

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – HVAC SYSTEM (ANNEX)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to authorize the purchase and installation of a 10-ton Lennox HVAC system for the Annex from The Waldinger Corporation, La Vista, Nebraska in an amount not to exceed \$23,000.

FISCAL IMPACT

The FY23/FY24 Biennial budget provides funding for the proposed purchase & installation.

RECOMMENDATION

Approval.

BACKGROUND

The current HVAC system at the Annex has reached the end of its useful life. Numerous repairs by staff and contractors have been performed over the last couple years. We have reached the point where replacement makes more sense due to upkeep costs.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF A HVAC SYSTEM FOR THE ANNEX FROM THE WALDINGER CORPORATION, LA VISTA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$23,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a HVAC system is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase and installation; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase and installation of a HVAC System for the Annex from Waldinger Corporation, La Vista, Nebraska in an amount not to exceed \$23,000.00.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

PROPOSAL

Customer: La Vista (NE), City of (290923)
Fire Station #4 (8110)
8110 Park View Boulevard
La Vista, NE 68128-2132

Date: 1/21/2024
Quote #: 401654.1

Customer PO:
Work Order:

Project: Replace RTU - Fire Station #4

Is Equipment Running: Yes
Condition of Equipment: Recommend Replacement

We propose to furnish the materials and/or perform the work described below:

Replace 10-ton RTU - Fire Station #4
Furnish and install new Lennox RTU to replace existing Lennox RTU.
Includes the following:
> Disconnect gas piping, electrical and duct work.
> Remove RTU from the roof.
> Set new RTU on existing steel beams on roof.
> Install economizer.
> Reconnect duct work and waterproof duct connections at rooftop unit.
> Reconnect gas piping and electrical.
> Start rooftop unit to verify proper operation.
> Rooftop unit availability is April 2024.

We have included the following:

- All labor during regular business hours
- Final adjustment and calibration of equipment

We have not included:

- All work not specifically stated in this proposal
- Next day or Express shipping is not included

All for the sum of: twenty-two thousand four hundred twenty-six dollars
\$22,426.00

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:
Fire Station #4

Respectfully Submitted:
The Waldinger Corporation

Signature

Date

Signature

1/21/2024

Date

Printed Name

Roger Cheros
Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or 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.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, 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 The Waldinger Corporation.



Eyman Plumbing Heating & Air
8506 S 117th Street
LaVista, NE 68128
(402) 731-2727

Estimate 100069202
Job 94741942
Estimate Date 1/31/2024
Customer PO

Billing Address
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128 USA

Job Address
Firehouse No. 4
8110 Park View Boulevard
La Vista, NE 68128 USA

Estimate Details

Replace Lennox RTU; We will take down existing rail mounted Lennox RTU and properly dispose of it, use Lift All Crane Service to set new Lennox exact replacement RTU directly on existing steel I-beams and re-connect to all existing horizontal ducting and utilities, have licensed electrician re-connect hi-voltage, apply for all necessary permits.

Task #	Description	Quantity	Your Price	Your Total
Subcontractor Sell	Lift All Crane Service	1.00	\$993.75	\$993.75
HVAC Sales - Mid Level Elec Serv	HVAC Sales -Mid Level Electric Service	1.00	\$575.00	\$575.00
HVAC - Res Furnace Install Kit	HVAC - Commercial Furnace Install Kit - miscellaneous materials (package unit)	1.00	\$300.00	\$300.00
NE Service Labor - Reg Rate	NE Service Labor - Reg Rate	32.00	\$103.00	\$3,296.00
Permits Sell	La Vista mechanical plus MUD gas permit	1.00	\$264.19	\$264.19
Equipment - Non Stock	Lennox modelLGT20H4E exact replacement Roof Top Unit package gas/electric	1.00	\$29,833.33	\$29,833.33
Sub-Total				\$35,262.27
Tax				\$0.00
Total				\$35,262.27

Thank you for choosing Eyman Plumbing Heating & Air
www.trusteyman.com

Eyman Plumbing, Heating & Air, Inc. hereby proposes to furnish material and labor in accordance with above specifications, subject to any attached terms and conditions.

All material is guaranteed to be as specified. Work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from the above specifications, involving extra costs, will be executed only upon written authorization and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Where appropriate, Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Eyman Plumbing Heating & Air accepts all forms of payment. A surcharge of 3% will be assessed for a Credit Card Payment exceeding \$500. No surcharge for Electronic Check. You may pay by phone by calling 402-718-9378 and a pay specialist will assist you. A bank service fee will be charged for any returned check.



Helm Mechanical
10901 "I" Street
Omaha, NE 68137
402-331-8420
www.helmgroup.com

2/6/2024

Quote#OD-24-027

City of La Vista
Papillion Fire Station 4
8110 Park View Blvd.
La Vista, Nebraska 68128

ATTN: Cody Meyer

Helm Mechanical would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Mechanical for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Our scope is as follows:

- Replace the Existing RTU with a 10-ton Lennox RTU with 3 stage cooling/ 2 stage gas heat/ enthalpy economizer with barometric relief.
- Lead time 10-12 weeks.
- Crane, Electrical, Sheet Metal, and Gas Piping provided by Helm.

☐ ► Total Proposed Project Price.....\$31,992.00
(Thirty-One Thousand Nine Hundred Ninety-Two Dollars and 00/100)

Clarifications:

- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- No returns added.
- Proposal is valid for 30 days.

Exclusions:

- Painting
- Temporary HVAC equipment or rental equipment.
- Payment and performance bonds.

Thank you again for your consideration of our proposal. Please do not hesitate to contact me direct should you have any additional questions or comments.

Respectfully,

Travis Carpenter

Travis Carpenter
Strategic Account Manager | Helm Group
Fax: 402-331-9268
Cell: 402-238-6454
tcarpenter@helmgroup.com

Authorized Signature

Date

of Approval



"Your MSCA Star Certified Contractor"

Our MSCA STAR Qualified Contractor designation gives you peace of mind by guaranteeing the job will be done efficiently, safely and professionally.

PROJECT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS, WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF MECHANICAL INC.'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Mechanical Inc. until the customer has paid the total price in full, and if the customer should fail to make any payment to Mechanical Inc. as the same becomes due or the customer fails to perform any other obligation under this contract, Mechanical Inc. may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Mechanical Inc. warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Mechanical Inc. warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Mechanical Inc. has good title thereto. Mechanical Inc. does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Mechanical Inc.'s suppliers or the manufacturers of the materials and equipment. Mechanical Inc. will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL MECHANICAL INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Mechanical Inc. and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Mechanical Inc. as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Mechanical Inc. a Certificate of Insurance providing General Comprehensive and Independent Contractors Liability with minimum limits of 500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Mechanical Inc. will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Mechanical Inc. will make delivery and/or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by: owner's vendors or contractors; owner-provided rental equipment or job-specific equipment ordered and supplied by the owner; unavailability or discontinuation of machinery, equipment, materials or parts; work stoppage(s) due to unforeseen site issue, safety concerns or training requirements (unknown at time of agreement); owner or third party re-engineering or re-design; shipper's delays or delays with owner-coordinated deliveries; strikes; lockouts; restrictions imposed by civil or military authority; delays or restrictions due to an authority having jurisdiction; priority regulation of some governmental body; Insurrection or riot; or any other cause beyond Mechanical Inc.'s control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. Should any of these delays occur, additional costs may be applied. If Mechanical Inc. is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Mechanical Inc. shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Mechanical Inc. ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance but Mechanical Inc.'s liability shall be limited to what it reasonably costs the customer to obtain completion of Mechanical Inc.'s obligations under this contract. If Mechanical Inc. fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Mechanical Inc. ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Mechanical Inc. or if the Project should be stopped for a period of thirty (30) days by Mechanical Inc. for the customer's failure to make payment thereon as provided in Paragraph 1, then Mechanical Inc. may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Mechanical Inc. in operation until the customer has approved and accepted same and paid Mechanical Inc. the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Mechanical Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Mechanical Inc.

Initials _____

Date _____

* Please Return Initialed Document With Proposal To Mechanical Incorporated