RESOLUTION NO.: 101-2025
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHI CORPORATION FOR THE INSTALLATION OF FIBER FOR THE DEPARTMENT OF PUBLIC SERVICE.

WHEREAS, the Director of Public Service has advised that the City is in need of professional services to install new fiber for the Department of Public Service;

WHEREAS, the City has received a quote from Chi Corporation in Cleveland, Ohio to provide such services at a total cost of $16,623.00, as set forth in the quote attached hereto as Exhibit A;

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 Chi Corporation for professional services to install new fiber for the Department of Public Service at a cost not to exceed $16,623.00, as set forth in the quote attached hereto as Exhibit A, under such terms and conditions as are approved by the Director of Law.

Section 2: The Director of Finance is authorized to appropriate funds from Fund # 401-7150-54360 for the cost of the agreement authorized in Section 1.

Section 3: 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 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____ _____
Kim A. Thomas, Mayor

ATTEST: _____ _____
Tracey Blair, Clerk of Council Bobby Jordan, President of Council

23632641 _2

EXHIBIT A

QUOTE

CHI CORPORATION
John Thome Jr
5265 Naiman Parkway
Cleveland, OH 44139
440-498-2300 x223
jthome@chicorporation.com

DATE July 22, 2025
EXPIRATION DATE August 21, 2025
Quote number

To: City of Richmond Heights
Rudolph Hilliard
26789 Highland Road
Highland Heights, OH 44143
(216) 383-6312
rudolph.hilliard@richmondheightsohio.org

Ship To:

CONSULTANT	SHIPPING METHOD	DELIVERY	SHIPPING TERMS F.O.B ORIGIN	PO NUMBER	PAYMENT TERMS	TAXABLE
John Thome Jr.	TBD	Best Way	ASK FOR FREIGHT QUOTE		N30	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Professional Services		
1	Materials	Materials	$3,182.00	$3,182.00
1	Labor	Labor	$4,091.00	$4,091.00
1	Bore	Boring	$9,350.00	$9,350.00
		Provide labor and material for the following Directional bore from utility pole on opposite side of Chardonview Pull 12 Strand OS2 Singlemode Fiber through pipe to enclosure on outside of building Leave coil at utility pole long enough to reach fiber splice point roughly 10' from pole Terminate building end of fiber at demarc in wall mount LIU Patch to ISP Switch Notes: All work to be done during normal business hours Quote assumes location of utility splice point to be 10' from pole		
			SUBTOTAL	$16,623.00
			SALES TAX	
			TOTAL	**$16,623.00**

Quotation prepared by: B Hardt-Jr / J Thome

Orders are subject to Chi Corporation terms and conditions

To accept this quotation and order sign here and return: _____

FAX NUMBER 440-498-2301

THANK YOU FOR THE OPPORTUNITY TO PROVIDE A QUOTATION!

CHI CORPORATION

TERMS AND CONDITIONS OF SALE OF GOODS, LICENSES, OR SERVICES

1. APPLICABILITY OF TERMS AND CONDITIONS. These terms and conditions shall govern and control all sales of goods, including licenses, and/or services by Chi Corporation, an Ohio corporation ("Chi"), unless otherwise expressly agreed to in a writing which has been executed and delivered by an authorized agent of Chi. Terms and conditions contained in Buyer's purchase order, or any other writing which Buyer manifests its intent to purchase, that are different from, in addition to or in conflict with or otherwise vary the terms herein are hereby objected to and shall not be binding on Chi. The terms of this agreement may only be amended, changed or modified by a written agreement which has been executed and delivered by Chi and Buyer and which expressly states that it is an amendment hereto. If, for any reason, Chi's quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to the terms herein, which assent shall be evidenced by the earlier of Buyer's acceptance of products purchased from Chi or any other performance by Buyer hereunder. Chi will proceed to sell goods, licenses and/or services only if Buyer assents to the terms and conditions contained herein.

2. ORDERS AND PRICES. Unless otherwise specifically agreed in writing by Chi, all prices are in U.S. Dollars. Chi reserves the right to correct errors in specifications or prices, due typographical, clerical, or engineering errors or because of incomplete or inaccurate information from Buyer. Chi may refuse to accept any purchase order for any reason.

3. FINANCIAL RESPONSIBILITY. Notwithstanding any provision herein to the contrary, Buyer's creditworthiness is at all times subject to approval of Chi, and should Chi, in its sole discretion, become insecure as to Buyer's ability to pay hereunder, Chi may require payment in advance or satisfactory security or guarantee that invoices will be paid promptly when due. If Buyer fails to comply with any terms of payment, Chi may withhold any future deliveries, for which it has not received payment, and/or terminate this Agreement, and any unpaid amount thereupon shall be due and owing hereunder shall be paid by Buyer immediately.

4. TERMS. All payments shall be made without any discounts, deductions or setoffs. Payment by check shall be deemed effected only after such check has been cleared and the amount of the check irrevocably credited to Chi's account. Chi shall be entitled to interest, on any amounts not paid when due, from the date due at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law. Buyer shall be liable for all costs and expenses collection costs incurred by Chi, including, without limitation, reasonable attorneys' fees.

5. CANCELLATION. If Buyer cancels any order or any portion thereof within 3 days prior to the ship date of such order, Buyer shall pay Chi upon cancellation of such order, a cancellation fee in an amount equal to 25% of the price of the order or portion of the order that was canceled.

6. SHIPMENT FREIGHT AND DELIVERY. All prices for products are, and all purchases by Buyer shall be delivered, F.O.B. any plant or warehouse of Chi or such other point of origin as Chi shall designate. Possession of product shall be deemed to pass to Buyer upon delivery to the F.O.B. point. Buyer assumes all risk of damage or loss of product upon delivery to F.O.B. point. Transportation and insurance charges related to shipment of product shall be paid by Buyer. All expenses and charges caused by Buyer and which arise out of the reshipment or rerouting products purchased by Buyer, including, but not limited to, its failure to accept delivery of or pay for such products, shall be paid by Buyer to Chi on demand. All purchase orders with a ship-to-location outside the United States are required to be accompanied or preceded by all necessary documentation to enable Chi to obtain prior to the requested ship date, an export license and any other licenses, permits or approvals which may be necessary with respect to each product ordered. Any specified shipment date or dates are estimates only. Time shall not be deemed of the essence unless specifically agreed in writing.

7. SECURITY INTEREST. Chi shall have, and Buyer hereby grants to Chi, a purchase money security interest in all products purchased by Buyer and any proceeds there from to secure the purchase price thereof. In the event Buyer fails to pay all or any portion of the purchase price when due, then Buyer shall be in default under this agreement and Chi shall have, in addition to any other rights or remedies provided by law, all of the rights or remedies of a secured party under the Uniform Commercial Code as adopted in the State of Ohio and/or the state(s) where any goods sold hereunder or the Buyer are located. Upon the request of Chi, Buyer shall take such action as Chi may deem necessary appropriate to perfect, maintain, record or otherwise assure to Chi the foregoing security interest including, without limitation, the execution and delivery to Chi of such financing statements or additional security agreements as Chi may request. In countries where other security arrangements are common like retention of title, Chi shall have, and Buyer hereby grants to Chi such other purchase money security interests or prolonged retention of title all goods furnished hereunder.

8. ACCEPTANCE. Buyer's acceptance of products shall be deemed to have occurred 10 days after delivery of products to Buyer and any claim by Buyer with respect to any shortages, defects or nonconformities is deemed waived by Buyer unless made in writing to Chi within 10 days after such delivery.

9. TAXES. Chi's prices do not include, and Buyer shall be responsible for, the payment of all local, state, federal and foreign, excise, sales, use, property, personal property and other taxes, fees, assessment, duties, tariffs or charges applicable to the performance of the agreement other than taxes imposed upon or measured by Chi's income. Such taxes and other assessments, fees and charges as Chi is obligated to collect will be added by Chi to the purchase price of products and invoiced to and paid on demand by Buyer. Buyer shall defend, indemnify and hold Chi harmless from and against any and all such taxes, fees, and other such amounts including without limitations, any cost, expense, attorneys fees, interest or penalty assessed against or incurred by Chi as a result of Buyers failure to pay any such taxes, fees or other such amounts.

10. WARRANTY AND DISCLAIMERS OF WARRANTY. Chi makes no warranties with regard to goods or licenses manufactured or sublet by others furnished hereunder other than that it has the right to enter into this agreement and furnish the goods, license and/or services hereunder. Chi only agrees to assign to Buyer the warranties provided by the manufacturer of goods or the licensor. There are no warranties with goods or software that have been subject to abuse, misuse, misapplication, neglect, alteration, modification or accident, to improper or incorrect installation or maintenance, or to abnormal conditions of use, temperature, moisture, dirt, or corrosive matter. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OF PURPOSE OR NONINFRINGEMENT. BUYER AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE GOODS AND/ON THE LICENSOR OF SOFTWARE PROVIDED HEREUNDER AND NOT TO JOIN CHI IN ANY CLAIM, ACTION, OR PROCEEDING RELATED THERETO. IT IS SPECIFICALLY AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY.**

11. LIMITATION OF REMEDY. **BUYER'S REMEDY HEREUNDER SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF ANY DEFECTIVE GOODS OR SOFTWARE OR A REFUND OF THE AMOUNTS PAID TO CHI FOR ANY ALLEGEDLY DEFECTIVE PRODUCT, LICENSED SOFTWARE, OR SERVICES. BUYER MAY NOT ASSERT ANY CLAIMS ACTIONS OR PROCEEDINGS MORE THAT ONE (1) YEAR AFTER DELIVERY.**

12. LIMITATION OF LIABILITY. **UNDER NO CIRCUMSTANCES SHALL CHI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOSS OF DATA, BUSINESS INTERRUPTION, DELAY DAMAGES, OR FOR LOST PROFITS, EVEN IF CHI HAS BEEN MADE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL CHI BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY BUYER HEREUNDER FOR ANY ALLEGEDLY DEFECTIVE OR NON COMPLYING GOODS, SOFTWARE OR SERVICES.**

13. NOTICES. Any notice to Chi required or permitted hereunder shall be deemed delivered if in writing and served by personal delivery or received by registered or certified mail with return receipt requested to Chi at the following address: Chi Corporation, 5200 Nelman Pkwy. Cleveland Ohio 44130, Attn Secretary.

14. FORCE MAJEURE. **CHI SHALL NOT BE LIABLE FOR ANY DEFAULT OR DELAY IN PERFORMANCE WHEN SUCH DEFAULT OR DELAY RESULTS, DIRECTLY OR INDIRECTLY FROM FIRE, FLOOD, WAR, EMBARGO, STRIKE, RIOT OR THE INTERVENTION OF ANY GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND CHI'S CONTROL, OR FOR ANY CLAIMED BASED ON ANY ACT OR OMISSION OF, OR DEFECT IN ANY GOODS OR SOFTWARE MANUFACTURED, CREATED OR PROVIDED BY A THIRD PARTY.**

15. ARBITRATION. All disputes, claims or controversies arising between the parties relating to or arising from this Agreement, and/or the goods, licenses, or services provided hereunder, shall be finally settled by arbitration held in Cleveland, Ohio under the applicable Commercial Rules of, and administered by, the American Arbitration Association. The arbitrator, or if a panel, the chair, shall be an attorney experienced in the computer software and information technology industry. The parties agree that such arbitration shall be final and binding upon them and may be enforced by any court of proper jurisdiction. Notwithstanding the foregoing, Chi, at its option, may bring a lawsuit to recovery any unpaid amounts due and owing to Chi hereunder.

16. GOVERNING LAWS. This Agreement and all other contracts between the parties relating to any products, whether now existing or hereafter arising, shall be governed by and interpreted in accordance with the laws of the State or Ohio, USA, exclusive of the laws relating to conflicts of law. Any action, suit or proceeding brought by Buyer and permitted under this agreement shall be venued in the United States District Court for the Northern District of Ohio or any of the courts of Cuyahoga County, in the State of Ohio.

17. SEVERABILITY. If any provision of this agreement, or any portion of any such provision, is held to be unenforceable or invalid then such provision shall be reformed so that it is enforceable to the maximum extent permitted by law. If such provision cannot be reformed such provision shall be deemed severed from this Agreement and the remaining provisions and portions shall nevertheless continue to be enforceable and valid and shall be carried into effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18. NO RETURN, NO CANCELLATION POLICY. The offer stated in the Quote is expressly conditioned on your agreement that any purchase orders placed are non-cancellable and, except as specified under the terms of the Limited Warranty (defined herein) non-returnable (the "NCNR Terms"). The NCNR Terms expressly supersede the terms of any agreement between you and Chi Corporation and/or a Chi Corporation affiliate or any other party related to your purchase of the products, services and support covered by the Quote (the "Products"). Your purchase of the Products is subject to the NCNR Terms and, unless you have executed a separate written agreement with Chi Corporation with respect to the specific Product(s) covered by the Quote, the terms set forth below. If you have executed such a separate written agreement, the terms of that written agreement shall apply but shall be superseded to the extent contrary or inconsistent by the NCNR terms stated in the Quote, and to the greatest extent permissible, any order hereunder shall be subject to the NCNR Terms, notwithstanding anything to the contrary in any ordering document or accompanying communication you may submit with your order.

19. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties with respect to the subject matter covered by the Agreement. This agreement supersedes and cancels all previous representations, arrangements, agreements and understandings, written or oral, express or implied, if any, by and between the parties with respect to the subject matter covered by the Agreement.