

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Reports4

Council to consider the Library Fire Sprinkler inspection contract with Bamford, Inc. and authorize the Mayor to execute the agreement.

The attached contract with Bamford will allow for a yearly inspection of the library's fire sprinkler system and backflow preventer. The cost for this inspection is proposed at \$200 per yearly inspection. Bamford was recommended by fellow city staff and the proposed contract will keep the library in compliance in regards to the yearly inspections of our fire sprinkler system.

Staff Contact: Abby Yellman

BAMFORD, INC.

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KEARNEY, NE
68848-1868

2815 W. 24th STREET
KEARNEY, NE
68845

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FIRE SPRINKLER INSPECTION CONTRACT

This agreement made between **Bamford, Inc.** hereinafter called "Company", and **Lied Scottsbluff Public Library**, hereinafter called "Subscriber", whose billing address is 1809 3rd Avenue, Scottsbluff, NE, 69361. Subscriber owns and/or occupies and/or manages the building(s) located at the premises known as:

Lied Scottsbluff Public Library

Located at 1809 3rd Avenue in the city of Scottsbluff in the State of Nebraska wherein there is now installed the following water based fire extinguishing equipment: (Indicated by "X")

- ☒ Automatic Sprinkler System(s)
- ☐ Fire Pump(s)
- ☒ Backflow Preventer(s)
- ☐ OTHER:

The Subscriber has contracted with Company to inspect said equipment as more particularly described below:

<u>Device Make/System Description</u>	<u>Qty</u>	<u>Test Frequency</u>
Wet Pipe Fire Sprinkler System	1	Annual
Backflow Device	1	Annual

1. Company shall visually inspect said installation(s) **one** time per year and shall promptly report to Subscriber all needed items of maintenance, repairs and replacements which in the judgment of the Company may be necessary and reasonable to ensure the highest degree of protection up to, **but not including an Engineering Review for compliance with hydraulic design standards for the building hazard as it may exist.**

Maintenance or repairs of equipment denoted as deficient during the inspection are not considered part of this agreement and will be repaired or replaced under separate contract. Service work requested will be performed at standard day work rates under a separate work order. Subscriber gives Contractor specific authorization under this agreement to perform minor repairs and maintenance up to an additional \$150.00 (**Accepted: _____**). For amounts above \$150.00, the Contractor shall either obtain Subscriber's prior authorization to proceed with additional work or shall furnish the Subscriber with an estimated price before the additional work is performed.

FIRE SPRINKLER INSPECTION CONTRACT (continued)

2. In connection with any automatic sprinkler system on Subscriber's premises as defined above, Company shall:
 - a) Inspect each control valve in Subscriber's system and leave in its normal open or closed position by means of wire seal, if not locked or supervised.
 - b) Inspect all fire sprinkler system related equipment as noted above.
 - c) Test all sprinkler system alarm facilities.
 - d) Conduct water flow tests at both ends of the system to verify adequate water availability. Dry valves will be trip tested once per year.
 - e) Maintain water pressure (static and residual) records in order to note and investigate changes.
 - f) Inspect coverage of system and condition of sprinkler heads, branch lines, risers, cross mains, hangers and other related segments of the systems involved in accordance with NFPA 25-2002 edition.
 - g) Fill out Standard Form of Inspection Report and submit written reports and recommendations to Subscriber of each inspection performed and the results of the inspection.
 - h) Unless otherwise specified, all inspections will be conducted between Monday & Friday, 7:00am – 4:00pm
 - i) Subscriber subject to a minimum service charge for scheduled inspections cancelled without a 24hr notification
3. Company will send one technician to perform an inspection. Assistance from one of the subscriber's staff may be required to perform non-technical duties such as silencing and acknowledging alarms as they are received at the fire alarm panel. For an added charge and at the Subscriber's request, Company can provide additional technicians. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test and does not exceed heights obtainable with a 6' ladder. If a return trip is required due to access problems it will be billed at our normal prevailing rates.
4. Exclusions:
 - a) Valve pit or equipment on city right of way
 - b) Fire Alarm System, Suppression Systems, Fire Extinguishers
 - c) Private or Public Fire Hydrants
 - d) Confined Space requirements as defined by OSHA
 - e) Inspection & Testing frequency requirements, as defined in NFPA 25-2002, less than quarterly and greater than annually.

Responsibility of the Owner, Manager, or Occupant:

1. The responsibility for properly maintaining a water-based fire protection sprinkler system shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection & testing of this system. Corrections and repairs shall be performed by qualified personnel or a qualified contractor.
2. This agreement is limited to inspection, testing and services at the time of the visit only and does not eliminate the owner's responsibility for maintaining the systems, such as, CHECKING AND DRAINING LOW POINTS, MAINTAINING ADEQUATE HEAT, PROPER LEVELS OF LUBRICANT, ETC. or include maintenance alterations, repairs or replacement of faulty system components.
3. Company shall be admitted into all areas of said premises for the purpose of providing these services. Appropriate notice will be given.
4. Have sprinkler system drawings available on site to assist the inspector to identify equipment components so that they can be properly located. Owner is responsible for identifying equipment locations.
5. Any additional sprinkler systems relative to this Agreement added to the above premises after the date of contract acceptance shall be inspected by Company. Subscriber shall pay an additional price commensurate with the usual charges made by Company for inspecting such additional systems at a price agreed upon by both Company and Subscriber.

FIRE SPRINKLER INSPECTION CONTRACT (continued)

6. The term of this Agreement shall be continuous, commencing on the date of this Agreement, covering the period starting on the accepted contract date and thereafter until terminated by (30) days written notice by either party to the other after this contract has been in affect for a minimum of 1 year.
7. Inspections are to be performed one time per year in the month of July. Subscriber shall pay the Company **TWO HUNDRED DOLLARS (\$200.00)** per year for said inspection contract.
8. All invoices are due upon receipt and shall bear interest at a rate of 1.5% per month beginning on the 30th day after the invoice date. If the Subscriber fails to pay the full amount due, Contractor may, at its option, terminate this contract, and in any event, will not be obligated to perform any additional work until payments past due have been received by Contractor.

LIMITATION OF LIABILITY

The contractor makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation. Contractor's liability to Subscriber for personal injury, death. Subscriber shall hold Company harmless from any and all third party claims for personal injury, death, or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Company be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscriber's property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

Bamford, Inc.

Lied Scottsbluff Public Library


Lora Deeds 6/24/13
Dated

Authorized Representative Dated

Date Printed: 6/24/13

Printed Name of Subscriber's Representative

