

RESOLUTION NO. 36-2014

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH WADSWORTH SERVICE NORTHWEST FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR A CHILLER REPLACEMENT SYSTEM FOR THE SAFETY BUILDING, AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a contract with Wadsworth Service Northwest for professional engineering and design services for a new chiller unit for the safety building, which houses the Police and Fire Departments, in an amount not to exceed \$6,992.00, substantially in accordance with the proposal that is attached hereto as Exhibit "A" and incorporated herein fully by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is based on a need to have the specified services provided at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-15-2014

Rich Mendel  
President of Council

Bobbie Baseman  
Mayor

Dated: 4/16/14

ATTEST:  
Rebecca A. Garner  
Clerk of Council

Wadsworth Service, Northwest  
1500 Michael Owens Way  
Perrysburg, Ohio 43051  
Office: (419) 861-3795  
Fax: (419) 861-3279



Wadsworth Service, Northeast  
1792 East 40th Street  
Cleveland, Ohio 44103  
Office: (216) 391-7263  
Fax: (216) 391-3740

Date: February 26, 2014

Mr. Chuck Soulek

Subject: Engineering Services Safety Building Chiller

Dear Mr. Soulek,

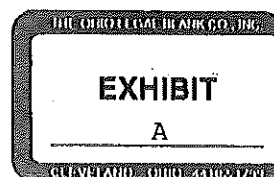
Thank you for the opportunity to quote to you our engineering services for the above project. Wadsworth Service is listed as an Ohio Procurement provider under Index # MMA-632 and our Contract # MMA-7455. Below is our scope of work and State Procurement Pricing.

### **SCOPE OF PROJECT**

It is our understanding that the project consists of performing Professional Mechanical Engineering Services for the Chiller Replacement at the Richfield Town Hall, 4410 West Streetsboro Road, Richfield, OH 44286. Our understanding of the project is based on an initial walk-through of the building and verbal discussion of the project:

1. The project involves replacement of an existing air-cooled, split (remote evaporator) chiller serving the police and fire department buildings.
2. The existing chiller is a 70-ton unit.
3. The chilled water system serves three air handling units – which are to remain.
4. Chilled water pumps and specialties are in the fire department building mechanical room. These will be evaluated for replacement.
5. A new packaged air cooled chiller (with glycol solution for freeze protection) will be installed at the location of the existing. The chiller will be sized to meet the cooling capacity of the existing three air handling units.
6. There is an existing controls (Invensys I/A) system.
7. AutoCAD files of the existing architectural, mechanical and electrical systems are not available. Blueprint drawings are available.

PROPRIETARY



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We have defined the following as MEPT scope items required for the proposed project design:

1. HVAC, and Temperature Control for the areas involved in the project.
2. Standard Power Distribution systems and equipment for the mechanical equipment involved in the project.

### **BASIC SERVICES**

Basic Services will include engineering services related to the scope described in the previous section as well as the services outlined in the Phasing section.

The submitted fee assumes that the project will be negotiated direct with Wadsworth Service, and will not require usual services during bidding / negotiations. Any required bid/negotiation phase engineering services will be additional, as described below.

### **ADDITIONAL SERVICES**

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services. Additional Services will be performed at our current hourly rates.

### **REIMBURSABLE EXPENSES**

Certain expenses may be incurred during the course of the project and are included in our basic scope of services.

Our price based on the State Terms Agreement is \$6,992.00.

#### **Signatures**

Submitted for:

**Wadsworth Northeast Service:**

By: Bill Svoboda

Title: Wadsworth Northeast Service

Signature: Bill Svoboda

Date: \_\_\_\_\_

This agreement is accepted for:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PD #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The information provided in this proposal is considered proprietary in nature and is to be used by \_\_\_\_\_ for proposal evaluation to make decisions regarding the future direction of the \_\_\_\_\_ facility maintenance. This document is not to be shared with contractors or outside parties not associated with Wadsworth Northeast Service on this project.

Date Submitted:

OFFICE USE

Phone: 216-970-6775

By: WJS

#### WADSWORTH NORTHEAST TEMPERATURE CONTROL SYSTEM WARRANTY

Temperature control systems which are installed by Wadsworth Northeast on the premises of the ultimate user and within one year after system commissioning fails because of defective workmanship, materials, design, or installation to operate at specified performance standards will be repaired or replaced without charge at the site. Warranty repairs will be performed under normal working hours. Projects, which require a phased start up, the warranty period will commence at the owner's beneficial use of the system or subsystems that have been commissioned. Electric, electronic, direct digital and pneumatic temperature, humidity, pressure or process control devices which are not installed by Wadsworth Northeast on the premises of the ultimate user and which within one year after delivery fails because of defective workmanship, materials, or design to operate at specified performance standards will, be repaired or replaced without charge upon delivery, freight prepaid to a repair center designated by Wadsworth Northeast. Unless otherwise stipulated in a written sales contract covering the control devices, the phrase "specified performance standards" means that items will conform with data and specifications published by their manufacturer which are current when Wadsworth Northeast contracts to sell them. No failure of a control device or control system shall affect any postponement of the time when payment is due under the contract whereby the same was sold by Wadsworth Northeast; and if any payment is due under the contract is not made when due, the foregoing warranties shall become void ab initio and Wadsworth Northeast, without liability for any breach thereof, may nevertheless recover any unpaid balance under such contract. No warranty service shall be provided for any control device or control system on which payment is overdue. Except for the foregoing, Wadsworth Northeast makes no warranty, either express or implied in fact or by law, with respect to any of the control devices or control systems sold pursuant to this instrument as to the merchantability thereof, their fitness for the purpose for which they are sold, or in any other respect. The liability of Wadsworth Northeast resulting from any breach of any warranty shall be limited to the replacement or repair above provided and to claims which are presented to Wadsworth Northeast in writing promptly upon discovery by the claimant.

#### WADSWORTH NORTHEAST MECHANICAL EQUIPMENT WARRANTY

Mechanical or electrical equipment which is sold by Wadsworth Northeast, for installation by others, on the premises of the ultimate user and within one year after its commissioning, and beneficial operation to the user, or eighteen months from manufacturers shipment (whichever comes first) fails because of defective workmanship, materials or fails to operate at the manufacturers specified performance standards will be repaired or replaced per the original manufacturers specific warranty policies. The product warranty is based solely upon the fact that the installing contractor has installed the equipment strictly within the manufacturers recommended installation guidelines. The installing contractor shall be responsible for all warranty labor associated with the repair or replacement. Devices or components determined to be defective will be repaired or replaced without charge upon delivery, freight prepaid, to a repair center designated by the original manufacturer. Unless otherwise stipulated in a written sales contract covering the equipment the phrase "specified performance standards" means that items will conform with the data and specifications published by their manufacturer which are current when Wadsworth Northeast contracts to sell them. . Except for the foregoing, Wadsworth Northeast makes no warranty, either express or implied in fact or by law, with respect to any of the equipment or materials sold pursuant to this instrument as to the merchantability thereof, their fitness for the purpose for which they are sold, or in any other respect. The liability of Wadsworth Northeast resulting from any breach of any warranty shall be limited to the replacement or repair above provided and to claims which are presented to Wadsworth Northeast in writing promptly upon discovery by the claimant.

#### WADSWORTH NORTHEAST MECHANICAL EQUIPMENT STARTUP POLICY

Mechanical or electrical equipment, which is specifically contracted, to be started up by Wadsworth Northeast, will be commissioned to operate to the requirements of the equipment manufacturer. The startup procedure will include completion of the manufacturer's startup forms, the registration of the equipment for the warranty period and removal of all shipping materials. The warranty is defined as the manufacturers standard warranty policy.

The installing contractor shall be responsible to verify the following items have been completed prior to the beginning of the startup procedure. If any of these items are not complete at the scheduled start-up time additional charges may be incurred if the startup time frame is impacted. All start up service is to be performed during normal working hours and under normal operating conditions, unless otherwise stated within the purchase order.

1. Power wiring to be complete and operational
2. All gas, water or steam piping systems to be complete and operational
3. All duct systems complete and open
4. Temperature control systems are functional and operational
5. Split systems piping shall be pressure tested for leaks and evacuated
6. Split systems shall be re-pressurized and charged with refrigerant holding charge
7. Start up service does not include furnishing refrigerant or installing refrigerant
8. Long-term stored materials have had the manufacturers recommended maintenance performed

Wadsworth Northeast will warranty our start up service for a period of 30 days after commissioning. Any deficiencies in the startup procedures, which affect equipment performance, will be corrected on site without charge during this period. Any warranty requirements that occur after the 30-day period but before the completion of the one-year manufacturer's warranty period, the installing contractor will be responsible for any on site labor to correct the problem.