

CLEVELAND PUBLIC LIBRARY

Board Meeting

May 16, 2013

RESOLUTION RATIFYING AMENDED AGREEMENT WITH CARRIER CORPORATION FOR ADDITIONAL EMERGENCY REPAIR SERVICES TO CHILLER AT LAKESHORE FACILITY

WHEREAS, On March 21, 2013, the Board of Library Trustees authorized an agreement with Carrier Corporation for the rebuild and upgrade of the chiller control systems for the Cleveland Public Library Lakeshore Facility in the amount of \$92,170.00; and

WHEREAS, Carrier commenced work and discovered at the end of April that additional repairs to the chiller not originally anticipated were necessary to restore the chiller to working condition, costing an additional \$14,443.00; and

WHEREAS, With the onset of warm weather, it is necessary to maintain the air conditioning system at Lakeshore to preserve Library materials and provide comfortable working conditions for Library employees. Therefore, the Library determined the situation constituted an emergency, and the Library's Executive Director executed an amendment to the Carrier agreement increasing the amount by \$14,443.00 and thereby increasing the total amount payable to Carrier under the agreement to \$106,613.00; and

WHEREAS, The Executive Director hereby requests that the Board of Library Trustees ratify the amendment to the Carrier agreement and authorize the expenditure of additional funds in the amount of \$14,443.00 for the additional necessary repairs; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies and approves the amendment entered into with Carrier Corporation by the Library's Executive Director, to perform necessary and emergency repairs to the chiller control systems for the Cleveland Public Library Lakeshore Facility, which repairs cost an additional \$14,443.00, increasing the total amount payable to Carrier under the agreement to \$106,613.00. The expenditure shall be charged to the General Fund account 12100053-53310 Building Repair.



turn to the experts

Ph 216.214.6226
Fax 216.520.3625

HVAC Commercial Service

Carrier Commercial Service
9800 Rockside Road, Suite 1100
Valley View, Ohio 44125

May 2, 2013

Mr. Timothy Murdock
Cleveland Public Library
17001 Lake Shore Boulevard
Cleveland, Ohio 44110

Subject: Perform Major Inspection/Rebuild on (1) One Carrier 23XL Chiller

Carrier Commercial Service is pleased to present you this proposal to provide all supervision, labor, parts and material to perform the below scope of work.

****This proposal replaces the proposal and agreement dated March 27, 2013****

Scope of Work:

- Lock out/tag out chiller
- Remove refrigerant into storage vessels
- Provide rigging and disassembly to remove compressor and ship to Carrier National Repair Center
- Remove slide valve assembly from compressor; disassemble and inspect components including: spring retainer assembly, piston, capacity rod, lock washer, lock-nut, spring retainer, slide bore, guides, o-rings, and seals
- Rebuild capacity rod shaft surfaces (machine and/or polish) to ensure proper operation
- **Rebuild slide valve surfaces (polish and/or machine and chrome)**
- Rebuild (build up and machine) or provide new spring rod
- Machine compressor inlet casing
- **Remove compressor motor. Inspect motor rotor and stator for damage or unusual discoloration. The motor will be meggar tested**
- Remove and inspect refrigerant rotors for unusual wear or damage
- Inspect rotor bores for rotor contact or any unusual wear
- **Advise customer of any failed components and provide repair costs for approval (if applicable)**
- **Replace all rolling element bearings & ball bearings**
- Re-install rotors and set thrust (rotor end clearance)
- Reassemble compressor with new o-rings and gaskets
- **Re-assemble the slide valve assembly with new guide seals, seal rings, lock washers, lock-nut, load solenoid, unload solenoid, O-rings and gaskets**
- Torque bolts, nuts, and fasteners to factory specifications
- Receive and reinstall compressor from Carrier National Repair Center
- Remove oil separator cover and inspect element
- Install oil separator cover with new o-ring

- Pull float assembly and inspect
- Install new refrigerant filter and oil filter
- Leak test at 100 lbs. of pressure then dehydrate chiller to 29.8 in HG
- Charge with new oil
- Charge with recovered refrigerant
- Start-up chiller, record operational temperatures and pressures
- Clean up worksite
- Provide a 1 year parts and labor warranty from date of rebuilt chiller start up

Carrier's price to perform the above scope of work is **Fifty Nine Thousand Eight Hundred Fifty Five Dollars (\$59,855.00)**.

****NOTE: If during current operation the chiller fails or seizes before being inspected it may not be repairable.**

Pricing for additional repairs parts & labor Included:

File and Hone male and female rotors (progressive wear pattern)	\$3,243.00
Chrome and bore slide valve case (major wear)	\$5,943.00
Replace all 6 motor terminals (near failure)	\$3,000.00
Replace male rotor spacers (major wear)	\$ 988.00
Motor rotor has dings (recommend growl test)	\$ 1,269.00
Total for additional repairs	\$14,443.00
Original Project Total (3/27/13)	\$59,855.00
Project Total (4/25/13)	\$74,298.00

Note: Customer will provide adequate access for rigging of equipment into mechanical room

All work is to be performed during NORMAL business hours M-F: 7am - 4pm.

Carrier shall promptly notify Property Management (216-623-2845) when parts will be shipped, and shall ship parts to the Cleveland Public Library Lakeshore facility at 17001 Lakeshore Boulevard, Cleveland, Ohio 44110, Attention: Property Management.

Work shall be completed within 4-6 weeks after parts are received.

Quoted price includes all labor, material as outlined, supervision, transportation and tools. The price quoted herein is valid for (30) thirty days from the date herein.

Services other than quoted will be performed only upon your authorization.

Carrier shall not be required to identify, detect, encapsulate or remove asbestos products or materials containing asbestos or similar hazardous substances.

We appreciate the opportunity to present our proposal and we look forward to serving all your air conditioning and heating needs in the future.

Thank you for your continued interest in Carrier Commercial Service. If you have any questions, or require additional information, please call me - Cell (216) 214-6226.

Sincerely,

Mathew Barbicas

Mathew Barbicas
Service Account Manager

AGREED AND ACCEPTED:

(Cleveland Library Representative)

SIGNATURE: _____

TITLE: _____

Director

AGREED AND ACCEPTED:

(Carrier Corporation Representative)

SIGNATURE: _____

TITLE: _____

GEORGE F. EBERLEIN

SP/3/13

**Cleveland Public Library – Carrier Agreed Upon terms and conditions below.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30-day payment term. Customer is a tax exempt governmental entity and shall not be required to pay any taxes or government charges arising from this Agreement.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. destination, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation, by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy under this warranty clause.

8. WORKING HOURS- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- * Provide safe and reasonable equipment access and a safe work environment.
- * Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- * Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- * Promptly notify Carrier of any unusual operating conditions.
- * Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- * Provide adequate water treatment.
- * Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- * Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- * Operate the equipment properly and in accordance with instructions.

- * Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- * Identify and label any asbestos containing material that may be present to Customer's knowledge. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos to Customer's knowledge for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS— Except to the extent that Carrier has been the only company to perform services on the these items for Customer in the past, Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance (unless done by Carrier), vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an, equipment condition report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement, or the amount of available insurance coverage, whichever is greater.

15. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER BREACH OR NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's breach of this Agreement or non-performance provided Carrier fails to cure such breach non-performance within 14 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Carrier will be paid for all work performed up to and including the date of breach.

17. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed after Customer has been given prior written notice of non-payment and has failed to cure after

14 days , or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within the Ohio Statute of eight (8) years from the date the claim arose.

19. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDEURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Neither Customer nor Carrier may assign this Agreement only with the other party's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.