

RESOLUTION #2019-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO PROCESS THE NECESSARY EXPENDITURES TO THE MURPHY COMPANY MECHANICAL CONTRACTOR AND ENGINEER FOR NEEDED WORK ON THE HVAC SYSTEMS LOCATED WITHIN WILDWOOD CITY HALL. (Ward Eight)

WHEREAS, the Murphy Company Mechanical Contractor and Engineer, during its normal inspection and maintenance tasks relating to the HVAC system located within City Hall, noticed a few items that were in need of repair or replacement, which left unattended would lead to potential major malfunctions in the equipment; and

WHEREAS, once identified, the company was requested to provide estimates for the repairs, which was completed and provided to City personnel; and

WHEREAS, these estimates appear to be reasonable for the extent of the problems and needed repairs, but total over ten thousand dollars (\$10,000.00) in cost; and

WHEREAS, the Departments of Administration, Planning, and Public Works would like to proceed with the repairs, which requires the permission of the City Council to allow the Mayor to authorize the expenditure in the amount of \$12,530.00; and

WHEREAS, the cost of this installation effort has been addressed, as part of the City's Operating Budget (10-220 – Maintenance – Building).

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to process the necessary allowances for the expenditure of certain allocated funds for the identified repairs and replacements, all in accordance with the attached bids, identified as Exhibit A, for the purposes of this Resolution.

Section Two. This Resolution is approved and authorized on a not-to-exceed basis of twelve thousand five hundred thirty dollars (\$12,530.00), as set forth in the attached proposals, again identified as Exhibit A.

Section Three. Said Resolution shall be effective and in full force from the date of its passage.

Passed and approved this 14th day of January 2019.

The Honorable James R. Bowlin, MAYOR

ATTEST:

Amanda Foster, City Clerk



1233 North Price Road
St. Louis, MO 63132-2396
314-997-5018
Fax 314-692-1100

Exhibit A

January 3, 2019

Mr. Ryan Thomas
City of Wildwood
16860 Main St
Wildwood, MO 63040

Project: Air Handler Repairs

Dear Mr. Thomas:

We propose to furnish all labor and material necessary to provide the following at your facility:

- AHU 1 Remove old blower motor
- Install motor
- Start up, test
- Work to be performed during normal business hours
Cost \$5,450.00

- AHU2 replace blower assembly brackets and mounts
Cost \$ TBD

- AHU4 repair water leak at Tee fitting
- Includes draing system and refilling
Cost \$2,760.00

Qualifications:

- Overtime is excluded
- Pricing valid for thirty (30) days

Please see the reverse side of the proposal for "General Terms and Conditions".

We appreciate the opportunity to be of service. If you have any questions, please call me at (314) 692-1114.

Sincerely,

Accepted: _____

Title: _____

Eric Gottschlich

Date: _____



Exhibit A

General Terms and Conditions

1. This proposal is in effect for a period of thirty days; unless otherwise noted.
2. Acceptance of this proposal shall in no way bind Murphy Company to make corrections, replacements, or repairs necessitated by Purchaser's improper operation or misuse of the equipment or systems, or by faulty design of the equipment or systems.
3. All work is to be completed during normal working hours, 7:00 a.m.-3:30 P.M., Monday through Friday, excluding holidays; unless otherwise noted.
4. Murphy Company's liability for injury to persons or damage to property shall be limited to the extent such injury or damage is caused by its direct negligence. Murphy Company shall not be liable for any damage or loss to Purchaser resulting from business interruptions, inconvenience, loss of profits or special, indirect or consequential damages. However, nothing contained in this paragraph shall be deemed to release Murphy Company from the performance of its services and obligations under this agreement.
5. Murphy Company's scope of work does not include identification, removal, handling, installation, or treatment of any toxic or hazardous materials or substances including, but not limited to, asbestos and PCBs. Should any such materials or substances be within or near the areas of the work, the Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such material or substances be encountered in the performance of work, Murphy Company may suspend work until others employed by the Owner or General Contractor remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall issue a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed equitable extension of contact performance time. The Owner or General Contractor shall indemnify Murphy Company from any damage that results from the presence of any toxic or hazardous materials or substances.
6. This proposal will become a contract between Murphy Company and Purchaser if acceptable by Purchaser and thereafter approved in writing by an authorized Murphy Company representative.
7. Murphy Company shall not be liable for damages in the event of delivery or installation delays, which are due to causes beyond the control of Murphy Company.
8. During installation, Murphy Company will take all reasonable precautions to protect persons and property. Purchaser is responsible for property, casualty, and general liability insurance on its property.
9. Title to any equipment installed in connection with this project remains with Murphy Company until all payments have been received. Payment terms are net 30 days and a service charge of 1.5% per month on all past due accounts.
10. Murphy Company agrees to replace any workmanship, which is determined to be defective within thirty days of substantial completion of the project. Murphy Company will also warrant parts and materials only to the extent of the manufacturer's warranty.



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St. Louis, MO 63132-2396
314-997-5018
Fax 314-692-1100

Exhibit A

January 3, 2019

Mr. Ryan Thomas
City of Wildwood
16860 Main St
Wildwood, MO 63040

Project: Air Handler Repairs AHU 2

Dear Mr. Thomas:

We propose to furnish all labor and material necessary to provide the following at your facility:

- AHU 2 replace motor mounting brackets and motor base
- Remove blower motor
- Install new steel plate and motor base
- Reinstall same blower motor
- Work to be performed during normal business hours
Cost \$4,320.00

Qualifications:

- Overtime is excluded
- Pricing valid for thirty (30) days

Please see the reverse side of the proposal for "General Terms and Conditions".

We appreciate the opportunity to be of service. If you have any questions, please call me at (314) 692-1114.

Sincerely,

Eric Gottschlich

Accepted: _____

Title: _____

Date: _____