

RESOLUTION 05-2014

**A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT ON BEHALF OF THE VILLAGE OF COMMERCIAL POINT FOR THE SERVICE AND MAINTENANCE OF THE HVAC SYSTEM AT THE MUNICIPAL BUILDING.**

WHEREAS, The Village Council has determined a need for service and preventative maintenance of the HVAC system in the municipal building; and

WHEREAS, Kirk Williams Mechanical Services submitted a proposal (Exhibit A) to continue to service and maintain the HVAC system in the municipal building for the Village; and

WHEREAS, The Village Council desires to accept their proposal; and

WHEREAS, The Village Administrator and/or Mayor is authorized to enter into contracts and agreements on behalf of the Village.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, A MAJORITY OF ITS MEMBERS ELECTED THERETO CONCURRING THAT:

Section 1. The Council of the Village of Commercial Point hereby authorizes and directs the Village Administrator to enter into a contract with Kirk Williams Mechanical Services to continue to service and maintain the HVAC system in the municipal building for the Village, a copy of which is attached hereto as Exhibit A and incorporated herein.

Section 2. This Resolution shall take effect and be in force from and after the earliest date allowed by law.

Vote on Suspension of Readings:

Motion by: \_\_\_\_\_

2<sup>nd</sup>: \_\_\_\_\_

Roll Call:

\_\_\_\_\_ Randy Shelton  
\_\_\_\_\_ David Sadler

\_\_\_\_\_ Nicole Evans  
\_\_\_\_\_ Brad Laxton

\_\_\_\_\_ Clarence Wissinger  
\_\_\_\_\_ Mark Geiger

Vote on Passage of the Resolution:

Motion by: \_\_\_\_\_

2<sup>nd</sup>: \_\_\_\_\_

Roll Call:

\_\_\_\_\_ Randy Shelton  
\_\_\_\_\_ David Sadler

\_\_\_\_\_ Nicole Evans  
\_\_\_\_\_ Brad Laxton

\_\_\_\_\_ Clarence Wissinger  
\_\_\_\_\_ Mark Geiger

Adopted this 7<sup>th</sup> day of April 2014.

\_\_\_\_\_  
Joe Hammond, Mayor

\_\_\_\_\_  
Wendy Hastings, Fiscal Officer

Approved as to Form:

\_\_\_\_\_  
Michael Hess, Solicitor

[Redacted]

[Redacted]

12/18/13

Mayor, Joe Hammond  
Commercial Point  
26 W Scioto St.  
Commercial Point, Ohio 43116

**Re: Service Contract Renewal, Municipal Building HVAC Preventative Maintenance**

Dear Mr. Hammond:  
The current awarded period on above referenced contract is due to expire **4/30/14**. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional **three years at a locked in reduced cost (\$1,854 per year)**. Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extension. I will need the signed letter returned by mail, e-mail or fax, as soon as possible. Additional warranty extensions are offered on the equipment if interested.  
If you have any questions, please feel free to call

Sincerely,  
**Skeeter Lambert**  
**Service Manager**  
**Kirk Williams Mechanical Services**  
614-323-1128 Cell  
614-875-9023 office  
614-875-9214 Fax

I want to extend the current contract (**MC0017**), for an additional **Three years** at the above reduced cost while maintaining the same terms and conditions.

\_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title of Signer

Sincerely,  
*Kirk Williams Mechanical Services*  
Skeeter Lambert  
Service Manager  
614-323-1128

[Redacted]

TERMS AND CONDITIONS

- A. Planned and or routine repair, maintenance services provided under this agreement will be performed during normal working hours.
- B. The labor warranties and services provided under the scope of this agreement are for a period of (90) days and are conditioned upon the customers operating and maintaining systems/equipment. The customer will do so in according to industry-accepted practices and in consideration of our recommendations.
- C. The customer will provide and permit reasonable access to all covered equipment. *Kirk Williams Mechanical Services* will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. This proposal assumes that all pieces of equipment are in proper operating condition. *Kirk Williams Mechanical Services* shall inspect and report to the customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of *Kirk Williams Mechanical Services* to make recommendations and to assist the customer in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the customer unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed.
- E. It is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed in inspections and reports. Repair and replacement of non-maintainable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded. In the case of refrigeration system such as walk-in boxes, reach-in boxes, etc., this agreement does not include the repair or replacement of hardware such as door handles, closing mechanisms or related parts thereof, in no case shall *Kirk Williams Mechanical Services* include repair or replacement of door, cabinet or door/cabinet gaskets.
- F. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with *Kirk Williams Mechanical Services* currently established rates.
- G. In the unlikely event of failure to perform its obligations, *Kirk Williams Mechanical Services* liability is limited to repair or replacement at it option, and such shall be the customers sole remedy. Under no circumstances will *Kirk Williams Mechanical Services* be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of the customers tenants or clients, or any special, indirect or consequential damages.
- H. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- I. *Kirk Williams Mechanical Services* will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- J. *Kirk Williams Mechanical Services* is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- K. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by *Kirk Williams Mechanical Services*.
- L. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *Kirk Williams Mechanical Services*.
- M. *Kirk Williams Mechanical Services* shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.

- N. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- O. In the event either party must commence an action in order to enforce any rights under this contract or recover payment *Kirk Williams Mechanical Services* shall be entitled to recover damages and or cost incurred to enforce payment. In the event legal action is taken the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- P. *Kirk Williams Mechanical Services* shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- Q. Only *Kirk Williams Mechanical Services* personnel or agent are authorized to perform the work included in the scope of this Agreement *Kirk Williams Mechanical Services* may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- R. This Agreement proposal is good for 15 days and all rights hereunder shall not be assignable unless approved by *Kirk Williams Mechanical Services*.
- S. In the event of additional freight, labor, or material costs resulting from a customer request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at *Kirk Williams Mechanical Services* currently established rates.
- T. *Kirk Williams Mechanical Services* scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event *Kirk Williams Mechanical Services* encounters such material in performing its work, *Kirk Williams Mechanical Services* will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- U. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- V. The customer acknowledges and agrees that any purchase order issued by The customer, in accordance with this Agreement, is intended only to establish payment authority for the customers internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement.