



Notice of Public Meeting

AGENDA

Committee: Finance Committee
Date: Wednesday, September 28, 2022
Time: 8:30 a.m.
Location: 3rd Floor County Board Room
Remote Meeting Access: [Click here to join the meeting](#)

The meeting is open to the public, but portions of the meeting may be closed if this notice indicates that the committee may convene in closed session. The following matters may be considered and acted upon at the meeting, but deviations from the order shown may occur:

1. Call to Order
2. Roll Call of Members
3. Public Comment Regarding Posted Agenda Items
4. Review/Discussion/Action ~ Replacement Quote for VFD and Motor on AHU Return Fan
5. Review/Discussion/Action ~ Health Insurance Incentive
6. Review/Discussion/Action~ 2023 Proposed Budget
7. Chairperson's Report
8. Administrative Coordinator Report
9. Public Comment Unrelated to Agenda Items
10. Review/Discussion/Action ~ Next Date and Time
11. Adjournment.

Date: September 23, 2022

Dennis Bork, Chair

By: Roxann M. Halverson, County Clerk

Board Members: If unable to attend, please contact the Chair. If the Chair is unavailable, please contact the County Clerk's Office at 608-685-6209. If the Chair and the County Clerk are not available, please call the Administrative Coordinator at 608-685-6234.

Persons with Disabilities: Buffalo County shall attempt to provide reasonable accommodations to the public for access to its public meetings, provided reasonable notice of special need is given. If you require special accommodations to attend this meeting, please contact the County Clerk's Office at 608-685-6209.

Public Access to the Courthouse: The South Entrance will be the only access to the building after 4:30 p.m.

Persons who are members of another governmental body, but who are not members of this committee, may attend this meeting. Their attendance could result in a quorum of another governmental body being present. Such a quorum is unintended, and they are not meeting to exercise the authority, duties, or responsibilities of any other governmental body.



Heating & Air, LLC
(608) 484-1997

HVAC Estimate

July 27, 2022

Buffalo County Court House

Alma WI

Savage Heating & Air LLC proposes the following: To install new VFD and motor on AHU 2 return fan. Tie fan into control system

- Provide and Install new VFD
- Provide and install new 3 HP motor
- Provide and install new static pressure sensor to regulate fan speed
- Wire controls to new VFD and static sensor
- Excluding any new high voltage wiring or conduit
- Manufacturer's warranty and start

Estimate \$2,800

Thank you for the consideration of this bid. If you have any questions or revisions, please feel free to contact me at any time (608)-484-1997.

If excepted please sign below

Jared Burt

Savage Heating & Air LLC



Winona Office
374 East Second St.
Winona, MN 55987
507.452.2064
www.whvr.com

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1712 Third Ave. SE
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August 4, 2022

Buffalo County Courthouse, Alma WI.

Attn: Chris Woda

Re: Provide and Install VFD for 2nd floor multi-zone unit

WHV Inc. proposes to provide and install (1) 3hp VFD located on the 2nd floor. Included will be the following:

- Provide and install (1) VFD.
 - ABB 3hp VFD
 - Vertical bypass
 - Disconnect
 - 208-230V/10.6A
- Include low voltage Electrical
 - High voltage electrical will need to be provided by BCCH
- start-up
 - WHV is certified by ABB to do startup on these drives
- manufacturer's warranty
- 2-3 day lead time (current lead time as this unit is currently in stock but if that changes lead time would be January 2023)

Exclude all high voltage electrical, structural design, and structural framing Customer would be responsible for running high voltage to the VFD.

Proposal to provide & install (1) VFD: **\$3,700.00**

Add 1 to rebalance the AHU & the rooms on the 2nd that this unit serves: **\$1,900.00**

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National Environmental Balancing Bureau | National Roofing Contractors Association | Midwest Roofing Contractors Association

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Jared Literski

Jared Literski

Email: jliterski@whvr.com

Cell (507) 459-6419

HVAC Service & Automation Sales Associate

WHV Inc. – Since 1902

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions.

- 1. SCOPE OF WORK.** The proposal is based upon the use of straight time labor only, unless stated otherwise. Unless specifically noted in the statement of the scope of work or services undertaken by Winona Heating & Ventilating Company, Inc. (“WHV”) under this agreement, WHV’s obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, including but not limited to, asbestos, mold or PCB’s, discovered in or on the premises (“Hazards”). Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by WHV shall not operate to compel WHV to perform any work relating to Hazards without WHV’s express written consent. Purchaser acknowledges that work performed or products installed by WHV have the potential to cause or contribute, through the introduction of moisture or in other ways, to the introduction, proliferation or spread of mold and similar organisms in or about the Purchaser’s property and Purchaser expressly assumes all such risk, known or unknown, and releases and indemnifies WHV from any and all responsibility and damages arising from such risk.
- 2. INVOICING & PAYMENTS.** WHV may invoice Purchaser monthly or at other intervals for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. If there is an increase in the actual cost of the labor or materials charged to WHV in excess of three percent (3%) subsequent to making this Agreement, the price set forth in WHV’s proposal shall be increased on a dollar-for-dollar basis without the need for a written change order or amendment to the contract to reflect the price increase and the additional direct cost to WHV. WHV will submit to Purchaser written documentation of the increased charges incurred by WHV upon request. As an additional remedy, if the additional cost of any item increases by more than ten percent (10%) subsequent to the making of this Agreement, WHV, at its sole discretion, may terminate the contract for convenience. Invoices are due upon receipt. Partial lien waivers will be furnished upon request, as the work progresses, to the extent payments are received by WHV. If any WHV invoice is not paid by purchaser within 30 days after the day it is issued, the invoice is delinquent. Purchaser agrees to pay WHV finance charges of 1 ½% per month on all delinquent invoices computed from the date of the invoice. Purchaser agrees to pay all costs of collection incurred by WHV regarding any delinquent invoice, including reasonable attorney’s fees and court costs.
- 3. ACCEPTANCE BY PURCHASER.** Purchaser and WHV may review progress of the project to determine: a) the date of beneficial use of WHV’s work (“Beneficial Use”); and b) Purchaser’s acceptance of completed project. In the event WHV and Purchaser are unable to mutually agree upon said dates, final determination will be made by WHV at WHV’s sole and complete discretion.
- 4. LIMITED WARRANTY/EXCLUSION OF WARRANTIES.** WHV warrants that installations performed by WHV and products manufactured by WHV will meet or exceed industry standards, as determined by WHV in its sole and complete discretion. The warranty period will begin when there is Beneficial Use of all or part of the work performed by WHV and will continue for a period of one (1) year. WHV does not warrant products that are not manufactured by WHV. For products manufactured by others, the manufacturer’s warranty is the sole warranty. Service call labor performed by WHV is warranted for 30 days. All transportation charges incurred by WHV in connection with responding to service calls or problems with equipment not installed by WHV shall be the responsibility of, and be paid by, Purchaser. This warranty does not extend to any product which has been repaired by others, abused, altered, misused, or which has not been properly and reasonably maintained. WHV

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shall have no obligation under this Limited Warranty unless and until WHV is paid in full for all services and charges associated with the provided product or service.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIABILITY.** WHV shall not be liable for any ordinary negligence or consequential damages arising in any manner from the equipment or material furnished or the work performed by WHV pursuant to this agreement and Purchaser expressly assumes all such liability.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless stated otherwise, and unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by WHV or, alternatively, shall provide WHV with acceptable tax exemption certificates, if appropriate. WHV shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** WHV shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond WHV's control, including, but not limited to, acts of God, fire, riots, war, terrorists, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of WHV or other parties.

8. **INSURANCE.** Insurance coverage in excess of WHV's standard limits may be furnished by WHV, in its discretion, when requested and required. No credit will be given or premium paid by WHV for insurance obtained or provided by others.

9. **INDEMNITY.** Purchaser agrees to save harmless and indemnify WHV from any and all liability, claims, expenses, losses or damages, including reasonable attorneys' fees and court costs, which may arise or be incurred in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of Purchaser. Purchaser agrees to purchase general liability insurance which will insure the provisions of this paragraph.

10. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act, or any other occurrence causing injury or property damage, relating in any way to the project or project site.

11. **ENTIRE AGREEMENT.** This proposal, including these Terms and Conditions, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

12. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon WHV unless accepted by WHV in writing.

13. **CHOICE OF LAW & CHOICE OF JURISDICTION.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any action, claim or proceeding brought to enforce this agreement shall be brought in the state courts of Minnesota in the County of Winona.

NOTICE

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contribution.

- Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

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PURCHASER HEREBY ACCEPTS THIS PROPOSAL, INCLUDING THE ABOVE TERMS AND CONDITIONS,

THIS _____ DAY OF _____, 20____

Purchaser (company name): _____

By: _____

Its: _____

ACCEPTED BY WHV

THIS _____ DAY OF _____, 20____

By: _____

Its: _____

THIS PROPOSAL IS VALID FOR 45 DAYS FROM DATE SHOWN.

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