

RESOLUTION NO. R-15-41

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE WALDINGER CORPORATION IN THE TOTAL AMOUNT NOT TO EXCEED \$38,950.00 FOR EMERGENCY REPAIRS TO THE HVAC UNITS SERVICING THE NATATORIUM PORTION OF THE GLADSTONE COMMUNITY CENTER.

WHEREAS, two proposals were received for the emergency repairs, and the proposal of The Waldinger Corporation in the amount of \$38,950 has been determined by the Director of Parks and Recreation to be the lowest and best proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with The Waldinger Corporation for work as outlined in the proposal for a total amount not to exceed \$38,950.

FURTHER, THOSE funds for such purpose are authorized through the 2015 Community Center Park Sales Tax Fund Budget.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22nd DAY OF JUNE 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

Memo

To: Kirk L. Davis, City Manager
From: Justin Merkey, Interim Director of Parks and Recreation
Cc: Debra Daily, Director of Finance
Date: 6/11/2015
Re: Emergency HVAC Repairs



The HVAC unit (Dectron #4) is completely out of service. The community center is hosting Kansas City Corporate Challenge the week of June 22nd and this repair is a necessity to pull off that event. Three companies were solicited to provide bids with two submitting and one refusing due to timeframes of the projects.

Waldinger Corporation
1800 Levee Road
North Kansas City, MO 64116
Contact: Stacy Stout
816-421-7699
\$38,950

MMC, Contractors
13800 Wyandotte Street
Kansas City, MO 64145
Contact: Mike Tucker
816-333-8484
\$44,905

U.S. Engineering Company
3433 Roanoke Rd.
Kansas City, MO
Contact: Karen Clark
816-753-6969
No Bid Submitted Due to Scope/Time Frame

As of July 1st, we will be under contract with the Waldinger Corporation for preventative maintenance services of the community center. Thus, I recommend they commence work on the community center immediately as this is an emergency repair that needs to occur prior to the week of June 22nd.



THE WALDINGER CORPORATION

1800 LEVEE ROAD / SUITE 100 / NORTH KANSAS CITY, MISSOURI 64116 / PHONE 816-421-7699 / FAX 816-421-4277

PROPOSAL

To: Gladstone Community Center
6901 N. Holmes Street
Gladstone, MO 64118

Date: 5/18/2015

Attention: Mark Mejia

Project: Dectron RTU #4 Repairs

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

Dectron RTU #4 has a grounded compressor on circuit #2. Circuit #1 has a refrigerant leak and is currently very low on refrigerant. The power issue affecting the fuses to the #2 compressor and the VFD supply fan is undetermined at this time; it will require replacing the blown fuses to power up the unit for additional testing before we can determine what repairs are required for circuit #1. This power issue could also be affecting several other components as well, including the compressor on circuit #1. This quote includes the following...

- Replace compressor #2 with new unloader, filter driers, fuses, spring kit, crankcase heater and new R-22 refrigerant charge per the nameplate information for circuit #2.
- Replace blown fuses to the #1 compressor and VFD drive. Evacuate the remaining charge in circuit #1, leak check to locate the leak (minor repairs will be made to repair the leak as needed). If additional repairs are required and the leak repairs are found to be extensive, it will require an additional quote to make those repairs.
- Circuit #1 will be recharged with new R-22 refrigerant per the nameplate information on the equipment.

We have included the following:

All labor during regular business hours (7am – 4pm).

We have not included:

Any work outside of the above scope of work including repairs to compressor #1, the VFD or supply fan or any other components that have been effected by the power surge.

State or Local taxes, if applicable.

All for the sum of: Thirty Eight Thousand Nine Hundred Fifty Dollars. (\$38,950.00)

This Proposal is subject to the terms and conditions as shown on attached page.

6-11-15 Handwritten signature and date.

THE WALDINGER CORPORATION

PURCHASER'S ACCEPTANCE:


Signature

Kirk L. Davis

Printed Name

6-11-15

Date

Respectfully Submitted,

THE WALDINGER CORPORATION


Signature

Stacy Stout

Printed Name

6/11/2015

Date



THE WALDINGER CORPORATION

1800 LEVEE ROAD / SUITE 100 / NORTH KANSAS CITY, MISSOURI 64116 / PHONE 816-421-7699 / FAX 816-421-4277

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 (TWC) 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 TWC unless accepted by TWC in writing.

Unless it is specifically noted otherwise, TWC'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

TWC 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 TWC 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 TWC for any and all reasonable attorney's fees or other costs which are incurred by TWC in the collection of the amounts due and payable hereunder.

3 WARRANTY

TWC warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 days after the performance thereof to be defective. TWC warrants materials and parts purchased by TWC from others only to the extent the same are warranted by the suppliers thereof.

4 TAXES

The price stated in this Proposal does not include sales, use, excise or other similar taxes unless specifically noted otherwise. Purchaser shall pay any and all such taxes as required by federal, state or local law.

5 COMPLIANCE WITH LAWS

TWC 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

TWC 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 TWC. Notwithstanding the foregoing, in no event shall TWC 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 TWC's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

TWC shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond TWC'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 TWC.



June 10, 2015

Mark Mejia
City of Gladstone

Re: Community Center

The Dectron unit no. 4 has a grounded compressor on circuit no. 2. In addition the circuit no. 1 has a refrigerant leak and is very low on refrigerant. The power issue that hit this unit also had blown the fuses three 150 amp fuses on the no. 2 compressor, fuses to the vfd for the supply fan. It is unknown if there are other issues that have been effected until we can replace fuses and power up the unit. There could be issues with the main control panel, VFD drive, and it is unknown if compressor 1 has been effected as well. The proposal below is for basic starting point repairs.

- Replace the no. 2 compressor. New compressor with unloaders. Replace the refrigerant charge on this circuit. Install acid away in this circuit.
- Replace the no. 2 compressor contactor.
- Rigging to remove the old compressor and sit new compressor with crane.
- Replace the blown fuses to no. 1 compressor and VFD drive.
- Remove little remaining refrigerant from the no. 1 circuit. Leak check this check to determine leak source. If this leak is minor repair (i.e no parts needed or other issues) we will fix. But if major leak or labor issue repair that will be extra. We will give you quote for that if that would be the case.
- Recharge circuit with refrigerant after leak is found and repaired.

Price for above scope of work \$44,905

Not Included: Any compressor 1 repairs if any issues, any VFD repairs or supply fan motor repairs. Also any other components that could have been effected by this power surge (control panels, electrical parts, condenser motors, etc.)

Lead time on new compressor is around 1-2 weeks.

CIRCUIT NO. 1 ONLY

Per our conversation this morning you were wanting to possibly look at circuit no. 1 only. We would have the same leak search and finding leak(s) for this circuit. We do not know if the fuses for this compressor are blown or not. We would to replace fuses for the VFD input to have the blower operational provided no damage was done to the VFD drive.

- Remove the remaining refrigerant from circuit 1, leak check this circuit. Determine what repairs are needed for the leak(s). This repair is extra depending if repair is minor or not. Same as above
- Recharge this circuit with refrigerant after leaks would be fixed.
- Determine if fuses are blown on compressor 1 and determine if compressor is grounded or not.
- Replace fuses to the VFD drive.
- Sit the recovery bottles and new refrigerant on roof with crane.

Price for this scope of work \$12,110

Not Included: No repairs to compressor no. 1 or replacement. Any compressor fuses if needed, any other electrical components (control panel, vfd drive, etc.)

Sincerely,

MMC Contractors-Service Group

Mike Tucker

Mike Tucker
Service Manager/Sales Engineer
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www.mmcontractors.com