

# BROKEN ARROW PUBLIC SCHOOLS

*Educating Today      Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 05/02/2024

Contract/Agreement Vendor: **Summit Fire & Security / JD Miller**  
Name of Vendor & Contact Person  
**jdmliller@summitfiresecurity.com**  
Vendor Email Address  
**Security Equipment material parts for DSX Access Controls**

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

**BAHS Students and Staff**

Reason/Audience to benefit

**06/02/2024**

BOE Date


**\$ 9,989.96**

Amount of agreement

**6.3.2024**

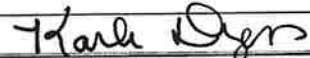
Person Submitting Contract/Agreement for Review: **Derek Blackburn**

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES ☒ NO

If yes, Technology Admin: \_\_\_\_\_

Cabinet Team Member: 

Funding Source: **11/376** **376-2670-651-000-0000-000-050**  
Fund/Project      OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve NEW agreement between Broken Arrow Public Schools and Summit Fire & Security. Summit will provide security equipment parts (1) DSX-1042 Intelligent Two Door I/O Controllers & (4) DSX-1042PKG to BAPS Low Voltage Specialist. Once received BAPS Low Voltage Specialist will complete installation. The cost for parts is \$9,989.96 and will be paid from General Funds. - D. Blackburn

**Summary**

This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



Summit Fire & Security LLC makes the following proposal:

Date of Proposal: May 2, 2024

Proposal Submitted To: **Broken Arrow Public Schools**

Attention: Darren Waugh                      Phone: (918) 521-4109

Regarding: **DSX Access Control**

Project Name: **DSX Material Sale**

Address: 710 S. Main St.  
Broken Arrow, OK 74012

**A. Scope of Work**

1. Provide (1) DSX-1042 Intelligent Two Door I/O Controllers & (4) DSX-1042PKG.

**B. Clarifications**

1. Sales tax (where applicable), & shipping is included in the price of the proposal.
2. This proposal is valid for thirty (30) days from 05/04/24. Invoicing will be monthly progressive.
3. Ship directly to customer provided address and contact information.

**C. Exclusions**

1. Labor. This is a part only quote.
2. Taxes are excluded.

Summit Fire & Security shall perform the above-described work at the following price: **\$9,989.96.**

Completion of the Project: Summit Fire & Security offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit Fire & Security's option, if does not receive a signed acceptance of this Proposal by Owner by noon on **06/04/2024**. To guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire & Security and Owner.

SUMMIT FIRE & SECURITY LLC:

By: **J.D. Miller**

Signature

Phone: (918) 691-7090

**OWNER ACCEPTANCE OF PROPOSAL**

Summit Fire & Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire & Security and Owner.

OWNER:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within **thirty (30) days** after the date the same is due and payable.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security.
6. **Access.** Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract..
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

OK Alarm & Locksmith #AC440824 | OKC FE #460 | Tulsa FE #461

Tulsa: 1102 East 2nd Street | Tulsa, OK 74120 | Tel: 918.582.3736

[www.SummitFireSecurity.com](http://www.SummitFireSecurity.com)