

RWB
11/6/19

RESOLUTION NO. 2019- 158

A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH RAPID FIRE PROTECTION INC. ADTECH ALARM, IN THE AMOUNT OF \$29,250.00, AND AUTHORIZING TIMOTHY A KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs wishes to enter into a contract with Rapid Fire Protection Inc. Adtech Alarm, in the amount of \$29,250.00, for the Rock Springs Historical Museum Fire Alarm Upgrade project; and,

WHEREAS, the Governing Body of said City has said Contract before it and has given it careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to accept and approve said Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Contract with Rapid Fire Protection Inc. Adtech Alarm, in the amount of \$29,250.00, for the Rock Springs Historical Museum Fire Alarm project, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of said City; and that the City Clerk be, and he is hereby, authorized and directed to attest said Contract and to attach a certified copy of this Resolution to each duplicate original of said Contract.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Mayor

Attest:

City Clerk



Rapid Fire Protection Inc

Adtech Alarm

1530 Samco Rd. Rapid City, SD 57702
Phone: 605.348.2342 Fax: 605.348.0108



Date: 9/26/19
Attn: Travis Turner
Maintenance Supervisor
Subject: Rock Springs Historical Museum Fire Alarm Upgrade

Scope:

1. Provide the devices, approved design, removal of existing device, installation of new devices, as-built drawings for owner and programming and commissioning for a new addressable fire alarm system per proposed design from existing fire alarm drawings.

Exclusions/Clarifications:

1. Our proposal does not include patching or painting of building walls, floors or ceilings. This work will be by others.
2. Please allow approximately three to five weeks for delivery from time of acceptance.
3. Our proposal includes all shipping/handling, taxes and city permit and review fees.
4. Our proposal includes all fire alarm equipment, approved field installation drawings, removal of existing devices and installation of new devices, programming of the main fire alarm panel, final system checkout, system certification, owner operating instructions and set of as-built drawings for owner.
5. Our proposal includes installation of fire alarm control panel, wire, or wiring and installation of the fire alarm field devices.
6. Our proposal does not include extra wire or materials due to existing wire or wiring being non-functional. If the conditions of the existing wire or wiring are non-functional and will be required to be replaced, this will be a change to the base proposal.
7. We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.
8. **DISCLAIMER:** Modifications to the original scope that are requested by an Authority Having Jurisdiction, owner, general contractor, or architect will be done at an additional cost. Additional work will not commence until approved in writing.

Our price complete for the above scope of work is **\$29,250.00 (Twenty-Nine Thousand Two Hundred Fifty Dollars).**

Sincerely,

ADTECH Alarms

Cole Swanson

Accepted by _____

Date _____



Rapid Fire Protection/Adtech

1530 Samco Road - Rapid City, SD 57702
Phone: 605.348.2342 - Fax: 605.348.0108



This agreement is made this 31st day of October 2019, by and between City of Rock Springs and Adtech to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

Owner:
City of Rock Springs
201 B St
Rock Springs WY 82901

Contractor:
Rapid Fire Protection Inc./ Adtech
1530 Samco Rd
Rapid City SD 57702

Project: A678- Rock Springs Historical Museum

Article 1

Contract Payment: The Owner agrees to pay the Contractor for satisfactory performance of the Contractor's Work in the sum of **\$29,250** (Twenty-nine Thousand Two Hundred and Fifty Dollars and Zero Cents).

Progress payments shall be made to the Contractor for Work satisfactorily performed no later than thirty (30) days after receipt by Owner.

Article 2

Scope of Work: Contractor agrees to commence Contractor's Work herein described upon notification by Owner, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Owner. This shall include all labor and material necessary or incidental to complete the work for the Project as specified in: **Exhibit A**

Article 3

Schedule of Work: Time is of the essence.

Article 4

Changes: Owner, without nullifying this Agreement, may direct the Contractor in writing to make changes to the Contractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the contract documents.

Article 5

Failure of Performance: Should the Contractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Owner's written or oral notice, then the Owner, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to the Contractor, who shall be liable for payment of the same, including reasonable overhead, profit and attorney's fees.



Rapid Fire Protection/Adtech

1530 Samco Road - Rapid City, SD 57702
Phone: 605.348.2342 - Fax: 605.348.0108



Article 6

Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Owner's Officers, directors, members, consultants, agents, and employees and the Design Professional (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself. The indemnification shall extend to claims resulting from performance of the Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Contractor or any of its agents, employees or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of the Contractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

Article 7

Insurance: See attached, **Exhibit B**

Article 8

Warranty: Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

Article 9

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

City of Rock Springs

Owner

Rapid Fire Protection Inc./ Adtech

Contractor

By: _____

By: _____

Print Name & Title

Print Name & Title

EXHIBIT B

INSURANCE REQUIREMENTS

Project: _____

Location: _____

Subcontractors shall obtain insurance listed below. A Certificate of Insurance must be submitted on an Accord form naming, Rapid Fire Protection, Inc. as the certificate holder. The following limits are required:

COMMERCIAL GENERAL LIABILITY

Each Occurrence Limit	\$1,000,000
General Aggregate Limit with Per Project Aggregate	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

AUTOMOBILE

Combined Single Limit	\$1,000,000
-----------------------	-------------

WORKERS COMPENSATION

Statutory	
Employers Liability	\$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease – Each Employee

UMBRELLA LIABILITY

Each Occurrence Limit	\$1,000,000
Aggregate	\$1,000,000

ADDITIONAL INSURED/WAIVER OF SUBROGATION

Rapid Fire Protection, Inc. shall be named as an additional insured on a **Primary and Non-Contributory** basis as respects General Liability per form CG 2010 1001 & CG2037 1001, Auto Liability and Umbrella Liability coverage's. A Waiver of Subrogation in favor of Rapid Fire Protection, Inc. shall be included on the General Liability, Auto Liability and Workers Compensation policies.

A firm 30 day cancellation notice is required.

A sample certificate is attached. A Certificate of Insurance must be provided to the Contractor showing compliance with these requirements prior to the return of the subcontract agreement.

This page has been left blank intentionally.