

REPORT OF THE FINANCE COMMITTEE

SEPTEMBER 2, 2020

A meeting of the Finance Committee was held on Wednesday, September 2, 2020, at 7:00 p.m. via teleconference.

Mayor Jim Donchess, Chairman, presided.

Mayor Donchess

As Chairman of the Finance Committee, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 pursuant to Executive Order 2020-04 and subsequent extensions, this public body is authorized to meet electronically.

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are:

a) Providing public access to the meeting by telephone, with additional access possibilities by video or other electronic means:

To access Zoom, please refer to the agenda or the City's website for the meeting link.

To join by phone dial: 1-929-205-6099

Meeting ID: Meeting ID: 826 7535 2759

Password: 823389

The public may also view the meeting via Channel 16.

b) Providing public notice of the necessary information for accessing the meeting:

We previously gave notice to the public of the necessary information for accessing the meeting, through public postings. Instructions have also been provided on the City of Nashua's website at www.nashuanh.gov and publicly noticed at City Hall and Nashua Public Library.

c) Providing a mechanism for the public to alert the public body during the meeting if there are problems with access:

If anybody has a problem accessing the meeting via phone or Channel 16, please call 603-821-2049 and they will help you connect.

d) Adjourning the meeting if the public is unable to access the meeting:

In the event the public is unable to access the meeting via the methods mentioned above, the meeting will be adjourned and rescheduled. Please note that **all votes** that are taken during this meeting shall be done by **roll call vote**.

Let's start the meeting by taking a roll call attendance. **When each member states their presence, please also state whether there is anyone in the room with you during this meeting, which is required under the Right-To-Know Law.**

The roll call was taken with 6 members of the Finance Committee present: Alderman Patricia Klee, Alderwoman Elizabeth Lu, Alderman Linda Harriott-Gathright, Alderman-at-Large Brandon Michael Laws, Alderman-at-Large Michael B. O'Brien, Sr., and Mayor Jim Donchess; Alderwoman-at-Large Shoshanna Kelly was recorded absent.

Members not in Attendance: Alderwoman-at-Large Shoshanna Kelly

Also in Attendance: Alderman Skip Cleaver
Alderman Richard A. Dowd
Sarah Marchant, Director Community Services
Nicholas Caggiano, Superintendent Parks & Rec
Jon Ibarra, Superintendent of Streets
Dan Hudson, City Engineer
Jeffrey LaFleur, Superintendent of Solid Waste
Kim Kleiner, Administrative Services Director
Kelly Parkinson, Purchasing Manager

Alderman Klee

I am here, I am alone, I can hear everybody and I am social distancing based on the Governor's order.

Alderwoman Lu

Yes, I am here, I can hear you and I am alone.

Alderman Harriott-Gathright

The Clerk is here and I am alone in this room and I can hear everyone.

Mayor James Donchess

Alderwoman Kelly e-mailed me or messaged me to say that she could not make it tonight; so she won't be present.

Alderman Laws

I am here, I am alone and I can hear you.

Alderman O'Brien

I am present, I can hear the proceeding and I am alone.

Mayor Donchess

I am present, I am social distancing pursuant to the Governor's Orders and I am in the room alone.

Alderman Harriott-Gathright

We have six in attendance; we have a quorum.

PUBLIC COMMENT - None

COMMUNICATIONS

From: Kelly Parkinson, Purchasing Manager
Re: Redesigning and Engineering of City Hall Parking Lots

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE ENTERING INTO A CONTRACT FOR SURVEY, DESIGN AND ENGINEERING OF THE CITY HALL PARKING LOT RETROFIT IN THE AMOUNT OF \$36,793.77 FROM GREENMAN-PEDERSEN, INC. (GPI), BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

And I believe City Engineer Hudson is here to address this, or is it Ms. Marchant?

Sarah Marchant, Director of Community Development

Correct, thank you so much, Director of Community Development, Sarah Marchant. In working on the Transit Center Rehabilitation Project, it has come to our attention with the team that includes Administration, Parking, certainly all of the Transit Center Team and the City Hall Buildings, that the rear two parking lots of City Hall are where the traffic flows have been affected and how they are accessed is very much intertwined with the Transit Center. And as part of the Transit Center, we need to close that access. Separate from that, having the dual parking lots with two access points right directly next to each other off of Elm Street and both of them being kind of dead ends, has caused problems for year and is something we want to look at part and parcel with this. We don't have the funding in the grant from the Federal Transit Administration; this is a separate project but GPI has already done more than half the survey work. They are looking at this area, it makes sense to have a separate contract with them that is funded by these City dollars to be able to study the design of these parking lots and see if we can fix it and make one access point and see if we can retain as much parking as possible in that process. So that is what is before you tonight.

Mayor Donchess

Anyone have questions or comments? Could the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

Mayor Donchess

The Motion passed; but before we go any further, I should have recognized that Alderman Skip Cleaver is with us; I didn't realize we had other Aldermen present beyond the Committee members.

Alderman Harriott-Gathright

And Alderman Dowd is with us as well.

Mayor Donchess

Alderman Dowd as well; I always think he's on the Committee. So Alderman Dowd, thank you for joining us as well as Alderman Cleaver. Next communication?

From: Kelly Parkinson, Purchasing Manager
Re: Charlotte Ave. Elementary Safe Routes to School Project

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND AWARD THE CONSTRUCTION CONTRACT FOR THE CHARLOTTE AVENUE SAFE ROUTES TO SCHOOL PROJECT TO NORTHEAST EARTH MECHANICS OF PITTSFIELD, NH, IN THE AMOUNT OF \$288,812.25. FUNDING WILL BE AVAILABLE IN DEPARTMENT 160 ADMIN/ENGINEERING: FUND: GRANT; ACTIVITY SAFE ROUTES CHARLOTTE AVE.; DEPARTMENT 169 WASTEWATER; FUND: WASTEWATER; ACTIVITY DESCRIPTION: STORMWATER ABATEMENT; AND DEPARTMENT 160 ADMIN/ENGINEERING: FUND: TRUST: NORTHEAST QUADRANT SIDEWALK FUND, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

Now this may be Mr. Hudson?

Dan Hudson, City Engineer

It is, thank you Mr. Mayor. I am pleased that Alderman Dowd had an opportunity to attend tonight because he was instrumental in bringing this project to this point. This project has been around for a long time. We are really excited that we are finally here at the construction stage. This is a project run through the State Routes to School Program which is a Federal program so they are providing quite a bit of matching money towards this project. The balance of the project funding is through Storm Water Funds and then also North East Quadrant Sidewalks Fund.

The project involves pedestrian safety improvements along Charlotte Avenue in the vicinity of the elementary school. It involves constructing new sidewalk on the north side of the road and then combining crossing crosswalks into one crosswalk right at the Middle School entrance which will have additional lighting. And then there's some improvements, there's drainage improvements and then also installing school zone flashing beacons with radar speed feedback to try to encourage people to adhere to the School Zone speed limits during the time that they are implemented.

This project was advertised back in June. It took a while to get there; obviously DOT and us and others have experienced challenges with COVID-19 but finally received an approval to the advertising we have and we received one bid as Northeast Earth Mechanics. We have reviewed the bid, DOT has reviewed the BID and found it responsive and appropriate and we are ready to move into construction with your approval.

Mayor Donchess

Any comments? Alderman Dowd?

Alderman Dowd

Yes, it has taken us – we applied for this about five years ago. It has taken us a long time to get this. We had the approval of the school, we had the approval of all the neighbors, it is going to be a much safer situation and also be safer for voting but that's a side light.

The speed indicators and also squaring the corner I believe is involved of Charlotte Street and Charlotte Ave. So I would be extremely disappointed if this didn't get approved and moved forward; it has been a long time coming. It is part of Safe Routes to School for kids. Where the crosswalks currently are, we have had a couple of near miss accidents. In fact, the back of a bus got hit once not too long ago; so I highly suggest that we approve this.

Mayor Donchess

Thank you. Alderwoman Lu, did you

Alderwoman Lu

I have a question, thank you. What is Safe Routes to School, did you say that is a Federal Program. And do they pass those through to the State?

Mr. Hudson

Sure, yeah it is, it is a Federal Program the money is passed down to the State to distribute and administer the program. And then we as a local entity apply for those funds. We were granted those funds and then we need to comply with the program requirements which is full Federal requirements. So, you know, it is a detailed program, it is challenging sometimes to get through that with the OT because of all the requirements. But it is worthwhile to do because they provide those funds.

Alderwoman Lu

Thank you. Just how much of the total comes from the Federal Program?

Mr. Hudson

So for this project, \$170,035.53 is intended to come from that program.

Alderwoman Lu

OK thanks.

Mayor Donchess

Anyone else? Alderwoman Klee?

Alderman Klee

Thank you, Mr. Mayor. As a Ward Alderman who worked with our Community Development people to get a Safe Routes to School Project funded, I really appreciate this. I am definitely – Alderman Dowd I will definitely be voting for this. I think these projects are extraordinarily important. I know in the French Hill we have one that is pending, waiting to get, as you have – waiting to get funding. I think we are waiting three years now to get ours to kind of come down and be able to do exactly what you are doing. Ours is for Mount Pleasant.

But I think this is incredible and I agree with you; there have been a lot of near misses. I can tell you even myself, just driving through there which I do quite regularly, I see when the school kids are getting out and the parents and everybody are going every which direction. I think these are a lot of really good construction changes to it; so I think it's a great project.

Mayor Donchess

Anyone else? Could the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

From: Kelly Parkinson, Purchasing Manager
Re: Fuel Island at Street Department Change Order #2

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE CHANGE ORDER #2 FOR THE PAINTING OF THE TWO FUEL STORAGE TANKS LOCATED AT THE STREET DEPARTMENT IN THE AMOUNT OF \$22,299 WITH STEPHENS-MARQUIS ASSOCIATES, INC. OF MERRIMACK, NH, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

Now is this Mr. Ibarra? Who is going to cover this one?

Jonathan Ibarra, Superintendent of Streets

That's correct Mr. Mayor. So we have an ongoing contract with Stephens-Marquis for the design build rehabilitation of the fuel island, and the rehab of the ASDs, which is the two 12,000-gallon fuel tanks located at the Street Department; it's 9 Stadium Drive. During the project, part of it was to inspect both internally and externally the tanks and the components, the piping, the plumbing and a lot of upgrades were made to meet current code as this was over 20 years since the last inspection on that system. Part of that inspection they found scaling and rust and determined that we should paint the tanks to comply with the State Department of Environmental Services.

So we asked Stephens-Marquis to give us a quote while they were working on the project and basically those are the numbers, they gave us to complete that project.

Mayor Donchess

Ok, any comments? Alderman Lu?

Alderwoman Lu

I had a question, please. Thank you, Mr. Ibarra I had tried to reach out to you earlier and I had a busy day and I wasn't able to touch base with you. But I just wondered, is this project was it scheduled to be done on the 15th of August? That was where the questions – are they running behind?

Mr. Ibarra

Yeah, we had a few weather delays and the canopy installer is scheduled to coincide with their projected timeline so he actually hired a secondary canopy installer for the canopy that's over the new fuel pumps on the island. So yes, we had a little delay there.

Alderwoman Lu

The biggest question I had was my understand is that when we do a change order, there is some documentation as to who requested it and specifically what needs to be done. I thought that was meant to be part of the documentation that is provided to the Finance Committee. I know this is about 10% of the cost of the work. It just seemed like a lot of money just to paint. And I had mentioned to you in my e-mail that there's painting in the contract; is that for something else?

Mr. Ibarra

I'll try and get both of those. So the existing contract had the canopy steel as painting so that all came delivered only primed. So that's where you see that painting in the aspect of the contract. The two 12,000-gallon tanks, that came out later during the project actually as the inspection process was going on to comply with DES so that's why we have this change order.

As far as the bidding process it is customary as you are going through a project, you would ask the contractor performing the work to provide a quote for that work. I think what you were referring to earlier maybe when we go out to bid, then there is a request for proposal. I made a verbal, in the field, request for this particular project.

Alderwoman Lu

OK thanks, I appreciate it.

Mayor Donchess

Anybody else? Could the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

From: Kelly Parkinson, Purchasing Manager

Re: Office Trailers for Covid 19 CDC Recommended Social Distancing Workspace

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE THE PURCHASE OF TWO (2) 12' X 60' SILVERLINE OFFICE TRAILERS IN THE AMOUNT OF \$160,460 WITH TRIUMPH MODULAR OF LITTLETON, MA. FUNDING IS AVAILABLE IN DEPARTMENT 168 SOLID WASTE; FUND: GRANT; ACTIVITY GOFERR GRANT, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

And I believe Mr. LaFleur is going to speak to this?

Jeffrey LaFleur, Superintendent of Solid Waste

Yes Mayor, thank you. With the changes in the operation due to COVID and the social distancing guidelines, we are having to assign our employees outside, under tents, trying to keep everyone safe and social distanced. We took this opportunity with the GOFERR Grant to look into office trailers to be able to do this. This will give the employees a warm place in the winter and a cooler place in the summer for us to go and assign them and get them out to do their work.

Mayor Donchess

Questions? Alderman Lu.

Alderwoman Lu

I'm sorry I have a question. Thank you, Mr. Mayor, I had a question about some of the messages that we have received on the Board describing the GOFERR Funds as being maxed out. I just wanted to ask the question, this isn't – was there miscalculation. We haven't expended our GOFERR Fund allocation, have we?

Mayor Donchess

We haven't expended it but we can, we haven't expended more, I mean I think we've gone over \$1 million dollars but we can project that the safety-related improvements that we are seeking, when you add them all together may exceed the total amount of the GOFERR Funds. But still, the projects are all COVID-related and if we go over, it will be \$100,000.00 to \$200,000.00 probably, \$2 million dollars for the project.

Alderwoman Lu

I just wondered then since this may be going above the allocation that we are receiving from the GOFERR Funds, have other options been considered, are there other empty facilities in the area of these workers, were other options considered?

Mayor Donchess

Well Mr. LaFleur can answer this but this at the landfill for the people working at the landfill. But Mr. LaFleur, please go ahead.

Mr. LaFleur

Yes Mayor, right now we have tents out there, we have two 10 x 20 tents that employees are under. We are anticipating through the winter and spring with the continuance of COVID that we are going to need areas where they can be at least warm for eating their lunches and if it continues into the summer next year, they will be cool for their lunches.

Alderwoman Lu

Where did they used to go?

Mr. LaFleur

We have a small break room; before COVID and the guidelines of social distancing we made it work, but it is a very small break room where they would be elbow to elbow waiting for their assignments to get going.

Mayor Donchess

Now please address the question but once the – if and when Public Works is consolidated and/or if COVID, we are beyond it, if that day ever comes, these trailers have other uses, don't they?

Mr. LaFleur

Yes, Mayor, we anticipate using them. There is a possibility that I could retrofit it to use it for our new scale outs. We could use it for other opportunities at the landfill. We could still use it for another break room; there's multitudes of uses for these trailers. They are brand new, heating, air conditioning.

Mayor Donchess

Ok Alderwoman Lu do you have other ?

Alderwoman LU

Thank you very much, I'm all set.

Mayor Donchess

Anyone else? Alderwoman Klee.

Alderman Klee

Thank you, Mr. Mayor. I have been in the space that you have as a break room Mr. LaFleur and I agree with you, it is quite small. Truthfully your staff is quite cramped throughout that entire area. I don't want to see them out in tents even for lunch or for anything during this weather. The fact that they've put up with it through the summer, I appreciate that. So I will be in favor of this.

Mayor Donchess

And when you walk into the break room and you look around, you are kind of amazed it is still standing but it is still there. Not in very good shape but it's there. Anybody else, questions? Would the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

From: Kelly Parkinson, Purchasing Manager
Re: Video Camera System for David Deane Skateboard Park

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE THE PURCHASE AND INSTALLATION OF VIDEO MONITOR CAMERA SYSTEMS IN THE AMOUNT OF \$56,003 FROM JOHNSON CONTROL SECURITY SOLUTIONS OF NASHUA, NH. FUNDING WILL BE AVAILABLE THROUGH DEPARTMENT 177 PARKS AND RECREATION; FUND: TRUST; ACTIVITY: DAVID DEANE SKATEBOARD PARK; AND DEPARMENT 161 STREETS; FUND: CAPITAL; ACTIVITY: BUILDING SECURITY, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

I believe this is Mr. Caggiano?

Nick Caggiano, Parks & Rec Superintendent

Thank you, Mr. Mayor. This purchase is for wireless security cameras for the Skateboard Park. The park, when it was originally installed, these were part of the project but we had to make some funding decisions. Because it is based or being funded out of the Cell Tower Account, we had to wait a few years until that account built back up. There is now sufficient funds in there to purchase this equipment. It is very important. And along with it we are purchasing, through a separate funding, Street Department, a new system for the Street Department and three additional cameras to take care of any security issues over there.

We get a little bonus, the cameras at the Skateboard Park will be able to pick up the parking lot that was created and that one entrance into Mine Falls where people go to the Gatehouse, that will help as well. We have 30 days' worth of retainage on a DVR so we will be able to look back if there was an incident at the park, we would be able to look back. We would also have live feeds so the appropriate people who have authorization could actually use their cell phone and see what is going on at the park at any given time.

Mayor Donchess

And this is being funded out of the Cell Phone Tower Revenue as opposed to Tax Revenue.

Mr. Caggiano

That's correct, it is out of the Skateboard Trust.

Mayor Donchess

Alderwoman Klee?

Alderman Klee

Thank you, Mr. Mayor. Mr. Caggiano, have there been any incidents since the park was built and that we've been waiting for this fund to build up that these cameras might have helped us with.

Mr. Caggiano

Yes, the first year there were very few incidents, it was so new. The second year just like anything else, things started happening. It's mostly been graffiti, the park getting tagged things such as that.

Alderman Klee

And you said that it would be, it would also show the entrance, the parking lot and the entrance going in by the Skate Park. You mentioned about the Scale House, is it going to go, will it be able to see that far over or just the entrance there?

Mr. Caggiano

Just the entrance by the sign.

Alderman Klee

So we can actually see who is going in and out of the park. Thank you very much I appreciate that.

Mr. Caggiano

You're welcome, Mayor?

Mayor Donchess

Alderwoman Lu?

Alderwoman Lu

Thank you, this seems like a needless expense I am not quite familiar with how we put our buckets of money. I understand it doesn't come out of the General Fund or the taxes. I know that I have a playground in my Ward that has been asking for a video camera for a long time. The people that live around Fields Grove have been very concerned about the activity there. I am just disappointed to see that we have, we do have funding for that, because I thought we had no funding for this type of thing. But I just think that it is money that could be saved, we don't know what the future is going to bring, that's my feeling. Thank you.

Mayor Donchess

This does come from a dedicated source of revenue; the Cell Tower is dedicated to the Skateboard Park and has been for some years. The camera at Fields Grove sounds like a good idea especially if we've got incidents going on down there. I wasn't aware of the wishes of the residents concerning that. So maybe that is something we should look at in the future. Fields Grove being a very nice place to gather and we certainly don't want any damage down there.

Alderwoman Lu

Thank you.

Mayor Donchess

Anyone else on this subject? Yes, Brandon, excuse me, Alderman Laws.

Alderman Laws

You can call me Brandon, that's alright. First off, Alderman Lu, I will co-sponsor that Legislature with you if you want to put cameras at Fields Grove I think that's a good idea. So I was reading over this and what you just said, Mr. Caggiano, about dedicated people who are capable of watching the video from their cell phones. Does that include law enforcement?

Mr. Caggiano

Nick Caggiano, Park & Rec Superintendent. No, currently we have systems like this at Greeley Park and at the Holocaust Park. It is just DPW personnel. If an incident happened, then we would get a request for the PD and they would come in and review the tapes. But they are not monitoring it real-time.

Alderman Laws

Thank you. So I have, like everyone else in the world now, I have one of those Ring Video Doorbells and every morning at 10:30 my Amazon let's me know that the mail has arrived. Do you have something set up with this video system where like say it's like 2:00 in the morning and there's some kind of activity. Does it alert you or do you just retroactively go back and something has happened and look at the tape?

Mr. Caggiano

Correct, so it would be similar to the system at Greeley Park. It would have a time on it and any activity that occurred after a certain time, which is usually 10:00 p.m., in the morning you would get an e-mail from the system saying "hey, the camera picked something up at 1:20 in the morning" and you could reference that and just kind of see what is going on.

Alderman Laws

Thank you. Just for future consideration, it might be a worthwhile venture to have some kind of system set up, because I mean you know, a lot of nefarious activity has happened late at night and it might be good to be proactive about it and while it is happening, be able to send law enforcement there. But that's just my opinion, other than that, I think it's great and I support you 100%. Thank you very much for answering my questions.

Mayor Donchess

Anyone else? Alderwoman Lu?

Alderwoman Lu

Just a question I thought of, do we have this type of camera at any other park in Nashua?

Mr. Caggiano

We have a similar camera at the Holocaust Park off of Main Street and have cameras at Greeley Park that monitor the outside of our office. There's also other DPW facilities I believe, Jon's current system at the Street Department which is semi-working but needs to be upgraded and I believe that there is a full system very similar to this at the Solid Waste Department.

Alderwoman Lu

Thank you, may I follow up.

Mayor Donchess

Yes.

Alderwoman Lu

Why do we feel the need to spend \$150,000.00 on this? It seems to me that that park is a concrete, pretty indestructible place? I mean it might be painted but it doesn't seem like there can be much damage that will cause it lose its function.

Mr. Caggiano

The activity that happens there is quite costly if that park gets tagged, you're talking about pressure washing, possibly resurfacing the concrete. We really need to know who did that so the authorities can follow up on it. It's also, I think, the benefit of having it at Mine Fall's Park the entrance there is huge.

That entrance gets used so much by members of the Y, all kinds of residents. And then Jon’s facility at the Street Department, you’re talking millions of dollars of equipment that are stored there that, we’d be foolish not to have a system to look at that. It’s not \$100 – I believe it was \$66 and change.

Mayor Donchess

It’s at \$56,000.00.

Mr. Caggiano

That’s \$56,000.00 for the total; \$46,000.00 is for the Skateboard Park and the Street Department was \$10,250.00 somewhere around there.

Alderwoman Lu

Thank you, that makes sense, I misspoke and I tried to correct myself. Thank you.

Mayor Donchess

Alderwoman Klee?

Alderman Klee

Thank you, Mr. Mayor. Relative to the cost of tagging I know last year there were a lot of tagging incidents that our Police Department had to chase down and find out who the artists were to these events. If it weren’t for security cameras that businesses had and so on, it was extremely costly for all these businesses to have to clean this up. So I would rather the City not to have to incur those costs on that so I think cameras, and I do agree with Alderman Lu it would be nice to see some of these cameras in some of the parks especially any ones that have had some kind of activity late at night and so on. My only concern about putting parks in residential areas is that there are some residents that don’t want cameras that could possibly look into their backyard so we have to keep that in mind when we put parks in any places that has residential area.

Mayor Donchess

Anyone else? Could you please call the roll, Madam Clerk?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O’Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

From: Kelly Parkinson, Purchasing Manager
Re: Playground Equipment for Lincoln Park

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE THE PURCHASE AND INSTALLATION OF A PLAYGROUND FOR LINCOLN PARK IN THE AMOUNT OF \$97,421 FROM ULTIPLAY PLAYGROUNDS, INC. OF UXBRIDGE, MA. FUNDING WILL BE THROUGH DEPARTMENT 177 PARKS AND RECREATION; FUND: CAPITAL; ACTIVITY: LINCOLN PARK IMPROVEMENTS, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

Mr. Caggiano?

Mr. Caggiano

Nick Caggiano, Park & Rec Superintendent. Currently we are in the middle of rehabilitating this park. The original park was put in over the cap land fill in 2003. Over the years, there has been some settlement with the trash degrading a little bit and it has caused the walks and parking lot and some of the field surfaces to heave and sink a little bit. The playground was removed last year, all the footings came out of the ground and I deemed it unsafe. So we had to pull it out. Through this Capital Funding we've got for Lincoln Park we are working on the top half of Lincoln right now. We are going to finish it up this fall and then the kids are going to be able to play baseball in the spring and then next July they are going to work on the lower half. So this playground will replace the existing playground.

It is going to be unique because it is going to have a rubber pad surface, similar to the one at Legacy Playground over by Fairgrounds Middle School. This surface is going to allow water to shed off it and not get underneath it and it is going to prevent that heaving along with the drainage improvements that the Street Department is currently making right now.

Mayor Donchess

Discussion? Could the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

From: Kelly Parkinson, Purchasing Manager
Re: Surplus Equipment Donation to the Picker Artists of Nashua

Mayor Donchess

The next Communication is from Kelly Parkinson, Purchasing Manager, but this may be a transfer that is not happening, but let me turn to Ms. Kleiner on this.

Kim Kleiner, Director of Administrative Services

Yes, good evening Mayor, Members of the Committee. There was an arrangement made to transfer and donate the chairlift at the old public health department on Mulberry Street to the Artists. Unfortunately when the Artists further investigated the chairlift, they did view that it will not meet their needs. The chairlift is fairly old, there's some concerns about receiving parts for it and it is a very difficult chairlift to fit on a space if the stairwell is different than the current Public Health stairwell. So the transfer was not made to them, they are not interested in the chairlift any further and the chairlift will be removed and disposed of.

Mayor Donchess

So you don't need any action on this?

Director Kleiner

No sir, we do not.

Mayor Donchess

Alright, we will go on to the final communication from Kelly Parkinson, Purchasing Manager.

From: Kelly Parkinson, Purchasing Manager
Re: Software Maintenance

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT TO ACCEPT, PLACE ON FILE, AND APPROVE THE ANNUAL RECURRING SOFTWARE LICENSING AND MAINTENANCE FEES FOR TYLER MUNIS SOFTWARE IN THE AMOUNT OF \$84,133.93 FROM TYLER TECHNOLOGIES, BY ROLL CALL.

ON THE QUESTION

Mayor Donchess

Ms. Kleiner?

Director Kleiner

Good evening, so these are typical yearly maintenance charges that we do have that come forward each year for the MUNIS tax software. We did feel that because of the amount and because we realized that there may be some members of the Finance Committee that had not seen these in the initial contract, that we would bring it forward for approval.

Mayor Donchess

Discussion? Could the Clerk please call the roll?

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

NEW BUSINESS – RESOLUTIONS - None

NEW BUSINESS – ORDINANCES - None

RECORD OF EXPENDITURES

MOTION BY ALDERMAN HARRIOTT-GATHRIGHT THAT THE FINANCE COMMITTEE HAS COMPLIED WITH THE CITY CHARTER AND ORDINANCES PERTAINING TO THE RECORD OF EXPENDITURES FOR THE PERIOD FROM AUGUST 14, 2020 TO AUGUST 27, 2020, BY ROLL CALL

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

GENERAL DISCUSSION - None

PUBLIC COMMENT - None

REMARKS BY THE ALDERMEN - None

NON-PUBLIC SESSION - None

ADJOURNMENT

MOTION BY ALDERMAN KLEE TO ADJOURN BY ROLL CALL

A viva voce roll call was taken which resulted as follows:

Yea: Alderman Klee, Alderwoman Lu, Alderman Harriott-Gathright,
Alderman Laws, Alderman O'Brien, Mayor Donchess 6

Nay: 0

MOTION CARRIED

The Finance Committee meeting was adjourned at 7:44 p.m.

Alderman Linda Harriott-Gathright
Committee Clerk



August 4, 2020

Jonathan Ibarra
Superintendent of Streets
City of Nashua-Division of Public Works
9 Stadium Drive
Nashua, NH 03062

via:ibarraJ@nashuanh.gov

Re: AST Painting Proposal

Dear Jon,

Thank you for the opportunity to provide a proposal for the painting of the two Aboveground Storage Tanks, located at 9 Stadium Drive.

Stephens Marquis Associates will perform the work for a total cost of \$22,299. A break down of the work to be completed is below.

Power Wash	\$1,113
Scrape and Prep	\$1,500
Paint	\$18,731
Decals	\$955
Total	\$22,299

If you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dennis H. Stephens', written over a light blue circular stamp.

Dennis H. Stephens

President

**City of Nashua Central Purchasing Department
ADMINISTRATIVE SERVICES DIVISION**

Request to Include on Finance Committee Agenda

Request to Solicit Bid or Proposal

Date of Request: August 24, 2020

Proposed Finance Meeting Date: September 2, 2020

Project or Item Title: Design Build Fuel Island Project - Change Order #1

Amount: \$22,299

Lawson RQ# _____
Or Lawson
PO# if
Change 156362
Order _____

Funding Description: Fuel Depot Rehabilitation.

Accounting (Finance Committee):	<u>61.1001</u>	<u>81100</u>	<u>2075.61.19.30</u>	<u>54210</u>
	Acctg Unit	Acct	Sub Acct	Activity
			Activity	Acct Category

Requesting Department:

- | | |
|---|--|
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Police Department |
| <input type="checkbox"/> Engineering | <input type="checkbox"/> Fire Rescue |
| <input checked="" type="checkbox"/> Streets | <input type="checkbox"/> Community Development |
| <input type="checkbox"/> Traffic | <input type="checkbox"/> Public Health |
| <input type="checkbox"/> Park Recreation | <input type="checkbox"/> Financial Services |
| <input type="checkbox"/> Wastewater | <input type="checkbox"/> Administrative Services |
| <input type="checkbox"/> Solid Waste | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Library | |

- | | | |
|---|---|-----------------------------|
| Has Legal reviewed this request? If no, please explain in Other comments: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Has Risk reviewed this item? If no, please explain in Other comments: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are CDBG Funds being used for this item? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is this a time sensitive project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| For Solicit Bid – is a list of bidders attached? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Has this item been budgeted in the CERF fund? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Other comments: Standard City Change Order Template will be executed

Attach supporting documents (bid document, bid tabulation, contract, etc.)

Approval Signatures:
 Requester:  Division Director: 
 CFO (or designee): _____ Date: _____
 Director – Admin Services: _____ Date: _____

Note: This form will be returned unless fully completed.

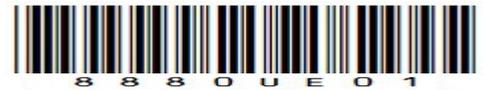
City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020
From: Jon Ibarra, Superintendent
Street Department
Re: Change Order #2 to the design build fuel island project at the Street Department

A. Motion: To approve Change Order #2 to the contract with Stephens-Marquis Associates, Inc. of Merrimack, NH in the amount of \$22,299 for the painting of the two fuel storage tanks located at the Street Department. Funding will be through Department: 161 Street; Funds: General and Escrow; Activity: Fuel Depot Rehabilitation.

Attachment: Quote

Discussion: During the inspection process of the two fuel storage tanks it was determined that they needed to be painted. Stephens-Marquis is currently working under contract to complete the fuel island project and is able to paint the tanks while they are performing the fuel island and tank upgrade work.



COMMERCIAL SALES AGREEMENT

TOWN NO. 0069-MANCHESTER, NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-5FC74AN

DATE: 8/25/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Christopher Lowe
35 Progress Avenue,
Nashua, NH 03062
Tele. No.

City of Nashua, Streets Department
d/b/a: ("Customer")
Customer Billing Information
9 Stadium Dr,
Nashua, NH 03062
Attn:
Tele. No.

Customer Premises Served
9 Stadium Dr,
Nashua, NH 03062
Attn: Nick Miseivitch
Tele. No. (603) 589-3305

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

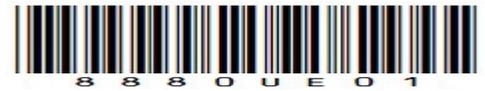
- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FC74AN

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: Christopher D. Lowe
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Christopher Lowe
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FC74AN

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Maintenance Service Plan; Preventive Maintenance/Inspection:	No Service Selected
Additional Services:	No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
4	ILLUSTR FLEX 8MP MINI-DOME, 3.4-9MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/IR, T	
4	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	
4	illustra 600/610 Dome pendant cap Indoor white	
1	M7016 Video Encoder, 16 Channel, Power Supply, Simultaneous H.264, Motion JPEG Streams, HQ Video	
8	EXACQ Vision Camera License	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$10,270.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$10,270.00
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$0.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Nick Miseivitch, 60-598-8304, Miseivitchn@nashuanh.gov

System Operation: Currently the Streets Department has a 6 analog camera system. The customer is looking to replace 1 of the analog cameras with and IP camera and add an additional 3 IP cameras to the system. Customer is providing an Exacqvision server and is looking for us to integrate the existing analog and new IP cameras. The customer will provide PoE network ports for the IP cameras in both buildings. The Streets Department consists of 2 buildings, the larger brick building and the smaller metal building. We will be mounting cameras on both. We will be installing the following: 4 Illustra flex 8mp minidome outdoor cameras (On the larger building, replace the pelco box camera located on the NE corner of the garage and mount new camera on the SW corner of the garage facing the sand barn and metal building. On the smaller metal building mount one camera facing the West side garage bay on large building and mount a second camera facing the north side parking area ("materials" storage). 4 Gooseneck and pendant mounts for each IP camera. 1 16 port Axis video Encoder (in server room located in larger building's office area). 8 IP camera licenses. back boxes and other mounting hardware as needed. Conduit as needed. Cameras mounted on the metal building will be wired to customer existing PoE network infrastructure in that building. On the brick building, the "sand barn" camera will be cabled straight back to small office in the garage that will have a PoE switch, the Pelco box camera replacement camera will be wired back to the server room PoE switch. A scissor lift has been included for these wire runs. Contingency: An installation of this type can uncover unforeseen problems that may require additional materials and

labor costs. In this event, a change order will be prepared to add these additional costs to the original job and will require customer's signature.

Programming Info: 30 day archive, motion activated recording, 15 FPS, highest compression available.

Site Conditions: The Streets Department for Nashua occupies 2 buildings. The larger has a brick facade and the smaller is a metal building.

Existing Equipment: Customer will provide Exacq VMS server with monitor, PoE switch ports, and 5 analog cameras. The MAC address for the server is:

Customer Expectations: None

Training Expectations: None

General Comments: None

Customer Responsibilities / Johnson Controls Exclusions: 1. Provide access to all facilities M-F, 8am-5pm; 2. IT and facility staff available for network and facility integration; 3. Power outlet for encoder; 4. PoE network ports for all 4 IP cameras; 5. Exacq VMS server

Documentation Needs: None

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V.Customer and Johnson Controls agree as follows:
A. Services.
A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.
A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.2 Advanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.
A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.
A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.
A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27 Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/served under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.
8. New York City Fire System. Intentionally left blank. – covered system is not installed in NYC
D. Electronic Media: Personal Information: Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents,

subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible

for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FC74AN

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/25/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Christopher Lowe
35 Progress Avenue,
Nashua, NH 03062
Tele. No.

City of Nashua, Streets Department
d/b/a:
("Customer")
Customer Billing Information
9 Stadium Dr,
Nashua, NH 03062
Attn:
Tele. No.

Customer Premises Served
9 Stadium Dr,
Nashua, NH 03062
Attn: Nick Miseirvitch
Tele. No. (603) 589-3305

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Christopher D. Lowe
(Signature of Johnson Controls Sales Representative)

Sales Agent: Christopher Lowe
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



**Proposal for
City of Nashua, Streets Department
9 Stadium Dr
Nashua, NH 03062**

Streets Department Video Upgrade

06/22/2020

This Johnson Controls Security Solutions LLC Proposal (the "Proposal") contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. Johnson Controls' provision of the equipment, systems, and/or services described in this Proposal is expressly conditioned upon Company's acceptance of the terms and conditions of the standard Johnson Controls Security Solutions "AGREEMENT" COMMERCIAL TERMS AND CONDITIONS. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of sixty (60) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

Inquiries regarding this proposal may be directed to:

Christopher Lowe
Johnson Controls Security Solutions
Phone #:
Cell Phone #: 603-547-5288
Email: christopher.darrow.lowe@jci.com



DATE 06/22/2020

DEAR Nick Miseirvitch:

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide City of Nashua, Streets Department with our proposal for Nashua Streets Dept CCTV Adds.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

I offer you my personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

Christopher Lowe
Commercial Business Solutions

License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LUV004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291.

See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



City of Nashua, Streets Department
9 Stadium Dr
Nashua, NH 03062
Estimate Name: Nashua Streets Dept CCTV Adds

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: \$ 10,270.00
Total Monthly Payment Including Preferred Services: \$ 0.00/month.

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION**

Page 3 of 7

SCOPE OF WORK FOR City of Nashua, Streets Department

This proposal presented by Johnson Controls is being provided at the request of City of Nashua, Streets Department to successfully meet the specifications of the Nashua Streets Dept CCTV Adds Project at the 9 Stadium Dr, , Nashua, NH 03062 location.

We propose to install and maintain a Video system which will consist of the following:

- Contact Information: Nick Miseirvitch, 60-598-8304, Miseirvitchn@nashuanh.gov
- System Operation: Currently the Streets Department has a 6 analog camera system. The customer is looking to replace 1 of the analog cameras with and IP camera and add an additional 3 IP cameras to the system. Customer is providing an Exacqvision server and is looking for us to integrate the existing analog and new IP cameras. The customer will provide PoE network ports for the IP cameras in both buildings. The Streets Department consists of 2 buildings, the larger brick building and the smaller metal building. We will be mounting cameras on both.

We will be installing the following:
4 Illustra flex 8mp minidome outdoor cameras (On the larger building, replace the pelco box camera located on the NE corner of the garage and mount new camera on the SW corner of the garage facing the sand barn and metal building. On the smaller metal building mount one camera facing the West side garage bay on large building and mount a second camera facing the north side parking an "materials" storage),
4 Gooseneck and pendant mounts for each IP camera
1 16 port Axis video Encoder (in server room located in larger building's office area)
8 IP camera licenses
back boxes and other mounting hardware as needed

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION

Page 4 of 7

Conduit as needed

Cameras mounted on the metal building will be wired to customer existing PoE network infrastructure in that building. On the brick building, the "sand barn" camera will be cabled straight back to small office in the garage that will have a PoE switch, the Pelco box camera replacement camera will be wired back to the server room PoE switch. A scissor lift has been included for these wire runs.

- Programming Info: 30 day archive, motion activated recording, 15 FPS, highest compression available.
- Site Conditions: The Streets Department for Nashua occupies 2 buildings. The larger has a brick facade and the smaller is a metal building.
- Existing Equipment: Customer will provide Exacq VMS server with monitor, PoE switch ports, and 5 analog cameras. The MAC address for the server is:
- Customer Expectations: None
- Training Expectations: None
- General Comments: None
- Customer Responsibilities / Tyco Exclusions:
 1. Provide access to all facilities M-F, 8am-5pm
 2. IT and facility staff available for network and facility integration
 3. Power outlet for encoder
 4. PoE network ports for all 4 IP cameras
 5. Exacq VMS server
- Documentation Needs: None



BILL OF MATERIALS FOR City of Nashua, Streets Department

Nashua Streets Dept CCTV Adds System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
4	IFS08D2OCWIT	ILLUSTRATE FLEX 8MP MINI-DOME, 3.4-9MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/IR, T	
4	ADLOMARM	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	
4	ADCI6DPCAPIW	illustrate 600/610 Dome pendant cap Indoor white	
1	0541-004	M7016 Video Encoder, 16 Channel, Power Supply, Simultaneous H.264, Motion JPEG Streams, HQ Video	
8	EVIP-01	EXACQ Vision Camera License	

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

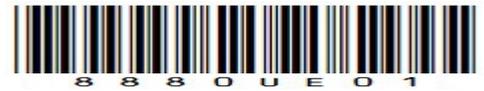


City of Nashua, Streets Department
9 Stadium Dr
Nashua, NH 03062
Estimate Name: Nashua Streets Dept CCTV Adds

NOTES

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION

Page 7 of 7



COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FK4E8P

DATE: 7/22/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Christopher Lowe
35 Progress Avenue,
Nashua, NH 03062
Tele. No.

David W Deane Skateboard Park
d/b/a: David W Deane Skateboard Park
("Customer")
Customer Billing Information
229 Main St,
Nashua, NH 03060
Attn: Nick Miseirvitch
Tele. No.

Customer Premises Served
Stadium Drive,
Nashua, NH 03062
Attn: Nick Miseirvitch
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FK4E8P

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: Christopher D. Lowe
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Christopher Lowe
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FK4E8P

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Maintenance Service Plan; Preventive Maintenance/Inspection:	No Service Selected
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	NVR, IP 2U 10TB 3 YR WARR WITH 4 IP CAMERAS WIND10 120 SSD. HDMI, DVI-I	
1	CSA OPTION - A SERIES - I7 CPU 8GB RAM (TOTAL 16GB). NOT FIELD UPGRADEABL	
1	26" RACKMOUNT SLIDING RAIL KIT FOR EXACQVISION Z-SERCHASSIS & EL-1U	
5	EXACQ Vision Camera License	
9	ILLUSTRA FLEX 8MP MINI-DOME, 3.4-9MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/IR, T	
7	Discover Pole Mount Adapter for ADCDMWALL - White	
9	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	
7	illustra 600/610M pendant cap	
2	illustra 600/610 Dome pendant cap Indoor white	
1	Wireless Bridge/access point	
5	Wireless switch	
5	6 port hardened PoE switch	
5	Industrial Power Supply	
5	NEMA 5-15 power cord	
1	16 port PoE switch	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$45,733.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$45,733.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$0.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Nick Miseirvitch, 603-589-3305, Miseirvitchn@nashuanh.gov

System Operation: Customer wants to add video cameras to cover the skate park facility, entrance to Mines Falls Park and parking areas between the skate park and "traffic" building (yellow metal building). The Traffic Building will house the recording equipment for this installation. The customer need is to view archive footage of these areas whenever an incident occurs. Customer also requires remote access to the NVR. Wire runs for the pole mounted equipment will be run inside the pole and JCI will seal all pole penetrations make by JCI. Pole mounted cameras will transmit wirelessly. We will be installing the following: 1 Exacqvision IP04-10T-f2A professional server w/4 IP camera licenses keyboard and mouse, dual GB NICs software preloaded (traffic building); 1 12 GB additional RAM, 256GB SD NVR upgrade; 1 Rack mount rail kit for NVR; 5 Additional IP camera licenses; 9 Illustra Flex 8MB mini-dome cameras (2 traffic building viewing parking lots, 2 pole#1 viewing deep hole in park and entry to Mines Falls, 1 pole #2, 2 pole #3 viewing park entry and general view of park, 1 Pole#4 park view, 1 pole#5 view deep hole); 7 Pole mounts for all pole mounted cameras; 9 Goose neck wall mounts for all cameras; 9 Pendant cabs for all cameras; 1 Etherwan EW75000-08 Hardened managed IP67 wireless bridge/access point with omnidirectional antenna PoE powered; 5 Etherwan EW75000-13 hardened managed IP16 wireless bridges (pole mounted cameras); 5 Etherwan EX42395BT hardened 6 port PoE+ ethernet switches (pole mounted in customer provided weatherproof enclosure w/power); 5 Etherwan NDR-240-48 industrial power supply for above switches; 5 6' power cords for above power supplies; 1 Etherwan EX17162 16 port PoE switch for NVR and 2 traffic building mounted cameras; Cat5e cable for traffic building mounted cameras; Outdoor direct burial Cat5e for pole mounted cameras; Liquid Tight Conduit for pole mounted equipment; 5 weatherproof enclosures 6x6x4 (inches) mounting at top of pole used as a junction box.

Programming Info: 30 day archive, 15 FPS, Motion activated recording, highest possible compression.

Site Conditions: Traffic building is existing metal building, skate park is new with 6 light poles. See diagram in installer's packet for pole designations and positions.

Existing Equipment: None

Customer Expectations: None

Training Expectations: Johnson Controls installer will provide enduser training on Exacqvision software and remote app.

General Comments: None

Customer Responsibilities / Johnson Controls Exclusions: 1 provide access to all necessary parts of the facilities M-F, 8am -5pm; 2. Provide single duplex outlet for pole mounted cameras with continuous power along with a weatherproof NEMA enclosure (12"Hx12"Wx6"D) mounted between 10 to 12 feet from the ground. (Poles 1,2,3,4 and 5; see diagram); 3. Provide power outlets in "traffic" building for server, monitor, PoE switch; 4. customer is providing monitor for server; 5. customer to provide IT and Facility staff to aide the installation; 6 customer needs to be present when aiming cameras to approve FoV; 7 Customer needs to be present for training; 8. Customer will coordinate pole installer and electrician to be on-site to aide this installation; 9. Customer will provide static IP address for remote access capability; Contingency: Installations of this nature may uncover unforeseen complications that may require additional material and labor hours. In these cases a change order will be required to add these additional charges to the job.

Documentation Needs: None

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V.Customer and Johnson Controls agree as follows:
A. Services.
A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.
A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.2 Advanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.3.3 Precision Maintenance Service Plan. Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service (“T/I”). Intentionally left blank - Services have not been purchased.
A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.
A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.
A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casually, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls’ and/or Johnson Controls Supplier’s aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer’s use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.
A.15. Lynx Network Duress and Emergency Notification System (“Lynx System”). Intentionally left blank – Lynx System/Services have not been purchased.
A.16. RFID Tracking System (“System”). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service (“Service”). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program (“Service”). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27 Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/served under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.
8. New York City Fire System. Intentionally left blank. – covered system is not installed in NYC
D. Electronic Media: Personal Information: Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents,

subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible

for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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COMMERCIAL SALES AGREEMENT

TOWN NO.
0069-MANCHESTER,
NH

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5FK4E8P

ADDITIONAL TERMS AND CONDITIONS

DATE: 7/22/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Christopher Lowe
35 Progress Avenue,
Nashua, NH 03062
Tele. No.

David W Deane Skateboard Park
d/b/a: David W Deane Skateboard Park
("Customer")

Customer Billing Information

229 Main St,
Nashua, NH 03060
Attn: Nick Miseirvitch
Tele. No.

Customer Premises Served

Stadium Drive,
Nashua, NH 03062
Attn: Nick Miseirvitch
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Christopher D. Lowe
(Signature of Johnson Controls Sales Representative)

Sales Agent: Christopher Lowe
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



**Proposal for
David W Deane Skateboard Park
Stadium Drive
Nashua, NH 03062**

Video System

07/14/2020

This Johnson Controls Security Solutions LLC Proposal (the "Proposal") contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. Johnson Controls' provision of the equipment, systems, and/or services described in this Proposal is expressly conditioned upon Company's acceptance of the terms and conditions of the standard Johnson Controls Security Solutions "AGREEMENT" COMMERCIAL TERMS AND CONDITIONS. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of sixty (60) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

Inquiries regarding this proposal may be directed to:

Christopher Lowe
Johnson Controls Security Solutions
Phone #:
Cell Phone #: 603-547-5288
Email: christopher.darrow.lowe@jci.com



DATE 07/14/2020

DEAR Nick Miseirvitch:

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide David W Deane Skateboard Park with our proposal for Skate Park New CCTV.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

I offer you my personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

Christopher Lowe
Commercial Business Solutions

License Information: **AL** 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 **AK** 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 **AR** 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 **AZ** ROC281489, 18267-0 **CA** 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 **CT** 0106099-L5 **DC** ECS1327 **FL** EF20000890, EF20000341, EF0000478 **GA** LVA002833, LVA205386, LVU004635 **HI** CT-32427 **ID** PWC-C-12256-A-4, RCE-33602, EC012834 **IL** 127001526, 128000247, 128000246, 128000243 **LA** 24889, F523, F489 **MA** 401-C, **MI** 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; **MN** TS651063 **MS** 15024088, 19530-**SC** **NC** 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 **NJ** 34BF00050200, P00451, 607013 **NM** 375283 **NV** 0077542, F470, F469, **NY** 12000327404, Licensed by NYS Dept. of State **OH** E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 **OK** AC-67 **OR** CLE-322, 197010, AC-67 **PA** Pennsylvania Home Improvement Contractor Registration Number; PA010083 **RI** 18004, AF-09170 **TN** ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 **TX** B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 **UT** 8390557-6501 **VA** 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 **WA** JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 **WV** 050291.

See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. **California Customers Only:** Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



David W Deane Skateboard Park
Stadium Drive
Nashua, NH 03062
Estimate Name: Skate Park New CCTV

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: \$ 45,733.00
Total Monthly Payment Including Preferred Services: \$ 0.00/month.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION

Page 3 of 8

SCOPE OF WORK FOR David W Deane Skateboard Park

This proposal presented by Johnson Controls is being provided at the request of David W Deane Skateboard Park to successfully meet the specifications of the Skate Park New CCTV Project at the Stadium Drive, , Nashua, NH 03062 location.

We propose to install and maintain a Video system which will consist of the following:

- **Contact Information:** Nick Miseirvitch, 603-589-3305, Miseirvitchn@nashuanh.gov
- **System Operation:** Customer wants to add video cameras to cover the skate park facility, entrance to Mines Falls Park and parking areas between the skate park and "traffic" building (yellow metal building). The Traffic Building will house the recording equipment for this installation. The customer need is to view archive footage of these areas whenever an incident occurs. Customer also requires remote access to the NVR. Wire runs for the pole mounted equipment will be run inside the pole and JCI will seal all pole penetrations make by JCI. Pole mounted cameras will transmit wirelessly.

We will be installing the following:
1 Exacqvision IP04-10T-f2A professional server w/4 IP camera licenses keyboard and mouse, dual GB NICs software preloaded (traffic building)
1 12 GB additional RAM, 256GB SD NVR upgrade
1 Rack mount rail kit for NVR
5 Additional IP camera licenses
9 Illustra Flex 8MB mini-dome cameras (2 traffic building viewing parking lots, 2 pole#1 viewing deep hole in park and entry to Mines Falls, 1 pole #2, 2 pole #3 viewing park entry and general view of park, 1 Pole#4 park view, 1 pole#5 view deep hole)
7 Pole mounts for all pole mounted cameras

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

Page 4 of 8

9 Goose neck wall mounts for all cameras
 9 Pendant cabs for all cameras
 1 Etherwan EW75000-08 Hardened managed IP67 wireless bridge/access point with omnidirectional antenna PoE powered
 5 Etherwan EW75000-13 hardened managed IP16 wireless bridges (pole mounted cameras)
 5 Etherwan EX42395BT hardened 6 port PoE+ ethernet switches (pole mounted in customer provided weatherproof enclosure w/power)
 5 Etherwan NDR-240-48 industrial power supply for above switches
 5 6' power cords for above power supplies
 1 Etherwan EX17162 16 port PoE switch for NVR and 2 traffic building mounted cameras
 Cat5e cable for traffic building mounted cameras
 Outdoor direct burial Cat5e for pole mounted cameras
 Liquid Tight Conduit for pole mounted equipment
 5 weatherproof enclosures 6x6x4 (inches) mounting at top of pole used as a junction box.

- Programming Info: 30 day archive, 15 FPS, Motion activated recording, highest possible compression.
- Site Conditions: Traffic building is existing metal building, skate park is new with 6 light poles. See diagram in installer's packet for pole designations and positions.
- Existing Equipment: None
- Customer Expectations: None
- Training Expectations: Johnson Controls installer will provide enduser training on Exacqvision software and remote app.
- General Comments: None
- Customer Responsibilities / Tyco Exclusions: 1 provide access to all necessary parts of the facilities M-F, 8am -5pm

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

2. Provide single duplex outlet for pole mounted cameras with continuous power along with a weatherproof NEMA enclosure (12"Hx12"Wx6"D) mounted between 10 to 12 feet from the ground. (Poles 1,2,3,4 and 5; see diagram)
3. Provide power outlets in "traffic" building for server, monitor, PoE switch.
4. customer is providing monitor for server.
5. customer to provide IT and Facility staff to aide the installation
- 6 customer needs to be present when aiming cameras to approve FoV
- 7 Customer needs to be present for training.
8. Customer will coordinate pole installer and electrician to be on-site to aide this installation.
9. Customer will provide static IP address for remote access capability.

Contingency: Installations of this nature may uncover unforeseen complications that may require additional material and labor hours. In these cases a change order will be required to add these additional charges to the job.

None

- Documentation Needs:

BILL OF MATERIALS FOR David W Deane Skateboard Park

Skate Park New CCTV System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1	IP04-10T-F2A	NVR, IP 2U 10TB 3 YR WARR WITH 4 IP CAMERAS WIND10 120 SSD. HDMI, DVI-I	
1	5000-40361	CSA OPTION - A SERIES - I7 CPU 8GB RAM (TOTAL 16GB). NOT FIELD UPGRADEABL	
1	5000-20070	26" RACKMOUNT SLIDING RAIL KIT FOR EXACQVISION Z-SERCHASSIS & EL-1U	
5	EVIP-01	EXACQ Vision Camera License	
9	IFS08D20CWIT	ILLUSTRA FLEX 8MP MINI-DOME, 3.4-9MM, OUTDOOR, VANDAL, CLEAR, WHITE, TDN W/IR, T	
7	ADCDMPOLE	Discover Pole Mount Adapter for ADCDMWALL - White	
9	ADLOMARM	Mount, wall arm, for NV LookOut, no plate, use w/ ADLOMA	
7	ADC16MPCAPIW	illustra 600/610M pendant cap	
2	ADC16DPCAPIW	illustra 600/610 Dome pendant cap Indoor white	
1	NSI_EW75000-08/Other_A DI	Wireless Bridge/access point	
5	NSI_EW75000-13/Other_A DI	Wireless switch	
5	NSI_EX42395BT/Other_A DI	6 port hardened PoE switch	
5	NSI_NDR-240-72/Other_A DI	Industrial Power Supply	
5	NSI_PC-183-72/Other_ADI	NEMA 5-15 power cord	
1	NSI_EX17162/Other_ADI	16 port PoE switch	

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



David W Deane Skateboard Park
Stadium Drive
Nashua, NH 03062
Estimate Name: Skate Park New CCTV

NOTES

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION

Page 8 of 8



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

BETWEEN the OWNER: City of Nashua, New Hampshire
229 Main Street
Nashua, NH 03060-2019

And the CONTRACTOR: UltiPlay Parks & Playgrounds, Inc.
PO Box 374
Uxbridge, MA 01569
and its successors, transferees and assignees
(together “CONTRACTOR”)

For the following Project: **City of Nashua NH**
Purchase and Installation of Playground at Lincoln Park

ARTICLE 1 – THE CONTRACT DOCUMENTS

The **CONTRACTOR** shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. **EXHIBIT A - Bid and Technical Specifications** submitted **August 17, 2020**;
3. Certificate of Liability Insurance;
4. Written change orders for minor changes in the Work issued after execution of this Agreement; and
5. Fully Executed **OWNER** Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposals and the terms of this Agreement, a written change order and/or fully executed **OWNER** Purchase Order, the terms of this Agreement, the written change order or the fully executed **OWNER** Purchase Order shall control over the terms of the Proposals

ARTICLE 2 – WORK TO BE PERFORMED

Except as otherwise provided in this contract, **CONTRACTOR** shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

DESCRIPTION OF WORK:

Purchase and installation of a Playground at Lincoln Park located on Coliseum Avenue in Nashua, NH. Reference **EXHIBIT A** attached to this contract agreement.

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall perform and complete all work by **October 31, 2020**. Date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. **CONTRACTOR** shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

ARTICLE 4 – CONTRACT SUM

Subject to additions and deductions by Change Order, the **OWNER** shall pay **CONTRACTOR**, in accordance with the Contract Documents, the Contract Sum of:

NINETY -SEVEN THOUSAND FOUR HUNDRED TWENTY-ONE and 00/100 DOLLARS
(\$97,421.00)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

CONTRACTOR shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit; ***Coverage must include all owned, non-owned and hired vehicles**; and
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

The parties agree that **CONTRACTOR** shall have the status of and shall perform all work under this contract as an independent **CONTRACTOR**, maintaining control over all its consultants, sub consultants, or subcontractor's. The only contractual relationship created by this contract is between the **OWNER** and **CONTRACTOR**, and nothing in this contract shall create any contractual relationship between the **OWNER** and **CONTRACTOR**'s consultants, sub consultants, or subcontractor's. The parties also agree that **CONTRACTOR** is not an **OWNER** employee and that there shall be no:

1. Withholding of income taxes by the **OWNER**;
2. Industrial insurance coverage provided by the **OWNER**;
3. Participation in group insurance plans which may be available to employees of the **OWNER**;
4. Participation or contributions by either the independent **CONTRACTOR** or the **OWNER** to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the **OWNER**;
6. Unemployment compensation coverage provided by the **OWNER**.

CONTRACTOR will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the OWNER as an additional insured** and reflect on the certificate of insurance. **CONTRACTOR** is responsible for filing updated certificates of insurance with the **OWNER's** Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve **CONTRACTOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER** shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER**, shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

Regardless of any coverage provided by any insurance, **CONTRACTOR** agrees to indemnify and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **CONTRACTOR** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **CONTRACTOR's** indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the **CONTRACTOR** to fulfill the **CONTRACTOR**'s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **CONTRACTOR**. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the **OWNER** shall take precedence.
5. The **CONTRACTOR** shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 7 – OWNER

1. Except for permits and fees, which are the responsibility of the **CONTRACTOR** under the Contract Documents, the **OWNER** shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the **CONTRACTOR** fails to correct Work that is not in accordance with the Contract Documents, the **OWNER** may direct the **CONTRACTOR** in writing to stop the Work until the correction is made.
3. If the **CONTRACTOR** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the **CONTRACTOR**.
4. The **OWNER** reserves the right to perform construction or operations related to the project with the **OWNER**'s own forces, and to award separate contracts in connection with other portions of the project.
5. The **CONTRACTOR** shall coordinate and cooperate with separate **CONTRACTOR**'s employed by the **OWNER**.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR**'s best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
5. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
6. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
7. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
8. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
9. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
10. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
11. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
12. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.
13. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.

14. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. Upon completion of WORK, **CONTRACTOR** warrants and guarantees to **OWNER**, **for one (1) year**, and that all WORK was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR**'s warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 9 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The **OWNER**, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the **CONTRACTOR** signed by the **OWNER** to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders **may require approval** by the Board of Public Works and the **OWNER**'s Finance Committee vote prior to proceeding.
4. The **OWNER** will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the **OWNER** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the **OWNER** to the charges.

ARTICLE 10 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the **CONTRACTOR** is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the **CONTRACTOR**'s control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 11 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the **OWNER** to the **CONTRACTOR** for performance of the Work under the Contract Documents.

2. Once every **thirty (30) days**, the **CONTRACTOR** shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the **CONTRACTOR's** right to payment as the **OWNER** may reasonably require.
3. Application for Payment performed under this agreement shall be submitted as follows:
 - Electronically via email to VendorAPIInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

**City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

*Please **do not** submit invoices both electronically **and** paper copy.*

In addition, and to facilitate the proper and timely payment of applications, the **OWNER** requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

4. The **CONTRACTOR** warrants that title to all Work covered by an Application for Payment will pass to the **OWNER** no later than the time of payment. The **CONTRACTOR** further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the **OWNER** shall, to the best of the **CONTRACTOR's** knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the **OWNER's** interests.
5. **OWNER** shall make payments, for work satisfactorily completed and accurately invoiced, on the basis of **CONTRACTORs** Application for Payment, within **30** days of approval by the **OWNER**.
6. The **CONTRACTOR** shall promptly pay each subcontractor and supplier out of the amount paid to the **CONTRACTOR** on account of such entities' portion of the Work.
7. The **OWNER** shall have no responsibility for the payment of money to a subcontractor or supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the **OWNER** shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the **OWNER** can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the **CONTRACTOR** and **OWNER** shall establish responsibilities for completion and shall fix the time within which the **CONTRACTOR** shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

11. Upon receipt of a final Application for Payment, the **OWNER** will inspect the Work. When the Work is deemed acceptable and the Contract fully performed, the **OWNER** will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the **CONTRACTOR**, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 12 – PROTECTION OF PERSONS AND PROPERTY

1. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The **CONTRACTOR** shall promptly remedy damage and loss to property caused in whole or in part by the **CONTRACTOR**, or by anyone for whose acts the **CONTRACTOR** may be liable.

ARTICLE 13 – CORRECTION OF WORK

1. The **CONTRACTOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the requirements of the Contract Documents. The **CONTRACTOR** shall bear the cost of correcting such rejected work
2. In addition to the **CONTRACTOR's** other obligations including warranties under the Contract, the **CONTRACTOR** shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the **CONTRACTOR** fails to correct nonconforming Work within a reasonable time, the **OWNER** may correct it and the **CONTRACTOR** shall reimburse the **OWNER** for the cost of the correction.

ARTICLE 14 – PROHIBITED INTERESTS

CONTRACTOR shall not allow any officer or employee of the **OWNER** to have any indirect or direct interest in this contract or the proceeds of this contract. **CONTRACTOR** warrants that no officer or employee of the **OWNER** has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the **CONTRACTOR**. **CONTRACTOR** also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. **CONTRACTOR** further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of **CONTRACTOR** at any time, a full and complete disclosure of the interest shall be immediately made in writing to the **OWNER**. If **OWNER** determines that a conflict exists and was not disclosed to the **OWNER**, it may terminate the contract at will or for cause.

ARTICLE 15 – TERMINATION OF THE CONTRACT

TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL

The **OWNER**, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the **OWNER** chooses to terminate, abandon, or suspend all or part of the project, it shall provide **CONTRACTOR** 10 day's written notice of its intent to

do so. If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or that part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, **CONTRACTOR** shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the **OWNER** with a list of all unperformed services.
- c. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination, abandonment, or suspension at will, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

TERMINATION FOR CAUSE

This agreement may be terminated by the **OWNER** on 10 calendar day's written notice to **CONTRACTOR** in the event of a failure by **CONTRACTOR** to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner. **CONTRACTOR** shall be given an opportunity for consultation with the **OWNER** prior to the effective date of the termination. **CONTRACTOR** may terminate the contract on 10 calendar days written notice if, through no fault of **CONTRACTOR**, the **OWNER** fails to pay **CONTRACTOR** for 45 days after the date of approval by the **OWNER** of any Application for Payment.

Upon receipt of notice of termination for cause, **CONTRACTOR** shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the **OWNER** with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination for cause, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the **OWNER** by reasons of **CONTRACTOR's** failure. **CONTRACTOR** shall not be relieved of liability to the **OWNER** for damages sustained from the failure, and the **OWNER** may withhold any payment to the **CONTRACTOR** until such time as the exact amount of damages due to the **OWNER** is determined. All claims for payment by the **CONTRACTOR** must be submitted to the **OWNER** within 30 days of the effective date of the notice of termination.

If after termination for the failure of **CONTRACTOR** to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that **CONTRACTOR** had not so failed, the termination shall be deemed to have been a termination at will. In that event, the **OWNER** shall, if necessary, make an adjustment in the compensation paid to **CONTRACTOR** such that **CONTRACTOR** receives total compensation in the same amount as it would have received in the event of a termination-at-will.

GENERAL PROVISIONS FOR TERMINATION

Upon termination of the contract, the **OWNER** may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or in the event **CONTRACTOR** shall cease conducting business, the **OWNER** shall have the right to solicit applications for employment from any employee of the **CONTRACTOR** assigned to the performance of the contract. Neither party shall be considered in default of the performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of **CONTRACTOR's** principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within **CONTRACTOR's** control.

ARTICLE 16 – DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the **OWNER** Representative and the **CONTRACTOR** Representative. At all times, **CONTRACTOR** shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the **OWNER**. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

ARTICLE 17 – CHOICE OF LAW AND VENUE

This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere

ARTICLE 18 – MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the **CONTRACTOR** shall perform these tests.
4. The **OWNER** shall pay for tests except for testing Work found to be defective for which the **CONTRACTOR** shall pay.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

*UltiPlay Parks & Playgrounds, Inc.
(signature)*

*James W. Donchess, Mayor
(Printed Name and Title)*

(Printed Name and Title)

Date

Date

EXHIBIT A

	UltiPlay Parks & Playgrounds, Inc. PO Box 374 Uxbridge, MA 01569 Phone: (508) 634-1497 Fax: (508) 634-6949 Email: dmartin@ultiplayus.com	Quote #: 2020Nashua 2new
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Nick Caggiano Nashua Parks & Recreation Dept. 100 Concord St. Nashua NH 03064	Phone: 603 589 3370 Fax: n/a Email: caggianon@nashuanh.gov Mobile:	Date: 8/17/2020 Rep: Dyana Martin
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Qty	Item #	Name	Price	Total
1	DLG012	2020Sales Unit		\$14,527.00
1	ZZXX0193	Unity RockR		\$5,829.00
1	Swing-SP	8ft single post swing assembly w/2 belt seats		\$1,329.00
1	ZZXX1054	Denali 4M Net		\$15,585.00
1	ZZBD0013	Picnic Boulder		\$7,595.00
15% Discount on Non sale items				-\$4,550.00
Shipping				\$4,200.00
Ultiplay Install				\$13,500.00
PIP Safety Surfacing				\$39,406.00
Sub Total				\$97,421.00
Taxes 0.000%				\$.00
TOTAL				\$97,421.00

Comments: This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a tax-exempt certificate is submitted with order. Delivery can occur within approximately 3 to 5 weeks after our receipt of an acceptable order.	Office Use Only:
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Thank you for your business.



Lincoln Park

Sales Representative



Equipment Manufacturer





Lincoln Park

Sales Representative



Equipment Manufacturer





ULTIPLAY PARK &
PLAYGROUNDS, INC.
P.O. Box 374
Uxbridge, MA 01569
866-575-PLAY

EQUIPMENT SIZE:

USE ZONE:
SEE DWG.

AREA:
3549 SqFt.

PERIMETER:
240 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
50+

AGE GROUP:
2-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
22720-DM-OP2

SCALE:
NOT TO SCALE

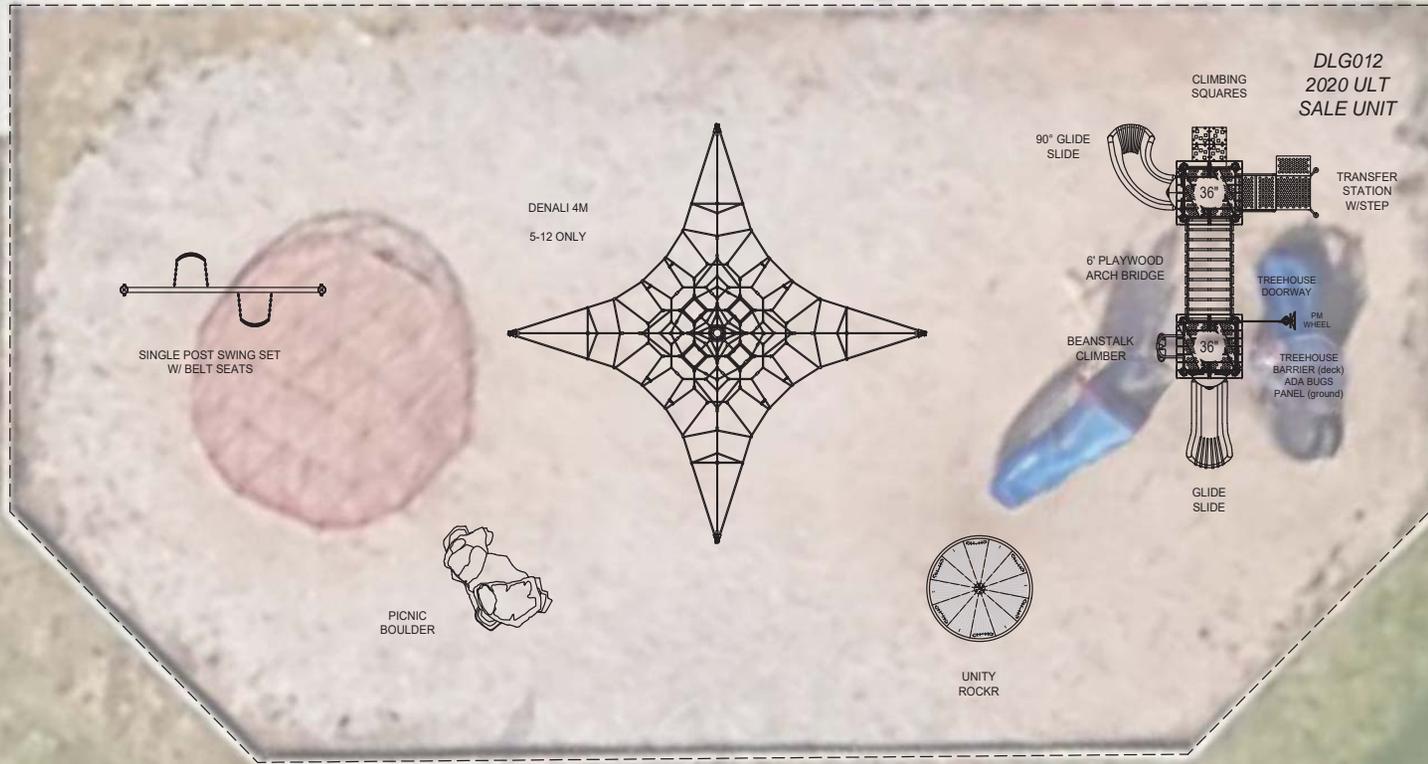
DRAWN BY:
DANA GRUBBS

Paper Size

DATE:
04-MAR-20

B

LINCOLN PARK
NASHUA, NH



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*PLAYGROUND SUPERVISION REQUIRED

Lincoln Park

Design Number: 22720-DM-OP2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number 22720-DM-OP2, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

August 26, 2020
Memo #21-029

TO: Mayor Donchess
Finance Committee

SUBJECT: Playground Equipment for Lincoln Park

Please see attached communications from Nicholas Caggiano, Superintendent of the Parks and Recreation Department dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Playground Equipment to replace unsafe equipment removed last year in Lincoln Park
Value: \$97,421
Vendor: Ultiplay Playgrounds of Uxbridge MA
Department: 177 Parks & Recreation
Source Fund: Capital: Lincoln Park Improvements

Ordinance: Pursuant to § 5-84 Special purchase procedures A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of Parks & Recreation, Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,
Kelly Parkinson
Purchasing Manager

Cc: N Caggiano
C O'Connor

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020
From: Nick Caggiano, Superintendent
Parks and Recreation Department
Re: Purchase and installation of a playground for Lincoln Park.

B. Motion: To approve the purchase and installation of a playground for Lincoln Park from Ultiplay Playgrounds, Inc. of Uxbridge, MA pursuant to the Massachusetts state contract # VC000510633FAC104 in the amount of \$97,421. Funding will be through Department: 177 Parks and Recreation; Fund: Capital; Activity: Lincoln Park Improvements.

Attachments: Quote and concept drawing

Discussion: The scope of work for this project includes the installation of a play structure and poured in place playground surfacing. The Lincoln Park playground was removed last year due to safety concerns. Several types of playgrounds were looked at and this model will bring an element of nature to this urban setting. The goal is to have the area prepped as part of the park renovations this fall and have the playground installed late this fall or first thing in the spring depending on the construction schedule and the weather. Ultiplay was the vendor that provided and installed the Salem Street Tot Lot and the playground hand sanitizer stations this year. Their work was very good and performed in a timely fashion.