

The Town Council will meet in person. Due to the COVID-19 pandemic and in accordance with applicable Executive Orders by Governor Lamont, no public will be allowed to attend in person at this meeting. The Town Council invites the public to join the meeting by clicking on the following link or by phone. Please see the following information:

Meeting Link:

<https://townofberlin.my.webex.com/townofberlin.my/j.php?MTID=m743b22a878030b2350ba51fd60e76c5e>

Meeting Number: 132 663 7718

Password: Council (2686245 from phones and video systems)

Join by video system

Dial 1326637718@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 132 663 7718

Password: Council (2686245 from phones and video systems)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, June 16, 2020
~~Town Council Chambers~~
Board of Education Conference Room
7:00 P.M.

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2020 JUN 12 AM 11:02

Kathy G. G. G.

BERLIN, CT

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MEETING AGENDA – Immediately Following the Audience of Citizens

F. CONSENT AGENDA:

1. Topic re: Approve a donation of \$200 from the Timberlin Lady Niners Club for the purchase of a tree in memory of Barbara Brochetti, Jean King and Nancy Benford. – Golf Course
2. Topic re: Approve a credit of \$437 to be applied to the purchase of Mr. Gonzales's 2021 Resident Senior Season Pass. – Golf Course

3. Topic re: Approve the refund of \$460.00 to Mr. Jerry Pangakis for his Senior Restricted Season Pass. This is due to a medical condition that will prevent him from playing golf in the future. – Golf Course
4. Topic re: Accept the donation of \$100.00 and appropriate the funds to the Police Peer Support Program Expenditure Account. – Police Department

G. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Board of Education, Conference Room, 238 Kensington Road, Berlin, CT on Tuesday, June 16, 2020, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed Ordinance:

TAXATION AND FINANCE

Exemption of Property Leased to Charitable, Religious or Nonprofit Organizations (a) Pursuant to and subject to the requirements and terms of Connecticut General Statutes Section 12-81(58), any real or personal property leased to a charitable, religious or nonprofit organization, exempt from taxation for federal income tax purposes, provided such property is used exclusively for the purposes of such charitable, religious or nonprofit organization, shall be exempt from taxation by the municipality. (b) The exemption set forth in (a) hereof shall apply to the Grand List of October 1, 2019, and each Grand List thereafter. (c) Upon the cessation of any factor serving as a basis for the exemption, as determined by the Tax Assessor, the property owner shall be liable for the payment of municipal taxes on that portion of the property that was exempt from the date of such cessation, including a prorated share of the taxes for the tax year in which such cessation took place. Such liability shall attach to the property as a charge thereon.

Following the public hearing, the Town Council is expected to consider and act upon the ordinance.

H. NEW BUSINESS:

1. Topic re: Adopt the ordinance which allows exemption from taxation of real or personal property when the property is leased to a charitable, religious or nonprofit organization. – Town Manager
2. Topic re: Discussion on authorizing the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority, currently set to expire on 7.31.2020, out to a date in November of 2020. – Housing Authority
3. Topic re: Approve a transfer of \$1,000 from Medical Services to Medical Supplies for purchasing supplies.

Waive the bidding procedure to increase the Purchase Order to McKesson Medical by \$4,000 for amount not to exceed \$14,000 to allow for purchasing medical supplies and medical services, since this is in the best interest of the town. – Visiting Nurses Association

4. Topic re: Approve the purchase of ten Dell laptops from Imperium Technology Group of Brookfield for \$21,186.20 using State contract #13PSX0280-MNWNC108AD. - Finance

5. Topic re: Accept the donation, of a computer module and the related supplies needed to create Identification cards for the Town of Berlin Fire Departments, the donation is worth \$4,505. – Fire Administrator
6. Topic re: Approve the changes for the Paid on Call Program. – Fire Administrator
7. Topic re: Approve the purchase of auto parts and supplies using the Source Well Contract (062916-GPC) from N.A.P.A. Auto Parts for an amount not to exceed \$30,000.

Approve the purchase of auto parts and supplies using the above U.S. Communities Contract from Advanced Auto for an amount not to exceed \$15,000.

Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Fleet Pride for an amount not to exceed \$20,000, since this is in the best interest of the town.

Approve the purchase of auto parts and supplies using the above State of Connecticut Department of Administrative Services Contract # 16PSX0069 from Tasca Ford for an amount not to exceed \$30,000.

Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed \$10,000, since this is in the best interest of the town.

Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Rock Auto for an amount not to exceed \$10,000, since this is in the best interest of the town. – Municipal Garage

8. Topic re: Approve an increase to Purchase Order 200446 for Daikin Applied up to \$60,000 for additional maintenance, testing, cleaning and repairs of the Berlin High School Chillers utilizing OMNIA partners contract R150505. - Facilities
9. Topic re: Authorize the Town Manager to increase the purchase orders for FY 20-21 for sole source service provider Automated Building Systems, of Glastonbury Connecticut, in the amount not to exceed \$50,000, collectively. - Facilities
10. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Bothers; John Boyle; Swan Associates; Hajoca (New Britain Plumbing), New England Industrial; K & S Distributors and C & C Custodial as this is in the best interest of the town. - Facilities
11. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Bothers; John Boyle; Swan Associates; and Hajoca (New Britain Plumbing), as this is in the best interest of the town. – Facilities
12. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 for each of the following Contractors; ClearWater Industries; WaterOne Tech; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane

US.; Automated Building Systems; Calvert Safe & Lock; Stanley Access Technology; Daikin Applied; Hussey Advantage; Swan Associates; Encore; Kone Elevator; Tull Bros; and Carrier and as this is in the best interest of the Town. - Facilities

13. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 for each of the following Contractors; ClearWater Industries; WaterOne Tech; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane US.; Tull Bros.; Calvert Safe & Lock; Stanley Access Technology; Hussey Advantage; Swan Associates; Kone Elevator; Daiken Applied, and Horton Electric, as this is in the best interest of the Town. – Facilities
14. Topic re: Utilize State of Connecticut DAS Contract No. 17PSX0002 and approve Fee Proposal No.131141.2 from Security 101, Advanced Security Integration LLC, of Plainville, CT. for an amount not to exceed \$92,331.47. - Facilities
15. Topic re: Authorize the Town Manager to enter into an amendment to the Town's contract with Newport Realty Group LLC regarding the sale of 861, 889, 903 and 913 Farmington Avenue to modify the Seller contingency regarding Buyer financing, to eliminate the requirement that the Town remove slabs for 889 Farmington Avenue, to define the sharing arrangement for off-site costs, to provide easements on two parts of 889 Farmington Avenue at the time of the phase 1 closing, to allow the filing of an ELUR on 861 Farmington Avenue either before or after closing and to provide Town indemnification of Newport with respect to third party claims relating to groundwater issues on 861 Farmington Avenue at the time of the phase 1 closing, subject to review and approval of the amendment by Corporation Counsel. – Economic Development
16. Topic re: Authorize the Town Manager to enter into agreements to grant easements on a portion of 889 Farmington Avenue to the properties at 861 and 873 Farmington Avenue, subject to review and approval of Corporation Counsel. – Economic Development
17. Topic re: Award the contract for construction of a Boulevard from Farmington Avenue to the Berlin Train Station to the low bidder, Guerrera Construction Company of Oxford, Connecticut in the amount of \$1,194,692.50 and to authorize the Town Manager to enter into a contract with Guerrera Construction Company and to enter into change orders not to exceed \$26,956.50, subject to review and approval of Corporation Counsel and to sale to Newport of 861, 903 and 913 Farmington Avenue for \$470,000 plus a shared cost contribution for off-site work of \$179,000, the granting of an encroachment permit from the Connecticut Department of Transportation (CTDOT) and an agreement from the Connecticut Department of Transportation to grant the Town rights to construct the portion of the Boulevard that will be on a parcel that connects to the Train Station parking lot and is owned by CTDOT said contract and change orders to be funded from the following accounts and sources, a portion of the proceeds of the sale 861, 903 and 903 Farmington Avenue (\$399,000), Newport net shared cost contribution (\$179,000), STEAP Blvd at the Berlin Train Station account (\$360,000), TOD Property Acquisition account (\$245,397) and STEAP Downtown Sidewalks account (\$38,252).

Authorize the Town Manager to enter into an amendment to the contract with WMC Consulting Engineers to increase the scope to add \$71,000 in additional construction administration services to

be funded by a portion of the proceeds of the sale 861, 903 and 913 Farmington Avenue (\$71,000). – Economic Development

18. Topic re: Authorize the Town Manager to enter into two contract amendments with Alta Environmental one in the amount of \$12,500 for work on a verification report to be funded by AIG and paid from the insurance account and the second in the amount of \$5,300 for groundwater monitoring and reports to be funded from the Monitoring – Newman Property account. – Economic Development
19. Topic re: Affirm prior support proposals from the Prudence Crandall Center for the 2020 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program. – Town Manager

I. APPOINTMENTS:

1. **Berlin-Peck Memorial Library Board – Vacancy** – Replacement term would be until January 31, 2022. Can be filled with a D, R or U.
2. **Board of Ethics – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
3. **Board of Ethics – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
4. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2022. Can be filled with a D, R or U.
5. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with depends on what party affiliation is filled on the above alternate appointment
6. **Constables** – Seven Constables are to be appointed, not more than four of whom shall be of the same political party. Their term expires when a new Town Council is elected, and new appointments were made at the Council’s second regularly scheduled meeting. The current Constables are as follows: John Baccaro (D), Paul N. Eshoo (R), John Kozak (R). Bob Zipadelli (D) and **three (3) vacancies**.
7. **Inland Wetlands & Water Courses Commission – Alternate - Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with depends on the above Alternate appointment.
9. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with a D, R or U.

10. Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy – New term would expire on June 30, 2021. Can be filled with depends on the above appointment. There are only two members from Berlin for this board.

11. Planning & Zoning Commission – Alternate – Vacancy – Replacement term would be until January 31, 2021. Can be filled with a D, R or U.

12. Planning & Zoning Commission – Alternate – Vacancy - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.

13. Public Building Commission – Vacancy - New term would be until January 31, 2025. Can be filled with a D, R or U.

14. VNA – Vacancy - Replacement term would be until January 31, 2022. Can be filled with a D, R or U.

15. VNA – Vacancy - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.

16. VNA – Vacancy - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.

17. VNA – Vacancy - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.

18. VNA – Vacancy - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.

19. Water Control Commission – Alternate – Vacancy -New term would be until January 31, 2023. Can only be filled with a D or U.

20. Youth Services Advisory Board – Vacancy - Service Consumer – New term would be until January 31, 2023.

J. TOWN MANAGER’S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS’ COMMUNICATION:

M. ACCEPTANCE OF MINUTES:

June 2, 2020

N. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Rio Vista

2. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee – Town Manager

O. ADJOURNMENT

Consent
Agenda Item No. ____
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 9, 2020

SUBJECT: Donation-Timberlin Lady Niners

Summary of Agenda Item:

The Timberlin Lady Niners Club would like to donate \$200.00 for the purchase of a tree in memory of:

- Barbara Brochetti
- Jean King
- Nancy Benford

The tree will be planted at Timberlin Golf.

The Berlin Golf Commission approved this donation request at their May 21, 2020 meeting and is requesting Berlin Town Council approval of their recommendation.

Action Needed:

Move to approve a donation of \$200 from the Timberlin Lady Niners Club for the purchase of a tree in memory of Barbara Brochetti, Jean King and Nancy Benford.

Attachments:

None

Prepared By:
Jonathan Zuk

JZ

Consent

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 9, 2020

SUBJECT: Credit-Season Golf Pass Credit for 2020

Summary of Agenda Item:

In April of 2020 Berlin resident George Gonzales purchased a Resident Senior Restricted Season Pass. Due to a medical situation Mr. Gonzales will not be able to play golf for the remainder of the 2020 season. The computer records show Mr. Gonzales played one (1) eighteen-hole rounds prior to his medical situation. The cost of a Resident Senior Restricted Season Pass is \$460.

George Gonzales	
Resident Senior Restricted Season Pass	\$460
Number of Senior W/D 18-hole Rounds Played-2020	1
Cost of Senior Resident 9-hole Round	\$23.00
Total Cost of Rounds Played	\$23.00
Total Credit Requested-2020 Golf Season	\$437.00

At the May 21, 2020 Golf Commission meeting, The Golf Commission recommended the approval of the credit.

Action Needed:

Move to approve a credit of \$437 to be applied to the purchase of Mr. Gonzales's 2021 Resident Senior Season Pass.

Attachments:

None

Prepared By: Jonathan Zuk, Director of Golf JZ

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 9, 2020

SUBJECT: Refund-Senior Restricted Season Golf Pass

Summary of Agenda Item:

The Timberlin Golf Commission has received a request for a season pass refund from Jerry Pangakis. Due to a medical issue, Mr. Pangakis will no longer be able to play golf.

Generally, a credit toward the purchase of season pass for the following year has been granted, but due to the circumstances that Mr. Pangakis is facing, a refund has been requested for the amount of \$460.00

The Timberlin Golf Commission approved the refund at their May 21, 2020 meeting.

Action Needed:

Move to approve the refund of \$460.00 to Mr. Jerry Pangakis for his Senior Restricted Season Pass. This is due to a medical condition that will prevent him from playing golf in the future.

Attachments: None

Prepared By: Jonathan Zuk, Director of Golf

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager *A*
DATE: June 3, 2020
SUBJECT: Donation for Police Peer Support Program

Summary of Agenda Item:

The Police Department has received a \$100.00 donation to the Peer Support Program. These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Peer Support Program Expenditure Account # 100.15.1532.0.53465.00000.

Action Needed:

Move to accept the donation of \$100.00 and appropriate the funds to the Police Peer Support Program Expenditure Account.

Attachments:

None

Prepared By: *Chris Ciuci*
Deputy Chief Chris Ciuci

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Join by phone

+1-408-418-9388 United States Toll

Access code: 132 663 7718

Password: Council (2686245 from phones and video systems)

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN
June 16, 2020**

The Town Council of the Town of Berlin will meet at Berlin Board of Education, Conference Room, 238 Kensington Road, Berlin, CT on Tuesday, June 16, 2020, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed Ordinance:

TAXATION AND FINANCE

Exemption of Property Leased to Charitable, Religious or Nonprofit Organizations (a) Pursuant to and subject to the requirements and terms of Connecticut General Statutes Section 12-81(58), any real or personal property leased to a charitable, religious or nonprofit organization, exempt from taxation for federal income tax purposes, provided such property is used exclusively for the purposes of such charitable, religious or nonprofit organization, shall be exempt from taxation by the municipality. (b) The exemption set forth in (a) hereof shall apply to the Grand List of October 1, 2019, and each Grand List thereafter. (c) Upon the cessation of any factor serving as a basis for the exemption, as determined by the Tax Assessor, the property owner shall be liable for the payment of municipal taxes on that portion of the property that was exempt from the date of such cessation, including a prorated share of the taxes for the tax year in which such cessation took place. Such liability shall attach to the property as a charge thereon.

Following the public hearing, the Town Council is expected to consider and act upon the ordinance.

Dated at Berlin, Connecticut this 8th day of June 2020.

Kathryn J. Wall, Town Clerk
Town of Berlin

Publish Date
June 11, 2020

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 6, 2020

SUBJECT: Exemption of Property from Taxation

Summary of Agenda Item:

Mooreland Hill School, Inc. closed its doors officially in August of 2019. Richard H. Pentore, attorney for Mooreland Hill School, Inc. is requesting that the Town Council consider an Ordinance that would allow a tax exemption to a charitable, religious, or non-profit organization that is leasing property. State Statutes allows a town to adopt an ordinance to extend the tax exemption to a charitable, religious, or non-profit organization that is leasing property. The town must adopt an Ordinance for the exemption to be applied to a property.

The Ordinance Committee held a Special Meeting on Tuesday, May 26th and voted in support of extending the tax exemption to a charitable, religious, or non-profit organization that is leasing property. The Town Council at its June 2, 2020 meeting voted to authorize the Town Manager to schedule and advertise for a Public Hearing to be held June 16, 2020 at 7:00 PM as the next step.

A Public Hearing was held earlier in the evening, so the Town Council can vote to accept the ordinance.

The following is the proposed ordinance:

TAXATION AND FINANCE

Exemption of Property Leased to Charitable, Religious or Nonprofit Organizations (a) Pursuant to and subject to the requirements and terms of Connecticut General Statutes Section 12-81(58), any real or personal property leased to a charitable, religious or nonprofit organization, exempt from taxation for federal income tax purposes, provided such property is used exclusively for the purposes of such charitable, religious or nonprofit organization, shall be exempt from taxation by the municipality. (b) The exemption set forth in (a) hereof shall apply to the Grand List of October 1, 2019, and each Grand List thereafter. (c) Upon the cessation of any factor serving as a basis for the exemption, as determined by the Tax Assessor, the property owner shall be liable for the payment of municipal taxes on that portion of the property that was exempt from the date of such cessation, including a prorated share of the taxes for the tax year in which such cessation took place. Such liability shall attach to the property as a charge thereon.

Action Needed:

Move to adopt the ordinance which allows exemption from taxation of real or personal property when the property is leased to a charitable, religious or nonprofit organization.

Attachments:

None

Prepared By: Arosha Jayawickrema, Town Manager

A handwritten signature in black ink, appearing to be the name 'Arosha' or similar, written in a cursive style.

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 16, 2020

SUBJECT: Option Agreement for Development of K of C for Affordable Senior Housing

Summary of Agenda Item:

The Housing Authority continues to pursue all manner of funding in order to move forward with Affordable Senior housing at 143 Percival Avenue.

Recent discussions with the State Department of Housing have indicated a path forward to obtaining 9% tax credit financing on age restricted affordable housing projects. The age restriction component of the site approval for this development has been, up to now, an impediment to successful sourcing of 9% tax credit financing due to QAP changes.

The BHA will be required to make application for Tax Credit Financing on or before a November 2020 deadline.

It is anticipated that awards of financing will be announced in March of 2021.

Action Needed:

Discussion on authorizing the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority, currently set to expire on 7.31.2020, out to a date in November of 2020.


Attachments:

None

Prepared By: Joseph Bajorski, Housing Authority Chairman

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: June 3, 2020

SUBJECT: Waive the bidding requirements for McKesson Medical to allow for purchasing medical supplies and medical services.

Summary of Agenda Item:

The Nursing Department purchases supplies for clients and staff to treat their medical needs along with their safety. A bid waiver was signed for this fiscal year by Town Manager Marek Kozikowski for under \$10,000. At this time the expenses are approaching the limit. This year due to a higher than average usage of supplies due to the Covid -19 Pandemic. This account will require additional funds through June 30. McKesson has competitive pricing.

Funds are available in the Medical Supplies Account # 001.30.3053.0.53276.0000 and Medical Services Account #001.30.3053.0.53819.00000 These totals should not exceed \$14,000 until end of the Fiscal Year 2019/2020. This is the best interest of the Town.

Action Needed:

Move to approve transfer of \$1,000 from Medical Services to Medical Supplies for purchasing supplies.

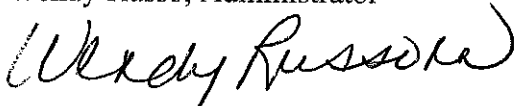
Move to waive the bidding procedure to increase the Purchase Order to McKesson Medical by \$4,000 for amount not to exceed \$14,000 to allow for purchasing medical supplies and medical services, since this is in the best interest of the town.

Attachments:

Budget Change Form

Prepared By:

Wendy Russo, Administrator





TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Nursing	Fiscal Year:	2019/2020	Date:	6/4/20
To Acct #:	Description:	Amount:	Requested by:		
001.30.3053.0.53276.00000	Medical Supplies	\$1,000.00	Wendy Russo		
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.30.3053.0.53819.00000	Medical Services	\$1,000.00	<i>[Signature]</i>		

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Increased utilization of medical supplies due the current Covid - 19 pandemic.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	6/5/2020
Comments:				
<i>[Signature]</i>				

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 8, 2020

SUBJECT: Purchase of Ten Laptops

Summary of Agenda Item:

Laptops are an important part of the Town's business continuity plans. With the COVID-19 virus, several associates were able to work from home using personal devices. However, this is not the proper solution (cyber security, software consistency, file access, etc.). In response to the immediate need, the Town Manager approved the emergency purchase of eight laptops in April 2020 to cover several critical functions (Town Manager, Town Clerk, Revenue Collector, Payroll, A/P, Treasury and Finance). This request is to purchase ten additional laptops to continue the Town's readiness during the pandemic and in consideration of a possible relapse in the fall. Further, the Town will include the cost of all 18 laptops in the reimbursement request to FEMA and the Coronavirus Relief Fund (CRF) administered by OPM.

The laptops will be purchased through Imperium Technology Group (existing vendor computer purchases) using State contract #13PSX0280-MNWNC108AD. The total cost for the laptops, docking station and shipping is \$21,186.20. Funding will come from the General Fund Computer Equipment account (001.05.0503.0.53208.00000).

Action Needed:

Move to approve the purchase of ten Dell laptops from Imperium Technology Group of Brookfield for \$21,186.20 using State contract #13PSX0280-MNWNC108AD.

Attachments:

Laptop Quote
Sufficiency of Funds

Prepared By:

Kevin Delaney, Finance Director



Imperium Technology Group

4 Laurel Drive
Brookfield, CT 06804

Estimate

Date	Estimate #
6/2/2020	QUO-1900371

Name / Address
Town of Berlin ATTN: Kevin Delaney 240 Kensington Road Berlin, CT 06037 860-828-7044 kdelaney@town.berlin.ct.us

Ship To
Town of Berlin ATTN: Kevin Delaney 240 Kensington Road Berlin, CT 06037 860-828-7044 kdelaney@town.berlin.ct.us

Account ID	Due Date	Project	Rep	Terms	
100184	6/16/2020	5540s	MI	Net 45	
MPN	Item	Description	Qty	Rate	Total
210-ARIO	Dell Dock- WD19 90w Power Deliv	EDD 6/10	10	179.99	1,799.90
210-ASCK	Precision 5540 BTX Base	EDD 6/10	10	1,938.63	19,386.30
State Contract ID 13PSX0280-MNWNC108AD			Total \$21,186.20		



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE **10-Jun-20**

Purchase Item or Contract: IT		Requested by: C. Moore	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Purchase 10 new laptops/docking stations in support of COVID-19	\$21,186.20	\$21,186.20
			-
			-
			-
			-
TOTAL			\$21,186.20

Account No. 001.05.0503.0.53208.00000

Budgeted Amount.....	<u>\$52,447.62</u>	Available balance.....	<u>\$21,500.00</u>
Encumbrances to Date.....	<u>\$5,158.00</u>	Amount Needed for This Package.....	<u>\$21,186.20</u>
Expenditures to Date.....	<u>\$25,789.62</u>	Available Balance After Purchase.....	<u>\$313.80</u>

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

KJ2
Finance Director or Town Accountant

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Town Accountant

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 8, 2020
SUBJECT: Accept the donation from the Joseph Manzi Foundation to the Town of Berlin Fire Departments, for one computer software module and the related components worth \$4,505.

Summary of Agenda Item:

The Joseph Manzi Foundation has donated a computer software module from Alpine Software, which will allow the Town of Berlin Fire Departments to create Identification cards for its members. The Identification cards will be carried by the members to identify the Fire Company and the membership status.

This donation consists of:

- Computer Module
- Printer for Cards
- Necessary cards and laminate


Action Needed:

Move to accept the donation, of a computer module and the related supplies needed to create Identification cards for the Town of Berlin Fire Departments, the donation is worth \$4,505.

Attachments:

None

Prepared By:


James C. Simons, Fire administrator

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 9, 2020

SUBJECT: Approve changes for the Paid on Call Program

Summary of Agenda Item:

The Volunteer Fire Service, like most Volunteer Organizations are in a drought when it comes to their membership. For Volunteer Fire Departments, this drought is even worse. The amount of time that is required to train, become certified, attend meetings and the non-scheduled duty requirements are putting the Volunteer Fire Departments behind the 8 ball before we even begin.

Many Departments are either going full time paid, or are hiring part time fill-in's. This has also had an effect regarding our local departments, due to the fact that our trained personnel is working in neighboring towns so that they can have another source of income. They are doing the same thing in our Fire Departments as they are in our neighboring towns but they are receiving a higher pay.

The Fire Department has requested a raise in the Paid On Call agreement in order to keep our members, and to prolong the life of the Volunteer Fire Departments. An additional \$107,000 was budgeted, and this additional funding would change the amount of points received by a responder to each call. The proposed change would be, that all calls would now be worth 3 points (or \$30), instead of the staggered 1 or 2 points per call (each point is worth \$10).

The attached Paid on Call agreement with the Town of Berlin Fire Departments, reflects these changes.

Action Needed:

Move to approve the changes for the Paid on Call Program.

Attachments:

Paid on Call Agreement

Prepared By: 
James C. Simons, Fire Administrator

TOWN OF BERLIN FIRE DEPARTMENTS

BERLIN, EAST BERLIN, KENSINGTON, SOUTH KENSINGTON

240 Kensington Road
Berlin, CT 06037

Paid On-Call Program

PURPOSE:

This plan provides Monetary Compensation to the Active Firefighters of the Town of Berlin in an effort to provide assistance to cover the firefighter's expenses during the execution of their duties.

The Paid On-Call program is an additional incentive for those members who, on an annual basis, have successfully completed the required training and Firefighter in Good Standing Points necessary to be recognized as an Active Firefighter in good standing within one of the Town of Berlin Fire Departments.

SCOPE:

This plan applies to all "Active Firefighters in Good Standing" within the Town of Berlin Fire Departments.

DEFINITIONS:

Annual Stipend

An Annual Stipend shall be awarded to an Active Firefighter that maintains their affiliation to a Fire Company and is in good standing. Each Firefighter shall maintain a required standard of training set forth by the Board of Fire Chiefs. The required training shall include but is not limited to the yearly State and Federal Certifications and Re-Certifications along with a minimum of twelve department drills, outside training, Department meetings and work sessions. The stipend will be earned in the previous calendar year.

Paid On-Call:

In this section the firefighter shall receive compensation for each time he/she responds to a Call for Duty.

- **Points and Payment Structure**

A point represents a value that is used to calculate Firefighters participation for a Call to Duty. A point will have a monetary value of \$10.00. The Officer In-Charge shall be responsible for entering the appropriate response code. The Board of Fire Chiefs shall provide quality assurance. Responses shall be broken into two categories and assigned the following points in the Firehouse Recordkeeping System:

Emergency/Non-Emergency Calls = 3 Points

Including but not limited to:

- Structure, Vehicle, Brush and Grass Fires
- MVA w/ Injuries
- Rescue Incidents

- Automatic Alarms
- Pump Out
- Hazardous Materials Incidents
- MVA w/ No Injuries
- Electrical Emergency
- CO Incident
- Lock-outs
- Investigations
- Assists other Agencies and Mutual Aid
- Good Intent
- Other: _____

Fire Watch – 6 points

Fireworks
Fair Fire Watch
Fire Watch

Firefighter in Good Standing:

To participate in the Paid On-Call Program a firefighter shall be considered to be a “Firefighter in Good Standing” by meeting the following requirements and earning a total of 30 points a year (There is no monetary value associated with the points awarded under this category):

- State of Connecticut Firefighter-I or approval by Board of Fire Chiefs
- Attend a minimum of twelve department training sessions including but not limited to all annual training for the previous calendar year (1 Point)
- Attend a minimum of six department Business Meetings (1 Point)
- Outside Training Sessions
(0 – 16 Hours – 5 Points, 17 – 48 Hours – 10 Points, 49 Hours or Longer – 15 Points)
- Department Meetings (1 Point)
- Work Sessions (1 Point)
- Rank (Chief – 8 Points, Asst. Chief – 7 Points, Captain – 6, Active Officers – 5, Commissioners – 2)

Mandatory Annual Training:

Mandatory Annual training is required to comply with local, state and federal guidelines to operate at emergency scenes. Mandatory Annual Training shall include but not be limited to:

- SCBA/Fit Test (Classroom, Practical and Fit Testing)
- Blood borne Pathogens
- CPR-AED (Hold a current card and show proficiency)
- Hazardous Materials (Certification or Re-certification)
- Live Fire Training

- Incident Command System (N.I.M.S.)
- Behavioral Management, Sexual Harassment and Work Place Violence
- Completion of all online training

Fire Watch Procedures

Any request for Fire Watches shall be coordinated through the Fire Administrators office. Any Department providing these fire watch services, shall forward those requests to the Fire Administrators Office for purposes of ensuring the positions are filled, as well as the proper documentation and budgeting requirements. All Fire watches shall be evenly divided among all four departments. If a department cannot provide personnel to cover their portion of a watch, it will then be put out on a first come, first serve basis. All Fire Watch (as listed above) shall be given 6 points (generally a watch will be 3 hours and no longer than 5 hours). The Town of Berlin Fire Departments will compensate a pre-determined number of firefighters per hour, per event. All Fire Personnel shall be dressed neatly and dressed in Station Uniforms or Cargo pants and a Company Shirt, which will clearly identify them as FD personnel.

Personnel Training Requirements

- Minimum of Firefighter 1
- Medical Minimum – EMR (for medical positions)

Staffing

- Fireworks: 1 Driver/Operator, 2 Firefighters and 1 Supervisor
- Secondary crew for fireworks: 1 Driver, 2 Firefighters and 1 Supervisor
- Fair Fire Watch: 2 Drivers/Operators, 2 Firefighters, 1 Medical and 1 Supervisor
- Fire Watch (due to lack of fire alarm or suppression system): 1 Firefighter

Firefighter Categories:

Each firefighter's duties and responsibilities vary greatly. The amount of time it takes to full fill a position and responsibility that accompanies each position differs greatly. This plan acknowledges and awards for those differences.

An Annual Stipend shall be paid for the four Firefighter categories:

- | | |
|---|------------|
| 1. Certified Firefighter or approved Support Staff: | \$ 800.00 |
| 2. Driver/Operator: | \$1,000.00 |
| 3. Active Officer (Up to Captain) | \$1,200.00 |
| 4. Administrative Officer (Captain and above) | \$1,400.00 |

POLICY:

Stipend:

An Active Firefighter in Good Standing shall be paid a Stipend for their service during the year. The Stipend shall be divided into four pay periods and paid out quarterly.

Example: A Firefighter receives \$800 annually. The payment should be \$200 for each pay period.

Pay Periods

July 1st through September 30th
October 1st through December 31st
January 1st through March 31st
April 1st through June 30th

Payment Date

By October 30th
By January 30th
By April 30th
By July 30th

Paid On-Call:

Each time a Firefighter responds to a call they will receive a point(s) as predetermined within the plan. For each point earned during a pay period the Firefighter shall receive that additional compensation. The additional compensation shall be added to their stipend check quarterly.

Record Keeping:

Attendance records shall be recorded and maintained on the town's fire recording software program. The Administrative Secretary shall prepare the quarterly reports for payment utilizing the payment form provided. The fire companies shall complete all fire reports by the last day of the month. All requests for payment shall be completed and approved by the Fire Administrator no later than one week after the pay period.

A Town of Berlin Fire Departments Response Form will be faxed at the completion of each reportable activity to the Administrative Secretary at 860-828-8912. The form shall include TOB Incident Number, Type of Call, Points Awarded, Type of Activity, Firefighter Name, Firefighter Signature, and Department Officer In-Charge. This form will not replace the NFIRS 902 Report.

DISCIPLINE:

Any member who fraudulently violates these guidelines will be immediately suspended from the Paid On-Call Program for a period of six months.

Upon the second offence by a member, they will lose their privilege to participate in the Paid On-Call program for a period of 1 year.

The member will also be subject to their departments' discipline process.

The Chief of the affected department shall conduct an investigation which may include, but not limited to review written and or electronic records, witness statements and the statements of the offending member.

Members interviewed as part of the investigation shall answer all questions truthfully and directly as it may relate to any investigation. No member shall obstruct, hinder, or impede any investigation.

The Chief retains the right to treat each occurrence upon its individual merits without creating any precedent for the treatment of any other situation, which may arise in the future. A member's previous

record may be considered and more or less action may be taken depending on the circumstances and the member's service record.

APPEALS PROCEDURE

The Appeals Board will be comprised of 1 Chief Officer from the remaining 3 departments not involved with the infraction.

If a member requests an appeal, they shall submit through the Chief of their respective department, a written request to bring the appeal to the Board of Fire Chiefs. Requests shall be made within 7 days of the Chief's notice of suspension from the Paid On-Call program. The member shall state the facts given, rise to the appeal, identify the violation, and indicate what relief is sought. The request shall be signed by the Chief and forwarded to the Board of Fire Chiefs within 3 days of the receipt of the request. The Board of Fire Chiefs shall call a hearing within 7 days to review the appeal and hear from the member and any other members involved. The Board of Fire Chiefs may do any of the following:

1. Overturn the disciplinary decision
2. Concur with the decision
3. Modify the decision

The Board of Fire Chiefs shall render a decision within 3 days of the hearing and will notify the Town Manager and affected member of the findings of the Board.

The decision by the Board of Fire Chiefs shall be final.

The preceding document has been approved by the following:

Interim Town Manager Date
Arosha Jayawickrema

Fire Administrator Date
James Simons

Chief David Pethigal Date
Berlin Fire Department

Chief Thomas Farr II Date
East Berlin Fire Department

Chief Jeff Pajor Date
Kensington Fire Department

Chief Andrew Hrubiec Date
South Kensington Fire Department

Agenda Item No.: 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 5, 2020
SUBJECT: Purchase Auto Parts and supplies from various vendors, utilizing the State of Connecticut Department of Administrative Services Contract #19PSX0189 for the fiscal year 2020/2021.

Summary of Agenda Item:

Over the course of the fiscal year 2020/2021, the Fleet Garage is anticipating utilizing various vendors for auto parts and supplies for both cars and heavy-duty trucks. The Garage receives a minimum of two price quotes for approximately 80% of the purchases, looking at both cost and availability. The Garage will then purchase from the vendor that best suits the Town's operation at that point in time.

There are some contracts both through the State of Connecticut Department of Administrative Services and others are awarded through other purchasing agreements, such as U.S. Communities utilized for these purchases.

Jim Simons has anticipated the following expenditures for the Fiscal Year 2019/2020:

N.A.P.A. Auto	\$30,000	Source Well Contract (062916-GPC)
Advanced Auto	\$15,000	U.S. Communities Contract
Fleet Pride	\$20,000	No Contract
Tasca Ford	\$30,000	State of CT Contract
Monaco Ford	\$10,000	No Contract
Rock Auto	\$10,000	No Contract

Cumulatively, the expenditures listed above, and other vendors approved for less than \$10,000 will not exceed \$125,000 for our Auto Parts Account.

Action Needed:

Move to approve the purchase of auto parts and supplies using the Source Well Contract (062916-GPC) from N.A.P.A. Auto Parts for an amount not to exceed \$30,000.

Move to approve the purchase of auto parts and supplies using the above U.S. Communities Contract from Advanced Auto for an amount not to exceed \$15,000.

Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Fleet Pride for an amount not to exceed \$20,000, since this is in the best interest of the town.

Move to approve the purchase of auto parts and supplies using the above State of Connecticut Department of Administrative Services Contract # 16PSX0069 from Tasca Ford for an amount not to exceed \$30,000.

Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed \$10,000, since this is in the best interest of the town.


Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Rock Auto for an amount not to exceed \$10,000, since this is in the best interest of the town.

Attachments:

None

Prepared By: 
James C. Simons, Fleet Manager

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: June 8, 2020

SUBJECT: Increase P.O. 200446 for Daikin Applied up to \$60,000 utilizing OMNIA Partners contract R150505 for additional chiller maintenance, testing, cleaning and repair at Berlin High School.

Summary of Agenda Item:

The two Chillers at Berlin High School are currently under annual factory service agreements with Daikin Applied, utilizing OMNIA partners contract R150505. The manufacturer recommends additional cleaning and testing of the Evaporators every three years, which incidentally falls during this current fiscal year. The Eddy Current testing was completed on both Chillers. The service report indicated that one evaporator tube from Chiller 1 has minor damage which requires plugging of that tube at both ends of the evaporator to protect the entire Chiller. The service invoice for this additional maintenance, testing, cleaning and repairs exceeds the previously approved P.O. amount of \$25,000. UPDATE: The repairs have been completed and the chillers have been fully operational for the spring season, however 2 more repair items are now needed which were discovered by system alarms. The control panel monitor has failed on the high temp chiller and the low temp chiller 3 way valve and actuator for the cooling tower are also not functioning properly and need to be replaced. Daikin Applied has provided proposals to repair and replace both items. Funding is available in the Department 61 Contractual Services Account 001.35.3561.0.53814.00000.

Action Needed:

Move to approve an increase to Purchase Order 200446 for Daikin Applied up to \$60,000 for additional maintenance, testing, cleaning and repairs of the Berlin High School Chillers utilizing OMNIA partners contract R150505.

Attachments:

Daikin Applied Proposals
Certificate of Sufficiency of Funds

Prepared by:

Douglas Solek, Director of Facilities





Daikin Applied Service Order Summary

Request ID:
SV2006040098

Line Number:
1

Report Date:
Jun 7 2020

Customer:
**BERLIN BOARD OF EDUCATION
238 KENSINGTON ROAD
Berlin CT 06037
United States**

Site Name:
**BERLIN HIGH SCHOOL
139 Patterson Way
Berlin CT 06037
United States**

Acct#: **319291**

Caller Name: **Doug Solek**

Contact Phone Number: **860.828.7029**

P.O.: **Danbury Service**

Sales Order Number: **Resolved**

Contract No:

Request Type: **TIME AND MATERIAL - SERVICE AND REPAIR**

Description:

3 way valve service call

Installed Items:

Serial No:

Model No:

Tag No:

LABOR

Description	Name	Started	Completed	St Hrs	Ot Hrs	Dt Hrs
LABOR	Gerald Cullen	6/5/2020	6/5/2020	8	0	0

Comment:

Service call. Low temp chiller condenser bypass valve hanging up on start up. Attempted to set controls with a 20% minimum so valve didn't get stuck in the closed position but when chiller shuts off the valve minimum signal still goes to zero. Removed actuator and attempted to set a manual minimum but linkage and bracketry would not cooperate. Actuator needs to be changed to one with a higher starting torque or with adjustable stops or valve locked in the open to tower position and a VFD added to control condenser pressure when tower water temps are cold. Bale was left in the open position. Also, oits screen on high temp chiller keeps losing data and should be upgraded to HMI.

Serial No:

Model No:

Tag No:

Material

Description

Qty



Daikin Applied Service Order Summary

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/4% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer



Daikin Applied Service Order Summary

shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. DAIKIN APPLIED SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DAIKIN APPLIED. IN NO EVENT WILL DAIKIN APPLIED'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DAIKIN APPLIED FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



DAIKIN

Service & Repair Proposal Berlin HS VFD Installation

11 Town Farm Road
Berlin, CT
06037

Proposal #: Q-00049222

6/8/2020

Prepared for:

Doug Solek

Town of Berlin

Prepared by:

Rachel Von Daacke

Account Manager

Danbury District

Phone: (203) 775-3477 **Mobile:** (203) 300-4601

Email: rachel.vondaacke@daikinapplied.com

Fax: (203) 775-3457



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Remove existing disconnect for chiller pump
Supply & Install new 30HP, 480v/3phase Variable Frequency Drive
Daikin technician to perform start-up and set-up control parameters
Labor during normal business hours
Normal ground freight on drive
Mileage/truck fees included

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$14,600.00 Fourteen Thousand, Six Hundred dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 60 days from the date on the front of the proposal. After 60 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Doug Solek
Town of Berlin

Site Address:
11 Town Farm Road
Berlin, CT
06037

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous



materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

**DAIKIN**

Service & Repair Proposal

Berlin High School WMC250 Chiller OITS HMI upgrade

11 Town Farm Road
Berlin, CT
06037

Proposal #: Q-00045884

4/7/2020

Prepared for:

Doug Solek

Town of Berlin

Prepared by:

Rachel Von Daacke

Account Manager

Danbury District

Phone: (203) 775-3477 **Mobile:** (203) 300-4601

Email: rachel.vondaacke@daikinapplied.com

Fax: (203) 775-3457



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

- Remove existing OITS panel and all associated parts on Daikin Model WMC250 chiller
- Supply and Install new OEM Daikin HMI OITS PC and Touchscreen kit
- HMI PC Kit includes new PC, 21.5" LED monitor, support arm, power supply, communication cables, hardware and software for upgrade
- Daikin technician to install and download all applicable software on new panel
- Test and run
- Labor to be during normal working hours
- Mileage/truck fees included
- Ground freight included on all parts

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$9,880.00 Nine Thousand, Eight Hundred Eighty dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 90 days from the date on the front of the proposal. After 90 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Doug Solek
Town of Berlin

Site Address:
11 Town Farm Road
Berlin, CT
06037

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



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2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
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4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
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6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
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10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and



disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 9-Jun-20

Purchase Item or Contract: BHS Chiller maint., testing, repair		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	BHS Chiller maintenance, testing, cleaning, repairs	\$35,000.00	\$35,000.00
	(Additional \$35,000)		
			-
			-
			-
			-
TOTAL			\$35,000.00

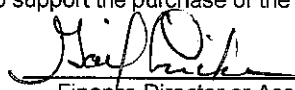
Account No. 001.35.3561.0.53814.00000 Contrac. Services

Budgeted Amount.....	\$525,000.00	Available balance.....	\$78,105.53
Encumbrances to Date.....	\$140,066.58	Amount Needed for This Package.....	\$35,000.00
Expenditures to Date.....	\$306,827.89	Available Balance After Purchase.....	\$43,105.53

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.


Finance Director or Assist.Finance Director

or:

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 8, 2020

SUBJECT: Purchase Order approvals for Sole Source Contractor, Automated Building Systems.

Summary of Agenda Item:

The Town of Berlin began installing Energy Management Controls into the school buildings over 25 years ago. The specified operating system is Alerton Building Automation, and the sole source service provider in New England is Automated Building Systems (ABS), of Glastonbury Connecticut. The Town has greatly benefited from the building management systems in terms of financial and operational efficiencies while maintaining a strong working relationship with this provider to ensure the highest level of service. The annual service contract between the five schools, cumulatively, exceeds \$10,000. We are requesting to waive the bidding process and have approval to increase the Purchase Orders as necessary up to \$50,000 cumulatively, to cover any unforeseen work outside the scope of the annual service contract. Funding is available in School Expenses, Contractual Services Account 001.35.3561.0.53814.00000.

Action Needed:

Move to authorize the Town Manager to increase the purchase orders for FY 20-21 for sole source service provider Automated Building Systems, of Glastonbury Connecticut, in the amount not to exceed \$50,000, collectively.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities



Agenda Item No.: 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 8, 2020
SUBJECT: Approval for Dept. 38 Purchase Order Increases for Operating Materials and Custodial Supplies up to \$25,000

Summary of Agenda Item:

Over the course of fiscal year 2020/2021, the Facilities Department is anticipating utilizing various vendors for daily materials and supplies. For most of these purchases, Facilities staff will receive a minimum of three price quotes. Considering both, the cost and product availability, a purchase from the vendor that best suits our immediate needs at the time will be made. Below are the vendors that we utilize the most due to favorable pricing and expeditious delivery of products. Because of the high volume of work and materials needed, we are requesting to waive the Town's bidding process and approve Purchase Order increases up to \$25,000, if needed, without exceeding the balance in the Dept. 38 Operating Materials Account 001.20.2038.0.53219.00000 and Custodial Supplies Account 001.20.2038.0.53244.00000.

The Facilities Department has identified the following vendors that we anticipate will cumulatively exceed \$10,000:

F.W. Webb
Electrical Wholesalers
Filter Sales & Service
MC Management
New England Industrial
C & C Custodial Supplies

Tull Brothers
John Boyle
Swan Associates
Hajoca (N.B. Plumbing)
K & S Distributors

Action Needed:

Move to waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 20-21 for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Brothers; John Boyle; Swan Associates; Hajoca (New Britain Plumbing), New England Industrial; K & S Distributors and C & C Custodial as this is in the best interest of the town.


Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities

Agenda Item No.: 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager 
DATE: June 8, 2020
SUBJECT: Approval for Dept. 61 Purchase Order Increases for Materials up to \$25,000

Summary of Agenda Item:

Over the course of fiscal year 2020/2021, the Facilities Department is anticipating utilizing various vendors for daily materials and supplies. For most of these purchases, Facilities staff will receive a minimum of three price quotes. Considering both, the cost and product availability, a purchase from the vendor that best suits our immediate needs at the time will be made. Below are the vendors that we utilize the most due to favorable pricing and expeditious delivery of products. Because of the high volume of work and materials needed, we are requesting to waive the Town's bidding process and approve Purchase Order increases up to \$25,000, if needed, without exceeding the balance in the Dept. 61 Operating Materials Account 001.35.3561.0.53219.00000.

The Facilities Department has identified the following vendors that we anticipate will cumulatively exceed \$10,000:

F.W. Webb
Electrical Wholesalers
Filter Sales & Service
MC Management

Tull Brothers
John Boyle
Swan Associates
Hajoca (New Britain Plumbing)

Action Needed:

Move to waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 20-21 for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Brothers; John Boyle; Swan Associates; and Hajoca (New Britain Plumbing), as this is in the best interest of the town.

Attachments:


None

Prepared By:

Douglas Solek, Director of Facilities 

Agenda Item No.: 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: June 8, 2020

SUBJECT: Approval for Dept. 38 Purchase Order Increases for Contractors up to \$25,000

Summary of Agenda Item:

Over the course of fiscal year 2020/2021, the Facilities Department is anticipating utilizing various contractors for service and repairs beyond our normal scope of work. For most of these contracted jobs, Facilities staff will receive a minimum of three price quotes. Considering the cost, product availability, proprietary factory authorized service provider agreements, and urgency of job completion, a purchase from the Contractor that best suits our immediate needs at the time will be made. Below are the Contractors that we utilize the most due to favorable pricing, and diligence of job completion. Because of the high volume of work and contracted costs, we are requesting to waive the Towns bidding process and approve Purchase Order increases up to \$25,000, if needed, without exceeding the balance in the Dept. 38 Contractual Services account 001.20.2038.0.53814.00000. The Facilities Department has identified the following Contractors that we anticipate will require the purchase orders to cumulatively reach \$25,000 for the Fiscal Year 19/20:

ClearWater Industries	WaterOne Tech	Landry Communications
Drain Dr.	Associated Security	Security 101
Johnson Controls	Trane US.	Automated Building Systems
Calvert Safe & Lock	Stanley Access Technology	Daikin Applied
Hussey Advantage	Swan Associates	Kone Elevator
Tull Bros.	Carrier	Encore

Action Needed:

Move to waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 20-21 for each of the following Contractors; ClearWater Industries; WaterOne Tech; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane US.; Automated Building Systems; Calvert Safe & Lock; Stanley Access Technology; Daikin Applied; Hussey Advantage; Swan Associates; Encore; Kone Elevator; Tull Bros; and Carrier as this is in the best interest of the Town.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities



Agenda Item No.: 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 8, 2020

SUBJECT: Approval for Dept. 61 Purchase Order Increases for Contractors up to \$25,000

Summary of Agenda Item:

Over the course of fiscal year 2020/2021, the Facilities Department is anticipating utilizing various contractors for service and repairs beyond our normal scope of work. For most of these contracted jobs, Facilities staff will receive a minimum of three price quotes. Considering the cost, product availability, proprietary factory authorized service provider agreements, and urgency of job completion, a purchase from the Contractor that best suits our immediate needs at the time will be made. Below are the Contractors that we utilize the most due to favorable pricing, and diligence of job completion. Because of the high volume of work and contracted costs, we are requesting to waive the Towns bidding process and approve Purchase Order increases up to \$25,000, if needed, without exceeding the balance in Dept. 61 Contractual Services account 001.35.3561.0.53814.00000. The Facilities Department has identified the following Contractors that we anticipate will require the purchase orders to cumulatively reach \$25,000 for the Fiscal Year 20/21:

ClearWater Industries
Drain Dr.
Johnson Controls
Calvert Safe & Lock
Hussey Advantage
Horton Electric

WaterOne Tech
Associated Security
Trane US.
Stanley Access Technology
Swan Associates

Landry Communications
Security 101
Tull Bros.
Kone Elevator
Daikin Applied

Action Needed:

Move to waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 20- 21 for each of the following Contractors; ClearWater Industries; WaterOne Tech; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane US.; Tull Bros.; Calvert Safe & Lock; Stanley Access Technology; Hussey Advantage; Swan Associates; Kone Elevator; Daiken Applied, and Horton Electric as this is in the best interest of the Town.


Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities



TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager 
DATE: June 9, 2020
SUBJECT: Access Control upgrades at Berlin High School, Willard Elementary School and Hubbard Elementary School

Summary of Agenda Item:

In current fiscal year 2020, funding was allocated for upgrades to school security. The final component identified in the School Security Grant for these three qualifying schools is access control upgrades to the entrances and secured spaces within the schools. Security 101, Advanced Security Integration, LLC of Plainville, CT. has provided proposal No.131141.2 in the amount of \$92,331.47 utilizing State of CT contract no. 17PSX0002, which includes all necessary upgrades at these three schools. Additional funding will need to be secured for the remaining access control upgrades at McGee Middle School and Griswold Elementary School. Funding is available in the Safety Equipment Account 566.35.3561.0.53231.00000.

Action Needed:

Move to utilize State of Connecticut DAS Contract No. 17PSX0002 and approve Fee Proposal No.131141.2 from Security 101, Advanced Security Integration LLC, of Plainville, CT. for an amount not to exceed \$92,331.47

Attachments:

Security 101, Advanced Security Integration, LLC, Fee Proposal.
Sufficiency of Funds Certificate.

Prepared By:

Douglas Solek, Director of Facilities



Berlin Board of Education

Project Location
Berlin Board of Education
238 Kensington Rd
Berlin, CT 06037

Berlin BOE K12 Access Control Proposal Phase 1-Revised

Proposal No.: 131141.3

Friday, June 5, 2020

Prepared For
Craig Szymanski
District Technology Coordinator



Advance Security Integration LLC.
10 Pine Street
Plainville, CT 06062-1941

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm:
34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Connecticut
Advance Security Integration LLC.
10 Pine Street
Phone: 800-991-4170
Fax: 800-991-4172
Website: www.Security101.com

Friday, June 5, 2020

Craig Szymanski
Berlin Board of Education
238 Kensington Rd
Berlin, CT 06037

Re: Berlin BOE K12 Access Control Proposal Phase 1-Revised

Dear Craig Szymanski:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Charlie Deschenes
Commercial Security Solutions Consultant
cdeschenes@security101.com
Cell Phone: 860-218-0497



General System Description

Proposal #131141.3 Berlin BOE K12 Access Control Proposal
Phase 1-Revised

Security101 to Supply and Install Genetec K12 Education Access Control

BHS System to Include:

- (1) Access Control Server
- (6) Mercury Intelligent Controller
- (9) Mercury 2 Reader Interface Module
- (11) RP40 Multiclass Readers
- (1) RP10 Multiclass Reader
- (12) Advantage Licensing Synergis K12
- (6) 8 Door Mercury Power Supply

Door hardware, strikes, REX, contacts, Mag Locks, PTE Buttons, Auto door openers, access control reader cabling, PC Workstation, UPS, Rack Mount and Viewing and PC monitors are not included except for locations in the scope of work that included a noted part number. This is an existing equipment system conversion that will include replacing the existing parts: Panels, power supplies, and readers. Door locations are labeled in the scope of work. New server at BHS will be connected in the Cloudlink through the network.

Hubbard School System to Include:

- (1) Mercury Intelligent Controller
- (3) Mercury 2 Reader Interface Module
- (6) RP40 Multiclass Readers
- (6) Advantage Licensing Synergis K12
- (1) 8 Door Mercury Power Supply

Willard School System to Include:

- (2) Mercury Intelligent Controller
- (4) Mercury 2 Reader Interface Module
- (8) RP40 Multiclass Readers
- (8) Advantage Licensing Synergis K12
- (2) 8 Door Mercury Power Supply

Door hardware, strikes, REX, contacts, Mag Locks, PTE Buttons, Auto door openers, access control reader cabling, PC Workstation, UPS and viewing and PC monitors are not included except for locations in the scope of work that included a noted part number. This is an existing equipment system conversion that will include replacing the existing parts: Panels, power supplies, and readers. Door locations are labeled in the scope of work. New server at BHS will be connected in the Cloudlink through the network.

Genetec Advantage:

GSC-EDU-SY-BASE: Synergis Education reader connection license for K12 – 5 years. (This includes one fee in McGee proposal for all 5 schools)

GSC-EDU-SY-IR: Education Advantage for 1 Synergis Education reader for K12-5 years. (This fee is included per reader)

Sy-Cloudlink: Synergis Cloud Link with access control firmware (This includes one fee in McGee proposal for all 5 schools)



General System Description (cont.)

Proposal #131141.3 Berlin BOE K12 Access Control Proposal
Phase 1-Revised

Revised Proposal Removed (5) Genetec License and (5) Reader Locations from BHS-Per Berlin BOE

M.E.R IT RM 204 Interior SD-BHS

TR4 IT DR Interior SD-BHS

TR2 IT ROOM E209 Interior SD-BHS

IT ROOM TR5 C102 Interior SD-BHS

TR3 IT Closet Interior SD-BHS

Access Control

Computer Stations

K-12 Synergis Software BHS

Access Control Software	1	Existing or Customer Supplied
Computer #1	1	Enterprise Access Control Server
Monitor #1	1	Existing or Customer Supplied
Reader Licenses	12	1 Synergis Education reader connection includes Advantage for 1 Synergis Education reader
Software Support Agreement	1	Existing or Customer Supplied
UPS	1	Existing or Customer Supplied

K-12 Synergis Software Willard School

Access Control Software	1	Existing or Customer Supplied
Computer #1	1	Existing or Customer Supplied
Monitor #1	1	Existing or Customer Supplied
Reader Licenses	8	1 Synergis Education reader connection includes Advantage for 1 Synergis Education reader
Software Support Agreement	1	Existing or Customer Supplied
UPS	1	Existing or Customer Supplied

K-12 Synergis Software Hubbard School

Access Control Software	1	Existing or Customer Supplied
Computer #1	1	Existing or Customer Supplied
Monitor #1	1	Existing or Customer Supplied
Reader Licenses	6	1 Synergis Education reader connection includes Advantage for 1 Synergis Education reader
Software Support Agreement	1	Existing or Customer Supplied
UPS	1	Existing or Customer Supplied

Credentials

Credentials (existing) BHS

Access Card	1	Existing or Customer Supplied
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Keyfob	1	Existing or Customer Supplied
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Credentials (existing) Willard School

Access Card	1	Existing or Customer Supplied
Keyfob	1	Existing or Customer Supplied

Credentials (existing) Hubbard School

Access Card	1	Existing or Customer Supplied
Keyfob	1	Existing or Customer Supplied

Panel Locations
Node 1 MER BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Control Panel Accessory	1	Field Wire Connectors
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	2	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 4 TR4 BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	2	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 6 TR6 BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	2	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 2 TR2 BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	1	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 5 TR5 BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	1	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 3 TR3 BHS

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	1	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 11/N-16 Willard School

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Control Panel Accessory	1	Field Wire Connectors
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	2	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 11/LL Willard School

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	2	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Node 9 Hubbard School

Batteries	3	12V 7AMP BATTERY
Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis™ SaaS only
Control Panel Accessory	1	Field Wire Connectors
Power Supply - Control Panel	1	Dual Voltage Power Supply 8 Door Mercury
Reader Board Type #1	3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - For Synergis SaaS only

Access Controlled Doors
Main Inner Doors Exterior DD-BHS

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Main Office Exterior DD-BHS

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Main Entry Door Exterior DD-BHS

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied

Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

STAIR AS1.2 Exterior SD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Auditorium Entry Exterior DD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

A208 Upper Gym Exit Exterior DD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Tech Alley Door Exterior SD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Tech NE DBL DR Exterior DD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Tech SE DBL DR Exterior DD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Loading Dock Exterior SD-BHS

Card Reader In	1	900PTNNEK00000 RP10 MULTCLS,-SE,-PRX,-WG,-PIG,-BLK
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

West Hall DBL DR Exterior DD-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

BOE Test Reader-BHS

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied
Misc Accessories	1	Existing or Customer Supplied

East Side Dr Exterior DD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Main Entry Exterior DD-Willard

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	2	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

PRE K Exit Door Exterior DD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Front West Entry Exterior DD-Willard

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	2	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Rear Southeast Exterior SD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Rear Northeast Exterior DD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied

Exit Device - PIR	1	Existing or Customer Supplied
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Lower Rear Southwest Exterior DD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Lower West Entry Exterior DD-Willard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

West Side Dr Exterior DD-Hubbard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Front Inner Dr Interior DD-Hubbard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Front Door Exterior DD-Hubbard

ADA Auto Door Int	1	Existing or Customer Supplied
Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied

Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	2	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Northwest Door Exterior DD-Hubbard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

North Middle Door Exterior DD-Hubbard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Door Contact	1	Existing or Customer Supplied
Electric Lock 1	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Loading Dock Exterior DD-Hubbard

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF
Electric Lock 1	1	Existing or Customer Supplied
Electric Lock 2	1	Existing or Customer Supplied
Exit Device - Mech	1	Existing or Customer Supplied
Exit Device - PIR	1	Existing or Customer Supplied

Customer to provide:

- IP addresses, subnet mask, gateway, switch port assignments, login credentials for Genetec Software and Network connectivity all required prior to project start date.
- Access to existing Badge software at the Town Hall to link Genetec Software.
- Free and clear access to work space
- 120 VAC is required
- Provide Security101 any necessary log in access to network.
- Labeled cables that match all existing devices.
- Customer to provide network connectivity between all Locations
- Customer to provide access to control panel locations through the duration of the project.
- Server location is recommended to be installed in a Environmentally Cooled Area.

Exclusions:

- Viewing/PC Monitor, Mouse and Keyboard-Owner to provide
- UPS-Owner to provide
- PC Workstation w/video card-Owner to provide
- Rack Mount for Server-Owner to provide
- Warranty is limited to scope of work on this proposal.
- Permits and Permit Fee not included
- Bucket Truck and/or Lift
- NON Prevailing wage project cost is under \$100,000.00

Clarifications:

- Reasonable effort will be made to limit doing damage to walls and ceiling tiles but all area they may need to be patched and painted or ceiling tiles replaced are the responsibility of Owner.
- Any existing field devices not included in the proposal that need to be tie into the access control system will be noted and a change order will be provided.
- Cabling to all existing locations are determined to be working. Any faulty cabling, hardware, or field devices will be noted and a change order will be provided.
- Existing conduit and raceway at door locations will be utilized. Any additional conduit needed will be noted and a change order will be provided.
- To perform all programming, commissioning, testing, training and final check-out.
- Prevailing wage is included
- This quote is based on normal working hours (Mon to Fri 8am to 4:30pm)



Financial Summary

Proposal #131141.3 Berlin BOE K12 Access Control Proposal
Phase 1-Revised

Bill to: Berlin Town Hall Facilities Department
11 Town Farm Lane
Berlin, CT 06037

Ship to: Attn: Craig Szymanski
Berlin Board of Education
238 Kensington Rd
Berlin, CT 06037

GRAND TOTALS

INSTALLATION	\$52,751.16
TRAINING	\$1,176.00
EQUIPMENT	\$35,773.76
MATERIALS	\$1,693.98
SHIPPING	\$936.57
TOTAL INVESTMENT	\$92,331.47
TAX	\$0.00
TOTAL INVESTMENT WITH TAX	\$92,331.47

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. **TERM AND TERMINATION:** This Agreement shall be in effect for five (5) years from the date provided above and shall automatically renew for additional one (1) year terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. **PAYMENT:** (a) Sales and installations - Payment Terms, unless otherwise stated in acceptance section shall be on a progress basis as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer. (b) Service and maintenance: Payments shall be made yearly in advance to cover services in the succeeding twelve (12) month period. The service fee will increase annually by five (5%) percent on the anniversary of the commencement of services to reflect increases in material and labor costs. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

3. **TAXES:** The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

4. **SERVICE HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed. Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the Scope of this Agreement at a mutually agreed upon price.

5. **INSTALLATION / SITE CONDITIONS:** Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

6. **EQUIPMENT COVERED:** Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

7. **TIME AND MATERIALS SERVICE WORK:** In the event that Seller is asked by Customer to perform additional work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller time and materials rates in effect at the time the work is performed.

8. **WARRANTIES:**

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

SERVICES WARRANTY - For all other services, including those provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the

event that any services fail to comply with the foregoing standard within ninety (90) days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS/ REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. INDEMNIFICATION: Seller agrees only to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Seller does not provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Any service charges shall cease until service is resumed.

12. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with such hazardous materials or substances, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. It is understood that countries outside the US may restrict the import or use of strong encryption products and may restrict exports, and Customer agrees that Customer shall be solely responsible for compliance with any such import or use restriction. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. FEDERAL ACQUISITION REGULATIONS: The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part

12 - "Acquisition of Commercial Items."

16. GENERAL: (a) This Agreement and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

17. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

18. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

19. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

21. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle. Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Limited Warranty; Exclusions and Disclaimers

22. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

23. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

25. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

26. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the

Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

27. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

28. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

29. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

30. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

31. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

32. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and

equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

33. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Access Control Terms & Conditions

Additional Terms & Conditions

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ✱

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

34. TERM AND TERMINATION:

35. PAYMENT: (a) Sales and installations - Payment Terms, unless otherwise stated in clarifications section shall be on a progress basis as follows: Customer will pay 40% upon shipment of equipment to Seller or Customer designated site, 50% upon substantial completion and 10% upon final acceptance by Customer. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

36. TAXES: The Customer is tax exempt

37. SERVICE HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8 a.m. to 5 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

38. INSTALLATION / SITE CONDITIONS: Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Seller shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Seller shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

39. EQUIPMENT COVERED: Seller will provide Customer with the services described herein with the equipment listed on the Proposal, provided herein. Any additions to or deletions from the Proposal, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

40. TIME AND MATERIALS SERVICE WORK: In the event that Seller is asked by Customer to perform additional work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller time and materials rates in effect at the time the work is performed.

41. WARRANTIES:

ISERVICES WARRANTY - For all other services, including those provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the

Terms & Conditions (cont.)

Proposal #109552.0 Access Control System Improvements

event that any services fail to comply with the foregoing standard within ninety (90) days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified in the Proposal attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

42. INDEMNIFICATION: Seller agrees only to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

43. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per

occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Seller does not provide copies of its policies, certified or otherwise nor does it provide endorsements.

44. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Any service charges shall cease until service is resumed.

45. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT

FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. Notwithstanding anything to the

contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

46. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with such hazardous materials or substances, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

47. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. It is understood that countries outside the US may restrict the import or use of strong encryption products and may restrict exports, and Customer agrees that Customer shall be solely responsible for compliance with any such import or use restriction.

Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

48. FEDERAL ACQUISITION REGULATIONS: The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part

Terms & Conditions (cont.)

Proposal #109552.0 Access Control System Improvements

12 - "Acquisition of Commercial Items."

49. GENERAL: (a) This Agreement and the Scope of Work constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

50. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect

51. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

52. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any

time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

53. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this

contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

54. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle. Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Seller. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the

Terms & Conditions (cont.)

Proposal #109552.0 Access Control System Improvements

Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

Indemnification

6. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security

101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

9. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 shall provide, detail drawings utilizing industry standard electronic floor plans per project specifications.

10. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and

Terms & Conditions (cont.)

Proposal #109552.0 Access Control System Improvements

equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

11. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Access Control Terms & Conditions

13. All Door(s) and associated door hardware are not included, unless specifically identified in the scope of work and/or equipment list

14. Coring of new or existing doors required for electrified locking hardware is not included, unless specifically identified in the scope of work.

15. Modification of any new or existing fire doors is not included. Additional charges may apply if SECURITY 101 is requested to perform such work.

16. Proper door alignment and mechanical operation is the responsibility of others.

17. Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.

18. Access control cards are not included, unless specifically identified in the scope of work and/or equipment list

19. Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list

20. FIRE ALARM RELEASE - It the responsibility of the customer and the fire alarm service provider for this site. Any permits required in

accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

Additional Terms & Conditions

Installation

21. All required installation documents are included.
22. Installation of all required equipment and materials with on-site supervision of project is included.
23. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
24. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
25. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
26. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
27. Client to provide and coordinate 110 VAC electrical service where needed.
28. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client
29. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work

Changes in Scope of Work

30. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to

Terms & Conditions (cont.)

Proposal #109552.0 Access Control System Improvements

commencing work.

31. Miscellaneous

32. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement
33. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
34. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
35. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in



Terms & Conditions (cont.)

Proposal #131141.3 Berlin BOE K12 Access Control Proposal
Phase 1-Revised

any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #131141.3 Berlin BOE K12 Access Control Proposal
Phase 1-Revised

For the amount of **\$92,331.47** (tax not included)

This proposal dated Friday, June 5, 2020 is valid until Wednesday, August 5, 2020

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

Proposal is based off the State of Connecticut Contract #17PSX0002

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm: 34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

Berlin Board of Education

Security 101 - Connecticut

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE **9-Jun-20**

Purchase Item or Contract: Schools		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Additional access control devices & installation at BHS, Willard & Hubbard - reimbursed as part of Round 3 Security Grant	\$92,331.47	\$92,331.47
			-
			-
			-
			-
TOTAL			\$92,331.47

Account No. 566.35.3561.0.53231.00000

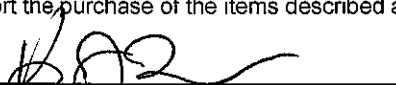
Budgeted Amount.....	<u>\$545,944.11</u>	Available balance.....	<u>\$141,063.64</u>
Encumbrances to Date.....	<u>\$214,129.73</u>	Amount Needed for This Package.....	<u>\$92,331.47</u>
Expenditures to Date.....	<u>\$190,750.74</u>	Available Balance After Purchase.....	<u>\$48,732.17</u>

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Town Accountant

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Town Accountant

Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 9, 2020
SUBJECT: Modification of Town Contract with Newport Realty Concerning Demolition of 861 Farmington Avenue and Adjustment to the Purchase Price

Summary of Agenda Item:

The Town previously entered into an agreement with the Newport Realty Group pertaining to the sale and redevelopment of Town owned parcels at 861, 889, 903 and 913 Farmington Avenue in the vicinity of the Berlin Train Station and the Town Council authorized an amendment to the Agreement concerning the terms of the sale regarding the 861 portion of the transaction. This transaction has been delayed by an appeal of zoning approvals from an abutting property owner but that appeal is now resolved, pending execution of the settlement documents and the court's approval of the withdrawal of the appeal. The appeal delayed Newport's ability to obtain a financing commitment for the development project and approval of financing is a contingency of the Town's obligation to sell the property to Newport. The project has also been delayed because the purchase of the property by Newport was contingent on the Town awarding a construction contract for the Boulevard to the Berlin Train Station. The Boulevard contract award is on the June 16 Town Council agenda but signing of the construction contract is also contingent on sale of 861, 903 and 913 Farmington Avenue to Newport because part of the funding for the Boulevard will come from the proceeds of the sale of the properties and given current financial conditions, the Town does not wish to advance funds in anticipation of a future closing of the sale of the properties. It is in the Town's best interest to award the construction contract for the Boulevard because a substantial portion of the State funding for the project is due to expire at the end of the year. Therefore, the Town and Newport have negotiated a revised Seller financing contingency so that instead of being required to have financing in place for the first phase of the development project, the Town will require that Newport to have a financing commitment for funds to acquire 861, 903 and 913 Farmington Avenue (\$470,000), to fund its shared costs funding obligation for off-site costs (the parties have agreed on \$269,000 as Newport's share of the cost of expected off-site improvements and it will receive a credit of \$90,000 for constructing an underground detention system that is part of the approach to not increase discharge into the CTDOT drainage system in Farmington Avenue so the shared costs cash from Newport that will be available for Boulevard construction is \$179,000) and the cost of renovating 861 Farmington Avenue..

In addition to the change to the Seller contingency regarding Buyer financing commitment for the development project, the parties want to modify other terms and conditions to address the revised project timing, Zoning appeal settlement and other matters as follows.

Newport has agreed not to require that the Town remove the slabs and footings at 889 Farmington Avenue.

The Agreement provides that in addition to the Purchase Price, that Buyer will pay a share of off-site costs. The parties have agreed on the magnitude of expected off-site costs and the prorated contributions of each party per the schedule attached that provides that Newport's portion of shared costs is \$269,000 and that it will receive a credit of \$90,000 for constructing an underground detention system that is part of the approach to not increase discharge into the CTDOT drainage system in Farmington Avenue.

Town will grant Buyer an easement over a portion of 889 Farmington Avenue in order to allow completion phase 1 of the project as previously authorized by the Town Council.

The parties agree that an Environmental Land Use Restriction (ELUR) may be filed on 861 Farmington Avenue either before or after the closing,

The Town will indemnify Buyer from third party claims related to groundwater contamination originating on 889 Farmington Avenue that migrated onto 861 Farmington Avenue as of the date of Closing. The Town had already agreed to provide an indemnification but it would not have been triggered until Newport closed on 889 Farmington Avenue.

Town agrees to provide a parking easement on a portion of 889 Farmington Avenue per Schedule D for the benefit of 861 Farmington Avenue at closing of phase 1.

Action

Move to authorize the Town Manager to enter into an amendment to the Town's contract with Newport Realty Group LLC regarding the sale of 861, 889, 903 and 913 Farmington Avenue to modify the Seller contingency regarding Buyer financing, to eliminate the requirement that the Town remove slabs for 889 Farmington Avenue, to define the sharing arrangement for off-site costs, to provide a easements on two parts of 889 Farmington Avenue at the time of the phase 1 closing, to allow the filing of an ELUR on 861 Farmington Avenue either before or after closing and to provide Town indemnification of Newport with respect to third party claims relating to groundwater issues on 861 Farmington Avenue at the time of the phase 1 closing, subject to review and approval of the amendment by Corporation Counsel.

Attachments:

1. Cost sharing estimate.

Prepared By:

Chris Edge, Economic Development Director,
Jim Mahoney, Economic Development Coordinator

CE

Town of Berlin
Construction of Boardwalk to the Train Station
Town No. 2020-05
WAC Reference No. 14083.10

Prepared By: REBMSA
Date: June 3, 2020
Rev. Date:

100% (Shared Costs)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
2	0219001 Sedimentation Control System	L.F.	220	\$ 3.50	\$ 770.00
3	0219011 Sedimentation Control System at Catch Basin	Ea.	3	\$ 130.00	\$ 390.00
4	0406171 A HMA SO.5	Ton	220	\$ 115.00	\$ 25,300.00
5	0406236 Material for Tack Coat	Gal.	215	\$ 8.00	\$ 1,720.00
6	0406275 A Fine Milling of Bituminous Concrete (0" to 4")	S.Y.	2,240	\$ 5.00	\$ 11,200.00
7	0507460 A Underpinned Detention System "	L.S.	1	\$ 90,000.00	\$ 90,000.00
8	0507758 A Reset Manhole (Storm)	Ea.	1	\$ 750.00	\$ 750.00
9	0508001.10 A Type "C" Catch Basin - 0' - 10' Deep	Ea.	1	\$ 4,000.00	\$ 4,000.00
10	0508001.15 A 15" R.C. Pipe - 0' - 10' Deep	L.F.	15	\$ 54.00	\$ 810.00
11	0508001.18 A 18" R.C. Pipe - 0' - 10' Deep	L.F.	305	\$ 59.00	\$ 17,995.00
12	0811003 Precast Concrete Curb	L.F.	320	\$ 45.00	\$ 14,400.00
13	0922001 Temporary Bituminous Concrete Sealcoat	S.Y.	190	\$ 30.00	\$ 5,700.00
14	0944000 Forming and Pacing Topsoil	S.Y.	800	\$ 7.00	\$ 5,600.00
15	0950005 Traffic Establishment	S.Y.	800	\$ 2.00	\$ 1,600.00
16	0970006 Traffic Person (Municipal Police Officer)	Ea.	1	\$ 20,400.00	\$ 20,400.00
20	1010039 Precast Polymer Concrete Handhole Type II (17"x20")	Ea.	1	\$ 1,300.00	\$ 1,300.00
21	1017066 Precast Concrete Transformer Pad (7'6"x5'x3'6")	Ea.	1	\$ 2,500.00	\$ 2,500.00
22	1206023 A Removal and Relocation of Existing Signage	L.S.	1	\$ 1,500.00	\$ 1,500.00
23	1210101 4" White Epoxy Resin Pavement Markings	L.F.	1,000	\$ 0.60	\$ 600.00
24	1210102 4" Yellow Epoxy Resin Pavement Markings	L.F.	920	\$ 0.60	\$ 552.00
25	1210106 12" White Epoxy Resin Pavement Markings	L.F.	20	\$ 7.00	\$ 140.00
26	1401054 A Handling Sanitary Sewer (Sanitary Sewer)	L.S.	1	\$ 5,000.00	\$ 5,000.00
27	1401072 A 6" PVC (Sanitary Sewer) (Paved Area)	L.F.	215	\$ 100.00	\$ 21,500.00
28	1403301 A Reset Manhole (Sanitary Sewer)	Ea.	2	\$ 1,000.00	\$ 2,000.00
SUBTOTAL					\$ 236,877.00

COST SHARING

Category & Percentages	Newport	Town
Traffic @ 90% Newport, 10% Town	\$ 693.00	\$ 77.00
Drainage @ 71% Newport, 29% Town	\$ 276.90	\$ 113.10
Traffic @ 90% Newport, 10% Town	\$ 23,805.00	\$ 2,645.00
Traffic @ 90% Newport, 10% Town	\$ 1,548.00	\$ 172.00
Traffic @ 90% Newport, 10% Town	\$ 10,030.00	\$ 1,120.00
Detention @ 83% Newport, 17% Town	\$ 74,700.00	\$ 15,300.00
Drainage @ 71% Newport, 29% Town	\$ 537.50	\$ 217.50
Drainage @ 71% Newport, 29% Town	\$ 2,840.00	\$ 1,160.00
Drainage @ 71% Newport, 29% Town	\$ 575.10	\$ 234.90
Traffic @ 90% Newport, 10% Town	\$ 12,776.45	\$ 5,218.55
Traffic @ 90% Newport, 10% Town	\$ 12,960.00	\$ 1,440.00
Traffic @ 90% Newport, 10% Town	\$ 5,130.00	\$ 570.00
Traffic @ 90% Newport, 10% Town	\$ 5,040.00	\$ 560.00
Traffic @ 90% Newport, 10% Town	\$ 1,440.00	\$ 160.00
Traffic @ 90% Newport, 10% Town	\$ 18,300.00	\$ 2,060.00
Electrical @ 99% Newport, 1% Town	\$ 1,287.00	\$ 13.00
Electrical @ 99% Newport, 1% Town	\$ 2,475.00	\$ 25.00
Traffic @ 90% Newport, 10% Town	\$ 1,350.00	\$ 150.00
Traffic @ 90% Newport, 10% Town	\$ 540.00	\$ 60.00
Traffic @ 90% Newport, 10% Town	\$ 496.80	\$ 55.20
Traffic @ 90% Newport, 10% Town	\$ 126.00	\$ 14.00
Sanitary @ 100% Newport, 0% Town	\$ 5,000.00	\$ -
Sanitary @ 100% Newport, 0% Town	\$ 21,500.00	\$ -
Sanitary @ 100% Newport, 0% Town	\$ 2,000.00	\$ -
SUBTOTAL	\$ 205,531.75	\$ 31,345.25

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	0201001 A Clearing and Grubbing	L.S.	1	\$ 9,913.72	\$ 9,913.72
17	0971001 A Maintenance and Protection of Traffic	Sq. Yds	5	\$ 11,000.00	\$ 55,000.00
18	0975004 Mobilization and Project Closeout	L.S.	1	\$ 19,827.45	\$ 19,827.45
19	0980001 Construction Staking	L.S.	1	\$ 3,965.49	\$ 3,965.49
SUBTOTAL					\$ 44,706.66

EXPENSE ITEMS			
	\$	8,601.87	\$ 1,311.85
S&N	\$	9,544.40	\$ 1,455.69
	\$	17,203.74	\$ 2,623.71
	\$	3,440.75	\$ 524.74
SUBTOTAL	\$	38,790.76	\$ 5,915.99

NOTES:

- 1) Quantities of Shared Costs Items by WAC Engineers
- 2) Excluding Item No. 7 (0507460 - Underpinned Detention System), Unit Prices and Total Costs for Items are from the lowest bid submitted by Qualified Contractors on May 28, 2020 for the referenced project.
- 3) Cost for Item No. 7 is an estimated budget based on the review of prices submitted for Alternate No. 1.
- 4) Percentages for Items 1, 16, & 19 calculated from actual bid prices.
- 5) The bid cost for Item 17 was applied on a pro-rata basis using the Newport and Town subtotals. M&P will be needed primarily for site of late work on Farmington Ave.

CONSTRUCTION ITEMS SUBTOTAL		\$ 236,877.00
LUMP SUM ITEMS SUBTOTAL		\$ 44,706.66
SUBTOTAL		\$ 281,583.66
CONTINGENCY @ 10%		\$ 28,158.37
2020 TOTAL		\$ 309,742.02

CONSTRUCTION ITEMS SUBTOTAL		\$ 205,531.75	\$ 31,345.25
LUMP SUM ITEMS SUBTOTAL		\$ 38,790.76	\$ 4,915.30
SUBTOTAL		\$ 244,322.51	\$ 36,260.55
CONTINGENCY @ 10%		\$ 24,432.25	\$ 3,626.06
2020 TOTALS		\$ 268,754.76	\$ 40,886.61