

# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5568

### A RESOLUTION MAKING NECESSARY TRANSFERS BETWEEN CERTAIN FUNDS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 5705.14 of the Ohio Revised Code, the Council deems it necessary to make certain transfers between the various Funds of the City for the fiscal year ending December 31, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Director of Finance be authorized to make the following transfers between certain funds of the City:

<u>From</u>	<u>Transfer</u>	<u>To</u>
General Fund 1100830.43010	\$172,500.00	Community Center Recreation Fund R2400820.09110
General Fund 1100830.43090	\$37,500.00	Compensated Absences Fund R2100820.09110
General Fund 1100830.43120	\$94,000.00	Fire Department Fund R2900820.09110
General Municipal Improvement Fund 4800171.43040	\$182,028.00	General Bond Retirement Fund R3100820.09120
General Municipal Improvement Fund 4800171.43030	\$7,789.00	Ohio Public Works Commission Fund R4600820-09160
Building & Improvements Fund 4900171.43040	\$414,307.00	General Bond Retirement Fund R3100820-09130
	<b>\$908,124.00</b>	

**SECTION 2.** The Director of Finance be, and is hereby authorized to make payments from any of the foregoing transferred funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

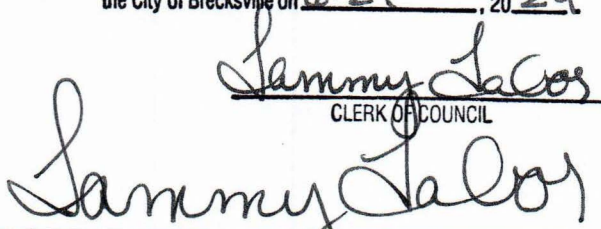
**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same is related to the daily operation of a municipal department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5568 duly passed by the Council of the City of Brecksville, Ohio, on 6-18, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 6-21, 2024.

PASSED: June 18, 2024

APPROVED: June 18, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL



**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5569**

Resolution No. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE PROPOSAL OF  
SILCO FIRE & SECURITY FOR A FIRE ALARM  
SYSTEM FOR THE VEHICLE STORAGE BUILDING,  
THE VEHICLE MAINTENANCE BUILDING AND THE  
SERVICE GARAGE; AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The proposal of Silco Fire & Security for a Fire Alarm System for the Vehicle Storage Building, the Vehicle Maintenance Building and the Service Garage in an amount not to exceed thirty-five thousand, sixty-three dollars and sixty-six cents (\$35,063.66) as set forth in their proposal dated June 3, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

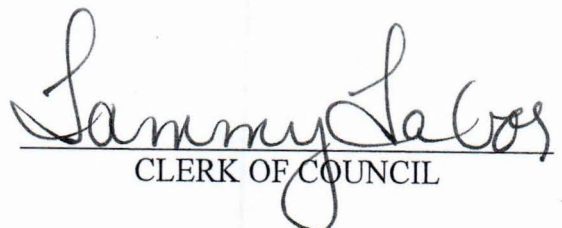
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

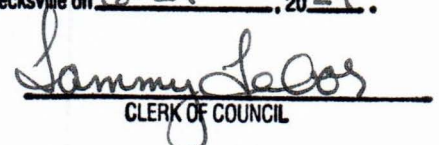
PASSED: \_\_\_\_\_ June 18, 2024

APPROVED: \_\_\_\_\_ June 18, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5569 duly passed by the Council of the City of Brecksville, Ohio, on 6.18, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 6.21, 2024.

  
\_\_\_\_\_  
CLERK OF COUNCIL



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

5719

Ordinance No. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE PURCHASE OF AMMUNITION FOR USE BY THE POLICE DEPARTMENT FROM VANCE'S LAW ENFORCEMENT AND KIESLER POLICE SUPPLY THROUGH THE STATE OF OHIO ADMINISTRATIVE SERVICES PURCHASING PROGRAM; AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the provisions contained in Section 125.04 of the Ohio Revised Code, the City of Brecksville deems it cost effective to purchase certain equipment through the State of Ohio, Administrative Services Purchasing Program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the State of Ohio, Department of Administrative Services - State Purchasing, through its authorized vendors, Vance's Law Enforcement and Kiesler Police Supply, and specifically State Contract #RS900319, for the purchase of the following ammunition for use by the Police Department:

Vance's Law Enforcement

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>AMOUNT</u>
Winchester .38 Spl	4/500 rds	\$157.80	\$ 631.20
Winchester 9mm Luger	100/500 rds	\$133.65	<u>\$13,365.00</u>
		SUB TOTAL	\$13,996.20

Kiesler Police Supply

FEDEAE223	50 Case	\$233.00	\$11,650.00
FEDELE12GA	2 Case	\$185.00	370.00
SPEER 9MM	10 Case	\$460.00	4,600.00
SPEER 223REM	10 Case	\$335.00	<u>3,350.00</u>
SUB TOTAL	\$19,970.00		

**GRAND TOTAL     \$33,966.20**

**SECTION 3.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**ORDINANCE RECORD**  
COUNCIL OF THE CITY OF BRECKSVILLE  
5719

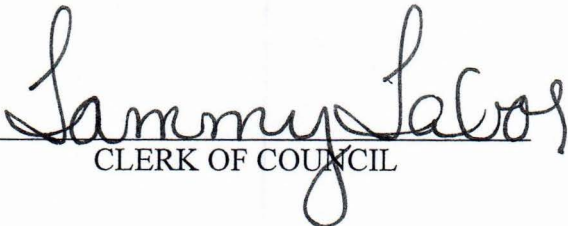
Ordinance No. \_\_\_\_\_

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Police Department's need for ammunition, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

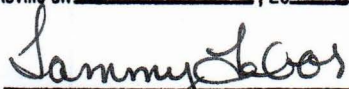
PASSED: \_\_\_\_\_ June 18, 2024

APPROVED: \_\_\_\_\_ June 18, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5719 duly passed by the Council of the City of Brecksville, Ohio, on 6.18, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 6.21, 20 24.

  
\_\_\_\_\_  
CLERK OF COUNCIL



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5716

**AN ORDINANCE TO AMEND ORDINANCE NO. 5666,  
MAKING APPROPRIATIONS FOR CURRENT  
EXPENSES OF THE CITY OF BRECKSVILLE  
DURING THE FISCAL YEAR ENDING  
DECEMBER 31, 2024, MAKING NECESSARY  
APPROPRIATION AND REVENUE ADJUSTMENTS;  
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** That the Director of Finance be authorized to increase appropriations in the Building and Improvements fund.


35,064.00 Building Improvements

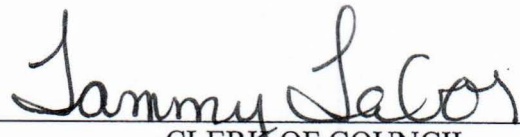
C4900170-32020

**SECTION 2.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.


PASSED: June 18, 2024

APPROVED: June 18, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5716 duly passed by the Council of the City of Brecksville, Ohio, on 6-18, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 6-21, 2024

  
\_\_\_\_\_  
CLERK OF COUNCIL



**DATE:** June 3, 2024

**FROM:** Wes Huston  
Silco Fire & Security  
330-284-3590 [whuston@silcofs.com](mailto:whuston@silcofs.com)

**SUBJECT:** Brecksville Maintenance Shop Building – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

**Scope of Work: Base Bid**

This is a "Design Build" and "Turnkey" proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 1 smoke detectors, 8 heat detectors, 1 cell unit, 1, document box, 2 pull stations, 3 horn-strobe notification appliances, 1 strobe-only notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See "General Clarifications" for more information.

**Bill of Materials: Base Bid**

Description	PN	QTY
Fire-Lite ES-50XP Addressable Fire Alarm Control Panel	ES-50x	1
Fire-Lite SD365 Addressable Photoelectric Smoke Detector	SD365	1
Fire-Lite H365 Addressable Heat Detector	SD365R	8
Fire-Lite BG-12LX Dual Action Addressable Pull Station	BG-12LX	2
Wall Strobe System Sensor	SRLED	1
Wall Horn/Strobe System Sensor	P2RLED	3
Weatherproof Horn-Strobe Wall	P2RK	1
StarLink	StarLink1	1
Document Box - Per Code	SAE SSU00961A	1
Surge Suppressor (ac power) - Per Code	DTK-120HW	1
Surge Suppressor ( SLC ) - Per Code	DTK-2LVPLV	1

**Base Bid Pricing** ..... **\$10,064.95 + Permit**

**Continued Scope Clarifications:**

**Silco Fire & Security IS responsible for the following:**

- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on the scope requested. (Sold as Freight On Board)
- Performing the scope of work described in this proposal during normal working hours, Monday through Friday, 8am – 4:30pm. Labor outside of this range can result in additional charges.
- Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
- **Warranty on new equipment and workmanship.**
- Installation of 120v A/C required to supply the power to fire alarm panel.
- System training must be scheduled in advance with the project manager. Training will consist of one session.
- **Proposed as a single-phase project.**
- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on our preliminary design. If additional devices are required based on our final design, these will be furnished at an additional charge.





**Silco Fire & Security IS NOT responsible for the following:**

- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with biohazard disposal and extra time required to work in this type of environment.
- The conformance to any Authority Having Jurisdiction or life safety standards as they apply to the scope of the project.
- Any additional devices required by the Authority Having Jurisdiction.
- Shipping damages and delays not caused by Silco Fire and Security.

**General Clarifications**

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.
- Prior to the start of work, Silco Fire & Security shall be informed in writing by the owner of any hazardous material issues that may be encountered on-site.
- Customer to provide the necessary wall space for mounting control panels and power supplies.
- Pre-test must be completed prior to final check out.
- Any cost for elevator sub to be on site or testing of elevators are to be covered by the owner.
- Systems must be clear of all "Trouble" signals prior to final check out.
- Systems will require monitoring for final check out.
- Record of completion must be awarded / completed prior to final check out.
- Silco Fire & Security will require 72-hour notice for work performed.

**Terms & Conditions**

1. Payment Terms (Subject to Credit Approval):
  - 50% down 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 the 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

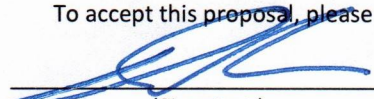




(sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.

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 a 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 the 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](http://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)

6/18/24  
\_\_\_\_\_  
(Date)

Daryl Kingston, Mayor





**DATE:** June 3, 2024

**FROM:** Wes Huston  
Silco Fire & Security  
330-284-3590 [whuston@SilcoFS.com](mailto:whuston@SilcoFS.com)

**SUBJECT:** Brecksville Service Garage – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

**Scope of Work: Base Bid**

This is a “Design Build” and “Turnkey” proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 4 smoke detectors, 8 heat detectors, 1 cell unit, 1, document box, 3 pull stations, 4 horn-strobe notification appliances, 3 strobe-only notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See “General Clarifications” for more information.

**Bill of Materials: Base Bid**

Description	PN	QTY
Fire-Lite ES-50XP Addressable Fire Alarm Control Panel	ES-50x	1
Fire-Lite SD365 Addressable Photoelectric Smoke Detector	SD365	4
Fire-Lite H365 Addressable Heat Detector	SD365R	8
Fire-Lite BG-12LX Dual Action Addressable Pull Station	BG-12LX	3
Wall Strobe System Sensor	SRLED	3
Wall Horn/Strobe System Sensor	P2RLED	4
Weatherproof Horn-Strobe Wall	P2RK	1
StarLink	StarLink1	1
Document Box - Per Code	SAE SSU00961A	1
Surge Suppressor (ac power) - Per Code	DTK-120HW	1
Surge Suppressor (SLC) - Per Code	DTK-2LVPLV	1

**Base Bid Pricing** ..... **\$10,868.71 + Permit**

**Continued Scope Clarifications:**

**Silco Fire & Security IS responsible for the following:**

- The attached Bill of Material is Silco Fire & Security’s estimate of required devices based on the scope requested. (Sold as Freight On Board)
- Performing the scope of work described in this proposal during normal working hours, Monday through Friday, 8am – 4:30pm. Labor outside of this range can result in additional charges.
- Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
- **Warranty on new equipment and workmanship.**
- Installation of 120v A/C required to supply the power to fire alarm panel.
- System training must be scheduled in advance with the project manager. Training will consist of one session.
- **Proposed as a single-phase project.**
- The attached Bill of Material is Silco Fire & Security’s estimate of required devices based on our preliminary design. If additional devices are required based on our final design, these will be furnished at an additional charge.





**Silco Fire & Security IS NOT responsible for the following:**

- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with biohazard disposal and extra time required to work in this type of environment.
- The conformance to any Authority Having Jurisdiction or life safety standards as they apply to the scope of the project.
- Any additional devices required by the Authority Having Jurisdiction.
- Shipping damages and delays not caused by Silco Fire and Security.

**General Clarifications**

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.
- Prior to the start of work, Silco Fire & Security shall be informed in writing by the owner of any hazardous material issues that may be encountered on-site.
- Customer to provide the necessary wall space for mounting control panels and power supplies.
- Pre-test must be completed prior to final check out.
- Any cost for elevator sub to be on site or testing of elevators are to be covered by the owner.
- Systems must be clear of all "Trouble" signals prior to final check out.
- Systems will require monitoring for final check out.
- Record of completion must be awarded / completed prior to final check out.
- Silco Fire & Security will require 72-hour notice for work performed.

**Terms & Conditions**

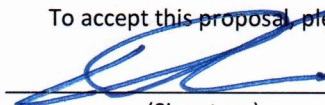
1. Payment Terms (Subject to Credit Approval):
  - 50% down with progress Billing. Deposit must be received before equipment is ordered. Progress invoices due on receipt.
2. The quoted price is valid for 30 days and **does not include** permit cost. Silco will provide design, submittal package, permitting, 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.
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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.
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  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 a 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 the 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](http://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)

6/18/24  
\_\_\_\_\_  
(Date)

Daryl Kingston, Mayor



EXHIBIT "A"



DATE: June 3, 2024
FROM: Wes Huston, Silco Fire & Security, 330-284-3590 whuston@silcofs.com
SUBJECT: Brecksville Vehicle Storage Building – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work: Base Bid

This is a "Design Build" and "Turnkey" proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 2 smoke detectors, 24 heat detectors, 1 cell unit, 1, document box, 4 pull stations, 4 horn-strobe notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See "General Clarifications" for more information.

Bill of Materials: Base Bid

Table with 3 columns: Description, PN, QTY. Lists items like Fire-Lite ES-50XP Addressable Fire Alarm Control Panel, Fire-Lite SD365 Addressable Photoelectric Smoke Detector, etc.

Base Bid Pricing ..... \$14,130.00 + Permit

Continued Scope Clarifications:

Silco Fire & Security IS responsible for the following:

- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on the scope requested. (Sold as Freight On Board)
Performing the scope of work described in this proposal during normal working hours, Monday through Friday, 8am – 4:30pm. Labor outside of this range can result in additional charges.
Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
Warranty on new equipment and workmanship.
Installation of 120v A/C required to supply the power to fire alarm panel.
System training must be scheduled in advance with the project manager. Training will consist of one session.
Proposed as a single-phase project.
The attached Bill of Material is Silco Fire & Security's estimate of required devices based on our preliminary design. If additional devices are required based on our final design, these will be furnished at an additional charge.





#### **Silco Fire & Security IS NOT responsible for the following:**

- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with biohazard disposal and extra time required to work in this type of environment.
- The conformance to any Authority Having Jurisdiction or life safety standards as they apply to the scope of the project.
- Any additional devices required by the Authority Having Jurisdiction.
- Shipping damages and delays not caused by Silco Fire and Security.

#### **General Clarifications**

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.
- Prior to the start of work, Silco Fire & Security shall be informed in writing by the owner of any hazardous material issues that may be encountered on-site.
- Customer to provide the necessary wall space for mounting control panels and power supplies.
- Pre-test must be completed prior to final check out.
- Any cost for elevator sub to be on site or testing of elevators are to be covered by the owner.
- Systems must be clear of all "Trouble" signals prior to final check out.
- Systems will require monitoring for final check out.
- Record of completion must be awarded / completed prior to final check out.
- Silco Fire & Security will require 72-hour notice for work performed.

#### **Terms & Conditions**

1. Payment Terms (Subject to Credit Approval):
  - 50% down 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.
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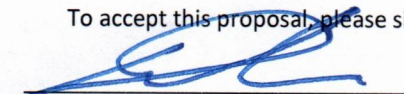


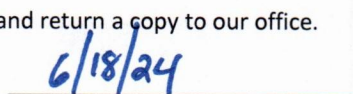


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(Signature)

  
\_\_\_\_\_  
(Date)

Daryl Kingston, Mayor