

RESOLUTION NO.: 88-2024
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH SILCO FIRE & SECURITY FOR THE EMERGENCY PURCHASE OF A NEW FIRE ALARM REPLACEMENT SYSTEM FOR THE POLICE STATION.

WHEREAS, the City's fire alarm system in its Police Station is failing and for that reason the station has been placed on a fire watch as of the week of May 27, 2024;

WHEREAS, this emergency situation has just arisen and the administration has received a proposal from Silco Fire and Security to install a new fire alarm system for the Police Station for a total price of \$29,350.00,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council hereby determines that the replacement of the fire alarm system in the City's Police Station constitutes an emergency requiring the immediate purchase of a replacement system without competitive bidding; and, therefore, the Mayor is authorized to enter into an emergency purchase agreement with Silco Fire and Security for the provision of a replacement fire alarm system for the police station under the terms and conditions as set forth in its proposal of May 29, 2024, attached hereto as Exhibit A in an amount not to exceed \$29,350.00.

Section 2: The funds necessary for the purchase authorized in Section 1 of this Resolution shall come from Fund No. 221-1250-54100

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

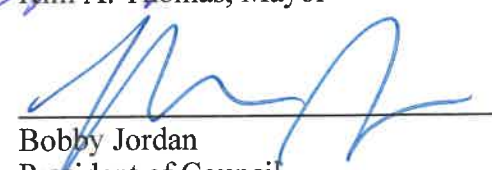
PASSED: June 11, 2024

APPROVED: June 11, 2024

ATTEST: Tracey Blair
Tracey Blair
Clerk of Council



Kim A. Thomas, Mayor



Bobby Jordan
President of Council

EXHIBIT A



May 29, 2024

City of Richmond Heights – Police Department
27201 Highland Road
Cleveland, OH 44143
Attn: Sgt. Greg Patterson

Fire Alarm Replacement System – Proposal

SCOPE of WORK:

Silco Fire & Security will install a new fire alarm system for Richmond Heights Police Department. New system will replace the existing Simplex panel with non-proprietary Silent Knight system. All existing cabling is expected to be in working condition and will be reused. If any is found to be non-functioning, then a change order is subject to occur. New fire panel will require new devices. Those devices counts are based upon plans provided and Silco's walkthrough. Silco is not adding or subtracting any number of devices. Annunciator panels will be replaced.

A new cellular dialer will be installed for monitoring purposes. New monitoring company to be Dynamark. Silco will require a list of contacts prior to installation. A permit is required and that cost is not included. Silco will design a new fire alarm system for approval and that is included in cost of the project. A cost for monthly monitoring and inspection is included below the initial system installation.

SYSTEM COMPONENTS

- 1 - Silent Knight SK6700 panel with cellular communicator
- 3 - Remote Annunciators
- 15 - Horn Strobes
- 18 - Strobes
- 8 - Addressable Dual Action Pull Stations
- 30 - Smoke Detectors
- 6 - Intelligent Relays
- 2 - Monitor Modules
- 3 - Duct Smoke Detectors and Key Remote Test Switch
- 1 - Remote Power Supply
- 1 - Labor, fire alarm plan design, testing, and installation

System Investment \$29,350.00 (tax excluded; permit excluded) (X) _____

MONTHLY TOTALS

Fire Alarm – Monthly Monitoring \$40.00 / Month (\$480 annual) (X) _____
Fire Alarm – Annual Inspection \$540 annual (X) _____

Additional Notes:

Should you have any questions, regarding this proposal, please call me at 724-813-3616, or email me at jfahot@silcofs.com.

To proceed with this quote, simply print it, initial or circle the option you wish to have, sign it at the designated area below and scan back to my attention.

Once we have received the signed proposal and 50% deposit, we can order your equipment and schedule a time for the install.

* * * *

Silco Fire & Security – Proposal for City of Richmond Heights – Police Department

May 29, 2024

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 and does not include permit cost. 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 Customer's 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 supersede 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)