

RESOLUTION NO. 13-88  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. V. STONE IN THE  
20<sup>th</sup> DAY OF JUNE, 1988.

A RESOLUTION RATIFYING THE ACTION TAKEN BY  
THE CITY MANAGER TO ENTER INTO AN AGREEMENT  
WITH PANACOM CORPORATION TO INSTALL A SOUND  
SYSTEM FOR THE CITY OF CENTERVILLE, OHIO.

THE MUNICIPAL OF CENTERVILLE HEREBY RESOLVES:


SECTION 1. That the action taken by the City Manager to enter into an agreement with Panacom Corporation to install a sound system in the Council Chambers in the Centerville Municipal Building Council is hereby ratified, in accordance with specifications prepared by the City. Said Agreement is attached hereto, marked "Exhibit "A" and is hereby made a part hereof. The total purchase price to be paid by the City including all equipment, shipping, delivery, cabling, labor, and installation charges is \$9,474.44.

SECTION 2. That this Resolution shall become effective immediately upon passage.

PASSED this 20<sup>th</sup> day of JUNE, 1988.

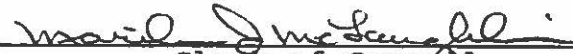
  
\_\_\_\_\_  
Mayor of the City of Centerville,  
Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a correct and true copy of Resolution Number 13-88, passed by the Council of the City of Centerville, Ohio, on the 20<sup>th</sup> day of JUNE, 1988.

  
Clerk of Council

Approved as to form, consistency  
with existing ordinances, the  
charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

AGREEMENT

Agreement entered into this 7th day of June, 1988, by and between THE CITY OF CENTERVILLE, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio, 45458, (hereinafter "CITY") and PANACOM CORPORATION, 4600 Springboro Road, Dayton, Ohio, 45439 (hereinafter "PANACOM"):

WITNESSETH:

WHEREAS, the CITY requested proposals for a sound system; and

WHEREAS, PANACOM submitted the lowest and best proposal for said sound system; and

WHEREAS, the parties must execute an agreement embodying the terms and conditions under which said sound system will be purchased by the CITY and installed by PANACOM;

NOW, THEREFORE, in consideration of the above recitations and the benefits to them mutually accruing the parties agree as follows:

1. Subject of Contract. The CITY hereby agrees to purchase and PANACOM hereby agrees to sell and install a sound system as described in the documents attached hereto as Exhibit "A" and incorporated herein.

2. Price. The total purchase price to be paid by the CITY to PANACOM including all equipment, shipping, delivery, cabling, labor, and installation charges is \$9,474.44 .

3. Payment Terms. The terms of payment hereunder are as follows:

Payment in full thirty days after system cut over date provided PANACOM has complied with all terms and conditions of this Agreement.

4. Time of Completion. PANACOM agrees that the complete installation and cut over of the sound system shall be completed no later than sixty days following the date of execution of this Agreement.

5. Facility Inspection. PANACOM agrees that the CITY provided sufficient opportunity prior to the execution of this contract for PANACOM to satisfy itself by personal examination at the site of the work as to the conditions existing and the difficulties likely to be encountered in the construction of the work. PANACOM accepts full responsibility for all conditions or

difficulties that may be encountered in the execution of the work. PANACOM agrees that it will fully carry out all of the requirements of this Agreement. No claim for extra compensation or for an extension of time will be accepted based on the failure of PANACOM to make field examinations and investigations, or for omissions made because of lack of familiarization with the requirements of this contract.

6. Cabling. Anything to the contrary herein notwithstanding, it is agreed that the total purchase price provided for in this Agreement includes the total cost to purchase and install all fixed cabling in the entire sound system using new teflon cable which complies with all applicable codes for return air plenum ceiling locations.

7. Warranty. PANACOM agrees that all material and equipment shall be of first class quality and in compliance with the specifications and proposal attached hereto. PANACOM further agrees that all labor and installation will be done in a workmanlike manner. PANACOM shall warrant all equipment and labor for a period of one (1) year from the sound system cut over date. During the warranty period, PANACOM shall provide all parts and labor necessary to maintain the new CITY sound system in good working condition.

8. Service. During the warranty period and, thereafter during such period as the CITY shall have a maintenance agreement with PANACOM, PANACOM shall respond to a request for service by the CITY during PANACOM's normal working hours, Monday through Friday, within twenty-four hours of receipt of the CITY's request for service, unless prevented by causes beyond PANACOM's control.

9. Final Acceptance Test and Inspections. Within thirty days after the date of the sound system cut over is completed, the CITY shall begin to perform final acceptance inspections and tests of the sound system requirements of this Agreement. Final acceptance of the sound system by the CITY shall occur when the CITY notifies PANACOM in writing stating that such acceptance by the CITY has occurred.

10. Title to the Equipment. Title to all equipment installed by PANACOM shall pass to the CITY upon notification of PANACOM by the CITY of final acceptance of the complete sound system.

11. Insurance and Risk of Loss. Until such time as title to the equipment has passed to the CITY as a result of its final acceptance of the complete system, PANACOM shall bear the risk of loss to said equipment or any part of it. During such period PANACOM shall maintain insurance for the full replacement value of all equipment installed by PANACOM.

12. Subcontractors. Any and all contracts made by PANACOM with subcontractors shall include the terms and conditions of this Agreement. PANACOM shall fully inform its subcontractors with regard to the terms and conditions of this Agreement. PANACOM agrees that it is fully responsible to the CITY for the full and complete performance of this Agreement.

13. Compliance with the Ohio Lien Law. Prior to final acceptance and the final payment hereunder, PANACOM shall furnish to the CITY a contractor's affidavit listing all subcontractors, materialmen and laborers with appropriate certificates or releases or waivers of lien attached showing that all subcontractors, materialmen and laborers have been paid in full. PANACOM shall also furnish similar documentation from any subcontractors and PANACOM and any subcontractors shall fully comply with all requirements of Chapter 1311 of the Ohio Revised Code.

14. Formal Agreement and Amendments. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though same were included herein, and if through mere mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, this Agreement shall forthwith be physically amended to make such insertion. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

15. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no waiver, modification, or amendment shall be effective unless set forth in writing and executed by both parties. Oral instructions or interpretations are not to be considered as binding on the CITY, unless confirmed in writing as stated herein.

16. Arbitration. The parties agree that any disputes concerning the terms and conditions of this Agreement and the work to be performed hereunder which cannot be resolved through negotiation, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and any decision resulting from said arbitration shall be binding upon the parties and may be enforceable in a court of competent jurisdiction.

17. Cancellation. CITY reserves the right to cancel this Agreement in the event the contractor fails to perform any of its duties and obligations hereunder. The CITY reserves all of its rights and remedies which may be awarded in law or in equity.

18. Non-Assignability. None of the rights or obligations of either party hereunder may be assigned in any way by either party without the written consent of the other party. In the event of any assignment with consent, the party making the assignment shall nevertheless be bound as a guarantor.

19. Non-Discrimination in Employment. PANACOM agrees that it and its subcontractors will not discriminate on the basis of race, color, creed, sex, age, national origin, or handicap in employment practices.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their appropriate corporate seals on the date first above stated. The person executing this Agreement for the parties each acknowledge that they are duly authorized to execute this Agreement.

WITNESS:

*Scott J. Campbell*  
\_\_\_\_\_

CITY OF CENTERVILLE

By: *Darryl K. Kenning*  
Darryl K. Kenning  
City Manager

WITNESS:

*Steve A. Fawcett*  
\_\_\_\_\_

PANACOM CORPORATION

By: *John A. Murray*  
Its: SALES/ENGINEERING

APPROVED AS TO FORM:

CITY OF CENTERVILLE

By: *Robert N. Farquhar*  
Robert N. Farquhar  
Municipal Attorney

CITY OF CENTERVILLE  
SOUND SYSTEM  
PROPOSAL  
Exhibit "A" of Contract



**JOHN A. MURRAY**  
SYSTEMS DESIGN ENGINEERING

**PANACOM CORPORATION**  
4800 SPRINGBORO RD., DAYTON, OHIO 45439  
(513) 299-8000



PANACOM CORPORATION, 4600 SPRINGBORO ROAD, DAYTON, OHIO, 45439, (513) 299-6000

TO	CITY OF CENTERVILLE	DATE	6-7-88	Please indicate this number when ordering	2837
	SPRINGVALLEY PIKE	YOUR INQUIRY DATED	6-3-88	TERMS	NET 30 After 1st beneficial use of new system
	DAYTON, OH 45459	PROPOSED SHIPPING DATE	60 DAYS ARO	TO BE SHIPPED VIA	BWS
	ATTN: MR. ALAN SCHWAB	SALESMAN	JOHN MURRAY	F. O. B.	SITE
				PPD.	COLL.
				X	

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Panacom Corp. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
A.	Council Chambers Sound System per the enclosed equipment list and drawing, including all engineering, drafting, assembly, installation, check-out, adjustment, and final training for a complete and operating system.....		\$9474.44
B.	The above System is covered by a (1) one year parts and labor warranty supplied by Panacom.		
C.	All AC Power and related hardware is to be supplied and installed by others.		
D.	Tax, if applicable, is extra.		

QUOTE VALID FOR 30 DAYS.

BY John C. Murray  
CUSTOMER COPY

TO CONFIRM ORDER, SIGN AND RETURN WHITE ACCEPTANCE COPY



FOR: City of Centerville Council Chambers

EQUIPMENT LIST

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MODEL NUMBER</u>	<u>DESCRIPTION</u>
13	AKG	LGN-13	13" Nickle Finish Goose-neck
Lot (2M)	West Penn	25291	Plenum Mic Cable
1	Biamp	Advantage 1	(8) Input Mixer
1	Biamp	Advantage EX	(8) Input Expander
2	Biamp	Advantage AG	(8) Channel Auto-Gate Unit
1	EV	EVT-2210	Dual Octave Equalizer
1	TOA	P906A	60 Watt Power Amp
1	TOA	MB-931A	P-906A Rack Kit
1	Soundolier	WA100-36	36-3/4" Equipment Rack w/Rear Door
1	Soundolier	110-36	Locking Front Door
1	Soundolier	ACRL-191	AC Power Panel
2	Soundolier	A19-1	1-3/4" Blank Panel
2	Soundolier	A19-3	3 1/2" Blank Panel
1	Soundolier	SVP19-3	3 1/2" Vent Panel
2	Dukane	3A230	Remote Feed Isolation Transformers
1	Panacom	Custom	Multiple Connector Cable TV Feed Receptacle
Lot (250')	West Penn	25224	Plenum Speaker Cable
12	EV	PRO-8AT5	8" High Quality Co-Axial Speaker with Transformer
12	Soundolier	81-8	T-Bar Bridge
1	Dukane	3A100	Output Balancing Transfmr.
2	AKG	D-222EB	Microphone
13	Switchcraft	P3F	Connector/Adapter
12	Atlas	AD-12B	Flange