

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 136

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO MAKE PAYMENT FOR EMERGENCY REPAIR SERVICES AND PARTS FOR THE HVAC SYSTEM AT THE CITY'S WALTER F. EHRSFELT RECREATION & SENIOR CENTER; AND AUTHORIZING AN ANNUAL CONTRACT FOR ADDITIONAL MAINTENANCE SERVICES INCLUDING REPAIR SERVICES AND PARTS AS NEEDED, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through Ordinance No. 2012-134, Council authorized the Mayor to enter into a contract with the K Company, Inc. for the installation and replacement of a Dectron Condensing Unit for the Aquatic Center HVAC System at the Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, the City's Recreation & Senior Center has entered into an ongoing annual maintenance contract with the K Company, Inc. for repair services and parts, in order to maintain the HVAC system in proper working condition for the health, safety and welfare of employees and invitees to the Center; and

WHEREAS, such past purchases were undertaken upon the approval and recommendations of the Mayor and Director of Recreation & Senior Services, and only with the vendor which was readily available on an immediate basis, and which possesses the familiarity with existing City HVAC equipment and expertise to promptly and properly make the necessary repairs and undertake the required maintenance; and

WHEREAS, therefore, the Recreation & Senior Services Department will continue to require such repair services and items for the HVAC system on an ongoing basis for the remainder of the year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Recreation & Senior Services of the City of Strongsville, in that it has become immediately necessary to make some \$30,226.48 in purchases, without public bidding, from **THE K COMPANY, INC.**, of emergency repair services and related items, in order to provide for the proper operation of the HVAC system at the Walter F. Ehrnfelt Recreation & Senior Center, to protect the health, safety and welfare of the resident members and the Center's invitees, and to conserve public funds.

Section 2. That, for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor to remit payment to **THE K COMPANY, INC.**, without public bidding, for the purchases reflected on the outstanding invoice attached as Exhibit A and incorporated herein, in the amount of \$6,516.06.

Section 3. That this Council also hereby ratifies and approves the maintenance contract attached hereto as Exhibit B, incorporated herein, for additional future purchases from **THE K COMPANY, INC.**, of repair and maintenance services and related items for the HVAC System at the Walter F. Ehrnfelt Recreation & Senior Center, without public bidding, in a total additional amount not to exceed \$13,350.00 through December 31, 2015.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and ratify said purchases in order to provide for the continuity of services, operation, and maintenance of the City's Department of Recreation & Senior Services, to protect the health, safety and welfare of the City's Recreation and Senior Center facility, its employees and members, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michael Daymut
President of Council

Approved: James S. Serial
Mayor

Date Passed: July 6, 2015
Yea Nay

Date Approved: July 7, 2015

Attest: Aimee Pientko
Clerk of Council

Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

ORD. No. 2015-136 Amended: _____
1st Rdg. 07-06-15 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 07-06-15 Defeated: _____

INVOICE



Service Not Excuses

Equal Opportunity Employer

2234 S. Arlington Rd Akron, OH 44319 330-773-5125 330-452-2292

Bill To:

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-

Location:

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-
Mark Hartze

Date 06/08/2015
Customer # STRONG
Sales Per MUCKEN
Work # 338735

Invoice # 369149
Page # 1

WORKED ON DECTRON. LEAK CHECKED CIRCUIT 2. FOUND LEAK AT 2 SHRADER VALVES AND CAP ON LIQUID LINE SERVICE VALVE. REPLACED SHRADERS. MADE GASKET FOR SERVICE CAP. STARTED CIRCUIT 2. STARTED TO BALANCE CHARGE. CAUGHT LIQUID LINE SOLENOID NOT LIFTING DURING PARTIAL PUMP DOWN MODE. ORDERED KIT FOR REBUILD. TURNED OFF CIRCUIT 2 IN KEYPAD. 5-27-15 VALVED OFF CIRCUIT 2 LIQUID LINE. RECOVERED TO RECEIVER. DISASSEMBLED LIQUID LINE SOLENOID. INSTALLED NEW REBUILD KIT. EVACUATED, OPENED SERVICE VALVES. CHECKED OPERATION OF VALVE. 6-2-15 STARTED TO BALANCE REFRIGERANT CHARGE ON CIRCUIT #2. USED ALL REFRIGERANT ON TRUCK. TO RETURN LATER IN WEEK TO REBUILD PUMP, WILL FINISH CHARGING UNIT THEN. 6-8-15 CALLED TO FINISH CHARGING UNIT. CONTINUED CHARGING UNIT. CHARGED TO CLEAR SIGHT GLASS CLEAR. AVG DISCHARGE GAS TEMP 185 DEG. EVAP TEMP 55 DEG AVG. I

MATERIALS

<u>Quant.</u>	<u>Item Name</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfg</u>	<u>Model</u>	<u>Serial</u>
1.00	KSE42HP SOLENOID PARTS KIT	567.56	567.56			
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567
30.00	REFRIGERANT, R22 PER POUND	21.00	630.00	DECTRON	DS-562-43	13567

INVOICE

EXHIBIT A



Service Not Excuses

Equal Opportunity Employer
2234 S. Arlington Rd Akron, OH 44319 330-773-5125 330-452-2292

Bill To:
STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-

Location:
STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-
Mark Hartze

Date 06/08/2015
Customer # STRONG
Sales Per MUCKEN
Work # 338735

Invoice # 369149
Page # 2

LABOR

<u>Date</u>	<u>Emp-Code</u>	<u>Hours</u>	<u>Type</u>	<u>Ext. Price</u>	<u>Mfg</u>	<u>Model</u>	<u>Serial</u>
05/19/2015	MONTON	4.00	Reg	356.00			
05/27/2015	MONTON	5.00	Reg	445.00			
06/02/2015	MONTON	3.00	Reg	267.00			
06/08/2015	MONTON	4.50	Reg	400.50			

Total Materials	4977.56
Total Labor	1468.50
Travel/Truck Chg	70.00
Invoice Total	<u>6516.06</u>

695
2525B-00
Work Completed Signature
~~43310-5703~~ 413000-5761

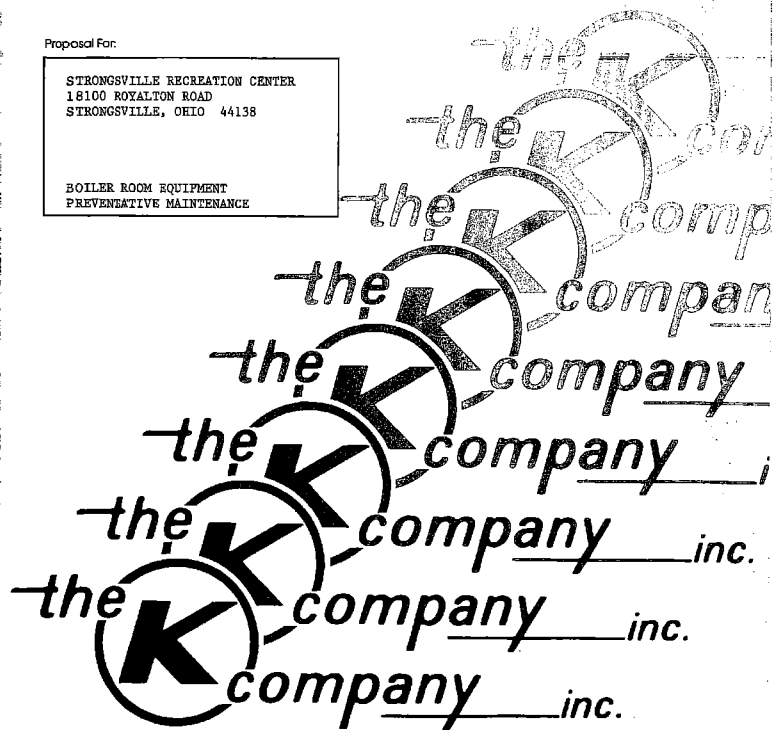
Any account which is thirty days or more past due from date of invoice, may be subject to a monthly 1.5 % late charge

**PLANNED SERVICE
Proposal**

Proposal For:

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OHIO 44138

BOILER ROOM EQUIPMENT
PREVENTATIVE MAINTENANCE



1250 TRIPLETT BLVD., AKRON, OHIO 44306 • AKRON (330) 773-5125 • CANTON (330) 452-2292
CLEVELAND (216) 736-8182 • FAX (330) 773-2962

EXHIBIT B

We propose to furnish K COMPANY PLANNED SERVICE, on the equipment specified below,
located at 18100 ROYALTON ROAD STRONGSVILLE, OHIO 44138

EQUIPMENT:

System Number Manufacturer Model # Serial #

SEE ATTACHED LIST

WE PROPOSE TO:

Furnish all labor necessary to inspect, ~~install or replace~~ parts and service the subject equipment to maintain it in good operating condition. Replacement parts, material, and shop repairs ~~are~~ are not included.

Regularly inspect the equipment at least -4- times a year and on each inspection perform all services per attached inspection check list.

Furnish you with a completed copy of the Service Engineer's Report indicating what repairs, if any, were necessary resulting from each inspection.

~~Provide emergency service during normal working hours~~

Instruct you in the operation of equipment to provide for greatest operating efficiency.

Give K COMPANY PLANNED SERVICE contract holders preferential service over all other types of service activity normally undertaken by us.

YOU AGREE TO:

Operate the subject equipment per our instructions.

Promptly notify us of any unusual operating conditions of the subject equipment.

Permit our personnel the use of your common building maintenance tools, such as ladders, etc.

Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

Ductwork, cabinets, refrigeration case seals and hardware, system piping, water supply and drain beyond the subject equipment proper.

Electrical services beyond the subject equipment disconnect switch (control wiring excepted).

Non-moving parts such as boiler tubes, sections, tube bundles, hydronic, steam, and refrigerant coils.

Work made necessary by the enforcement of government codes, building and union regulations.

OTHER EXCLUSIONS: FILTERS AND BELTS PROVIDED BY OWNER

GENERAL:

This agreement shall include ~~XXXXXXX~~ preventative maintenance during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, weekends and holidays excepted. Emergency service will be available at other times at an additional overtime cost of \$88.00 per hour.

We shall furnish K COMPANY PLANNED SERVICE starting UPON ACCEPTANCE and shall continue to renew annually by endorsement. This contract is subject to price revision and/or cancellation on any anniversary date by written notice by either you or us at least 60 days prior to such anniversary date.

During the fulfillment of this agreement, we shall take all reasonable precautions to avoid injury to persons and damage to property.

We shall not be liable for any damages caused by obsolescence or acts of God or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the life of this agreement, except for consequential damages for personal injuries caused by maintenance and service of equipment which is used exclusively for personal household use.

We shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein.

It is understood that this proposal sets forth our entire agreement.

This proposal will become a contract solely between us if accepted by you and approved in writing by our authorized representative, and any rights which you have will be only against us. There are no other parties to this agreement.

GENERAL:

K COMPANY PLANNED SERVICE will be furnished by us for the net sum of:

\$ 2,700.00 per year

payable in advance as follows: \$675.00 PER QUARTER

Respectfully submitted,

MARK CHONKO

YOUR ACCEPTANCE:

City of Strongsville Company
By [Signature]
Title Director of Facilities Date 1/31/06

OUR APPROVAL:

THE K COMPANY, INC.
By [Signature]
Title SERVICE MANAGER Date JAN. 27, 2006

Contract No. _____