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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Tish Sims, City Clerk   
DATE: July 29, 2022  
SUBJECT: Repairs to the Fire Suppression System for City Hall

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On June 11, 2022, the fire suppression system leaked and flooded the downstairs of City Hall. To stop the flooding, the sprinkler system was shut down and is now inoperable in the event of a fire. This system also provides fire suppression for the Lansing Community Center.

Jayhawk Fire Sprinkler is under contract for annual fire suppression system inspection and maintenance. The city contacted Jayhawk for diagnosis and requested a quote for the repairs. The quote includes removing 12'x6' of concrete sidewalk and removal of soil around the broken 6" underground fire line. The price includes replacement of sidewalk. If the break is not within 10' of building or is under the building, further coordination will be needed, and additional pricing would be incurred. A copy of the quote is attached for reference.

Policy Consideration: Section 4-10 Sole Source Purchasing in the *Lansing Purchasing Manual*, allows for the repairs of specific equipment for various technical requirements.

Financial Consideration: Funds for this request are available from the General Fund acquisition account, 10-099-43301.

Action:

A motion to approve the repairs to the water lines for the sprinkler system with the initial quote from Jayhawk Fire Sprinkler in the amount of \$25,424.57.

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**From** | **Jayhawk Fire Sprinkler**  
12030 South Hedge Lane  
Terrace  
Olathe KS 66061  
(913) 422-3770  
<https://www.jayhawkfire.com>

**Quote No.** | **2013396**  
Type | Repair  
Prepared By | Tony Walter  
Created On | 07/21/2022  
Valid Until | 07/30/2022

**Quote For** | **City of Lansing**  
730 1st Terr  
Lansing KS 66043

## Description of Work

Service to remove approx. 12' x 6' of concrete sidewalk to allow HydroVac to remove soil around broken 6" underground fire line. Pricing does not include excavating under building footer. Pricing is based onsite survey and expecting break to be on the exterior side of footer. If break is not within 10' of building or is under building further coordination will have to occur as well as additional pricing would be incurred. Sidewalk replacement of 12' x 6' is included. Permitting is not included.

## Services to be completed

### [Underground] Location - Building

Service to remove approx. 12' x 6' of concrete sidewalk to allow HydroVac to remove soil around broken 6" underground fire line. Pricing does not include excavating under building footer. Pricing is based onsite survey and expecting break to be on the exterior side of footer. If break is not within 10' of building or is under building further coordination will have to occur as well as additional pricing would be incurred. Sidewalk replacement of 12' x 6' is included. Permitting is not included.

Parts, labor, and fees	Quantity	Unit Price	Tax	Total
Excavation	1	\$19,320.00	\$1,729.14	\$21,049.14
JFS Olathe Labor (KS)	1	\$2,160.00	\$193.32	\$2,353.32
Materials	1	\$1,856.00	\$166.11	\$2,022.11
			SUBTOTAL	\$23,336.00
			TAX @ 8.95%	\$2,088.57
			<b>GRAND TOTAL</b>	<b>\$25,424.57</b>

## Terms and Conditions

### Inspection and Testing Terms

1. The inspection and testing performed by Jayhawk Fire Sprinkler (JFS) and documented by this report is only a portion of the required inspection, testing and maintenance of a water-based fire protection system. NFPA 25 provides the complete listing of the required inspection, testing and maintenance for water-based fire protection systems.
2. Property owner or designated representative acknowledges they have a copy of NFPA 25.
3. The property owner or designated representative is responsible for ensuring all inspections and testing required by NFPA 25 is completed.

4. JFS is NOT the designated representative for this or any other fire sprinkler system.
5. Protection of a water-based fire sprinkler system against freezing conditions is essential to ensure system functionality. Significant damage to the fire sprinkler system and building can result from exposing a fire sprinkler system to freezing condition. Property owner or designated representative shall conduct regular inspections to ensure building enclosure is sealed, insulation is in place, heating units are functional, and any other measures taken to ensure systems are not exposed to temperatures below 40°F.
6. Removing water from a dry system is an essential part of a good maintenance program. Failure to keep the dry system free of water can result in damage and expensive repairs to both the system and building. A program for monitoring the condition of the system and the operation of the auxiliary drains should be instituted. Auxiliary drains should be operated on a daily basis after a dry sprinkler system operation until several days pass with no discharge of water from the drain valve. Thereafter, it might be possible to decrease the frequency to weekly or longer intervals depending on the volume of water discharged. Likewise, when preparing for cold weather, the auxiliary drains should be operated daily with the frequency of operation decreasing depending on the discharge of accumulated water. In many cases, the frequency of the operation can decrease significantly if a system is shown to be dry. A quick-opening device, if installed, should be removed temporarily from service prior to draining low points.
7. Property owner, designated representative and/or occupant shall defend, indemnify, and hold harmless Jayhawk Fire Sprinkler (including payment of reasonable attorney's fees, court cost, and litigation expenses) from any claim, lawsuit, charge, fine, liability or damage arising out of any goods or services provided by Jayhawk Fire Sprinkler hereunder, including any failure of the goods or services to function as intended.
8. Property owner, designated representative and/or occupant understands that Jayhawk Fire Sprinkler is not an insurer. It is the responsible of the property owner, designated representative and/or occupant to obtain all insurance it think is necessary including coverage for personal injury, and property damage. The property owner, designated representative and/or occupant releases Jayhawk Fire Sprinkler from any event or condition covered by their insurance. This is also known as and intended to be, a Waiver of Subrogation Provision.

#### **Contract and Payment Terms**

1. **Acceptance and Modification** These Terms and Conditions are part of the Work Order/Invoice set forth on the front page. These Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions whether or not material proposed in Purchaser's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Purchaser agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Purchaser with respect to the goods and services that are the subject matter hereof, and no other terms or conditions not specifically agreed upon by Seller shall be binding upon Seller. Purchaser accepts the terms hereof by signing the front page of this Purchase Order/Invoice, or by authorizing Seller to commence performance hereunder, or by accepting delivery of goods or services from Seller hereunder.
2. **Orders** Seller shall use its best efforts to deliver goods as ordered by Purchaser and to provide services when requested, but as long as Seller acts in good faith and with due diligence, Seller shall not be responsible or liable for any delays.
3. **\*\*Service Term** \*\*The term of the agreement will be valid for one (1) year and shall be automatically renewed each year thereafter until terminated by either party on at least a thirty (30) days written notice being given to the other party prior to the anniversary date thereof.
4. **Prices, Taxes and Other Fees** Purchaser shall pay the price on the invoice (Work Order/Contract) at time of shipment or when services are provided or in accordance with contracted payment terms. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Purchaser unless a valid sales tax exemption certificate is furnished to JFS.
5. **Credit** Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or portion thereof or, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Purchaser's credit becomes unsatisfactory, Seller may in addition to all other rights and remedies under the Contract and applicable law suspend the delivery of goods or services pending receipt of cash or satisfactory security from Purchaser. Should Purchaser default in any payments due Seller, Purchaser agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Purchaser has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
6. **Liability Limitation/No Warranty** If the seller is found liable for any loss or damage due to breach of contract, warranty, negligence, gross negligence in states where seller can limit its liability for gross negligence, negligent misrepresentation, strict product liability, indemnification or contribution, or any other theory of liability arising in any way from the services or goods contracted-for under this purchase order/invoice, or any other services or goods which the purchaser claims were provided or should have been provided under the purchase order/invoice. The seller's maximum liability shall be limited to a sum equal to the lesser of the actual fees and charges under the purchase order/invoice or ten thousand dollars (\$10,000) collectively for company, its employees, agents, subcontractors and representatives, and this liability shall be exclusive. The company will assume a greater liability, but only for an additional charge to be agreed to in writing and signed by the purchaser and seller. This limitation of liability specifically covers liability for, among other things, lost profits; lost or damaged property; loss of use of property; business interruption; fines or charges; personal injuries or death; economic and non-economic damages; pain and suffering; lost 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, consequential, and punitive. Seller 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.
7. **Claims** The Purchaser must bring any lawsuit against the Seller within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Purchaser does not, the Purchaser has no right to sue the Seller and the Seller has no liability for that claim. It is critical that the Purchaser bring any lawsuit in a timely manner.
8. **Indemnity** Purchaser shall defend, indemnify and hold harmless Seller (including payment of reasonable attorneys' fees, court costs, and litigation expenses) from any claim, lawsuit, charge, fine, liability or damage arising out of any goods or services provided by Seller hereunder, including any failure of the goods or services to function as intended. This indemnification covers claims asserted against Seller arising under contract, warranty, Seller's own negligence or gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

- 9. **Insurance** The Purchaser understands that the Seller is not an insurer. It is the responsibility of the Purchaser to obtain all insurance it thinks is necessary, including coverage for personal injury and property damage. The Purchaser releases the Seller from any liability for any event or condition covered by the Purchaser's insurance. This is also known as, and intended to be, a Waiver of Subrogation Provision.
- 10. **Clerical Errors: Other Contracts** Any clerical errors contained in this Work Order/Invoice are subject to correction. Purchaser represents that the contract does not infringe on any other contract to provide similar goods or services that Purchaser is a party to.
- 11. **Force Majeure** Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g.. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
- 12. **Miscellaneous** Purchaser may not assign its rights or delegate its performance in whole or in part under the contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of this Purchase Order/Invoice is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph.

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: \_\_\_\_\_