

**AGENDA ITEM**  
**March 5, 2013**

Subject: Outdoor storm sirens, Maintenance and Bi-Annual service contract

Department: Emergency Management

Bids were solicited for the maintenance and bi-annual service contract for the City's nine outdoor sirens. A total of two bids were received for consideration, the submitted quotes are listed below:

1) Blue Valley Public Safety, Inc.	\$3,343.00
2) Washington Electronics	\$2,090.00

All bids meet or exceed the requested specs.

This is a funded item under Emergency Management 100-5-2050-237, service agreements.

**BILL NO. 2013-014**

**ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING THE BID AND AUTHORIZING THE EXECUTION OF A STORM SIREN MAINTENANCE SERVICES CONTRACT WITH WASHINGTON ELECTRONICS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:**

**Section 1.** This hereby approves a bid from Washington Electronics for bi-annual storm siren maintenance in the amount of \$2,090.00 and authorizes the execution of an agreement between the City of Nevada and Washington Electronics of Pittsburg, Kansas, attached hereto as "Exhibit A" and incorporated herein by reference is hereby approved.

**Section 2.** The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada, Missouri the attached agreement for bi-annual storm siren maintenance with Washington Electronics.

**Section 3.** The Ordinance shall be in full force and effect after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(seal)  
ATTEST:

\_\_\_\_\_  
Brian L. Leonard, Mayor

\_\_\_\_\_  
Beverly Baker, City Clerk



611 N Pine

Pittsburg, Kansas 66762-4546

Phone: (877) 702-5075

FAX (620) 232-3461

Email: [debra@washele.com](mailto:debra@washele.com)

January 31, 2013

City of Nevada  
City Clerk Office  
110 S. Ash Street  
Nevada, Missouri 64772

RFB "Storm Siren Maintenance"

We are a Service Disabled Veteran Owned Small Business. Our Company has been In business for 20 years with fifteen (15) employees on our team. We provide sales And service to the Law Enforcement and Military Communities locally and nationally. We also service and sale of two-way radios and Whelen Giant Voice products. We Are requesting to bid on the following solicitation.

"Storm Siren Maintenance"

Closing Date: February 25,2013 1:00pm

Sincerely,

Debra-Rice

Washington Electronics

611 N Pine

Pittsburg, Kansas 66762

Cellular: 620-719-0513

Web: [www.washele.com](http://www.washele.com)

City of Nevada  
110 South Ash Street  
Nevada, Missouri 64772

## REQUEST FOR BIDS

The City of Nevada is actively soliciting bids for preventive maintenance for its storm siren system. Use of a bucket truck to inspect and repair the siren head is expected. All bids are to be sealed and submitted to:

City of Nevada  
City Clerks Office  
110 South Ash Street  
Nevada, Missouri 64772

SEALED Bids will be received on or before **1:00 p.m., Monday, February 25<sup>th</sup>, 2013** in a sealed envelope at City Hall, 110 South Ash Street, Nevada, Missouri 64772 and marked **Siren Maintenance Bid**. All bids are to be submitted by mail or hand delivered. No facsimile or other electronically submitted bids will be accepted.

Price quotes are to be F.O.B. delivered at Nevada, Missouri. Payment terms and date of delivery of product must be described as a part of your bid.

**REQUEST FOR ACCOMMODATION:** If you are an individual with special needs as addressed by the Americans with Disabilities Act, please notify City Hall, 110 South Ash Street, Nevada, Missouri, 64772 or call 417-448-2700, at least five (5) working days prior to the bid opening.

The City of Nevada hereby notifies all bidders that it will insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award.

The City of Nevada reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, the City reserves the right to reject the bid of any bidder it believes would not be in the best interest of the City to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established for the proposed services. The City also reserves the right to select the bid it deems most beneficial and economical.

**STATE SALES TAX:** This transaction is exempt from state sales tax and the City will assist the successful bidder in obtaining the necessary documents to exclude sales tax.

## Scope of the Maintenance Required

The City of Nevada has a storm siren system consisting of nine (9) mechanical sirens. The scope of the bid requires a biannual inspection, one time in the spring and the other in the fall, of the nine sirens consisting of:

1. Inspect all cabinets for moisture, insects, loose equipment or cable connections, and tight weather seals.
2. Inspect condition of pole, guy wires, and grounding wires
3. Meg out the motor and measure operating amperage. Check thermal overloads for proper size.
4. Examine mounting for loose bolts or weak supports.
5. Examine cables and connections.
6. Check rotator brushes and brush springs.
7. Clean collector ring.
8. Check belts and pulleys.
9. Check gear reducer and bearing housing.
10. Check gear case for oil leaks. Change oil in gearboxes.
11. Check and lubricate idler bearings and rollers.
12. Lubricate and adjust chain drives.
13. Grease all gears, bearings, and zerk fittings.
14. Clean brushes and motor commutator.
15. Inspect bird screens.
16. Check frequency drive faults.
17. Inspect blower mount.
18. Clean and lubricate blower relief valves.
19. Other preventive maintenance work as directed by department.

The following companies were solicited for bids:

BVPS  
509 James Rollo Dr.  
Grain Valley, Mo 64029

Washington Electronics  
611 N. Pine  
Pittsburg, Ks 66762

CDL  
201 N. Joplin  
Pittsburg, Ks 66762



611 N. Pine  
Pittsburg, KS. 66762

# BID

Date	BID
1/31/2013	3214

Name / Address
City of Nevada 120 S Ash Nevada, Mo. 64772

Project

Item	Description	Qty	Cost	Total
Maintenance Cont...	Maintenance Contract for Storm Warning Sirens TWICE ANNUALLY	1	2,090.00	2,090.00
	debra			

Thank you for the opportunity to bid. Bid good for 30 Days		<b>Subtotal</b>	\$2,090.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$2,090.00

## STORM WARNING SIREN MAINTENANCE CONTRACT

THIS CONTRACT is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Nevada, Missouri, (hereinafter referred to as "City"), and Washington Electronics, Inc., Pittsburg, Kansas (hereinafter referred to as "Contractor"), whereby Contractor shall provide service on 9 sirens within the City.

**Section 1. Service to be Performed.** Services provided to the City in accordance with the terms and conditions contained in this contract shall include service upon 9 sirens and appurtenances thereto TWICE annually. Locations of said Sirens are provided as an attachment hereto. Maintenance shall occur in the First Quarter. Contractor shall perform the services, and supply the goods or equipment required to perform said services, for the fee outlined herein. The fee outlined in this Contract does not include replacement or repair parts required during maintenance activities. Contractor shall outline herein to factory-recommended specifications. Contractor shall use factory replacement parts or equal or better value and quality.

The Contractor agrees to perform the maintenance of the City's equipment and remedy only problems and defects caused by normal use. The contractor shall not be responsible for the repair of abused equipment, fire, water, hail, wind, tampering with, power fluctuations or acts of God. The Contractor is not responsible for the failure due to owner or any others performing inadequate service.

This contract does not cover tower maintenance, transmission lines, connectors, antennas or any tower-related defects, nor does it cover service calls to repair sirens. Service calls after maintenance does include Mileage/Travel to Site, removal of sirens or equipment, shipping of items for factory repair, replacement or repair of equipment or cost of repair. If MAJOR repairs are required at time of maintenance these shall be addressed and quoted as a separate cost for repair. Tower maintenance and service calls can be provided at any time through addenda to this contract or a separate contract at the tower repair rates and materials cost applicable at the time the addenda or supplemental contract is executed. Further, the Contractor shall not be responsible for computer systems, laptop/desktop and software used in conjunction with Mobile Data Systems or Console operations.

**Section 2. City's Responsibilities.** The City shall provide electrical, lighting and heating if equipment is to be repaired onsite. Further, City agrees to make no changes to equipment without Contractor's knowledge (adjustments, repairs, installations, etc.) Any such adjustments, repairs or installations shall be made by the contractor or under their supervision for the covered equipment. The City further agrees to maintain all Federal Communications Commission (FCC) Regulations and Licenses up to date and posted per FCC Rules and Regulations. The Contractor shall not be responsible for any FCC regulations of equipment that is not under the direct control of the Contractor.

**Section 3. Terms of Contract.** This contract shall begin on JANUARY 2013 and shall end no later than December 31, 2013. The City Manager, following approval of the City Council, is authorized to enter into an amendment to extend the term of this Contract and/or time of performance for the Contract.

**Section 4. Amendments.** Any substantial amendments affecting the compensation amount, the scope of work or the length of the contract shall require approval of the City Council and shall be adopted by resolution or ordinance signed by the Mayor and attested by the City Clerk.

**Section 5. Compensation.**

A. The amount of compensation the City shall pay Contractor under this Contract is \$2090.00. Contractor shall provide all services covered by this contract as said price.

B. Contractor shall invoice the City, in a form acceptable to the City, Monthly during each month services are performed. Payment of all billings will be on a Net-30 day basis.

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or Default of terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract. Certified payrolls must accompany all invoices for such services provided requiring payment of prevailing wage as outlined in Section 6 below.

E. The City is not liable for any obligation incurred by contractor except as approved under the provisions of the Contract.

**Section 6. Prevailing Wage.** Many maintenance operations require activities that require payment of a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of KANSAS. All such operations shall be paid in accordance with the applicable prevailing wage. Applicable prevailing wage are attached hereto and incorporated herein by reference. Certificated payrolls and an Affidavit of Compliance with Prevailing Wage Law must be submitted and approved by the Project Director prior to final payment on this Contract.

**Section 7. Notices.** All notices required by this contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the City Manager or Project Director as the City's Manager's designee. All notices are effective on the date mailed or deposited with courier.

**Section 8. Attachments.** The following documents are Attachments to this Contract and are attached hereto and incorporated herein by this reference: Scope of Service and Prevailing Wages applicable to this project.



**Section 9. Insurance.** It is agreed that the Contractor shall procure and maintain during the life of this contract, with the City of Nevada as an Additional Insured on the Certificates of Insurance, the following:

The Contractor's General Public Liability and Property Damage Insurance, including Vehicle coverage, issued to the Contractor shall protect the Contractor and the owner from all claims for personal injury, including Death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the contractor and shall also include coverage for Products and/or completed operations. Insurance shall be written with a combined single limit for injury and/or property damage liability of not less than \$1,000,000 per occurrence and with aggregate of not less than \$1,000,000. Insurance shall also provide a per project endorsement.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance to protect it from any and all claims arising from the use of the following in the execution of the Work: A) Its own automobiles and trucks. B) Hire automobiles and trucks. C) Automobiles and trucks not owned by the Contractor and/or subcontractor. The insurance shall cover the use of the autos and trucks both on and off the site of the Project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

The Contractor and/or Subcontractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation, disability benefits and other similar employee benefit acts. This amount shall be in accordance with statutory limits.

The Contractor and/or Subcontractor shall furnish the City prior to beginning the Work, satisfactory proof of carriage of all insurance required by this Contract, with the provision that policies shall not be cancelled, modified, or non-renewed without ten days written notice to the City of Nevada.

**Section 10. Subcontracting/Contractor's Responsibility for Subcontractor's.**

Contractor shall not subcontract, assign or transfer any part or all of Contractor's obligations or interests without City's prior approval. If Contractor shall subcontract, assign, or transfer any part of Contractor's interests or obligations under this Contract without the prior approval of City, it shall constitute a material breach of the contract.

It is further agreed that the Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons it directly employs. The Contractor shall cause appropriate provisions to be inserted in all subcontractors relating to the Work, to bind all subcontractor's to the Contractor by all the terms herein set forth, insofar as applicable to the Work of subcontractors and to give the contractor the same power regarding termination of any subcontract as the City may exercise over the Contractor shall create any contractual relation

between the subcontractor and the City between subcontractor's.

**Section 11. Independent Contractor.** Contractor is an independent contractor and is not City's agent. The Contractor has no authority to take any action or execute any documents on behalf of City.

**Section 12. Incorporation of Federal/State Laws and Regulations.** Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Contract are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments  
Contractor shall comply with all federal/state and local laws, Ordinances and regulations applicable to the work and the contract.

**Section 13. Termination.** The City reserves the right to terminate this Contract by giving at least 5 days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City for the following reasons:

**A. Insufficient Financial Resources.** The City may terminate this Contract if the Contractor is adjusted bankrupt, or if the Contractor shall make a general assignment For the benefit of its creditors, or if a Receiver shall be appointed for the contractor or For any of its property, or if the Contractor should refuse or fail to make prompt Payment to any person supplying labor or material of the work under the contract.

**B. Failure to Carry Out Work.** The City may terminate this Contract if the Contractor persistently disregards the instructions of the City or fails to observe or Perform any provision of the Contract.

**C. Convenience.** The City may, at any time upon ten (10) day notice to Contractor Specifying the effective date of termination, terminate this contract, in whole or in Part. If the City terminates this Contract, the City shall be liable only for payment for Services rendered before the effective date of termination. Contractor shall prepare An accounting of the services rendered before the effective date of termination. Contractor shall return to City any sums paid in advance by City for services that Would otherwise have had to be rendered between the effective dates of termination And shall return to City any remaining sums within 30 days of such date.

**Section 14. City's right to Proceed.** In the event this contract is terminated pursuant To Paragraph 12, then the City may take over the work and prosecute the same to completion, by contrast or otherwise, and Contractor and its sureties shall be liable to the City for any funds over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work side and are necessary for completion of the work.

The Foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract, City ordinances and State and Federal Laws.

**Section 15. Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Section 16 Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

**Section 17. Compliance to Executive Order 11246.** The Contractor agrees to abide by Executive Order 11246, as amended, and Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following:

17.1 The Contractor will not discriminate against any employee or applicant for Employment because of race, color, religion, sex or national origin. The Contractor will take Affirmative action to ensure that applicants are employed and employees are treated during Employment, without regard to their race, color, religion, sex or national origin.

17.2 Such action shall include, but not be limited to, the following:  
Employment, upgrading, demotion, or transfer, recruitment or recruitment Advertising; layoff or termination rates of pay or other forms of compensation;  
And selection for training, including apprenticeship. The Contractor agrees to post notices in conspicuous places, available to employees and applicants for employment, To be provided by the contracting officer setting forth the provisions of this Nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive Consideration for employment without regard to race, color, religion, sex, or National origin.

**Section 18 Conflicts of Interest.** Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this contract.

**Section 19. Reports.** Contractor shall provide City detailed reports of actual contract usage by category with each pay request.

IN TESTIMONY WHERE OF, the Contractor has hereunto set his hand and seal, and the City of NEVADA executes this Contract by its Mayor, attested by its City Clerk.

CITY OF \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: Mayor

OWNER: George Washington

(SEAL)

ATTEST:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

City Clerk

(Affix Corporate Seal)

**SIREN MAINTENANCE CHECK LIST**

Station #: \_\_\_\_\_ Siren Address: \_\_\_\_\_

Installation Date: \_\_\_/\_\_\_/\_\_\_ Inspection Date: \_\_\_/\_\_\_/\_\_\_

Inspector: \_\_\_\_\_

**PHYSICAL INSPECTION:**

	<u>OK</u>	<u>NOT OK</u>	<u>COMMENT</u>
Mounting Hardware	___	___	_____
Speaker Assembly	___	___	_____
AC Service	___	___	_____
Proper Grounding	___	___	_____
Solar Panels*	___	___	_____
Antennas*	___	___	_____
Conduit Connections	___	___	_____
Siren Case Assembly	___	___	_____
Batteries	___	___	_____
Components Secure	___	___	_____
Harnessed	___	___	_____

**LOCAL OPERATIONAL TESTING**

Battery Voltage	___	___	_____
Manual Test:			
Clear	___	___	_____
Wail	___	___	_____

<b>Attack</b>	—	—	_____
<b>Alert</b>	—	—	_____
<b>Air Horn</b>	—	—	_____
<b>Hi-Lo</b>	—	—	_____
<b>Whoop</b>	—	—	_____
<b>Clockwise</b>	—	—	_____
<b>Counter Clockwise</b>	—	—	_____
<b>(SI TEST®):*</b>	—	—	_____
<b>AC LED</b>	—	—	_____
<b>DC LED</b>	—	—	_____
<b>Partial LED</b>	—	—	_____
<b>Full LED</b>	—	—	_____
<b>Rotor LED</b>	—	—	_____
<b>Timer Set LED</b>	—	—	_____
<b>Audio Preset LED</b>	—	—	_____
<b>Microphone</b>	—	—	_____
<b>Mic Volume</b>	—	—	_____