

RESOLUTION NO.: 107- 2024

INTRODUCED BY: Mayor Thomas and All of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH SILCO FIRE & SECURITY THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE AND INSTALLATION OF A NEW FIRE ALARM SYSTEM FOR THE CITY'S COMMUNITY CENTER.

WHEREAS, the City's Community Center, being a place of public assembly, is in need of a wet fire protection system;

WHEREAS, pursuant to the City Charter, this Council may authorize expenditures in excess of twenty-five thousand dollars without public bidding through participation in the cooperative purchasing programs of political subdivisions, including the State of Ohio Department of Administrative Services' Cooperative Purchasing Program;

WHEREAS, Council has previously authorized cooperative purchasing through the competitive bids obtained by the State of Ohio Department of Administrative Services Cooperative Purchasing Program, nka "OhioBuys";

WHEREAS, the City has received a quote from Silco Fire & Security under OhioBuys ID# 0000132651 to provide a new wet fire alarm system for the total price of \$148,105.00, as set forth in the quote dated June 13, 2024, attached hereto as Exhibit A, and the cost of this purchase and installation will come from Community Development Block Grant funds awarded to the City.

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 Silco Fire & Security for the purchase and installation of a new wet fire alarm system for the City's Community Center under the terms and conditions as set forth in its proposal of June 13, 2024, attached hereto as Exhibit A, in an amount not to exceed \$148,105.00, plus a 10% contingency amount, if needed.

Section 2: The funds necessary for the purchase and installation work authorized in Section 1 of this Resolution shall come from Fund No. 401-7150-54350 Capital Improvement Fund – Recreation Center and be reimbursed from Community Development Block Grant Funds which have been awarded to the City.

Section 2: 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.

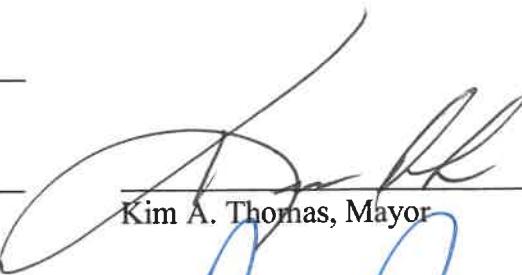
Section 3: This Resolution shall take effect and be in force from and after its passage and approval by the Mayor

PASSED: July 23, 2021

APPROVED: July 23, 2021

ATTEST: Tracey Blair

Tracey Blair
Clerk of Council


Kim A. Thomas, Mayor

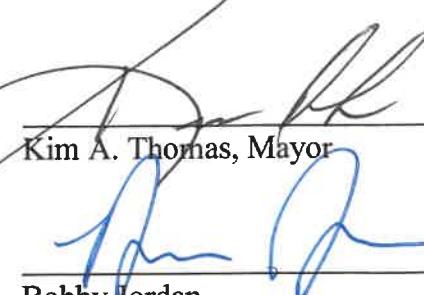

Bobby Jordan
President of Council

EXHIBIT A



Silco Fire & Security

13015 York Delta Dr.
N. Royalton OH 44133
216-252-3851 office
330-701-5107 Cell
bplues@silcofs.com

June 13, 2024

Richmond Heights Community Center
27285 Highland Road
Rachel Gardiner
216-486-2987
rgardiner@richmondheightsohio.org

Summary: Provide new wet fire sprinkler system for existing building, including lower level and first floor areas. New 4 inch fire line installed from outside existing water main to lower level storage room, new fire line to penetrate existing block wall. Provide antifreeze sprinkler protection for unheated north entrance ramp, outside canopy and mechanical room area above first floor utility room.

STARTING POINT: Work to start at existing city water main, located approximately 50ft from exterior building wall. Inside wet sprinkler work to start at new incoming water fire line flange located in lower level.

MATERIAL: Provide and install all necessary equipment to complete new fire protection system installation. This includes backflow preventors, control valves, riser check valve and trim, alarm devices for sprinkler riser, drain valves, antifreeze solution, expansion tank, black steel piping, fittings, sprinkler heads in brass upright style at exposed ceilings and chrome pendants or sidewalls for finished ceiling areas. New outside post indicator control valve on fire line and new FDC connection located on front of building exterior wall.

FREIGHT: Provide all freight and delivery of material, tools, and equipment, and provide necessary handling and distribution.

DESIGN AND DRAWINGS: Will provide drawings and submittals for review and work permit based on existing building structure including current ceiling and floor plan.

WORKING HOURS: Work hours based on Monday thru Friday 7:30am-4pm

THE FOLLOWING ITEMS ARE EXCLUDED FROM OUR PROPOSAL:

Weekend work hours
Outside water vault (Should not be required due to distance from new water tap to inside building)
Permit or Plan review fees
Remote FDC-To be located on building exterior wall
Painting of sprinkler piping
Electrical or alarm type of work
Grass seeding or restoration of blacktop (Will backfill up to required sub grade)
Sales Tax
Kitchen hood fire suppression work

Total price for:

Material, Labor (Davis & Bacon wage requirements), Engineering with final acceptance testing = 148,105.00

***Ohio Buys ID# 0000132651 ***

Sincerely,

**Bill Plues
Sprinkler Projects
Silco Fire and Security
330-701-5107 Cell
216-252-3851 Office
bplues@silcofs.com
www.silcofs.com**

Silco Fire & Security (Updated 6/26/2023)

Terms & Conditions

1. **Payment Terms (Subject to Credit Approval):**
 - 50% Deposit with Progress Billing. Deposit must be received before equipment is ordered. Progress invoices due on receipt.
2. The quoted price is valid for 30 days. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. Changes in scope and or design will be billed separately, including any AHJ required changes.
4. If delays caused by others exceed 60 days and affect Silco's ability to procure parts at the original quoted price, Silco reserves the right to adjust pricing.
5. If the Customer cancels the project or a portion of the project, Customer agrees to pay for work performed and material restocking fees. Material restocking fees are 30%, except where materials cannot be returned, in which case material restocking fees are 100%.
6. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
7. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
8. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
9. Regarding signal strength surveys performed for Bi-Directional Amplifier Systems (BDAs), survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of services proposed by Silco.
10. For total flood clean agent fire suppression systems, sealing of room is critically important: it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
11. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers.
12. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
13. Installation cannot begin until plans are approved by the authority having jurisdiction. Silco will notify the customer when permit has been issued.
14. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
15. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. **REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.** For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
16. **LIMITATIONS OF LIABILITY:** Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended

inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.

17. **WARNING & ADDITIONAL LIMITATION OF LIABILITY:** All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Printed Name/ Title)

Silco Fire & Security- Richmond Heights Community Center