

RESOLUTION NO. 17-00
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas Aune ON THE 15th DAY
OF May, 2000.

A RESOLUTION AUTHORIZING A CONTRACT WITH P&R COMMUNICATIONS, INC. FOR A POLICE DEPARTMENT COMMUNICATIONS SYSTEM WITHOUT COMPETITIVE BIDDING.

WHEREAS, the Centerville Police Department presently operates a communications system using Centracom II equipment as more fully described in attached Exhibit "A" which is incorporated herein; and

WHEREAS, the City is in the process of constructing a new police facility which will require a state of the art communications system; and

WHEREAS, the Council hereby determines that the most economical method of securing a state of the art communications system is to upgrade its present system and move it to the new police facility which would be in the best interests of the citizens of Centerville; and

WHEREAS, the only local supplier capable of supplying the necessary equipment and technical expertise to install said upgraded system is P&R Communications, Inc. which this Council hereby finds is the sole source of equipment which is compatible with its existing system; and

WHEREAS, this Council further finds that since P&R Communications, Inc. is the sole source of compatible equipment, competitive bidding would be a useless act and would not benefit the City and its citizens;

NOW, THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager of the City of Centerville is hereby authorized to execute the agreement with P&R Communications, Inc. which is set forth in Exhibit "A" and to do any and everything necessary in order to ensure that the provisions of said agreement are carried into effect.

PASSED THIS 15th day of May, 2000.

Sally D. Banks

Mayor of the City of
Centerville, Ohio

ATTEST:

Marie J. Laugel

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 17-00, passed by the Council of the City of Centerville, Ohio on the 15th day of May, 2000.

Marie J. Laugel
Clerk of the Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

EXHIBIT "A"

SOLE SOURCE CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of May, 2000, by and between P&R Communications, hereinafter known as the Contractor, and The City of Centerville, hereinafter known as the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the "Communications Equipment - Scope of Work" entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property located at: 100 West Spring Valley Road and the new Centerville police facility.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before June 30, 2000 and shall be substantially completed within three weeks of occupancy of the new building by the Owner. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the Contract in an amount not to exceed \$133,970, subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PAYMENT TERMS

At anytime in the project, upon delivery of the majority of primary components, and with approval of the technology consultant, the Contractor may invoice the Owner in the amount of 50% of the goods and/or services provided to that point. Upon completion of the performance and acceptance periods, the Contractor may invoice the Owner in the amount of 30% of the goods and/or services provided to that point. Approximately thirty days thereafter, pending final approval of the Owner and its consultant, the Contractor may invoice the Owner for the remaining amount. All invoices will be paid in approximately forty days from the date of approval. If discrepancies are found to exist at any time during the project, funds may be retained until final approval of the Owner is obtained.

ARTICLE 5. GENERAL PROVISIONS

1. All work performed by the Contractor shall be of a workman-like manner in accordance with industry standards and of the highest quality. All work must comply with all applicable aspects of the Ohio Basic Building Code and/or the building codes applicable to the Owner.

2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

5. All change orders shall be in writing and signed both by Owner and Contractor.

6. At all times during the project, the Contractor shall maintain liability insurance, with minimum limits in the amount \$500,000 for each person, and \$1,000,000 for each occurrence, to protect the Contractor and the Owner against any claims arising out of any operations conducted in connection with the contract. The Contractor shall defend, indemnify, and save harmless the Owner, its officers, and agents from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said Contractor, his agents, subcontractors, or employees, in the execution of this contract, or for the use of any patented inventions by said Contractor. A sum sufficient to cover aforesaid claims may be retained by the Owner from monies due the Contractor under this contract, until such claims shall have been fully discharged.

7. All installations shall be performed in accordance with the prior authorization of the Chief of Police or his designee, and shall be done in such a manner so as to not cause the public safety departments to be without essential communications capabilities.

8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

9. Contractor agrees to remove all debris and leave the premises in broom clean condition.

Sole source contractor agreement
Page 2

10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials or space.

11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

12. Contractor hereby agrees that in the hiring of employees for the performance of work under this Agreement, it and its sub-contractors shall not, by reason of race, color, religion, sex, age, handicap, sexual orientation, national origin or ancestry, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which the Agreement relates, and that no contractor or other person acting in behalf of the Contractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, creed, sex, age, disability, national origin, genetic predisposition or carrier status, or marital status. Contractor is required to include a similar provision in all subcontracts which shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the Owner pertaining to the provisions of the non-discrimination clause.

13. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

14. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

16. The Owner shall designate an Agent (Technology Consultant) to represent itself throughout this project and effect all communications and liaison with Contractor, as necessary.

17. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Owner: City of Centerville
100 West Spring Valley Road
Centerville, OH 45458
Attn: Stephen Walker, Chief of Police

Contractor: P&R Communications Inc.
731 East First Street
Dayton, OH 45402
Attn: David Reeves, Vice President

With a copy to Owner's Agent:
L-Tronics, Inc.
5900 SOM Center Rd. - Box 167
Willoughby, OH 44094
Attn: David Reichelt

With a copy to:

Owner or Contractor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

18. This Agreement shall be governed by the laws of the State of Ohio.

19. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

20. All Riders and Exhibits annexed hereto form material parts of this Agreement.

Signed this _____ day of May, 2000.

Signed in the presence of:

Witness

By _____ Contractor _____ Title

Witness

By _____ Owner _____ Title

Exhibit "A"

L-TRONICS, INC.*providing consultation services in the communications industry***CENTERVILLE POLICE DEPARTMENT****COMMUNICATIONS EQUIPMENT - SCOPE OF WORK****CONSOLE ELECTRONICS UPGRADE (PHASE ONE):**Upgrade existing Centracom II two position button/LED console to Gold Elite CRT console:

1. Ensure capability for temporary operations using existing customer equipment and facilities and/or loaner equipment if necessary
2. Decommission existing Centracom II button/LED console and remove from communications center (if necessary for space considerations, remove upper bay turrets and replace with temporary countertops)
3. Upgrade existing console to Gold Elite by supplying and installing the following:
 - 1 new CEB dual power supply
 - 5 existing CEB BIMs
 - 1 spare CEB spare boards kit (conventional spares set)
 - 2 new CIE units with mic and footswitch
 - 1 extra unselected speaker at each position
 - all client and server workstations, controls, and monitors to support 2 operator's positions
 - new equipment cabinets, racks, and cabling (as necessary)
 - new software and user license (as necessary)
 - headset interface for radio and telephone at each position (w/plt)
4. Replicate all existing console functions provided by the Centracom II console (including, but not limited to):
 - I/O functions
 - Main xmtr/standby xmtr switching, repeat disable, etc.
 - Alert tone, simul, muting, cross-muting, headset, etc.
 - Preprogrammed and on-demand selective call signalling capabilities
 - Paging output to PA system
5. Program console operations similar to existing labeling (or revise to customer preference)
6. Provide and install terminations for logging recorder (existing system may be re-used)
7. Provide any other items necessary to provide a fully functional system at the existing location (itemize on separate sheet)
8. Provide user training; minimum of 5 one hour sessions at times designated by customer

note: Only equipment or parts that can be re-used in the new facility should be provided as part of this phase.

Exhibit "A" Page 1 of 4

5800 SOM CENTER RD. #167, WILLOUGHBY, OHIO 44094 216-263-8716 (Voice) 216-263-8717 (Fax)

CONSOLE ELECTRONICS RELOCATION, EXPANSION, INTERFACE, AND EQUIPMENT (PHASE TWO):

Relocate existing Centracom II Gold Elite two position console to new building.

1. Ensure capability for temporary operations using existing customer equipment and facilities and/or loaner equipment if necessary
2. Decommission existing Centracom II Gold Elite console and remove from communications center. Install same in new building into communications console (to be provided by others).
3. Expand existing components by adding the following (in accordance with Fig. 1 below)
 - 2 new CEB BIMs
 - 1 new CEB dual monitor BIM
 - time synchronization interface
 - new equipment cabinets, racks, and cabling (as necessary)
4. Relocate voting comparator from rear building to new facility, coordinate telco circuits to facilitate this move and control of all off-premises equipment
 - Interface comparator with console I/O's to facilitate main/stdby xmtr switching (no remote control or display is being added)
5. Provide and install 2 Eventide DIR911DRT dual unit instant recall recorders (one for each console position)
 - interface one of the above recorders at each position with the primary telephone at that position (with the assistance of the telephone vendor).
 - interface the other recorder at the primary position with the primary police channel
 - interface the other recorder at the secondary position with the secondary police channel
6. Provide and install Spectracom Netclock GPS with interfaces, as follows:
 - antenna (with lightning protection) to be mounted on roof above comm center equipment room (roof access to be provided by Owner)
 - 2 Timeview 230 display units and cabling (one in Comm Center, one in squad room)
 - 1 Timeview 400 display unit (In EOC) (cabling by others)
 - Interface with radio console
 - Interface with Eventide instant recall units
 - interface with Dictaphone logging recorder *
 - interface with computer network (and CAD) *
 - interface with Positron Lifeline 100 9-1-1/ telephone system *
 - Interface with CCTV/DECS system (if possible) *

* The Spectracom vendor is to provide the necessary signals and external interface hardware at the location of the interfaced equipment, as well as a reasonable amount of assistance in making the successful connection. Actual interface within the client equipment (eg. Dictaphone, Positron, etc.) shall be provided by the suppliers or servicers of that equipment, not the Spectracom vendor.
7. Provide and install the following RF equipment with lightning protection (grounding kits, Polyphasers)
 - 1 remote controlled 8 group 800 Mhz control station with antenna system (on rooftop)
 - 1 remote controlled single group 800 Mhz control station with antenna system (on rooftop) (WTFD)
 - 1 remote controlled VHF base station with antenna system (approx 100' on tower)
 - labor to convert existing MCS2000 to remote control, single group (CPD TAC) 800 MHz control station with antenna system (on rooftop)
8. Add I/O functions as follows:
 - Main xmtr/standby xmtr switching, repeat disable, etc.
 - 12 additional monitoring and/or switching functions to be determined at a later time (circuits are to be provided in the communications center equipment room by others)
9. Provide punch block terminations for the following interfaces with other equipment:
 - audio from radio and telephones in comm center to logging recorder
 - primary channel radio audio to PA system
 - console paging output to PA system
 - I/O monitoring and switching contacts

Exhibit "A" Page 2 of 4

5900 SOM CENTER RD. #167, WILLOUGHBY, OHIO 44094 216-263-8716 (Voice) 216-263-8717 (Fax)

Relocate existing Centracom II Gold Elite two position console to new building (continued):

10. Provide and install a VHF weather monitor, and its associated rooftop antenna system. This receiver will operate on the local NOAA frequency and be interfaced to a dual monitor BIM in the communications console. The receiver shall decode the signals sent by the National Weather Service using the Specific Area Message Encoder (SAME) format. Upon reception of an alert, the decoder output will activate an indicator on the console associated with this monitor and the monitor receiver will unmute causing the audio signal to be heard by the operator. Clicking on a reset button on the console shall cause the receiver to re-mute and the indicator to extinguish. A "monitor" button shall also be provided on the console to allow the operator to manually unmute the receiver audio as desired. The monitor shall utilize a 19" rack mount which will fit into an equipment rack in the equipment room located adjacent to the communications center.
11. The existing Plectron receiver which is used to receive and decode signals from the Montgomery County DSA (EOC) shall be converted to a remotely controlled unit, with similar functions to the above. A rooftop antenna system (or splitter with above antenna system, if compatible) shall be supplied and installed for this receiver.
12. Provide and install ground grounding connections (as required by current Motorola standards) for all equipment in the communications center and adjacent equipment room. (Ground bus in both rooms to be provided by others)
13. Program console with new functions and labeling (revise to customer preference)
14. Propose any other items necessary to provide a fully functional system in the new building (itemize on separate sheet)
15. Provide user training: minimum of 5 one hour sessions at times designated by customer

Figure 1: Console Channels:

BIM #	EXISTING CONFIG. (at old bldg)	NEW CONFIG. (at new bldg)
1	MAIN / BACKUP POLICE XMTR BIM 1	MAIN / BACKUP POLICE XMTR BIM 1
2	MAIN / BACKUP POLICE XMTR BIM 2	MAIN / BACKUP POLICE XMTR BIM 2
3	FIRE - VHF (Midland mobile radio on console)	WTFD-VHF (New Desktrac - multi chan - remoted)
4	SERVICE DEPARTMENT	SERVICE DEPARTMENT
5	INTERCITY	CPD TAC CONTROL STATION (MCS 2000)
6	NOT EXISTING	WTFD 800MHz CONTROL STATION (new)
7	NOT EXISTING	8 GROUP 800MHz BASE STATION (new)
8A	NOT EXISTING	EOC EMERGENCY MONITOR (existing Plectron)
8B	NOT EXISTING	WX MONITOR (new)

General provisions:

The Owner may change the item quantities at any time prior to the issuance of a purchase order.

All work performed by the Contractor shall be of a workman-like manner in accordance with industry standards and of the highest quality. All work must comply with all applicable aspects of the Ohio Basic Building Code and/or the building codes applicable to the Owner, including but not limited to, the use of plenum-rated cable where required.

All installations shall be performed in accordance with the prior authorization of the Chief of Police or his designee, and shall be done in such a manner so as to not cause the public safety departments to be without essential communications capabilities.

General provisions (cont.):

All supplied equipment that connects to commercial power and/or telephone lines shall be equipped with devices that protect from power surges and/or lightning. This includes any control lines that connect the fire station to the police console and/or radios and any lines that are not entirely under the roof of the police facility. The method of control shall provide, as a minimum, rapid clamping of voltage surges and fusing for excess current. All telephone, radio, and video equipment in the police building shall be grounded to an electrically common point which is to be provided by the Owner at the necessary locations.

The radio equipment proposed must be new, currently in production, and Type Accepted by the Federal Communications Commission (if applicable). Used equipment, or that out of production will not be accepted. The manufacturer must guarantee to provide parts for said units for a period of ten years from date installed. All equipment provided in this project must be fully compatible with the calendar of the 21st century (Y2K compliant).

The Contractor shall install all equipment so as to prevent interference to equipment operated by the Owner, its tenants, either existing, or as a part of this project.

The new facility shall be pre, or parallel-wired, as much as possible, to minimize the downtime associated with the relocation of the dispatch personnel.

The Contractor is responsible for all necessary cabling, connectors, restraints, racks, cabinets, and other miscellaneous items required to complete a professional and servicable installation.

The Contractor shall also provide the delivery, moving, placement, and installation of the products being supplied, without the aid of the Owner's personnel.

All existing equipment to be relocated from the existing dispatch center will be done so by the Contractor except for computer equipment, and telephone equipment which will be moved as necessary by the appropriate vendor. Any remaining equipment presently in use in the old console, and not being relocated as part of this project, shall be removed and disposed of as directed by the Chief of Police or his designee. Relocation of any existing equipment and the installation of any new equipment shall not substantially impair the existing dispatching capabilities nor shall disruption of the dispatching operation continue beyond a reasonable period of time.

Other contractors and vendors involved in this project will utilize cabinet and rack space in the console. Therefore, cooperation between these parties will be required throughout the project. Improper cabling, termination, or inferior workmanship found in the console cabinetry by any party should immediately reported to the technology consultant.

Prior to and during installation, the equipment shall remain the property of the Contractor and is therefore his responsibility. Upon the completion of installation, he shall demonstrate the performance of the system to the technology consultant, at which time the system must perform to the specifications as bid. Upon the approval of the technology consultant, the ownership transfers to the Owner and the acceptance period commences. The acceptance period will be completed upon 336 consecutive hours of operation without a major system failure. Should a major system failure occur during this period, the acceptance period will restart from the beginning.

After successful completion of the acceptance period, the warranty period will commence. The warranty period for all equipment shall be no less than one year on all products. During the warranty period, the Contractor shall provide parts and 7-day-per-week/24-hour-per-day field and/or shop labor for all equipment and accessory failures that occur under normal use, at no additional expense to the Owner. Costs for this warranty coverage that exceed that provided by the manufacturer shall be included in the existing maintenance contract and shall not be a cost item in this project.

Exhibit "A" Page 4 of 4

5900 SOM CENTER RD. #167, WILLOUGHBY, OHIO 44094 216-263-8716 (Voice) 216-263-8717 (Fax)