in this Contract will not affect the enforceability, legality or validity of any other provision of this Contract. Each other provision will remain enforceable.
- 21 Entire Agreement. These terms and conditions and the terms set forth in Tweet/Garot, Mechanical, Inc.'s Proposal to Owner are the entire agreement of the parties, supersede any prior agreements relating to the subject matter, and may not be amended or supplemented other than by a written agreement signed by each of the parties. CONFLICTING, DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROPOSED OR RENDERED BY OWNER WILL NOT APPLY AND TWEET/GAROT MECHANICAL, INC. SPECIFICALLY OBJECTS TO SUCH CONFLICTING, DIFFERENT OR ADDITIONAL TERMS.

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Pictures of the existing system.











