

ORDINANCE NO. 10- 22 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WARWICK COMMUNICATIONS, INC., OF CLEVELAND, OHIO, FOR COMMUNICATIONS WORK FOR THE OBERLIN FIRE STATION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Warwick Communications, Inc., of Cleveland, Ohio, for communications work for the Oberlin Fire Station Improvement Project in an amount not to exceed \$15,715.01.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to authorize work necessary for the Fire Station Improvement Project as soon as possible in order to avoid construction delays”

and shall take effect immediately upon passage.

PASSED: 1st Reading – April 5, 2010 (S)(E)
2nd Reading –
3rd Reading –

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


KENNETH SLOANE
PRESIDENT OF COUNCIL

POSTED: 04/06/2010

EFFECTIVE DATE: 04/05/2010

Warwick Communications, Inc
2806 Payne Avenue
Cleveland, OH 44114

06-07-11A10:43 RCVD (PH) 216-787-0300
(FX) 216-263-1717
www.warwickinc.com



VOICE & DATA TECHNOLOGIES

April 13, 2010

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Prepared For: **Dennis Kirin**
Oberlin Fire Department

Description

The purpose of this quote is primarily to finish the CAT 6 cabling that was started by the Electrical Contractor. All required cables are in place except a 50 pair feed cable between the two wiring closets which is being added by Warwick. Our primary quote focus is on providing CAT 6 jacks and face plates for the workstations and terminating all the cables in the two wiring closets on patch panels including PBX ports to make it easy for Oberlin Fire to move resources between jack locations. All LAN equipment and data patch cords are provided by Oberlin. Phone patch cords are provided by Warwick. Cable TV terminations are not included as part of this quote.



Client Initials _____

A handwritten signature in black ink, appearing to be 'DA', written over a dotted line.



STAGE 1 WORK

Stage 1 work is meant to cover the areas of new construction including Floors 1 and 2 plus the basement. Some locations are in the fire truck bays. If these are cabled back to the main wiring closet, they will be handled in Stage 1. If we find that they are cabled back to the existing wiring closet, they will be handled in Stage 2. All CAT 6 cable should already be in place by the Electrical Contractor. Warwick will add an additional 50 pair during this stage to connect the new main wiring closet to the existing wiring closet.

WIRING COMPONENTS FOR STAGE 1

- (9) 1 Port Stainless Steel Wall Mount Plates with 1 CAT 6 Jack.
- (44) 2 Port Plastic (Specify Color) Flush Mount Plates with 2 CAT 6 Jacks.
- (9) 2 Port Floor Outlet Intended to Mount in Electrical Style Gang Plate as Part of the Housing that included the Electrical Outlet. Housing should be Provided by Electrician.
- (2) 84" Floor Mount Wiring Racks (1 per Wiring Closet).
- (50) Pair Plenum Cable Between Wiring Rooms for Phone Lines and Digital Telephones.
- (120) Patch Panel Ports for CAT 6 Cables to Terminate Station Cables.
- (48) Patch Panel Ports to Terminate PBX Station Ports to Allow for Modular Connectivity.
- (48) Patch Panel Ports to Terminate Feed Cable Between Wiring Rooms.
- (6) Wire Organizers to Manage Cables between Patch Panels.
- (35) Patch Cables for Telephones. Data Patch Cables not Included in our Bid.

STAGE 2 WORK

Stage 2 work is meant to cover the existing fire station area that is suppose to be remodeled after the current users are relocated into the new area of the fire station. All CAT 6 cable should be already in place by the Electrical Contractor.

WIRING COMPONENTS FOR STAGE 2

- (5) 1 Port Stainless Steel Wall Mount Plates with 1 CAT 6 Jack.
- (14) 2 Port Plastic (Specify Color) Flush Mount Plates with 2 CAT 6 Jacks.
- (48) Patch Panel Ports for CAT 6 Cables to Terminate Station Cables.
- (2) Wire Organizers to Manage Cables between Patch Panels.

Client Initials _____



PROJECT MANAGENT

Warwick Communications will assign a project manager to oversee the information gathering phase, implementation phase, and post implementation services. During the project, the project manager will create a timeline for tasks that are required to be completed by Warwick and/or the customer in order to meet our implementation date.

IMPLEMENTATION

Unless otherwise stated the following apply to all implementation services:

- All work to be completed during normal business hours, 8:00 AM – 5:00 PM
- Voice & data station cabling is in place prior to our implementation
- Standard installation interval is 30 days from order date

WARRANTY

All work is backed by a one year parts and labor warranty.

INVESTMENT

The total investment for this project is \$15,715.01. This includes \$12,714.78 for Stage 1 and \$\$3,000.23 for Stage 2. A 35% down payment is due at acceptance, the balance of Stage 1 will be due at the completion of Stage 1 cabling. The balance of Stage 2 will be due at the completion of Stage 2 cabling.



Client Acceptance

Title

chief


4-13-10

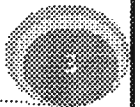
Date

Warwick Acceptance

Title

Date

Client Initials  _____



ADDITIONAL TERMS AND CONDITIONS

1. **PRICE:** Unless otherwise stated, all price quotations are valid for a period of thirty (30) days from the Quotation Date. Price does not include permit fees or sales tax unless specifically stated.
2. **TITLE:** Title to the system does not transfer until final payment is received.
3. **INSTALLATION DATE:** The Installation Date shall be determined by mutual agreement of the parties after acceptance, but is subject to change by Warwick due to delays in premises availability, conditions, strikes, accidents, acts of war (declared or undeclared), terrorist acts, failure of customer to supply programming information, or any other reason beyond Warwick's control. If the delay is caused by Customer's unilateral postponement of the Installation Date, or the failure of customer to supply programming information in a timely manner, Customer agrees to pay Warwick for all work in progress and materials on the job site or set aside in Warwick's warehouse.
4. **INTERPRETATION OF REQUIREMENTS:** Unless otherwise stated, the equipment covered by this quotation represents Warwick's interpretation of Customer's requirements based upon information supplied to Warwick by Customer. Warwick reserves the right to revise the quotation should actual requirements change.
5. **CANCELLATION:** In addition to all other remedies available to Warwick at law or in equity, if Customer cancels all or any part of this order after acceptance, Customer agrees to pay for all materials used or consumed to the date of cancellation, all work in progress, and Warwick's current re-stocking fee for equipment. In no event shall Customer be permitted to return specially ordered or customized equipment.
6. **NO REPRESENTATIONS:** No employee, sales representative, or other agent of Warwick has the authority to depart from the terms and conditions set forth herein, or to make any representations of warranties other than those set forth herein, unless approved in writing and executed by an officer of Warwick.
7. **CLAIMS FOR BREAKAGE AND NON-RECEIPT:** Customer shall inspect and report any broken or missing equipment within five (5) days after installation.
8. **ELECTRICAL POWER REQUIREMENTS:** Unless otherwise stated, Customer shall supply a dedicated 110 VAC, 20-amp circuit within six (6) feet of the system power supply.
9. **SOFTWARE INSTALLATION:** Warwick recommends that third party software that is to be loaded onto Customer's existing computer or network system be installed by Customer. Warwick cannot accept responsibility for damage to hardware or software caused by the installation of third-party software.
10. **MISCELLANEOUS:** After acceptance, this quotation (and Warwick's Limited Warranty, if applicable) shall constitute the entire agreement (s) between the parties and shall not be amended, except by a subsequent agreement in writing executed by Customer and an officer of Warwick. In all respects, this agreement shall be governed by laws of the State of Ohio. Warwick and Customer consent to jurisdiction and venue in Cuyahoga County, Ohio.

Company Name: Obertin Fire Department
Signature: [Signature] Date: 4-13-10

Client Initials [Signature]

