BRUNSWICK CITY
COMMITTEE-OF-THE-WHOLE

Agenda

JUNE 12, 2023
6:45 PM
or Immediately Following
Safety & Environment Committee

1. Discussion Items

2. Motion Items

   (a) Motion allowing the City Manager to approve the Recreation Center upgrades "change of scope" proposal from Air Force One dated 5/31/23

   (b) Motion authorizing the City Manager to advertise for public bids for the 2023 Catch Basin Repair Program.

3. Review Legislation

4. General Discussion

5. Executive Session

6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION

DATE: 6/12/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

MOTION: Motion allowing the City Manager to approve the Recreation Center upgrades "change of scope" proposal from Air Force One dated 5/31/23

BACKGROUND: Project proposal "change of scope" for Capital Improvements with Air Force One, Inc. at the Brunswick Community Recreation & Fitness Center. Original resolution below:

[RES. NO. 6-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with Air Force One, Inc. for capital improvements at the Brunswick Community Recreation and Fitness Center in an amount not to exceed $494,999.34]

The proposal "change of scope" dated 5/31/23 will remain within budget in an amount not to exceed $494,999.34.
CHANGE OF SCOPE AS FOLLOWS: 5/31/23

- INSULATE HORIZONTAL SUPPLY AND RETURN DUCT WORK EXPOSED ON THE EXTERIOR OF THE BUILDING [EXCLUDING GYM UNIT] +20,427.00
    - o 2" THICK FOAMULAR BOARD o SECURE WITH WELD PINS
    - o ENCAPSULATE WITH STUCCO JACKETING
    - o PENETRATIONS TO BE SEALED WITH GRAY SILICON CAULK
- ADD PAINTING OF THE GIRDERS AND PIPES IN THE POOL ROOM +6,667.00
- REMOVE THE FITNESS AREA ROOFTOP UNIT AND ALL ASSOCIATED WORK FROM THE SCOPE -$20,326.00
- REMOVE THE ARTS & CRAFTS AREA ROOFTOP UNIT AND ALL ASSOCIATED WORK FROM THE SCOPE -$6,602.00

PURPOSE AND EXPLANATION: In 2022 the City of Brunswick, Brunswick Community Recreation & Fitness Center was awarded a grant in the amount of $250,000.00 to make capital improvements at the BCRFC. The grant from the State of Ohio, Department of Natural Resources was accepted by Council, Resolution No. 97-2022 dated November 14, 2022 and was executed by ODNR on January 27, 2023. The City of Brunswick has set aside an additional $250,000.00 for a total project not to exceed

$500,000.00. Air Force One's Sourcewell contract equals $494,999.34 to complete the project; $5,000.00 will be used for ODNR administration of the project. The project, which has been approved by ODNR, is to replace HVAC units, repair HVAC unit compressor and pressure switch, install building automation system to help with energy savings and reduce utility consumption, clean all duct work interior and exterior and apply anti-microbial agent, replace ceiling tiles throughout the building, and paint interior walls and ceiling of the pool complex. Pursuant to City Council Res#105-18, the City participates and is a member of Sourcewell's joint purchasing programs.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Eligible ODNR grant expenditures not to exceed $250,000 will be charged to account #300-0831-56000. Grant reimbursements will be submitted in accordance with ODNR rules and regulations. Any remaining local funds spent on this project will be charged to 300-0522-56250.

RECOMMENDED ACTION:

ADDITIONAL INFORMATION: Please see approval from Teresa Goodrige, Program Manager - Capital Improvement Projects, Office of Real Estate Ohio Department of Natural Resources

Hi Taylor,
Per our phone conversation, reducing the number of HVAC units to be replaced from 4 to 2 because of cost is acceptable. Also, expending the painting of the pool complex to include the girders and pipes in the pool room is also acceptable.
Let me know if you have any questions.
Thanks,

Teresa Goodridge
Program Manager – Capital Improvement Projects
Office of Real Estate
Ohio Department of Natural Resources
Office Number: 614.265.6396
Cell Number: 614-230-8678
Teresa.Goodridge@dnr.ohio.gov
www.Ohiodnr.gov

AIR FORCE ONE®
OPTIMAL BUILDING PERFORMANCE®

PROJECT PROPOSAL

REC CENTER UPGRADES

PREPARED FOR: CITY OF BRUNSWICK
May 31, 2023

BOB STANG
Air Force One
9880 Sweet Valley Drive
Valley View, OH 44125
Office: 2162645606
Mobile:

PROJECT PROPOSAL

By and Between

Company
Air Force One
9880 Sweet Valley Drive
Valley View, OH 44125
(614) 889-0121
(Herein after referred to as "Company" OR "Air Force One")

and

Client
City of Brunswick
4095 Center Road

Brunswick, OH 44212
Attn: Carl Deforest
(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 - Recreation Center Upgrades

Proposal Inclusions:

Thank you for the opportunity to work with you on this project. Our scope of work is as follows:

UPDATED 5/31/23 WITH CHANGE OF SCOPE

BAS

Currently, BCREC is controlled by a combination of electro-mechanical controls, stand-alone thermostats, and outdated proprietary Trane controls. Currently no Building Automation System [BAS] exists for scheduling, alarming, or management of the facility. This leads to increased utility consumption and comfort issues. AFO recommends that the City of Brunswick install a truly open non-proprietary control system leveraging a Tridium Niagara N4 front end and Distech Controls.

AFO will provide an open protocol Tridium Niagara based front-end building automation system. A custom built, graphical user interface [GUI] with remote access will be implemented. 3D modeled floor plans with active thermograph will be created to represent the facility and its real-time status. Energy savings and demand control programming strategies will be utilized to reduce the utility consumption of the building. The user interface will provide access to intuitive scheduling, trending, and alarming. System alerts will be configured to notify building operators of critical issues with the operation of the mechanical systems.

Hardware Installed On:

- Ten [10x] -Air-Handling Units/Rooftop Units [ARU/RTU]

- One [1x] -Pool Boiler System
- One [1x] -Spa Boiler System
- Twelve [12x] -Exhaust Fans
- Six [6x] -VVT Zones

Hardware Installed:

- One [1x] -Vykon Tridium Niagara N4 JACE w/50 Device Licenses
- Two [2x] -Vykon Tridium Niagara Network Expansion Modules
- One [1x] -DIN Mountable Network Switch
- Two [2x] -Distech ECB 600 BACnet Controllers
- Two [2x] -Distech ECB 203 BACnet Controllers
- Six [6x] -Distech Thermostats
- Six [6x] -Distech ECB VAV Controller w/ Integrated Actuator
- Sixteen [16x] -ACI Supply/Discharge Temperature Sensors
- Three [3x] -Senva Differential Pressure Sensors [Building Pressure]
- One [1x] -Senva Outdoor CO2/RH/Temperature Sensor
- Fifty-Five [55x] -Relays
- Thirty [30x] -Current Transducers [CTs]
- Four [4x] -BelimoAFB24 Actuators
- Three [3x] -Control Panels w/ Transformers
- Two [2x] -Small Control Panels

Supplemental Information Included:

- Engineering Network Control Drawings
- System Installation & Wiring
- Complete System Programming & Commissioning
- Owner Training [2 x 8 Hour Training Sessions]
- One [1] Year Hardware and One [1] Year Labor Warranty
- Five [5] Year Software Assurance [SWA]

ROOFTOP UNITS

- [1] American Standard YSJ072A3S0L01E5 packaged roof top unit for the Meeting Room with the following specifications:
  - No curb adaptor required
  - Downflow configuration
  - 6 ton cooling
  - Low gas heat
  - 230/3/60 power
  - Drybuld economizer
  - Symbio controls
  - Gas piping connecting to existing
  - Line voltage wiring connected to existing
- **[1] REMOVE THIS UNIT FROM SCOPE American Standard YSJ150A3S0H01E5 packaged rooftop unit for the Fitness Area with the following specifications:**
  - **Unit to set on existing rails**
  - **Horizonal configuration**
  - **12.5 ton colling**
  - **High gas heat**

  - **230/3/60 power**
  - **Supply and return air duct transitions**
  - **Drybuld economizer**
  - **Symbio controls**
  - **Gas piping connected to existing**
  - **Line voltage wiring connected to existing**
- **[1] REMOVE THIS UNIT FROM SCOPE American Standard 4YCC4024 packaged rooftop unit for the Arts and Crafts Room with the following specifications:**
  - **No curb adaptor required**
  - **Downflow configuration**
  - **2 ton cooling**
  - **Natural gas heating**
  - **230/1/60 power**
  - **Drybulb economizer**
  - **Filter frame**
  - **Gas piping connected to existing**
  - **Line voltage wiring connected to existing**
- [1] American Standard 4YCC4030 packaged rooftop unit for the Kitchen with the following specifications:
  - No curb adaptor required
  - Downflow configuration
  - 2.5 ton cooling
  - Natural gas heating
  - 230/1/60 power
  - Drybuld economizer
  - Filter frame
  - Gas piping connected to existing
  - Line voltage wiring connected to existing
- RTU #7 existing Carrier Model 48TCFD14A2A5A0A0G0 Serial 0519P31401 to have the following repairs:
  - [1] Carrier ZP67KCE-TF5-830 circuit B compressor [warranty]
  - [1] Carrier HK02SA420 Circuit A high pressure switch
  - Required R-410a refrigerant
- Crane to set new rooftop units and remove existing units being replaced
- Reclaim refrigerant from existing systems according to EPA standards
- Startup and check operation of new systems
- City of Brunswick HVAC permit [No fees calculated per Paul]
- Required Prevailing Wage labor to perform outlined work above during normal business hours

CEILING TILES & PAINT

- Lobby
  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile
- Multi Purpose Room
  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile
- Meeting Room #1 & Closet
  - Remove & hall away ceiling tile, clean grid, paint grid, install new ceiling tile [no new tiles in closet], paint walls, install new 6" rubber base
- Meeting Room #2 & Single Door Closet
  - Remove & hall away ceiling tile, clean grid, paint grid, install new ceiling tile [no new tiles in closet]
- Unisex Bathroom
  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile
- Arts Crafts Room

  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile [no new tiles in closet]
- Electrical Closet
  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile
- Gymnasium
  - Paint walls
- Family Locker Room
  - Remove & hall away ceiling tile, clean grid, paint grid, and install new ceiling tile
- Mens & Women's Locker Rooms
  - Remove & hall away ceiling tile above stalls, clean grid above stalls, remove support structure protruding through ceiling tile in the Mens Locker Room, install new ceiling tile above stalls, paint walls and ceilings
- Stairwell
  - Paint handrails and door frames
- Strength Room
  - Remove graphics, repair walls as needed, and paint walls
- Cardio & Hallway
  - Remove graphics, repair walls as needed, and paint walls
- Dance
  - No work in this room
- Pool Room
  - Prep and paint ceilings including top steel beams
- 3524 sq, ft, Flat Panel Tile
- 5176 sq. ft. Olympian Brand Tile
- Apply two coats of latex finish to painted items and surfaces
- Required prevailing wage labor to install outlined work above during normal business hours

DUCT CLEANING

- Remove, pro clean, and re install all registers & grilles
- Pro clean interior of all supply, return, and exhaust duct work with systems under high negative pressure to capture all contaminants, and apply anti microbial agent. Each opening to be sealed with tape and or plastic until cleaning is commenced at the opening
- Contact vacuum exterior of all exposed duct work
- Remove & hall away exterior duct insulation in the fitness area, clean the exterior of the duct work, and apply anti-microbial agent
- Required standard labor to install outlined work above during normal business hours
- City of Brunswick to provide lift for this portion of work

CHANGE OF SCOPE AS FOLLOWS: 5/31/23

- **REMOVE THE FITNESS AREA ROOFTOP UNIT AND ALL ASSOCIATED WORK FROM THE SCOPE -$20,326.00**
- **REMOVE THE ARTS & CRAFTS AREA ROOFTOP UNIT AND ALL ASSOCIATED WORK FROM THE SCOPE -$6,602.00**
- **ADD PAINTING OF THE GIRDERS AND PIPES IN THE POOL ROOM +6,667.00**
- **INSULATE HORIZONTAL SUPPLY AND RETURN DUCT WORK EXPOSED ON THE EXTERIOR OF THE BUILDING [EXCLUDING GYM UNIT] +20,427.00**
  - **2" THICK FOAMULAR BOARD**
  - **SECURE WITH WELD PINS**

- ENCAPSULATE WITH STUCCO JACKETING
- PENETRATIONS TO BE SEALED WITH GRAY SILICON CAULK

EXCLUSIONS:

- OUR ESTIMATE DOES NOT INCLUDE ANY OVERTIME LABOR
- OUR ESTIMATE DOES NOT INCLUDE ANY FIRE PROTECTION & FIRE ALARM INTEGRATION
- PREEXISITNG MECHANICAL DEFICIENCIES
- ANYTHING OUTSIDE THE ABOVE SCOPE

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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 twenty (20) days from the proposal date above.

The price for the Project Proposal scope of work is:

	$ 494,499.00	**_____ Initial**	**Recreation Center Upgrades**

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 the 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

Accepted By:
Name: Bob Stang

Title: Project Sales Manager

Date:

Signature

_____

Accepted By:
City of Brunswick

Accepted By:
Name: Carl Deforest

Title: City Manager

Date:

Signature

_____

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TERMS AND CONDITIONS

City of Brunswick
PS-862-846176

APPROVED
rastumelizer , 2/16/2023, 2:27:00 PM

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 acknowledgment 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 the Customer in connection with this proposal are incorporated herein and form a part of the proposal. In case of any discrepancies or questions, the 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 ½%) 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 the 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 enumeratad 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 the 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 the 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 the Customer's expense and at AFO's rates then in effect.
8. THE FOREGOING 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 caused 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 the 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 the 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 the 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 Custom or 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, maybe 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.

THE CITY OF BRUNSWICK

PROPOSED MOTION

DATE: 6/12/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to advertise for public bids for the 2023 Catch Basin Repair Program.

BACKGROUND:

PURPOSE AND EXPLANATION: The proposed project will seek to repair deteriorated catch basins and concrete boxouts citywide, improving neighborhood accessibility and safety to the traveling public.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the June 12, 2023 Committee-of-the-Whole meeting, the project will be advertised in late June. Construction is anticipated to begin on or about August 15.

FINANCIAL INFORMATION: 2023 Catch Basin Repair Program - - Storm Water Enterprise Management Fund #224 - 224-0420-54265 - 2023 Catch Basin Repair Program - 100000

FINANCIAL SUMMARY: Construction budget: $100,000.00.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the 2023 Catch Basin Repair Program.

ADDITIONAL INFORMATION: