

**Emergency Resolution to Authorize a Contract with Guardian Fire Protection Services LLC to Replace Emergency Lights in the James R. Cousins Jr. Municipal Center
R-04-2015**

**City Council of the City of Glenarden, Maryland
2015-2016 Legislation**

Resolution No: R-04 -2015
Introduced By: Maxine Phifer, Council President
Co-Sponsors: At the Request of the Administration
Session: Regular Session
Date of Introduction: September 14, 2015

Emergency Resolution to Authorize a Contract with Guardian Fire Protection Services LLC to Replace Emergency Lights in the James R. Cousins Jr. Municipal Center

WHEREAS, the Council of the City of Glenarden has determined that it is in the public interest to maintain fire safety in City facilities; and

WHEREAS, the James R. Cousins Jr. Municipal Center recently underwent a fire safety inspection from the Prince Georges County Fire/EMS Department Fire Prevention Unit; and

WHEREAS, the City received a Correction Order requiring it to ensure all exit lights, emergency exit white lights and emergency white lights are working and operating properly in the James R. Cousins, Jr. Municipal Center before the next inspection; and

WHEREAS, multiple emergency lights and batteries need to be replaced in order to comply with the aforementioned Correction Order; and

WHEREAS, the Prince Georges County Fire/EMS Department Fire Prevention Unit will re-inspect the James R. Cousins Jr. Municipal Center facility on September 30, 2015; and

WHEREAS, due to the necessity to complete the repairs before September 30, 2015, the Council has determined that an emergency exists that justifies an exception, under Section 826 of the City Charter, to the competitive bidding process otherwise required by Section 818 of the Charter.

WHEREAS, the City has obtained at least three quotations from competent and qualified vendors for the services in question and Guardian Fire Protection Services LLC, submitted the lowest quote among competitors; and

WHEREAS, Guardian Fire Protection Services LLC has provided acceptable service to the City of Glenarden and other Maryland jurisdictions at competitive rates; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 14th day of September, 2015 as follows:

Emergency Resolution to Authorize a Contract with Guardian Fire Protection Services LLC to Replace Emergency Lights in the James R. Cousins Jr. Municipal Center

R-04-2016

Page 2

1. That an emergency exists that justifies an exception to the competitive bidding process otherwise required by Section 818 of the Charter.
2. That the quote with Guardian Fire Protection Services LLC, in substantially the form attached as Exhibit A, be and it is hereby approved for a not to exceed price of Four Thousand Two Hundred Eighty-Eight Dollars and Forty-Five Cents (\$4,288.45).
3. That the Mayor be and is authorized to sign a contract agreed upon between the City and Guardian Fire Protection Services LLC.
4. That the contract amount shall be paid from the General funds/Gold Room.
5. This Resolution shall take effect immediately upon passage.

Date Approved: September 15, 2015 City Council of Glenarden

ATTEST:

Toni Taylor
Toni Taylor, Council Clerk

Maxine E. Phifer
Maxine Phifer, President, At Large

James A. Herring
James Herring, Vice Chair, Ward I

Elaine A. Carter
Elaine A. Carter, Councilwoman, Ward II

Judy C. Diggs
Judy Diggs, Councilwoman, At Large

Deborah A. Eason
Deborah A. Eason, Councilwoman, Ward II

**Emergency Resolution to Authorize a Contract with Guardian Fire Protection Services
LLC to Replace Emergency Lights in the James R. Cousins Jr. Municipal Center**

R-04-2016

1 Page 3

2

3

4

5

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7

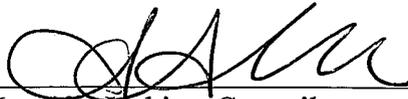
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9 Votes:

10 Yes -6-

11 No -0-

12 Abstain -1-



Jennifer Jenkins, Councilwoman, Ward III



Carolyn Smallwood, Councilwoman, Ward I



GUARDIAN FIRE PROTECTION SERVICES

Single Source / Simplicity / Peace of Mind

From
Guardian Fire Protection Services LLC
 7668 Standish Place
 Rockville MD 20855
 (301) 840-7100

Quote No. 0089277
 Type Repair
 Prepared By Jermaine Boyd
 Created On 07/29/2015
 Valid Until 08/29/2015

Quote For
JAMES R COUSINSJR MUNICIPALCTR
 8600 GLENARDEN PKWY
 GLENARDEN MD 20706
 (301) 322-7645

Description of Work

Thank you for giving Guardian Fire Protection Service, Inc. the opportunity to service your fire protection needs. This proposal is being presented based on a recent inspection.

The modifications will be performed in accordance with the attached contract documents for the equipment located at:

JAMES R COUSINS JR MUNICIPAL CTR
8600 GLENARDEN PKWY
GLENARDEN, MD 20706

Please feel free to call me with any questions or to process the following proposal.

Services to be completed

[Emergency / Exit Lights] Location - Building

Furnish necessary labor and material to do the following:

- Replace (2) standard emergency light units
- Replace (2) standard combo light units
- Replace (1) 6volt 7AH battery
- Replace (5) 6volt 5AH batteries
- Replace (1) small emergency light bulb
- Replace (4) Lithonia model #ELM 627 units (special order item)
- Replace (2) Emergi Lite-Pro 2 units (special order item)
- Replace (2) Chloride system units (special order item)

Parts, labor, and fees	Quantity	Price	Total
standard emergency light units	2	\$227.00	\$454.00
GRAND TOTAL			\$4,288.45

Parts, labor, and fees	Quantity	Price	Total
standard combo light units	2	\$353.00	\$706.00
6volt 7AH battery	1	\$59.95	\$59.95
6volt 5AH batteries	5	\$59.95	\$299.75
small emergency light bulb	1	\$9.75	\$9.75
Lithonia model #ELM 627 units (special order item)	4	\$392.50	\$1,570.00
Emergi Lite-Pro 2 units (special order item)	2	\$242.00	\$484.00
Chloride system units (special order item)	2	\$352.50	\$705.00
GRAND TOTAL			\$4,288.45

Terms and Conditions

GENERAL TERMS TO EQUIPMENT REPAIR AGREEMENT

- LIMITATION OF REPAIR SERVICES** GUARDIAN FIRE PROTECTION SERVICES, LLC (COMPANY) OR ITS SUBCONTRACTOR (COLLECTIVELY THE COMPANY) AGREES TO REPAIR OR REPLACE ONLY THE EQUIPMENT IDENTIFIED ON THE ATTACHED SCOPE OF WORK/SERVICES TO BE COMPLETED SECTION OF THIS AGREEMENT. COMPANY WILL NEITHER REPAIR NOR REPLACE ANY OTHER EQUIPMENT AT THE PREMISES. ONCE THE CONTRACTED-FOR REPAIR OR REPLACEMENT IS COMPLETED, COMPANY WILL INSPECT AND TEST ONLY THE EQUIPMENT WHICH IT REPAIRED OR REPLACED. COMPANY WILL NOT INSPECT OR TEST ALL OF THE EQUIPMENT AT THE PREMISES ADDRESS, UNLESS SEPARATELY CONTRACTED IN WRITING TO DO SO. IT IS THE CUSTOMER'S RESPONSIBILITY TO MAKE THE PREMISES ADDRESS AVAILABLE TO COMPANY DURING NORMAL BUSINESS HOURS (8:00 A.M. TO 5:00 P.M.) SO THAT COMPANY MAY PERFORM THE REPAIRS OR REPLACEMENT OF THE EQUIPMENT. IF THE CUSTOMER FAILS TO MAKE THE PREMISES AVAILABLE ON THE DATE AND TIME AGREED, THEN COMPANY SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE THIS AGREEMENT OR CHARGE THE CUSTOMER AN ADDITIONAL REASONABLE FEE. COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND OR NATURE, WHICH MAY OCCUR AFTER THIS AGREEMENT IS SIGNED AND BEFORE COMPANY PERFORMS THE REPAIR OR REPLACEMENT CONTRACTED-FOR UNDER THIS AGREEMENT. COMPANY SHALL HAVE NO OBLIGATION WHATSOEVER TO PERFORM ANY SERVICES UNDER THIS AGREEMENT UNTIL THE CUSTOMER PAYS THE INITIAL PAYMENT UNDER THE FEES AND CHARGES SECTION OF THIS AGREEMENT.
- LIMITATION OF COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION , OR ANY OTHER THEORY OF LIABILITY ARISING FROM THE REPAIR, REPLACEMENT, TESTING, INSPECTION, DESIGN, OPERATION OR NON-OPERATION OF THE EQUIPMENT SUBJECT TO, OR IN ANY WAY RELATED, TO THIS AGREEMENT OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTOR AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).
- INSURANCE.** The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.
- CUSTOMER'S PROTECTION OF COMPANY.** This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorney's fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the repair, replacement, testing, inspection, design, operation or non-operation of

the Equipment subject to, or in any way related, to this Agreement or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors. This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

5. **CUSTOMER'S DUTY TO TEST/INSPECT/REPAIR.** It is the sole responsibility of the Customer to test and inspect the operation of all of Customer's fire detection/protection/suppression equipment in accordance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards. Except as provided for under this Agreement, Company will not in any way test, inspect, repair or otherwise service the Equipment or any other Equipment at the Premises Address, unless separately contracted in writing to do so.
6. **THE CUSTOMER'S AGREEMENTS.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. Customer understands and agrees that, while Company is performing the contracted-for Inspection Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.
If the Scope of Work to this Agreement includes a time entry for Trouble Shooting, then Customer understands and agrees that Company may not, despite its good faith efforts, be able to diagnose the problem or problems with the Equipment within that time entry. In the event Company is unable to diagnose the problem or problems within the time entry, and Customer is unwilling to pay Company additional fees requested by Company for additional Trouble Shooting, then either Company or Customer shall have the right to terminate this Agreement. In the event of any such termination, Customer agrees to pay Company at the hourly rate of \$140.00 per man hour for the Trouble Shooting performed up to the time of termination.
7. **NO WARRANTY.** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.
8. **THE CUSTOMER'S DEFAULT.** The Customer agrees to pay the Fee and Charges under this Agreement as and when due. In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.
In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.
In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.
9. **TRANSFERS.** The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.
10. **LIMITATION ON LAWSUITS/ JURY TRIAL.** The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.
THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.
11. **MISCELLANEOUS.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.
This Agreement is governed by law of the State where the Premises is located. The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Repair of Equipment.
If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

BY SIGNING BELOW, OR ELECTRONICALLY APPROVING (VIA APPROVAL/ACCEPTANCE OF THIS QUOTE, EMAIL OR OTHER MEANS) THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED AND REVIEWED THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT AND ALL ITS TERMS AND CONDITIONS.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____