

BRUNSWICK CITY PARKS, RECREATION & COMMUNITY COMMITTEE

Agenda

SEPTEMBER 10, 2018

6:25 PM or immediately following Services, Utilities, Technology & Cable Committee

1. Discussion Items
 - (a) **RES. NO. 64-18** - A resolution authorizing the City Manager to purchase a new hot water tank for the Community Recreation and Fitness Center from Air Force one in an amount not to exceed \$43,000.00 - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/ John Piepsny*)
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 09/10/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 64-18** - A resolution authorizing the City Manager to purchase a new hot water tank for the Community Recreation and Fitness Center from Air Force one in an amount not to exceed \$43,000.00 - **1st Reading** (To be brought from Parks, Recreation & Community Committee, Administration/ John Piepsny)

BACKGROUND: The Brunswick Community Recreation and Fitness Center has two - 205 gallon Hot Water Tanks for the purpose of serving hot water to the members and guests of the recreation center. One tank was purchased at the end of 2016 and had a 25 year warranty. The second tank had a 10 - year warranty and is now out of service. The second tank needs to be replaced to keep enough warm water available to the members and guests and to also allow as a back-up if the other unit were to fail. We are looking at purchasing the 205- PVI tank and burner assembly from Air Force One as a part of the State Procurement, MMA #7500 plan.

PURPOSE AND EXPLANATION: To allow for three readings for the purchase of the PVI 205 gallon hot water tank for the Brunswick Community Recreation and Fitness Center.

IMPLEMENTATION SCHEDULE: The purchase would be made after the 3 readings and 30 day period if adopted by City Council.

FINANCIAL INFORMATION: Hot Water Heater Recreation Center - - Capital Improvement Fund #300 - 300-0522-56250 - - 43000

FINANCIAL SUMMARY: The purchase price will be in an amount not to exceed \$43,000.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules

No

If emergency or suspension of the rules, why the request?

It would be the recommendation of the administration to have City Council adopt this legislation after 3 readings.

**ADDITIONAL
INFORMATION:**



PROJECT PROPOSAL

WATER HEATER REPLACEMENT R2

SEPTEMBER 5, 2018

MIKE CASH

Air Force One
9880 Sweet Valley Drive
Valley View, OH 44125
Office: (440) 279-8455

PROJECT PROPOSAL

By and Between

Company

Air Force One
9880 Sweet Valley Drive
Valley View, OH 44125
(440) 735-5844
(Herein after referred to as "Company" or
"AFO")

and

Client Billing Address

City of Brunswick
4095 Center Road
Brunswick, OH 44212
(330) 273-8000
Attn: John Piepsny
(Herein after referred to as "Client" or
"Customer")

Thank you for allowing Air Force One the opportunity to submit the following proposal. Air Force One agrees to provide the enclosed scope of work at the following location:

Brunswick Recreation Center 3637 Center Road Brunswick, OH 44212

Scope of Work - Water Heater Replacement R2

Proposal Inclusions:

Disconnect utilities from existing PVI water heater

Provide riggers to remove PVI water heater and haul away

Rig new PVI water heater (less burner) into same location

Re-connect all existing utilities to new PVI water heater

Provide factory start up of new water heater

******NOTE******

New PVI water heater comes complete with new burner in the new water heater.

New vessel and exchanger come with the following warranties:

Vessel- 25 years (15 & 10)

Heat Exchanger-10 years (5 & 5)

Total Cost: \$43,000

AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of Air Force One and City of Brunswick and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Air Force One which is not expressed herein.

This proposal is the proprietary property of Air Force One and is provided for City of Brunswick use only. Air Force One guarantees the price stated in this Agreement for sixty (60) days from proposal date above.

The price for the Project Proposal scope of work is:

Water Heater Replacement R2

\$43,000

Initial

INVOICING AND PAYMENT: Air Force One adheres to a progress billing schedule on all projects unless otherwise negotiated prior to project start and therefore reserves the right to issue partial or complete invoices as material is purchased and/or services are rendered. Payment is due within 30 days of receipt of invoice and Air Force One reserves the right to pause work at any time due to delay in payment. Consequently, projects can be expected to be invoiced as follows:

Invoice #1 – Mobilization and Equipment

Invoice #2 – Labor and Material

Invoice #3 – Equipment Start Up & Project Close Out

Thank you again for the opportunity to earn your business.

Offered By:

Air Force One, Inc.

Accepted By:

Name: Mike Cash

Title: Sales Representative

Date:

Signature

Accepted By:

City of Brunswick

Accepted By:

Name: John Piepsny

Title: Parks & Recreation Director

Date:

Signature

TERMS AND CONDITIONS

1. Customer shall permit Company free and timely access to areas and equipment, and allow Company to perform the work during normal business hours.
2. Customer's acceptance of Company's ("AFO") offer to provide the goods and services described in the attached proposal is limited to acceptance of the express terms of such offer contained in the attached proposal. These Terms and Conditions constitute an integral part of the proposal and Agreement and shall not be changed, added to or otherwise altered, whether by Customer's form of acknowledgement or otherwise, and each shipment of goods or performance of services by AFO, shall be deemed to be furnished upon these Terms and Conditions, unless any such change, addition or alteration is set forth in a written instrument signed by an authorized representative of AFO. All specifications, drawings, and other data, if submitted to Customer in connection with this proposal are incorporated herein and form a part of the proposal. In case of any discrepancies or questions, Customer shall refer to AFO for decisions, instructions, or interpretation.
3. Terms of payment for goods shipped and/or services rendered hereunder shall be Net on Receipt of Invoice. AFO reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half percent (1 1/2%) of the principal amount due at the end of each thirty (30) day period.
4. It is agreed that AFO will retain title to any equipment or materials that may be furnished until final payment is made, and if settlement is not made as agreed, AFO shall have the right to remove the same and AFO will be held harmless from any damage resulting from the removal thereof. Customer shall also purchase and maintain insurance covering all interests of AFO and entitling AFO to receive payment, including the total unpaid balance of the Agreement Price, in the event of loss or damage. In the event AFO must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all court costs and attorneys' fees incurred by AFO. Any legal action against AFO relating to this Agreement, or breach thereof, must be commenced within one (1) year from the date of work.
5. AFO shall not be liable for failures to ship or delays in delivery of equipment or performance of services hereunder where such failures or delays are due to the disapproval of Customer's credit by AFO's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, material or equipment cost increases, or any other circumstances beyond the control of AFO, whether one of the class of causes enumerated above or not, which shall prevent AFO from making deliveries or performing services in the normal course of business. Receipt of the equipment or services by Customer upon its delivery shall constitute a waiver of all claims for delay.
6. Prices quoted are exclusive of any taxes and Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. If a part or item of equipment installed by AFO proves defective during the term of the manufacturer's warranty for such part or equipment, AFO will extend to Customer the benefits of any warranty that AFO has received from the manufacturer of the equipment. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at AFO's rates then in effect.
8. THE FORGOING WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. CORRECTION OF NONCONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS OF AFO TO CUSTOMER, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE WITH RESPECT TO, OR ARISING OUT OF, SUCH MERCHANDISE AND SERVICES. AFO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY AFO. AFO SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF AFO WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT OR TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE MERCHANDISE AND SERVICES ON WHICH SUCH LIABILITY IS BASED.
9. Customer agrees to refrain from employing or hiring, directly or indirectly, either as an employee, independent contractor, or otherwise, any of AFO's personnel, including but not limited to construction and/or service mechanics, during the time that AFO is performing work for the Customer, and for a period of one year from the date AFO discontinues its performance of work for Customer.
10. AFO shall not be required to become involved in the identification, detection, abatement, encapsulation or removal of asbestos containing materials or any other hazardous materials or conditions, or mold, fungus, or spores. In the event such substances, wastes, or materials are encountered, AFO shall have no responsibility and their sole obligation will be to notify the Customer and Owner of their existence. Customer shall be responsible for the identification and disclosure to AFO in writing of any and all concealed piping, fixtures, wiring, and other equipment conditions, including but not limited to asbestos, asbestos containing materials, or any hazardous materials, which might be involved, damaged, cause damage or otherwise affect or be affected by the work. In the event of damage or injury, or a claim of damage or injury to person and/or property of anyone (including Customer) without the required written identification and/or disclosure being given to AFO as provided in the preceding sentence, Customer shall indemnify and hold AFO harmless from and against any and all liability, loss, damage, cost or expense which AFO may incur, suffer, or be required to pay by reason of such damage or injury cause directly or indirectly by the failure to identify and/or disclose as set forth above.
11. AFO reserves the right to collect costs incurred as a result of cancellation of any order or this Agreement.
12. Any alteration to, or deviation from, this Agreement, involving extra work, cost of material or labor will become a change order and the cost will be negotiated on a time-and-material basis at AFO's rates then in effect.
13. Design and as built drawings prepared by AFO and proposal information including scope of work/specifications, as defined by AFO, are intended for the exclusive use of AFO. If these drawings, proposal information, and specifications are used by any person or business entity other than AFO, AFO disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will AFO be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If Customer is dissatisfied with the information, its sole and exclusive remedy is to discontinue using the information.
14. To the fullest extent permitted by law, Customer shall indemnify and hold harmless AFO, its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or part by any 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 AFO.
15. Customer shall make available to AFO's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.
16. All specifications, drawings, and other data, if submitted to Customer as part of the proposal or this Agreement, shall remain the property of AFO.
17. The provisions, enforcement and content of this proposal and Agreement shall be governed by the laws of the State of Ohio. Customer agrees that all courts of record sitting in Columbus, Ohio and having jurisdiction over the subject matter, state and federal, shall be the forums where any action, suit, or proceeding in respect of or arising from or out of this proposal or Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation, Customer consents to the jurisdiction and the venue of such courts.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW HOT WATER TANK FOR THE COMMUNITY RECREATION AND FITNESS CENTER FROM AIR FORCE ONE IN AN AMOUNT NOT TO EXCEED \$43,000.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Air Force One.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Air Force One for the purchase of a new Hot Water Tank for the Community Recreation and Fitness Center in an amount not to exceed \$43,000.00.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 64-18

BY: Mr. Abella Jr, Mrs. Hanek and Mr. Capretta

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PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC