



## City Council Meeting - Final

November 20, 2023  
7:00 PM

- 
- G. **2023-223** Authorization for the replacement of The Wolfe Recreation Center PoolPak by Stephens & McRae Mechanical, LLC. (125 Fishers Mill Dr., McDonough, GA. 30252) in the amount of \$637,125.00 to be paid from the General Fund and authorize the Mayor to sign and execute all related documents. ***This item will be tabled indefinitely at staff request.***



# City of Smyrna

## Issue Sheet

A Max Bacon  
City Hall  
2800 King Street  
Smyrna, GA 30080

File Number: 2023-223

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**Agenda Date: 12/4/2023**

**In Control:** City Council

**File Type:** General ID

**Agenda Section:**  
Formal Business

**Agenda Number: B.**

**Department: Parks and Recreation**

**Agenda Title:**

Authorization for the replacement of The Wolfe Recreation Center PoolPak by Stephens & McRae Mechanical, LLC. (125 Fishers Mill Dr., McDonough, GA. 30252) in the amount of \$637,125.00 to be paid from the General Fund and authorize the Mayor to sign and execute all related documents.

***Citywide***

**ISSUE AND BACKGROUND:**

The City of Smyrna sought a quote to replace the current PoolPak at The Wolfe Adult Recreation Center due to consistent failure of the system, due to age and use.

Stephens & McRae recommend a new unit in order to continue service to the pool.

Stephens & McRae will provide labor and material to replace PoolPak after demo of existing PoolPak and pool water boiler.

**RECOMMENDATION / REQUESTED ACTION:**

Park and Rec recommends authorization for the replacement of The Wolfe Recreation Center PoolPak by Stephens & McRae Mechanical, LLC. (125 Fishers Mill Dr., McDonough, GA. 30252) in the amount of \$637,125.00 to be paid from the General Fund and authorize the Mayor to sign and execute all related documents.



**Stephens & McRae Mechanical LLC**  
PO Box 1593 McDonough, GA 30253  
Phone: 770-914-8813  
Fax: 770-376-6880  
www.smmechanicalllc.com  
GA Reg. CN210898

## QUOTE

### PREPARED BY:

Kris Stephens  
Service Specialist, Co-Owner

PO Box 1593 McDonough, GA 30253  
Phone: 770-298-3487  
Email: Kris@smmechanicalllc.com

### FOR:

Jodi Mills  
City of Smyrna-Wolfe Adult Recreation Center  
and Therapy Pool  
884 Church St Smyrna, GA 30080  
678-631-5540  
jmills@smyrnaga.gov

### DESCRIPTION OF LOCATION:

PoolPak

### DESCRIPTION OF WORK:

Stephens & McRae Mechanical LLC to provide labor and material to replace PoolPak by: demo out existing PoolPak & pool water boiler, remove existing duct work transitions, recovery refrigerant from PoolPak, demo external refrigerant piping, set new PoolPak on existing pad, set new condenser & run new water piping, set new boiler with external holding tank for proper cycling, pressure test all piping, install new duct work transitions for supply & returns, connect existing electrical, preform factory start-up & commissioning is included.

Please note the following specs regarding the new PoolPak:

#### **PoolPak (PPK-120 with remote condenser)**

One (1) PoolPak System complete with:  
PPK-120 (30 ton System)

#### General Features

ETL listed and factory tested.

Integral A/C dry cooler

Top supply and Top return connections

#### Cabinet:

Horizontal Discharge

Double-wall casing with 2" fiberglass insulation - galvanized steel construction

Interior and exterior corrosion protection zinc phosphate primer and silicone polyester top coat

Hinged access doors

OA Inlet motorized damper and filter

Purge/economizer motorized damper

#### Fan Systems:

Direct-driven SWSI plenum type supply fan(s) with spring isolation

Purge and exhaust blower shall have EC Motors

Direct-driven vane axial exhaust fan(s) for both exhaust and economizer

TEFC supply fan motor(s)

Airflow proving switch

#### Heating System:

Electric Heater with modulating control

#### Cooling Features:

Scroll compressors

Filter driers and high/low pressure switches for each circuit

DX cooling coil with TXV metering device. - Electrofin E-Polymer Coating

Aluminum and powder coat painted drain pan

Modulating hot gas reheat system. - Electrofin E-Polymer Coating

Air-cooled condenser (Remote mounted)

Internal double wall vented pool water heating condenser - Titanium



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### Filtration:

2" MERV 13 pleated filters

### Controls:

Unit mounted DDC Controllers to maintain cooling, heating and dehumidification modes of operation

Unit-mounted and wired outside air and return air temperature and humidity sensors

Wall mounted user interface devices (mounted and wired by other in mechanical room)

Bacnet IP or MSTP interface

Please note a 20% deposit of \$127,425.00 is required to place the order for the new PoolPak unit.

### QUOTE:

#### Parts/Labor/Material(s)

**\$637,125.00**

Prepayment 20%

**\$127,425.00**

### ACCEPTANCE:

Please confirm acceptance of this quote by completing the below and returning it by email.

City of Smyrna-Wolfe Adult Recreation  
Center  
Jodi Mills  
Recreation Services Superintendent

Stephens & McRae Mechanical, LLC

Kris Stephens  
Service Specialist, Co-Owner

Kris Stephens  
Kris Stephens (Oct 18, 2023 09:36 EDT)

**Oct 18, 2023**

Signature

Date

Signature

Date

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT STEPHENS & MCRAE MECHANICAL, LLC OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CITY OF SMYRNA .

### TERMS AND CONDITIONS:

#### General/Services by Stephens & McRae Mechanical, LLC

- The above quoted is valid for 30 days from today: **October 18, 2023.**
- Stephens & McRae Mechanical, LLC shall only perform the Services identified in this Quote. Stephens & McRae Mechanical, LLC is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Quote. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.
- Stephens & McRae Mechanical, LLC shall perform the Services during its local, normal working hours, unless otherwise stated in this Quote.

#### Responsibilities of Customer

- Customer, without cost to Stephens & McRae Mechanical, LLC, shall:
  - Designate a contact person with authority to make decisions for Customer regarding the Services and provide Stephens & McRae Mechanical, LLC with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and Stephens & McRae Mechanical, LLC will, in its reasonable discretion, act accordingly;
  - Provide or arrange without cost all reasonable provisions, means and access for Stephens & McRae Mechanical, LLC to the Covered Equipment;
  - Permit Stephens & McRae Mechanical, LLC to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
    - Furnish Stephens & McRae Mechanical, LLC with all available information pertinent to the Services;



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- Obtain and furnish to Stephens & McRae Mechanical, LLC all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Stephens & McRae Mechanical, LLC has expressly agreed in writing to obtain;
- Maintain the Services site in a safe condition; notify Stephens & McRae Mechanical, LLC promptly of any site conditions requiring special care; and provide Stephens & McRae Mechanical, LLC with any available documents describing the quantity, nature, location and extent of such conditions;
- Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Stephens & McRae Mechanical, LLC has expressly agreed in this Agreement to give;
- Provide Stephens & McRae Mechanical, LLC with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
  - Furnish to Stephens & McRae Mechanical, LLC any contingency plans related to the site;
- Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained herein is proprietary to Stephens & McRae Mechanical, LLC and Customer shall not disclose or otherwise make it available to others.
- Customer acknowledges that it is now and shall be at all times in control of the Services site. Stephens & McRae Mechanical, LLC shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Stephens & McRae Mechanical, LLC's work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Stephens & McRae Mechanical, LLC is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Stephens & McRae Mechanical, LLC is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Stephens & McRae Mechanical, LLC from voluntarily addressing such issues, in the event Stephens & McRae Mechanical, LLC does make observations, reports, suggestions or otherwise regarding such issues, Stephens & McRae Mechanical, LLC shall not be liable or responsible for same.
- Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

### Compensation

- Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the scope section of the Document. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
  - (a) Emergency Services performed at Customer's request; (b) Services performed other than during Stephens & McRae Mechanical, LLC's normal working hours; and (c) Service performed on equipment not covered by this Quote.
- Stephens & McRae Mechanical, LLC shall invoice Customer, after described work is completed. Invoices are due and payable within 30 calendar days. If any payment is not received when due, Stephens & McRae Mechanical, LLC may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer shall pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse Stephens & McRae Mechanical, LLC's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify Stephens & McRae Mechanical, LLC in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to Stephens & McRae Mechanical, LLC.
- Except to the extent expressly identified in this Agreement, Stephens & McRae Mechanical, LLC's fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse Stephens & McRae Mechanical, LLC for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Stephens & McRae Mechanical, LLC with a valid exemption certificate or permit and indemnify, defend and hold Stephens & McRae Mechanical, LLC harmless from any taxes, costs and penalties arising out of same.

### Changes; Delays; Excused Performance

- As the Services are performed, conditions may change or circumstances outside Stephens & McRae Mechanical,



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LLC's reasonable control (such as changes of law) may develop which require Stephens & McRae Mechanical, LLC to expend additional costs, effort or time to complete the Services, in which case Stephens & McRae Mechanical, LLC shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, Stephens & McRae Mechanical, LLC shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

- Stephens & McRae Mechanical, LLC shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Stephens & McRae Mechanical, LLC shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Stephens & McRae Mechanical, LLC incurs due to such circumstances.

### Warranties; Disclaimers; Limitation of Liability

- Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by Stephens & McRae Mechanical, LLC hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by Stephens & McRae Mechanical, LLC. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty.
- Any claim under the limited warranties granted above must be made in writing to Stephens & McRae Mechanical, LLC within thirty (30) days after discovery of the claimed defect unless discovered directly by Stephens & McRae Mechanical, LLC. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. As to the Equipment, Customer's sole and an exclusive remedy for any Equipment found to be defective during the warranty period is repair or replacement of the parts or components found to be defective.