

RESOLUTION NO 24-R-50

A RESOLUTION TO APPROVE ROOF TOP UNIT REPLACEMENT

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, the Roof Top Unit (RTU) above B-wing of the recreation center is original to the building at 24 years old. We budgeted to replace this HVAC unit due to ongoing issues; and

WHEREAS, RTU 1 above A-wing was recently replaced this spring was originally approved by the park board back in November of 2022 and took 18 months for manufacture and installation. Due to recent EPA changes and within manufacturing, the unit selected to replace the existing remaining Carrier is a Daiken unit; and

WHEREAS, the new unit will require a curb adapter modification as would any current selection. The budget was originally set at \$185,000. Due to recent inflation and required EPA changes, the cost of the unit has gone up approximately 50% since the item was budgeted; and

WHEREAS, the unit is part of the Omnia Cooperative Purchasing Contract # 02-91. There is currently a 26-week lead time for this unit; and

WHEREAS, staff recommended purchasing the unit from Midwest Mechanical for \$279,860; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve the roof top unit replacement to Midwest Mechanical under the Omnia Cooperative Purchasing Contract # 02-91 for \$279,860.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restate herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 21st day of August 2024.

AYES: 5

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

TINLEY PARK-PARK DISTRICT

Marie Ryan
President, Board of Park Commissioners

Attest:


Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION NO 24-R-50

LEFT BLANK ON PURPOSE PROPOSAL TO FOLLOW



Friday, August 16th, 2024

Ryan Veldman & Tim Harvey
Superintendent of Parks
Tinley Park Park District
8125 W 171 St
Tinley Park, Illinois 60477-2363

OMNIA Proposal #: 2024050900
Midwest Mechanical OMNIA Contract #: 02-91

Dear Ryan and Tim,

Midwest Mechanical proposes the replacement of your RTU-2 that serves the Tony Bettenhausen Recreation Center located at 8125 W 171st St, Tinley Park, Illinois 60477 for the Tinley Park Park District.

General

- Project Billing will include a 50% mobilization billing at the time of project booking.
- Provide necessary Project and Construction Management and coordinate all site activities associated with the project.
- Securing of permit is the responsibility of the Park District. Midwest will assist with documentation.
- Provide equipment submittals for Park District's review.
- Provide Off-site disposal for demolished HVAC equipment or turn over to the owner.
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation.
- Provide project close-out paperwork including warranty letters and operations and maintenance manuals on all equipment.
- Provide start-up and testing of the new equipment.
- Moving, storage, floor protection, equipment protection, and security of existing building furnishings, equipment, as needed to accommodate project, will be the responsibility of the Park District.
- This project includes a one-year warranty on the labor and installation of new equipment.
- **This price is guaranteed with no change orders, unless there is an owner directed scope change.**

Replacement of RTU-2

- *Currently the lead time on the RTU is 26 weeks. This is subject to change.*
- **All engineering is included.**
- **ComEd Instant Discount Included.**
- **Provide structural review.** No structural modification included. We won't know if this is acceptable until structural review is completed.
- Disconnect electrical to RTU.
- Demolition of existing curb infill/cap.



- Remove the existing unit.
- Infill the existing curbs/rails to accommodate a full perimeter curb type unit.
- Provide roofing as required. Including new piping portal.
- Provide one (1) Daikin 75-ton nominal RTU with the following features:
 - R32 refrigerant
 - Curb adaptor
 - VAV unit
 - Disconnect
 - No heat
 - Low leak economizer with modulating power exhaust
 - No smoke detectors (we assume the existing duct detectors are operational)
 - BACnet card
 - GFIC outlet
 - (4) ECM motor fan array (please note that is one fan fails, the unit will still operate with the other three fans)
 - 1-yr parts warranty
 - 2-5 year compressor parts only warranty
 - Factory Start-up
- Provide all necessary electrical modifications for proper installation, including moving the electrical into its own piping portal.
- Provide controls integration of the new unit.

Total RTU-2 Price..... \$279,860.00

The proposed scope of work does not include the following:


- Any permits or associated fees. Midwest will support the Park District in supplying necessary documentation (equipment submittals, shop drawings, etc).
- Any HVAC related work in the Park District facilities or on equipment not listed above.
- Painting.
- Asbestos abatement.
- The project does not include tax.
- Any work done on premium time.
- Structural modifications.

Midwest Mechanical greatly appreciates our opportunity to work with Tinley Park Park District and look forward to exceeding your expectations throughout the project. Please contact me if you have any questions or concerns.

Thank you for your consideration.

Sincerely,

Chad W. Powell, P.E., LEED AP
Project Sales Engineer

Accepted By: 
Date: _____



Terms and Conditions

1. Midwest Mechanical Group warrants that the workmanship, equipment and materials furnished and installed under this agreement shall be free from defects for one year (365 days) from date of installation.
2. Customer shall permit Midwest Mechanical Group free and timely access to areas and equipment and allow Midwest Mechanical Group to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Midwest Mechanical Group's normal working hours.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Midwest Mechanical Group 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. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. 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 Midwest Mechanical Group's rates then in effect) over the sum stated in this Agreement.
6. In the event Midwest Mechanical Group must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Midwest Mechanical Group all court costs and attorneys' fees incurred by Midwest Mechanical Group.
7. Any legal action relating to this Agreement, or the breach thereof, shall be commenced with one (1) year from the date of the work.
8. Midwest Mechanical Group 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 Midwest Mechanical Group'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.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Midwest Mechanical Group, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable 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 Customer, 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 Contractor.
10. Customer shall make available to Midwest Mechanical Group's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Midwest Mechanical Group expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility.
12. Midwest Mechanical Group's obligation under this proposal and any subsequent Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered Midwest Mechanical group's sole obligation will be to notify the Customer of the existence of such products and materials. Midwest Mechanical Group shall have the right thereafter to suspend its work until such products 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 Agreement price equitably adjusted.
13. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Midwest Mechanical Group be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims or customer's tenants or clients, or any special, indirect or consequential damages.