

# THE CITY OF



# OWATONNA

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DATE: April 5, 2021  
TO: Mayor and City Council, City Administrator  
FROM: Jenna Tuma, Director of Parks and Recreation  
Aaron Fitzloff, Facility Manager  
SUBJECT: Merrill Hall Fire Alarm Panel and Device Upgrades

**Purpose:** Accept bid from LVC for the Merrill Hall fire alarm panel and device upgrades.

**Background:** The current fire panel is over 25 years old and beyond its lifecycle making diagnosing issues challenging. By upgrading the fire panel and devices the system will be fully addressable providing timely trouble shooting and accurate monitoring. The project includes a new panel and devices – smoke detectors and strobes.

We received two bids for this project:

- LVC \$15,713
- Custom Alarm \$16,900

**Budget Impact:** The Fire Alarm Panel project is on the approved 2021 Capital Improvement Plan for \$30,000. The LVC bid is 47% under budget. One reason for the substantial cost savings is due to the model selected which is a step down from a higher grade but is the same model we currently use in other Owatonna buildings.

**Staff Recommendation:** Staff recommends awarding the bid to LVC.



Wednesday, February 10, 2021

Re: Merrill Hall Owatonna – Fire Alarm System Replacement

**Scope**

This proposal is a budget to replace the fire alarm system at Merrill Hall in Owatonna. LVC will replace the obsolete panel and devices with the Notifier Fire Warden Fire Alarm System and Line of Detection. Fire Warden has proven to be more than capable of meeting the needs of this application and provides cost savings over the previously specified ONYX Series.

Pricing is based on a one-for-one swap of the existing fire alarm system and devices as referenced in a site visit and provided information from Aaron Fitzloff with device counts. LVC will adopt existing circuits and presume they are in good working order.

**Components**

LVC will provide the labor, materials, wire, programming, drawings, and testing to install the following:

- 1 Notifier FireWarden NFW-100X Fire Alarm Panel
- Replace 46 Smoke Detectors with Firewarden Detectors
- Replace 32 Heat Detectors with Firewarden Detectors
- Replace 9 Horn/Strobes (To insure Synchronization)
- Replace 12 Manual Pull Stations with Firewarden Pull Stations

**Fire Alarm Base Scope as Detailed \$14,713.00**

**Electrician Allowance**

LVC will provide the labor, materials, wire, programming, drawings, and testing to install the following:

- Electrician Work related to fire alarm panel swap

**Electrician Scope as Detailed \$1,000.00**

**GENERAL TERMS AND CONDITIONS**

- Pricing is valid for 30 days from the date of this proposal unless otherwise noted.
- Others to provide LVC Companies a secure area onsite for staging and material storage once job commences.

Fire & Life Safety | Fire Suppression | Fire Extinguishers | Video Surveillance | Structured Cable | Access Control | 24 Hour Service

**MINNESOTA**  
 Minneapolis 952-835-4600  
 Rochester 507-281-4600  
 Hibbing 218-262-2484  
 International Falls 218-286-1141  
 Crosby 218-259-2135  
 Alexandria 320-219-6633

**WISCONSIN**  
 Eau Claire 715-688-4600

**ARIZONA**  
 Tempe 480-967-0800

- LVC Companies will provide labor between normal business hours of 6:00 a.m. – 4:00 p.m. All installation work will be performed during normal business hours unless otherwise mentioned. Overtime premiums are not included in this proposal. During the project, LVC Companies may elect to schedule its work in such a way to meet deadlines.
- Any scope changes by customer or from work outside this scope will result in additional costs. A change order process will be presented for approval before any additional work will be performed.
- The design and/or intent of the items listed in this system specification is considered intellectual property, is owned by LVC Companies and will not be disclosed to any other party, other than those intended by LVC Companies. Disclosure of this design/intent will subject the discloser to Consultant and Design fees.
- Material tax and freight costs are included.
- Permits required for fire alarm system are included in proposal.
- Lift cost is not included in proposal unless otherwise noted.
- A processing fee of 3% will be added to all credit card payments.

## TESTING AND WARRANTY

- As built drawings will be provided for owner/customer for all work under this proposal when required.
- LVC will provide a 1-year warranty commencing on date of beneficial use of the equipment installed. Proposal is based on a single phase for demolition work and for completion for occupancy. Additional phases for occupancy will require a change order.
- Fire alarm testing includes one (1) pre-test, one (1) final acceptance test with AJH.
- LVC Companies will require sufficient lead-time to order parts, schedule, and complete the submittal and permitting process.
- Proposal is based on a single phase for demolition work and for completion for occupancy. Additional phases for occupancy will require a change order.

## BUSINESS CLARIFICATIONS

- LVC will re-use existing circuitry. Additional pricing will be needed if wire needs to be replaced for whatever reason.
- LVC Companies is not responsible for any repairs of sheet rock, ceiling tile, tile grid, or any superficial material, including paint, wall covering, paneling wood, steel studs, access hatches or any non-supporting structure material as related to completing the installing of the system.
- LVC Companies will provide all design submittal documents and plans upon receipt of CAD files by others at no additional cost to LVC Companies.
- All programming and panel terminations to be done by LVC Companies, Inc. except where noted above.

### Fire Alarm Monitoring

- Two POTs lines terminating at the FACP for fire alarm monitoring to be provided by others. This must be completed prior to any testing of the fire alarm. LVC Companies wishes to engage with the end-user to provide required 24/7 fire alarm monitoring.

Otherwise, others to provide central station services with corresponding account numbers and phone numbers. LVC Companies will furnish and install an RJ31X.

- LVC Companies can provide other methods of communicating with a central station, such as IP, cellular, or radio. Additional cost will apply to install communication transmitters other than those using POTs lines.
- LVC Companies offers the end-user 1-year of fire alarm monitoring **at no additional cost** if a multi-year contract is negotiated between LVC Companies and the end user.

## STANDARD TERMS AND CONDITIONS

### FINANCIAL

1. No provision of this proposal/contract shall serve to void our rights under the Mechanic's Lien Laws.
2. We do not accept back charges that have not been previously agreed to by us in writing.
3. Late payments of 60 days or more will bear interest at the standard prevailing commercial rate.
4. Unless otherwise specified, you will be billed 30% of the project immediately after receiving your order. Prompt payment is required to order parts and cover other costs associated with getting the project started.
5. Progress billing will be issued monthly and unless specified in a separate contract, all payments are due net 30.
6. Nothing in this proposal/contract shall be construed to require us to continue performing work if we do not receive timely payment for properly performed work and suitable stored materials.
7. We retain title to all equipment unless installation is complete and all payments due to LVC Companies have been paid in full. We reserve the rights to retake possession of the same or any part thereof at your cost if default is made by you in payment. If customer fails to follow the payment schedule included or if LVC Companies anticipates customer may be unable to perform, LVC Companies may terminate this contract, defer, discontinue or suspend work, or demand adequate insurance of customers ability to perform according to this agreement. If the customer's account must be placed with an attorney for collection, whether a lawsuit is filed, or if the services of an attorney are required to protect LVC Companies interest, Customer agrees to pay all collection costs, including reasonable attorney fees.
8. Alterations or modifications of the original quotation or specifications, including changes in quantity, material, design or other features must be communicated in writing by Customer to LVC Companies and accepted in writing by LVC companies with the understanding that changes may affect pricing. Customer shall be liable for and reimburse LVC Companies for any and all work in progress at the time of receiving notice of changes.

### SITE CONDITIONS AND WORK PERFORMANCE

1. We are not responsible for protection of our work in place.
2. We will dispose of debris created by our work into owner-supplied trash bins or container at the site.
3. You shall furnish and make available to us at the worksite, reasonable storage and parking facilities and convenient access to our work areas.
4. You shall provide uncluttered and safe access for us to perform our work. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on an 8-hour day and 40 hours per week basis. This proposal/contract does not include provision for overtime work unless otherwise stated. Additional charges to the contract shall be made for mutually agreed changes.
5. All work will be done during the normal business hours of 6:00 a.m. – 4:00 pm, Monday - Friday unless otherwise noted.
6. We are not responsible for delays or defaults for causes of any kind that are beyond our control, including but not limited to the delays or defaults of architects, the owner, the contractor, any subcontractors, other third parties, civil disorders, labor disputes and Act of God. We shall be entitled to equitable adjustments for any such delays.
7. If any drawings, illustrations or descriptions are furnished with this proposal/contract, they are approximate and are submitted only to show the general style, arrangement and dimensions of the equipment offered.

#### WARRANTY

1. There are no warranties that extend beyond LVC Companies designs and stated specifications. LVC Companies specifically excludes all warranties expressed or implied, including any implied warranty of merchantability, warranty of fitness, implied warranty of design and all other implied warranties. Customer's sole remedy in any action at law based hereunder (other than an action based on breach of warranty, which warranties are expressly excluded except a set for herein), shall be limited to the repair or replacement of non-conforming goods or parts, or at LVC Companies option, refund of the applicable quote. In no event shall LVC Companies be responsible for any consequential or economic damages or loss, lost profits or consequential damages for personal injury. Customer agrees that this provision is conscionable.
2. Warranty only covers the repair or replacement of any parts supplied by LVC Companies and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to Not In Contract (NIC) Equipment. NIC Equipment is defined as any equipment not supplied by LVC Companies or existing equipment that is re-used. The trouble-shooting, repair or replacement of NIC Equipment will be provided by LVC Companies on a time and materials basis.
3. LVC Companies is not an insurer of customers risks and exposure. LVC Companies shall not be liable for any failure to perform under this agreement due to any Act of God, Force Majeure, or any other causes beyond LVC Companies' control. LVC Companies shall not be liable for any loss or damage caused in whole or in part from negligence, fault or wrongful act of the customer or any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are or may be transferred to any other party as a third-party beneficiary.
4. LVC Companies' total liability is limited to the contract price as a matter of law. This limitation does not apply to fraud, willful injury or willful violation of the law.

#### OTHER

1. This proposal/contract, including the provisions printed above and any specifications and other provisions attached hereto, when accepted by your and LVC Companies, shall constitute the contract between us. All prior representations and agreements not incorporated herein are superseded by this version. Any terms or conditions contained in any other proposal, purchase order or other communication are expressly rejected and shall not bind LVC Companies or affect or invalidate any terms herein. Terms and agreements shall not be modified except upon LVC Companies' express written agreement.
2. This proposal/contract shall be interpreted and governed by the laws of the State of Minnesota. Any disputes arising from business conducted herein shall be venued in the state of Minnesota. In case of dispute, the prevailing party will be awarded reasonable attorney fees.
3. The design and/or intent of the items listed in this system specification is considered intellectual property, is owned by LVC Companies and will not be disclosed to any other party, other than those intended by LVC Companies. Disclosure of this design/intent will subject the discloser to Consultant and Design fees.
4. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire or directly contract services with any employee who performs services without the written consent of LVC

- Companies.
5. This represents LVC's notice to you that the system(s)/devices(s) listed on the face of this agreement as temporarily or permanently disconnected. They are no longer in service and cannot detect, perform and/or report occurrences or transmit signals.
  6. This represents LVC's notice to you that items(s) listed on the face of this agreement may have been removed from your property to be repaired or replaced at your request. As such areas of your system may no longer be in service and cannot detect, perform and/or report occurrences or transmit signals.
  7. Customer represents that, except to the extent that LVC has been given written notice of the following hazards prior to the execution of this agreement, to the best of the customers knowledge, none of the following hazards are present in the location where work is being performed:
    - a. Permit confined space as defined by OSHA, or space in which work must be performed that because of its location contents of work or activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen deficient atmosphere may occur.
    - b. Risk of infectious disease
    - c. Need for air monitoring, respiratory protection or other medical risk
    - d. Asbestos, asbestos containing material, formaldehyde or other potentially toxic or hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the building where work is required to be performed under this agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". LVC shall have the right to rely on representation as listed above. If hazardous conditions are encountered by LVC during the course of our work, the discovery of such conditions will constitute an event beyond our control and LVC will have no further obligation to perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by LVC. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the covered system(s) and/or during performance of the services. Said materials shall at all times remain the responsibility of the customer. LVC shall not be responsible for the testing, removal or disposal of such hazardous materials.

Customer agrees to indemnify, hold harmless and defend LVC Companies against all losses, damages, costs – including expert fees, reasonable defense expenses, arising from any and all third-party claims for personal injury, death, property damage or economic loss. This specifically includes any damages resulting from the exposure of workers to hazardous conditions, whether or not the customer pre-

*Chad Newberg*

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<u>Authorization to Proceed</u>	
Customer Signature	
Printed Name	Date
P.O. and Total Amount	