



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 16, 2021



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Elaine Bo, Recreation Director
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4 – Oakland County Purchasing Cooperative –
Community Center Tankless Hot Water System

History

- The domestic hot water boilers, tanks and circulation pumps at Community Center were installed in 2002.
- Replacement of these units was identified in the Facilities Condition Assessment and Analysis as preventative maintenance.
- The replacements were planned and budgeted in FY21.
- The recommended replacement is a tankless hot water system to replace (2) existing Raypak domestic hot water boilers.
- The tankless hot water system is projected to use 30%-40% less energy than its equivalent in a boiler/storage tank application.

Purchasing

- Pricing for the Tankless Hot Water System per proposal KB020421C including all labor, materials and equipment has been secured from *Limbach Inc. of Pontiac, MI* through the Oakland County Cooperative Contract #005013.
- City Council authorized participation in the Cooperative Purchasing Programs on November 9, 2020 (Resolution #2020-11-165-J-8).

Financial

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2021C0058 for the 2021 fiscal year. Expenditures will be charged to account number 401.752.755.7978.045.

Recommendation

City management recommends awarding a contract to *Limbach Inc. of Pontiac, MI* for the installation of a tankless hot water system at the Troy Community Center for an estimated total of \$126,700 with a 10% contingency for a not to exceed amount of \$139,400, as detailed in the attached proposal and as per the Oakland County Purchasing Cooperative Contract #005013.

City of Troy - Community Center
3179 Livernois Road,
Troy, MI 48083

February 12, 2021

Project: (1) Domestic Boiler Replacement - Budget

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on the following scope of work:

Provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing units from power, gas and water.
- Disconnect the existing boilers from the existing connections.
- Remove the existing venting for each boiler.
- Remove the existing (2) raypak boilers and install (1) Intellihot domestic water heater.
 - Provides 32.1 GPM at 90 degree fahrenheit rise
- Provide and install the new venting through the roof for the unit.
 - Roofing to be performed by a subcontractor.
- Field fabricate piping to match the existing connections to the new boiler.
- Field fabricate gas piping to match the existing to the new boiler.
- Reconnect the existing electrical to the new boiler.
- Route the condensate drain to the nearest floor drain.
- Return water to the system and check for leaks.
- Return system to operation and verify operation of unit.
- Dispose of all failed components.

Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations
- **Insulation**
- **Roofing**

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This pricing is per Oakland County Contract 005013**



Exclusions: (Other than stated in the above scope of work)

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit fees – available upon request
5. Diagnostic Service Call
6. **Electrical Upgrades**
7. **Engineered Drawings**

Total Investment for the above scope of work -Budget \$126,700.00



Limbach has partnered with a strategic third-party financing firm to better support our customers needs and mechanical goals. You now have the option of utilizing this financing vehicle to implement the correct solution while maintaining your cash reserves. If you select to use this option, Limbach receives nothing except the privilege of executing the stated work. [Click here or scan the QR code](#) to see if financing is an option for you.



This proposal is valid for 30 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.



Respectfully submitted,

Kyle Bradley
Associate Service Sales Representative
(248) 866-2379
kyle.bradley@limbachinc.com

Approved by:

Signature

Date

Print Name

PROJECT AGREEMENT TERMS AND CONDITIONS

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The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the



Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer will promptly pay 50% of the proposal at the time of execution with the remaining balance due at project completion. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS

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10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an 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 Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -