

#### 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	
Attest:		Mayor	
City Cle	erk		



# 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:

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.
- 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 <u>City of Rock</u> Springs and <u>Adtech to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.</u>

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.

Locations in: Bismarck, ND Casper, WY Cheyenne, WY Denver, CO Rapid City, SD Salt Lake City, UT

## ADTECH FIRE ALARM & SECURITY

## 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.

#### <u>Article 7</u>

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	Rapid Fire Protection Inc./ Adtech
Owner	Contractor
By:	Ву:
Print Name & Title	Print Name & Title

#### **EXHIBIT B**

## **INSURANCE REQUIREMENTS**

Project:	
Location:	
Subcontractors shall obtain insurance listed belo submitted on an Accord form naming, Rapid Fir holder. The following limits are required:	w. A Certificate of Insurance must be e Protection, Inc. as the certificate
<b>COMMERCIAL GENERAL LIABILITY</b>	
Each Occurrence Limit General Aggregate Limit with Per Project Aggre Products/Completed Operations Aggregate Limit	\$1,000,000 gate \$2,000,000 t \$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	\$300,000 Disease — Lach Employee
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.

#### ACORD.

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the cert	terms and conditions of the policy, ifficate holder in lieu of such endors	certa seme	ain po nt(s)	olicies may require an en	dorsen	nent. A stateı	ment on this	certificate does not con	fer righ	ts to the
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Your Insurance Agency Name & Address					PHONE FAX					
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6	ENERAL LIABILITY	X	X	12345	8	11/1/14	11/1/15	EACH OCCURRENCE	\$1,000	-
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
-	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$5,000	
-								PERSONAL & ADV INJURY	\$1,000,000	
_								GENERAL AGGREGATE	\$2,000,000	
G	SEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000	,000
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A	UTOMOBILE LIABILITY	Х	X	12345		11/1/14	11/1/15	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000
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	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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				,					\$	
	X UMBRELLA LIAB OCCUR	Х	Х	12345		11/1/14	11/1/15	EACH OCCURRENCE	\$1,000	,000
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CERTIFICATE HOLDER				CANC	ELLATION					
Rapid Fire Protection Inc							ESCRIBED POLICIES BE CA			
1530 - 1805 Samco Road				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Rapid City, SD 57702				ACCOUNT HE FOLIOT PROVIDIONS.						
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