



RESOLUTION 2024-44

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE THREE OUTDOOR WARNING SIRENS FROM FEDERAL SIGNAL AND AUTHORIZE ELECTRICAL WORK FROM HISLCHER-CLARKE ELECTRIC TO BE PLACED WITHIN THE MUNICIPAL BOUNDARIES.

WHEREAS, The City of Powell hereby determines it is in the best interest for the safety of residents of the City to install three outdoor warning sirens within the municipal boundaries; and

WHEREAS, this system will utilize radio communication and will be integrated into the existing Delaware County warning system; and

WHEREAS, Federal Signal outdoor warning sirens are the only sirens compatible with the existing Delaware County activation and monitoring system; and

WHEREAS, Hilscher-Clarke Electric has identified necessary electrical work associated with the outdoor warning siren installation; and

WHEREAS, Delaware County EMA will activate the outdoor warning sirens in conjunction with the established system that are within the County.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:

Section 1: That the City Manager is hereby authorized and directed to purchase three outdoor warning sirens in the amount of \$146,454.00 plus \$90,000.00 to address electrical work associated with the siren installation from the Capital Projects Fund.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.

[Signature] 11/6/24
Tom Counts
Mayor
Date

[Signature] 11/6/24
Elaine McCloskey
City Clerk
Date

EFFECTIVE DATE: November 6, 2024

This legislation has been posted in accordance with the City Charter on this date 11/7/24
[Signature]
City Clerk



October 4, 2024

City of Powell  
47 Hall Street  
Powell, OH 43065

Dear City Officials,

Please find below information regarding sole-source justification for Federal Signal outdoor warning sirens for The City of Powell. Federal Signal sirens are the only sirens compatible with the existing Delaware County activation and monitoring system. Any non-Federal sirens added to the system would not be operable as is. Substantial alteration of your existing control point and investing in additional radio communication equipment would be needed if a non-standard siren is added. In addition, a non-standard siren would never be able to provide 2way monitoring status. Below is a technical explanation of the system capabilities and enhanced security features unique to the Federal Signal sirens.

Federal Signal is the **sole manufacturer of the 2001-130 Siren series with digital, electro-mechanical controllers** (model DCFCTBD) designed to operate with our **proprietary digital (FSK) protocol and the Federal Commander Digital System software** (SFCDWARE). This siren model is fully compatible with the control point previously installed by Federal Signal in Powell, Indiana.

The existing control point that activates and monitors the sirens is the Federal Commander Digital software. This includes a *128-bit digitally encrypted communications protocol* to ensure secure communications between central control points and each siren. It is the only siren communication system which allows for complete *over-the-air programmability*, and the ability to *utilize each siren location as a simplex repeater*, thus insuring communication between central control points and all siren controllers. In addition, the communications *protocol utilizes a packet data encoding scheme with CRC-16 error checking* for additional reliability and security. This provides time encryption and date stamping of commands to reduce false activations and prevent system hacking and pirated radio control. It also provides status monitoring and alerting of mechanical faults/intrusion/communication errors.

Federal Signal's proposed DCFCTBD Controllers are the ***only models on the market*** that can communicate with the Commander digital software. The controllers include a Two-Way Radio Transceiver, are UL Listed by model number, and operate with the Federal Signal digital communication system. Additionally, Federal Signal is a ***US manufacturer certified to the ISO-9001:2000 standard***.

Federal Signal will provide all siren equipment with full factory installation and warranties. Our equipment is internally designed and manufactured in the United States upholding the highest industry standards. We ensure equipment is fully compatible and operational with the existing county infrastructure. Purchasing direct from the factory is the only way for The City of Powell to hold and maintain all applicable equipment warranties in their name.



2645 Federal Signal Drive  
University Park, IL, 60484  
[www.fedsig.com](http://www.fedsig.com)

Federal Signal Corporation, is publicly traded Public Safety Company listed on the New York Stock Exchange (FSS), has an extensive management team with an unequalled diversity of technical and operational backgrounds.

Federal Signal takes pride in offering our customers *security, reliability, and ease of administration and maintenance*. If I can answer any additional questions, or be of service in anyway, please call me at the number below.

Sincerely,

Keith Conklin  
Regional Sales Manager  
708.285.2611  
[kconklin@fedsig.com](mailto:kconklin@fedsig.com)

Wendy Justice  
Federal Signal Mfg. Rep.  
317.220.2318  
[wjustice@capitolelectronics.com](mailto:wjustice@capitolelectronics.com)

Quote Number FWS082924POW-3  
 Account Name Powell, City of  
 Bill To 47 Hall Street  
 Powell, OH 43065  
 Date 8/29/2024  
 Quote Expires 9/28/2024

Product	Description	Quantity	Unit Price	Total Price
2001-130-C	Rotating Electro-Mechanical Siren, 130 dB(C) +/- 1 dB, 48 VDC, Flush plate without the brackets, for roof mount or steel or concrete pole.	3.00	\$10,760.00	\$32,280.00
DCFCTBDH	DC Siren Control, VHF high band 136-174 MHz, two-way Kenwood 1000 series radio; includes standard sensor package (current, rotator, and intrusion); NEMA4X aluminum, DC 48V battery charger, two 48 VDC contactors and NEMA3R aluminum battery cabinet (requires (4) deep cycle marine batteries, sold separately).	3.00	\$9,474.00	\$28,422.00
2001TRBP	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	3.00	\$3,456.00	\$10,368.00
OMNI-BVH-35	Omni-B series antenna, VHF High, 35' RF Cable. >150-168 MHz >168-175 MHz	3.00	\$480.00	\$1,440.00
AMB-P	Antenna pole mounting bracket	3.00	\$159.00	\$477.00
TK-IO-CUSTINS-ACDC-CUSTOM POLE	Turnkey installation includes: *Mounting siren on custom pole (see notes for description) *Install and connect 2001TRBP *Conduits, disconnect and meter base (if required by customer). *Supply and install (4) deep cycle marine batteries (Model FVP). *Proper grounding *All necessary materials and labor as outlined in Product Manual.  Note: Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections or modifications required for the power connection are not included in the installation quote.	3.00	\$9,275.00	\$27,825.00
TK-IO-CUSTINS-CUSTOM POLE	Custom Pole (see notes for description)  Includes: *System optimization of one control point *Installation of Federal Commander Software	3.00	\$11,900.00	\$35,700.00
TK-IO-CUSTINS-SYSTOPT	*Installation of SS2000+ Encoder *Installation of Base Station Radio and Antenna (within 35' of encoder)  *Training for administrator/operator (4-hours maximum)	3.00	\$469.00	\$1,407.00
TK-IO-CUSTINS-STARTUP/SITE OPT	Siren startup and site optimization after power is connected.	3.00	\$1,100.00	\$3,300.00

Account Name Powell, City of  
 Quote Number: FWS082924POW-3

TK-SD-SYSDESIGN	Freight / Shipping & Handling / Propagation Studies and Pre-Construction Surveying / Project Management	3.00	\$1,745.00	\$5,235.00
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Grand Total \$146,454.00



**Accepted By**

**Agreement**

Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Proposed By**

Manufacturer's Representative: Wendy Justice  
 Address: Capitol Electronics  
 230 South Perry Road #1106  
 Plainfield, IN 46168  
 Phone: (317) 220-2318  
 Fax: (317) 839-2662  
 Email: [wjustice@capitolelectronics.com](mailto:wjustice@capitolelectronics.com)

**Assumptions and Notes**

**EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:**

[sales@capitolelectronics.com](mailto:sales@capitolelectronics.com)

F: 317-839-2662

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484;** Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.

2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an

Account Name: Powell, City of  
 Quote Number: FWS082924POW-3

acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.

4. Delivery, Terms and Services:

- a. Delivery: 6-8 weeks, plus installation
- b. Freight Terms: FOB University Park, IL (Factory)
- c. Terms: Equipment: Net 30 Days upon shipment
- d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - *Effective 1-18-2021*

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

- 10% - if cancelled more than 2 weeks from the Effective Date;
- 20% - if cancelled more than 4 weeks from the Effective Date;
- 40% - if cancelled more than 6 weeks from the Effective Date;
- 80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable



import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the

Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. **LIMITED WARRANTY.**

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. **Goods.** Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at [www.fedsig.com/ssg-warranty](http://www.fedsig.com/ssg-warranty) or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to [info@federalsignal.com](mailto:info@federalsignal.com); or by calling 708/534-3400.

B. **Services** Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. **REMEDIES AND LIMITATIONS OF LIABILITY.** The remedies contained the preceding paragraph constitute the sole

recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system

interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of

any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. **DEFAULT, INSOLVENCY AND CANCELLATION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.

21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



## Hilscher-Clarke Electric

Canton, Akron, Coshocton, Massillon, Central Ohio, Tri-State

10/24/2024

Attn: Grant Crawford

Subject: Tornado Siren Installation

We are pleased to submit a budgetary quote of eighty-seven thousand two hundred sixty-one dollars (\$87,261.00) for the electrical work associated with the tornado siren installation.

**This cost assumes the following:**

1. The cost of permits have been included.
2. The cost of engineering has been included.
3. The cost of AEP installation has been included.
4. The direct boring for the installation of the underground has been included (not to exceed 150' per site).
5. The purchase and installation of conduit and cable for the power feed is included.
6. Plywood will be used to help keep the grass and walk ways clean.
7. An allowance of \$2,000.00, per site, has been included for seeding and minor repairs to the grass.
8. A working schedule of 8 hour days, Monday – Friday.

**This quote does not include the following:**

1. Any weekend, holiday or shift work.
2. The purchase or installation of any poles. Poles are to be equipped and installed by others.
3. The purchase or installation of any meters, panels, power supplies, disconnects or sirens.

**Cost Breakdown:**

- Arbor Ridge - \$29,087.00
- Adventure Park - \$29,087.00
- Scioto Glenn - \$29,087.00

Sincerely,

*Corey Smith*

**HILSCHER-CLARKE ELECTRIC COMPANY**

90 Grace Drive, Powell, OH 43065

Mobile: (330) 415-6848

Email: [csmith@hilscher-clarke.com](mailto:csmith@hilscher-clarke.com)

Hilscher-Clarke Electric Company

An Equal Opportunity Employer

