

FAIRFIELD TOWNSHIP
RESOLUTION NO. 21-55

**RESOLUTION AUTHORIZING PURCHASE OF NEW HEATING AND COOLING UNIT FOR
THE OLD SECTION OF THE POLICE DEPARTMENT, AT A TOTAL COST OF \$8,185.00.**

WHEREAS: The Police Chief has recommended the installation of this equipment to better the heating and cooling operations in the old section of the Police Building; and

WHEREAS: This will be purchased from Fund No. 2191

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the replacement of the heating and cooling unit from Perfection Group, Inc., at a total cost of \$8,185.00, attached hereto as Exhibit "A".

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 14, 2021

Board of Trustees

Susan Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 14th day of April, 2021.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director



Proposal Number: JB-62A849

Proposal Date: 04/13/2021

*Services Provided by Perfection Group, Inc. for:
Fairfield Township Ohio*

SCOPE OF WORK:

Split system replacement -

- Recover refrigerant from old system - dispose of off site in accordance to EPA regulations
- Disconnect old condenser unit - dispose of off site
- Disconnect furnace from gas, power and control wiring
- Remove olds furnace and dispose of off site
- Set new 80K Btu gas fire furnace
- Install necessary transitions
- Reconnect to power and control wiring
- Reconnect to gas supply piping
- Install new 3.5 ton condenser unit
- Reconnect to existing refrigeration line set
- Pressure test system
- vacuum to 500 microns
- Charge with virgin R410A refrigerant
- Start and check operation of unit

Notes:

1. All work to be done during normal working hours of 7:00 - 4:30 M-F
2. Access to areas to be provided as needed
3. Permits are included

The services above are governed by the terms and conditions of this proposal.



Proposal Number: JB-62A849

Proposal Date: 04/13/2021

Perfection Group, Inc. Terms and Conditions

1. Customer shall permit Perfection Group, Inc. free and timely access to areas and equipment, and allow Perfection Group, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours.
2. Perfection Group, Inc. shall not be liable for any liquidated damages except those caused by Perfection Group, Inc..
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
5. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Perfection Group, Inc. all court costs and attorneys' fees incurred by Perfection Group, Inc..
6. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against 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 in part by any active or passive act or omission of Perfection Group, Inc., anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Perfection Group, Inc..
9. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their findings. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Perfection Group, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or damage to the customer's facility, arising out of or in connection with Perfection Group, Inc.'s work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
11. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. Customer shall provide and have in force during all phases of the work, a Builders Risk Insurance policy with a maximum \$20,000 deductible..



Proposal Number: JB-62A849

Proposal Date: 04/13/2021

**Police Station split system Provided by Perfection Group, Inc. for:
Fairfield Township Ohio**

WARRANTY

Contractor warrants that all work will be performed in a workmanlike manor in accordance with generally accepted standards of construction, in compliance with the contract documents and shall be free from defects for one (1) year from date of startup or substantial completion whichever comes first. If any replacement part, new material, or new equipment furnished by Contractor is defective, and Contractor is notified of same within the one year warranty period, then Contractor shall repair or replace the defective item at no cost to Customer. The Warranty shall remain in effect for the balance of the original one (1) year warranty period. Contractor will pass through to Customer the benefits of any warranty received from the manufacturer or subcontractor. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Contractor's or Subcontractor's expense during the one (1) year warranty.

Warranty Limitation

This warranty does not include routine maintenance, e.g.: equipment cleaning, mechanical parts lubrication, testing, belt adjustment, or similar items, which can be purchased from Contractor at a discount during the warranty period. The warranty does not include overtime (warranty work will be performed during regular business hours), damage caused by voltage fluctuations, blown fuses, misuse, refrigerant loss, lightning or other acts of nature. Any warranted replacement parts furnished are warranted from the original warranty date and will not extend the warranty period. Work performed by anyone other than the Contractor or Contractor's representative voids warranty coverage.

There are no implied warranties of merchantability or fitness for a particular use for any purpose, and there are no other express or implied warranties from Contractor other than as set forth above.

If a second-year warranty is included and accepted, Contractor will extend the same benefits as described above for the first-year warranty during the second year; however, Contractor must be contracted under a separate service agreement to perform all regularly scheduled maintenance during the second-year warranty period.

Retro-Commissioning (RCX)

Retro-commissioning is the process of refurbishing select equipment and systems to extend the useful life and improve performance. This includes cleaning, calibrating, minor repairs and parts replacement and general tune up of the individual components and systems. Since RCX applies to existing used equipment, any warranty shall be limited to the manufacturer's supplied warranty on replacement parts only, no other warranty, parts, components or labor is included.

Spot Service Work:

Warranty on time and material service and repairs (Spot Service) shall be limited to the manufacture's supplied warranty on replacement parts only. No other warranty, parts, components or labor is included.



Perfection Group, Inc.
Police Station split system
prepared for:
Fairfield Township Ohio

Proposal Number: JB-62A849

Proposal Date: 04/13/2021

By:

Perfection Group; Inc.
 2649 Commerce Blvd.
 Cincinnati, OH 45241
 (513) 772-7545

And

For:

Fairfield Township Ohio
 6485 Vonnice Vale Court
 Fairfield Township, OH 45011
 Julie Vondearhar

Hereinafter: Perfection Group,
 Inc.

Hereinafter: Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

6485 Vonnice Vale Court

Perfection Group, Inc. WILL PROVIDE THE FOLLOWING TO THE CUSTOMER:

Police Station split system

Base Proposal Amount: \$8,185.00

Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from Proposal Date above.

Payment terms for all projects under \$75,000 will be 25% due on issuance of order and balance due on completion. All projects over \$75,000 will require payment for equipment at time of order and monthly progress billings with final amount due upon completion.

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. 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 Perfection Group, Inc. which is not expressed herein.

PERFECTION GROUP, INC.

Signature: Joe Burwinkel (Sales Representative) _____ Date _____

Approval Signature: Adam Edrington _____ Date _____

CUSTOMER

Julie Vonderhaar 4/15/21

 Authorized Representative Signature Date

Julie Vonderhaar, Administrative

 Name & Title (Print/Type)