

RESOLUTION NO.: 51-2024
INTRODUCED BY: Mayor Thomas

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
PREVENTIVE MAINTENANCE AGREEMENT PLAN WITH THE SMITH
& OBY SERVICE COMPANY TO SERVICE CITY HVAC SYSTEMS.**

WHEREAS, the City has received a quote from Smith & Oby Service Company to service all City-owned HVAC systems, consisting of those systems in City Hall, the Division of Police, the Division of Fire, and the Community Center, for a five-year term beginning May 1, 2024, for the lump-sum price of \$17,782.00 per year, as set forth in the Preventive Maintenance Agreement Plan attached hereto as Exhibit A;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with Smith & Oby Service Company for servicing of City-owned HVAC systems for a five-year term beginning May 1, 2024, as set forth in the Preventive Maintenance Agreement Plan attached hereto as Exhibit A, for the lump sum price of \$17,782.00 per year.

Section 2: The cost of said agreement authorized in Section 1 of this Resolution is contingent upon an appropriation of Council for that amount each year and the placement of funds into Fund Nos. 100-7150-52100, 100-3350-52100, 203-1300-52100, and 100-1250-52100.

Section 3: 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 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 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 9, 2024

APPROVED: April 9, 2024

ATTEST: May 2, 2024
Tracey Blair
Clerk of Council

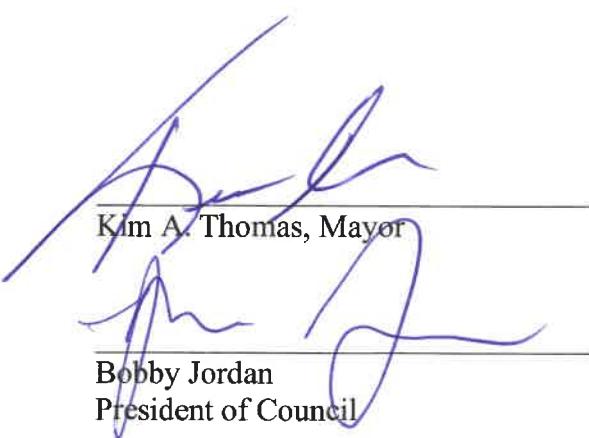

Kim A. Thomas, Mayor
Bobby Jordan
President of Council

EXHIBIT A

City of Richmond Heights



The Smith & Oby Company • The Smith & Oby Service Company OH Lic. 19624
7676 Northfield Road • Walton Hills, Ohio 44116 • Phone 440-735-5333 • Fax 440-735-5334
Mechanical Contractors Since 1898 • HVAC • Plumbing • Process Piping • Service Contracts

Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and City of Richmond Heights of Cleveland, Ohio herein after known as the Customer.

Smith and Oby Service Company is providing City of Richmond Heights a system of maintenance for the equipment. The system of maintenance is described by the attached schedules listed below.

- *Schedule "A": Describes the level of service being provided by the Agreement.*
- *Schedule "B": Describes the limit of liability and the terms and conditions.*
- *Schedule "C": Describes the equipment covered by the Agreement.*

The service agreement price is \$17,782.00 per year, payable quarterly in advance.
The first payment is due on the day coverage begins, May 1st, 2024. Coverage shall continue for five (5) years.

The schedules attached to the service Agreement constitute the entire Agreement between Smith and Oby Service Company and City of Richmond Heights. The service Agreement remains the property of Smith and Oby Service Company and is provided for Smith and Oby Service Company's use only. This service Agreement is subject to management approval by Smith and Oby Service Company. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary date.

Contractor

Jonathan Eno
Account Manager
Smith and Oby Service Company
Date: 03/21/2024
Cell: 216-906-8413

Customer

City of Richmond Heights
By: _____
Title: _____
Date: _____

Cc: Rick Wey

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency. The service frequency for this contract is quarterly with annual PM performed to both heating and air conditioning units during those visits.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separately for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components. Filters supplied and charged by Smith and Oby Service Company. Belts and coil cleaning solution is included in this proposal. Backflow devices will be checked annually. Repairs will be made after approval and then all paperwork will be filed with the State of Ohio to supply a one-year certificate.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

Service Notes

First inspection scheduled will include a detailed audit of all HVAC heating/cooling equipment including the facility automation system. This finished audit will be presented in the executive overview format within the first 90 days of contract responsibility.

Cost Center Breakdown of Annual Prices		
Item No.	Building/Category	Annual Cost
1	City Hall	\$2,055.00
2	Community Center	\$3,076.00
3	Fire Station	\$3,007.00
4	Police Station	\$9,641.00
	Subtotal	\$17,792.00

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and or increased costs due to shortages.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.
4. The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.

SCHEDULE C

Qty	Type	Manufacturer	Model	Serial	Location
City Hall					
1	Rooftop	Trane	YCD300B3LFHB	730101329D	Boiler Room
6	VAVs	NA	NA	NA	Various ceilings
1	Exhaust Fan	NA	NA	NA	Roof
1	Automation System	Trane	Tracer	NA	Equipment Room
Community Center					
2	Split Systems	American Standard	4A7A3060E10000NA	21125UVU5F, 21125UA45F	Outside and first floor
2	Split Systems	American Standard	4A7A3060D1000PA	19095HRX5F	Outside and first floor
1	Hood	NA	I	NA	Kitchen Hood Ventilator
1	Water Heater	NA	NA	NA	Equipment Room
1	Water Heater	NA	I	NA	Tankless Water Heater
8	Furnaces	NA	NA	NA	Basement
Fire Station					
2	Gas Unit Heaters	NA	NA	NA	First Floor Garage
2	Vestibule Heater	NA	I	NA	Vestibule heater
3	Exhaust Fans	NA	NA	NA	Roof
1	Rooftop	Trane	YHC092A3RLA0389	821101673L	Roof
1	Rooftop	Trane	YSC120H3RHA0000	182415551L	Roof
2	Hot Water Heaters	NA	NA	NA	Mechanical Room
Police Station					
2	Standard Pumps	small pumps	NA	NA	Equipment Room

1	Standard Pumps	Large pumps	NA	NA	Equipment Room
2	Water Heater	Weber Jarco	NA	NA	Equipment Room
3	VFD	NA	1	NA	Variable Frequency Drives
4	Rooftop	Trane	TSJ240AJS000*D4BA001	NA	Roof
5	Rooftop	Trane	VSD180G3R1K0000	212310317D	Roof
6	Rooftop	Trane	THC037E3R0A**DEA1A008	NA	Roof
7	Exhaust Fans	NA	NA	NA	Roof
23	VAVs	NA	NA	NA	Various ceilings
1	Automation System	Carrier	NA	NA	Equipment Room

Rooftop Maintenance Requirements		
Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Dumper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Dumper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Dumper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings & tighten Check belts - replace Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor insulation resistance Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean condenser coils once annually Comb heat fins Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb heat fins Check for corrosion & leaks

Rooftop Maintenance Requirements		
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Perform draft & combustion test Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks
VAV's Maintenance Requirements		
Part	Function	Tasks Required
Fan	Airflow	Check fan belt tension and condition Inspect fan blades for damage or wear Test fan motor operation and lubricate as needed
Damper	Air Volume Control	Check damper operation and adjust as needed Inspect damper blades for damage or wear Clean damper and linkage mechanism
Exhaust Fans Maintenance Requirements		
Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check current Check for vibrations
Belts & Pulleys	Links motor to fan	Check alignment of pulley Check wear of pulley & belts Check belt tension - replace annually
Bearings	Supports fan shaft	Inspect for wear Lubricate when needed Replace if worn
Fan Blade	Drives air into space to be conditioned	Clean & inspect Check fan rotation Check for vibration
Housing	Drives air & controls velocity	Check mountings Clean dirt from surfaces
Split System Maintenance Requirements		
Part	Function	Tasks Required
Filter Section	Removes particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings & tighten Check belts - replace Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor insulation resistance Check motor mount - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation

Split System Maintenance Requirements		
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean condenser coils once annually Comb bent fins Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostats	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer to air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Perform draft & combustion test Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks
Water Heater Maintenance Requirements		
Part	Function	Tasks Required
Control	Sets water temperature	Check calibration of operation control
Tank	Stores water	Inspect tank Flush out bottom of tank
Pilot	Controls gas flow	Clean pilot assembly Clean spark igniter Check flame safeties
Burner	Heats the tank and water	Clean burner Check for rust Check for leaks
Furnaces Maintenance Requirements		
Part	Function	Tasks Required
Burner	Provides direct heat	Remove & clean burners if necessary
Heat Exchanger	Converts direct heat to warm air	Check for cracks, rust and vibration
Air Filter	Removes particles from air	Check for excess dirt/dust build up, replace quarterly
Motor	Drives the fan	Check amp draw Lubricate as needed
Flue Pipe	Provides exhaust for gas flames	Check for proper air movement Check for leaks
Belk	Provides connection between motor and fan	Check tension Look for cracks Look for slipping Replace as needed
Gas Unit Heater Maintenance Requirements		
Part	Function	Tasks Required
Fan	Circulates air through unit	Clean & inspect blades Check rotation of shaft Inspect for vibration
Motor	Provides energy to operate fan	Inspect coils & contacts Check current to motor

Gas Unit Heater Maintenance Requirements		
Housing	Maintains rigidity for components	<ul style="list-style-type: none"> Test for vibration Lubricate bearings Check all mounting brackets Tighten all bolts Clean damper sections
Burner	Transfer heat from gas to air	<ul style="list-style-type: none"> Check flame Perform combustion tests Clean orifices & nozzles Check pressure regulator Adjust gas/air ratio
Controls & Safety	Regulates and monitors temperature and safety parameters	<ul style="list-style-type: none"> Test operation of Controls High temperature safety Flame failure safety
Standard Pumps Maintenance Requirements		
Part	Function	Tasks Required
Base	Support for pump	<ul style="list-style-type: none"> Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	<ul style="list-style-type: none"> Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	<ul style="list-style-type: none"> Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	<ul style="list-style-type: none"> Listen for proper operation Repair when required
Housing	Provides link to piping system	<ul style="list-style-type: none"> Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface