

RESOLUTION NO. 45-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, RATIFYING THE EXPENDITURE OF \$59,066.00 WITHOUT COMPETITIVE BIDDING FOR EMERGENCY CONTRACT TO INSTALL A 70-TON CHILLER AT CITY HALL AND AUTHORIZING PAYMENT TO BERGER ENGINEERING COMPANY FOR SUCH CONTRACT; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, due to unforeseen damage the existing chiller at City Hall failed to provide reliable climate control to the employees and citizens of the City of Mesquite during the hot summer months; and

WHEREAS, such condition requires an immediate expenditure of funds without having competitively bid the installation of the 70-ton chiller in order to protect and preserve the property of the City of Mesquite; and

WHEREAS, such procurement is authorized without competitive bidding by Texas Local Government Code § 252.022(a)(3).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the expenditure of \$59,066.00, without bidding, for the installation of the 70-ton chiller at City Hall is hereby ratified and payment of funds to Berger Engineering Company for such contract set forth in Exhibit "A" is hereby authorized.

SECTION 2. That the City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this resolution.

SECTION 3. That this resolution shall take effect immediately from and after its passage.

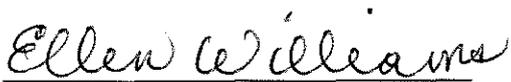
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of September, 2002.



Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B. J. Smith
City Attorney

CONTRACT FOR THE INSTALLATION OF A NEW 70 TON AIR COOLED CHILLER AT CITY HALL

THIS AGREEMENT is made and entered into this Seventh day of August, 2002 by and between the **CITY OF MESQUITE, TEXAS**, of the County of Dallas and State of Texas, acting through Ted Barron its City Manager, thereunto duly authorized to act on behalf of the City and **Berger Engineering Company**, of the City of Dallas, of the County of Dallas and State of Texas, acting through, Mike Neill its Vice President, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

I. Description of Work

The CONTRACTOR shall perform all of the work as specified in the contract documents generally described as:

Installation of a Carrier 70-Ton Chiller, 150 gallon Storage Tank and required electrical wiring and chill water piping located at City Hall Building, 711 N. Galloway

Work is to be performed as specifically outlined in Berger Engineering Company proposal letter dated August 6, 2002, submitted to the City of Mesquite for their acknowledgement of the mutually agreed upon scope of work, such work to include the following:

INCLUSIONS:

- Provide and install 70-ton Carrier Chiller Model #30GTN070-5.
- Provide and install 150-gallon chilled water storage tank and insulation.
- Provide and install all necessary chilled water piping between chiller, tank and existing pump.
- Provide and install (2) Isolation Valves to allow the operation of existing standby Alturdyne unit.
- Provide and install heat tracing as necessary on all exterior piping and tank.
- Provide startup and test at completion.
- Provide Hail Guards for chiller.
- Provide required electrical 3 phase 208 volt circuit and wiring for chiller and 120 volt circuits and wiring for heat tape and chiller controls.
- Insulation and aluminum cover guards for all chill water piping.
- Premium cost for guaranteed 48-hour delivery of Carrier Chiller.
- Provide an Extended 4-year warranty on compressors.
- Provide Surety Bonds:
 1. Payment Bond
 2. Performance Bond

EXCLUSIONS:

- Removal of existing storage building.
- Forming and pouring of new concrete foundation for chiller and tank.
- EMS wiring or connection.
- State of Texas material and labor taxes.
- Permit Fees.
- Painting.
- Premium Labor Expense.
- Demolition of existing equipment.
- Repair of existing Alturdyne and related equipment.

All work shall be performed at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, bonds, insurance and other accessories and services necessary to complete the work, in accordance with the contract documents.

II. Contract Documents

The Contract documents shall consist of the City of Mesquite, General Provisions and Berger Engineering Company's proposal dated August 6, 2002, submitted to the City of Mesquite for their acknowledgement of the mutually agreed upon scope of work.

III. Time of Commencement, Completion and Liquidated Damages

The work to be performed under this contract shall be commenced by CONTRACTOR upon final execution of this contract and notice from CITY to proceed. All work to be performed under this contract shall be substantially completed within 14 days of the date of commencement of the work, subject to extensions of time provided in accordance with the contract documents.

Time is of the essence in this contract and it is understood by CONTRACTOR and CITY that actual damages caused by the failure of CONTRACTOR to complete the work within the stated time are impractical or extremely difficult to fix or ascertain, and that per diem deduction from the contract price shall be retained by the CITY as payment by CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained as set fourth in the contract documents.

IV. Contract Price

CITY shall pay the CONTRACTOR for the performance of the work, subject to additions and deductions by change order or as otherwise provided in the provisions of the contract, in current funds the contract sum of Fifty Nine Thousand, Sixty Six dollars and No/100 (\$59,066.00).

IN WITNESS WHEREOF, the CITY AND CONTRACTOR have executed this Agreement in the year and day first above written.

CITY OF MESQUITE
(CITY)

By: *Ted Barr*

Ted Barr, City Manager

CONTRACTOR

By: Mike Neill

Signature: *Mike Neill*

Printed name: MIKE NEILL

Printed title: VICE PRESIDENT

ATTEST:

By: *Ellen Williams*

Ellen Williams, City Secretary

Acknowledgment

State of Texas, County of Dallas: Before me the
Undersigned authority on this day personally appeared
Mike Neill known to be the person whose
name is subscribed to the foregoing document and known to
me to be the (title) of Vice President
Berger Engineering Company
(company name)

and acknowledged to me that (s)he executed said document
with full authority to do so and for the purposes and
consideration expressed therein. Given under my hand and
seal of office the 7th day of August, 2002.

APPROVED AS TO FORM:

Kelli Smith

City Attorney (Assistant)

Kelli Smith

Notary public in and for the
State of Texas

