

CITY OF MARIANNA
COMMISSION AGENDA MEMO
June 4th, 2019

ITEM # _____

ADMINISTRATIVE STAFF REPORT

Subject: Capital Outlay; MERE Complex lightning prediction system

Subject Background: Parks & Recreation has approved in its 2018/2019 budget \$14,000 for the purchase and installation of a lightning prediction system for the MERE Complex on Caverns Rd. This system will be used to determine when to remove participants and fans from the facility in the case of bad weather. Currently recreation staff has to use their best judgement as to when to do this.

Recreation Staff has researched the many different types of systems on the market and has decided the best option is the Thor-Guard system. This product is the only product on the market that is a true prediction system and one that does not have to have lightning strikes already in the area. This product is endorsed by the PGA of America and is used on many of the larger parks around the country. Locally, Enterprise Parks and Rec., Ft. Walton beach complex and Niceville Parks and Rec. have all started using this system.

Recreation staff has received three price quotes from the following on the Thor-Guard system.

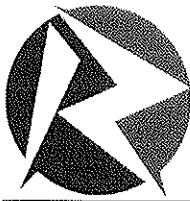
Relyon	13,184.00
Petro Gaurdian	16,000.00
Thor- Guard Inc.	15,941.25

Recommendation: Staff recommends approval of bid in the amount of \$13,184.00 to Relyon for the purchase and installation of the Thor-Guard lightning prediction system to be used at the MERE Complex.

Potential Motion: I move to approve the recommendation.

Prepared by: Clay Wells

Approved for agenda by:



Project: Marianna Parks and Rec.

Location: 3625 Caverns Rd
 Marianna FL

Project No: n/a

Total Amount: \$12,814.00

Proposal: 18-066

Revision No:

Date: 5/23/2019

Estimator:

Sales Contact: Barton Platte

ENGINEERED THOR GUARD LIGHTNING PREDICTION SYSTEM

MODEL	DESCRIPTION	QTY	PRICE	TOTAL
TGN-SYS	BASE EQUIPMENT	1	\$10,564.00	\$10,564.00
	<ul style="list-style-type: none"> • THORGUARDIAN L-125 COMPUTER CONSOLE • WEATHERPROOF MOUNTED BOX • EXTERNAL HORN CLUSTER • HEAVY DUTY STROBE LIGHT (WITH CABLE LENGTH UP TO 40') • MOUNTING BRACKET & TRIPOD • Solar Panel 			
	Battery Back-up 1500 KVA.	1		\$250.00
	1 Year Maintenance			
	Sub Total			\$10,814.00
	Tax			
	FREIGHT			\$200.00
	INSTALLATION			\$1,800.00
	Total			\$12,814.00
	<i>1 yr. maintenance</i>			<i>1,000.00</i>
				<i>\$12,814.00</i>

Scope Of Work:

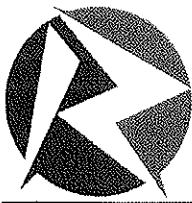
- Provide materials and installation by 4LP for the L125 Thor Guard system, as quoted above.

Warranty:

- (5) years of free software upgrades
- (2) year limited warranty on Thor Guard computer console and VOT horn warning equipment
- (1) year limited warranty on strobe lights, batteries, solar panels, and U.P.S units.

Exclusions:

- If required, contractor (typically electrical) shall furnish and install 1" Schedule 40 PVC conduit with pull string.
- If required, contractor shall furnish and install any extra materials required for mounting. Examples include telephone poles, etc.
- Thor PCX Software. This also requires a PC operating system Windows Vista or newer with a minimum 2GB RAM.
- Contractor (typically roofing) shall furnish any required protective materials to avoid complications with roof warranty which may include, but not limited to, pads, pavers, strips, and slip sheets.
- Excludes special systems grounding and electrical system bonds including, but not limited to, building steel, signal reference grounds, bus bars, electrical service entrance grounding, transformer grounding, telephone system grounding, and equipment grounding, unless otherwise indicated.
- Excludes trenching equipment, manlifts and/or scaffolding.
- Bonding or special insurance requirements excluded, but can be obtained at an additional cost.



Project: Marianna Parks and Rec.
Location: 3625 Caverns Rd
Marianna FL
Project No: n/a
Total Amount: \$12,814.00

Proposal: 18-066

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Date: 5/23/2019
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Standard Terms and Conditions of Sale

1) Agreement

This quotation contains the complete agreement between Purchaser and Relyon, LLC. No terms and conditions other than the terms and conditions contained herein shall be binding upon Relyon, LLC unless accepted by, in writing and signed by a Relyon, LLC officer. All terms and conditions contained in any prior oral or written communication, including, without limitation, cases where the Purchaser's Purchase Order containing Terms and Conditions is the latest document exchanged between Purchaser and Relyon, LLC, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Relyon, LLC. All prior proposals, negotiations and representations, if any, are merged herein.

2) General Conditions

This proposal is good for acceptance within 30 days (Unless a specific expiration date is given in quotation). Any delays in award due to changes or other causes beyond the control of Relyon, LLC may require new pricing. This price is based on the information provided by the client. This price may change upon receipt of specifications, architectural and structural drawings in the event Relyon, LLC did not have them at time of bid. Pricing is for items listed above only. Any additions or alterations by architect/contractor beyond that listed above will be subject to additional cost.

3) Terms of Payment

Relyon, LLC will invoice monthly on the 20th for all installation labor or services performed during the billing cycle and for all material delivered to the job-site or off site storage facility, if circumstances require. Purchaser agrees to pay full amounts invoiced upon receipt of payment by owner. Payment of 95% is expected before any certifications will be released.

4) Termination Provisions

Authorization accepted can be canceled only with Relyon, LLC written consent and upon terms, which will protect Relyon, LLC from any loss. Terms are if any work has been completed, Relyon, LLC has the choice to invoice the work.

5) Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

6) Governing Law, Arbitration and Litigation

This transaction shall be governed in all respects by the laws of the State of Louisiana (excluding choice of law provisions). Purchaser agrees that all claims, disputes and other matters in question between Relyon, LLC and Purchaser arising out of or relating to this agreement of breach thereof shall be decided, at the sole discretion of Relyon, LLC, by arbitration in accordance with the rules of the American Arbitration Association or litigation in the appropriate Texas state court.

7) Liability

In no event shall Relyon, LLC be liable to purchaser, agent or employee for lost business profits, incidental, consequential, special, or indirect damages arising out of the sale, installation or use of the lightning protection system. **UNDER NO CIRCUMSTANCES SHALL Relyon, LLC'S LIABILITY TO PURCHASER EXCEED THE CONTRACT PRICE.** INDEMNIFICATION: Relyon, LLC shall not be responsible for any losses or damages sustained by the Purchaser or any other person as a result of improper maintenance. Purchaser shall defend, indemnify and hold harmless Relyon, LLC and its agents and employees against any loss, damage, (liens, fines, penalties, cost, cause of action), claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Purchaser's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale or installation, either caused by concurrent and/or contributory negligence of Purchaser, Relyon, LLC, or any of their agents, employees or suppliers. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, worker's compensation acts, disability benefits acts, or other employees benefits acts. The obligations, indemnities and covenants contained in this paragraph shall be carried through the duration of this contract, unless terminated.

TO ACCEPT THIS PROPOSAL AND ITS TERMS AND CONDITIONS, SELECT ADDERS, SIGN BELOW AND RETURN ALL PAGES BY EMAIL TO ESTIMATING@Relyon.COM OR FAX TO 985-882-5032.

Offered By:

Barton Platte 5/23/2019
Signature Date

Barton Platte Relyon – Sales
Signature Company - Title

Accepted by:

Signature Date

Printed Name Company - Title

Contact Email and/or Phone Number



SERVICE/PREVENTIVE MAINTENANCE AGREEMENT

Company Name

Address

Address

Thor Guard is a vital safety device and an integral component of your daily operations. Keeping your THOR GUARD lightning prediction and warning system operating properly is critical. This equipment needs to be maintained on a regular basis. The primary purpose of this maintenance program is to perform a complete and thorough system analysis four times annually, frequency defined by the environmental conditions in your geographic area. The following service procedures will be performed as part of this service agreement.

- Thorough cleaning of hyperstatic sensor (for older units)
- Diagnostic test of base system to ensure proper working order
- Diagnostic test of remote horn locations
- Battery load test at base and all remote locations
- Compression check and horn test at all locations
- Transmitter and receiver check
- Up-grade system to new & improved circuit board chip if necessary to improve performance
- Provide additional training, if needed

ONE YEAR MAINTENANCE FEE:

\$ 1,000.00 / \$250.00 to be billed each quarter

Please note that the primary purpose of this agreement is to ensure that all aspects of your lightning prediction and warning system are operating properly on the day of each service call. The customer, however, is responsible for daily, routine maintenance of their Thor Guard system in order to guarantee that it is operating properly on an every-day basis. Neither Thor Guard nor the Service Agent is responsible for any disruption of service due to normal wear and tear after this maintenance service agreement is completed.

Please send a signed copy of this agreement, along with your payment either via email and phone or directly to: 4LP, LLC, 29089 Krentel Rd. Lacombe, LA 70445.

In the event the system requires immediate attention between maintenance visits you may contact us for additional service. These visits will be billed separately at our regular service rates.

Note: This agreement does not include parts and factory repair.

The above service contract is understood and agreed upon:

By: _____ Customer Name _____

Petro Guardian LLC
29089 Krentel Rd
Lacombe, LA 70445
9858822985
sales@petroguardian.com
http://petroguardian.com/



PETROGUARDIAN®

ESTIMATE

ADDRESS

Marianna Parks & Recreation

ESTIMATE # 1414

DATE 10/09/2018

SITE ADDRESS

Marianna, FL

ACCOUNT MANAGER

Derek Hoffritz

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Services	<p>ThorGuardian L-125 - Lightning Prediction System (Early Warning) Includes: ThorMobile Application Excludes: Any additional warranties, installation, or drawings, if needed.</p> <p>The THORGUARDIAN is the first, totally integrated advance warning system for lightning. The sensor continuously monitors the atmosphere's electrostatic energy as far away as 15 miles and evaluates the potential for lightning within an area approximately 2 miles in radius. When the system determines a hazardous condition, the air-horns and strobe light provide necessary alerts.</p> <p>The entire system can be easily installed outdoors as a single unit, or the control box can be located separately.</p> <p>HIGHLIGHTS</p> <ul style="list-style-type: none">- Continuously monitors atmospheric electrical activity 15+ miles- Can be set to Predict Lightning .5 to 2.5 miles radially around your location- Fully Customizable Horn Cluster Hours of Operation- Can be set to Manual or Automatic Modes	1	16,000.00	16,000.00

TOTAL

\$16,000.00

Accepted By

Accepted Date



1193 SAWGRASS CORPORATE PARKWAY
SUNRISE, FL 33323
Phone: (888) 571-1212 Fax: (954) 836-0808
www.thorguard.com

October 11, 2018

Clay N. H.

~~Mr. Derek Hoffritz~~
Marianna Parks & Recreation
3625 Caverns Rd.
Marianna, FL 32446

RE: THOR GUARD QUOTE:

Dear Derek,

As per your request, please find the following quote for the purchase and installation of the Thor Guard Lightning Prediction and Warning System.

1-Thorguardian (Stand alone Lightning Warning System)	\$ 7,700.00
1- 40 Watt Solar Panel	\$ 450.00
Freight (Approximate)	\$ 250.00
Taxes (@ 7.5%)	\$ 641.25
2-Year Extended Warranty on Controller	\$ 400.00
Installation, Administration & Training	<u>\$ 6,500.00</u>
TOTAL	\$15,941.25

A Horn and Strobe Light are included. We will need your staff to install a 6x6x14 treated wooden post with 4' in the ground and a 3/8" ground rod 6' long 1" away from the post for the installation.

All quotes are guaranteed for 90 days.

All shipments are F.O.B. Sunrise, FL. Prepaid and invoiced to the customer.

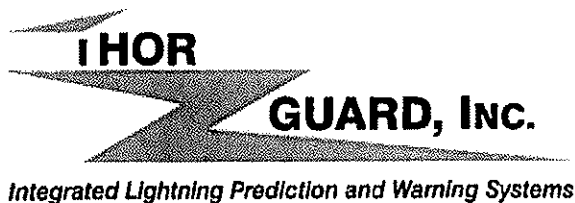
Thank you for your consideration of purchasing this product. If you need any additional information, please don't hesitate to contact me.

Cordially,

John C. Watson

John C. Watson
Territory Manager

JCW/aig



May 11, 2017

Jefferson Parish Public School District

To Whom It May Concern,

THOR GUARD, Inc is the sole manufacturer and sole, authorized marketer of THOR GUARD Lightning Prediction and Warning Systems. THOR GUARD is the only company in the world that manufactures a true lightning prediction system based on changes and shifts of earth's electrostatic atmosphere.

THOR GUARD products are American made. All aspects of our business including our executive team, employees, research, development, and manufacturing are based in Sunrise, Florida.

THOR GUARD products are designed and operate through the use of our exclusive proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not authorized any company or individual to manufacture our products or utilize our unique trade secret engineering and software systems. We are not a franchisor. Only authorized sales and services representatives of THOR GUARD have access to authentic, THOR GUARD products as well as the service expertise to properly install and maintain our systems.

We hope this position statement provides you with the necessary information to distinguish THOR GUARD lightning prediction technology from existing lightning detection systems which assert to compete with THOR GUARD.

We appreciate your interest in THOR GUARD and look forward to providing our products and services to you in the future.

Very truly yours,

RA Miller
Vice President



THOR GUARDIAN

LIGHTNING PREDICTION SYSTEM

The THOR GUARDIAN is the first, totally integrated advance warning system for lightning. The sensor continuously monitors the atmosphere's electrostatic energy as far away as 15 miles and evaluates the potential for lightning within an area approximately 2 miles in radius. When the system determines a hazardous condition, the air-horns and strobe light provide necessary alerts.

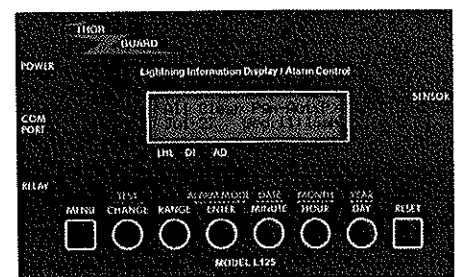
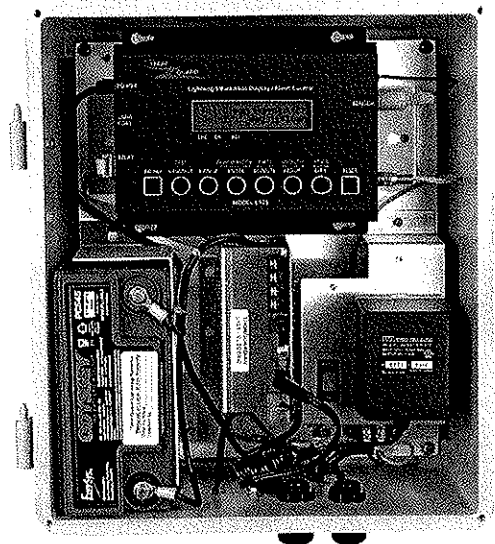
As a leader in lightning prediction, THOR GUARD has advanced its state of the art lightning prediction technology by the development of its propriety L125 prediction computer.

The entire system can be easily installed outdoors as a single unit, or the control box can be located separately. Under normal conditions, the air horns have a range of approximately 700 yards, in a 360' pattern. An external status LED indicates THOR GUARDIAN is operational.



FEATURES

- THOR GUARD L125 lightning prediction computer.
- LCD provides immediate lightning / system status.
- Sensor, Strobe, Air-horns, Mtg. Bar & Tripod included.
- User - hours of operation, selectable by day.
- 12 selectable ranges permits desired sensitivity.
- Designed for continuous unattended operation.
- Automatic system status ensures timer operation.
- Automatic notification, both visual and audible, of "RED - ALERT" and "ALL - CLEAR" conditions.
- Strobe light that remains on during "RED ALERT".
- AC Power (120V) or Optional Solar Power.
- RS232 port (DB9) allows interface to users computer providing data for THOR GUARD's ThorPCX (Optional) visual display and storm storage software.
- Audible notification for low battery or test failure.
- High performance long life rechargeable battery.



SELECTED SPECIFICATIONS

Models: Emergency Notification with L75R or L75B, L75E

Model Specifications: L75R Local THOR GUARD VOT Base Horn & Remote Horns (Enclosure Optional)
 L75B Local THOR GUARD VOT Base Horn (Enclosure Optional)
 L75E Emergency Notification Only. (Enclosure Included)

Safety Specification: TÜV (NTRL), CE

Power Requirement: Voltage: 120 Volts AC, 60 Hz, Single Phase
 Power: .25A, 30 Watts

Power Supply: 3-Plug, Wall Mounted, Grounded
 120 VAC, 60 Hz
 Dimensions: 2.68" W x 2.19" D x 3.45" H
 Safety Specifications: UL, CSA
 Power Cord: 6 ft. Weight: 1.5 Lbs.

Console: Dimensions: 7.25" L x 8.75" W x 1.75" H
 Weight: 2 Lbs.

Lightning Prediction Sensor (Maintenance-free) Dimensions: 12" L x 6" W x 14" H
 Weight: 2 Lbs. (Excludes Cable)
 Mounting: 1" Diameter Threaded Pipe

Sensor Cable: West Penn 5992 (Optional Plenum Cable)
 3/8" Dia. Double Shielded Triaxial with Teflon Core
 Standard Lengths Available 75ft., 125ft., 150 ft. (200 ft. Max. Length)

Vot Comm-Link Cable: West Penn ACQ 3186 UL Listed Nec Type CL3 (Optional Plenum Cable)
 5/16" Dia. Shielded 6 Conductor PVC Jacket.
 Standard Lengths Available 75 ft., 125 ft., 150 ft. (200 ft. Max. Length)

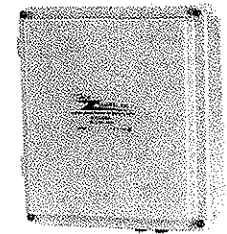
VOT Air Horn Cluster: Manufacture: THOR GUARD
 Material: ASA; Dome & Horn Mounting Plate
 Weight: 8 Lbs. (Excludes Cable)
 Cable: General Cable 234600 12AWG (UL) Type TC-ER
 Sound Output: 113db @ 10ft., 700 Yard Radius, Typical Coverage

Strobe Light: (Included) Manufacture: Whelen 51 Series (UL) Listed
 Dimensions: 3.90"H x 5.2" Dia. Weight: 1 Lb.
 Light Output: LED High Intensity Multi-Flash, Amber
 Cable: West Penn AQ224, 18AWG 2-Conductor
 Length: Standard 12 ft., 40 ft. (Additional Lengths Available)

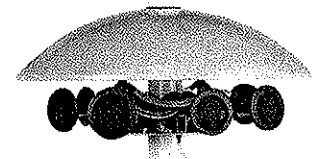
RF Specifications: Frequency: 27.255MHZ FSK
 Power: 4W and 12W
 Cable: Judd Wire C1401140, RG-58, UL, CL2



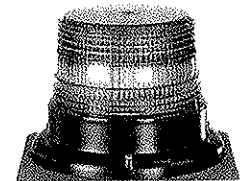
Lightning Prediction Sensor
(Maintenance-free)



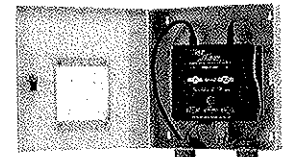
**VOT BD
or
VOT RC**



VOT Horn



**LED Strobe
Light**



**L75 Guardian
Emergency
Notification
System**

(Specifications & features subject to change without notice)

THOR GUARD, Inc. 1193 Sawgrass Corporate Parkway, Sunrise, FL 33323
 Tel (954) 835-0900 (888) 571-1212 Fax (954) 835-0808 E-mail: sales@thorguard.com

www.thorguard.com

REV 14.1

ThorPCX Software Suite

Severe weather conditions can happen quickly. Are you prepared?

THOR GUARD lightning prediction systems are designed to predict lightning in your local area BEFORE lightning strikes, allowing decisions regarding dangerous situations to be proactive, not reactive. Our goal is to increase productivity and maximize safety by providing our customers with critical, timely lightning warning information in an easy-to-use format.

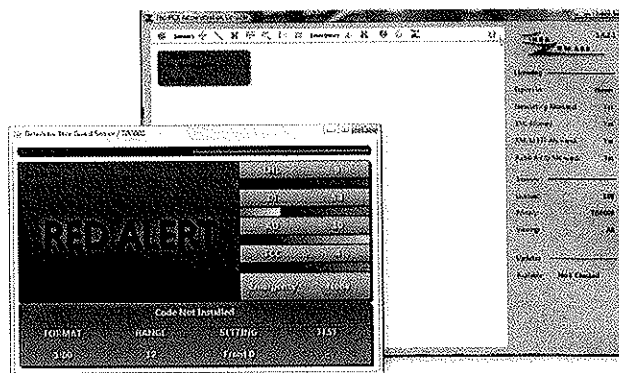
ThorPCX is a Microsoft Windows-based service software product that imports, manages, and displays THOR GUARD lightning prediction data from your locally installed THOR GUARD system. All of the display tools described below are included with your purchase of the ThorPCX Software Suite.

ThorPCX Software

- Automatic email and text alerts
- Output data to included display tools
- Archive and review storm data
- Generate Emergency Alerts

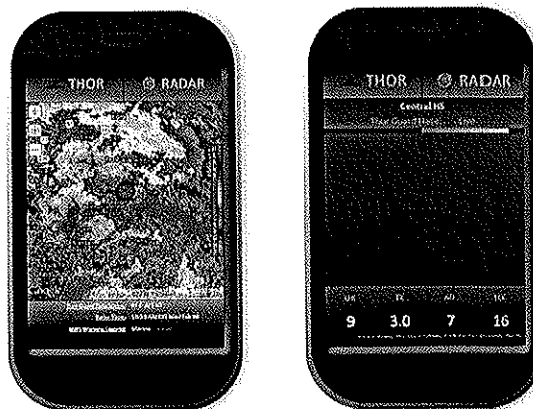
ThorViewer

- View critical THOR GUARD data at your PC
- Installs on Windows PCs that reside on the same LAN as ThorPCX
- Audible alerts to your PC speakers



ThorMobile--NEW FOR 2013!

- Access data from most mobile devices
- Includes NWS radar and NWS warnings
- No client apps or software to install
- See separate brochure for more details on this new and exciting product



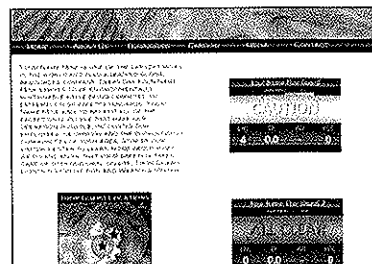
THOR GUARD Weather Desktop

- Local conditions, local/regional radar, NWS watches and warnings on a Windows-based PC
- Integrated display of your local THOR GUARD data



ThorWeb

- Integrate your THOR GUARD data into your website
- Available for one or multiple THOR GUARD systems



Website: www.thorguard.com/software.htm
Email: support@thorguardweather.com

THOR GUARD Software Product Overview

January 1, 2013

ThorPCX Software Suite

ThorPCX remains the flagship software product for THOR GUARD lightning prediction data management. ThorPCX 3.0 is a WINDOWS-based software product that runs as a Service within the WINDOWS .NET framework. ThorPCX can import and display data from a single sensor and/or from multiple sensors. ThorPCX allows the customer to archive storm data, send email and text alerts, and generate GENS emergency alerts. The most useful feature of ThorPCX is its ability to make lightning prediction data available for viewing to various display products. These products are outlined below and are included in base price of ThorPCX (excluding ThorMap).

ThorViewer

ThorViewer is a display product that allows you to view the data from up to 4 sensors on the PC running ThorPCX and on remote Windows PCs or laptops located on the same Local Area Network (LAN). An audible alert can be played through the PC's speakers when a threat is detected. The ThorViewer application utilizes a TCP/IP connection back to the host PC running ThorPCX and must be loaded on each remote PC/laptop in order to view the data.

ThorMobile

ThorMobile is a web-based product that runs on a customer's web server, or on a 3rd party web-hosting server (www.GoDaddy.com, for example), allowing you to view real-time THOR GUARD lightning prediction data, along with NWS local radar and pertinent NWS severe weather warnings, simply by browsing to a web address. This is not an application (App) which must be downloaded and installed on EVERY device; instead, viewing your THOR GUARD data is as simple as browsing to a web link (URL). ThorMobile provides a centrally managed solution for support staff that is compatible with all standard Internet-enabled devices.

ThorWeb

ThorWeb is a web-based product that allows a customer to display THOR GUARD sensor data on an internal or external (public) web page. The advantage of this product over ThorViewer is that the data is located on a webpage (URL), so there is no need for an application to be loaded on each remote computer that needs access to the THOR GUARD data.

Thor Guard Weather Desktop

Provides a real-time display of weather information to a Windows PC/laptop including: local conditions, local and regional forecasts, local and regional radar, and radar-displayed NWS Watches and Warnings. THOR GUARD Weather Desktop is free for the first year with purchase of ThorPCX. A single THOR GUARD sensor can be integrated into the Weather Desktop display.

ThorMap

ThorMap is a web-based display product that allows you to integrate multiple THOR GUARD Sensors on a fully customizable map of your location. ThorMap utilizes the reliability of a TCP/IP connection back to the host PC or server that is running the ThorPCX software. Access to the display is made via a web address (URL) and can be set up for universal viewing on all Internet web browsers that are compatible with Microsoft Silverlight, so there is no need for software to be loaded on every computer that needs access to the data. This is a popular product for mining, municipalities, schools, and park districts that want to see the sensor data over a geographic area.

