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FINANCE DEPARTMENT

Memo

May 31, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

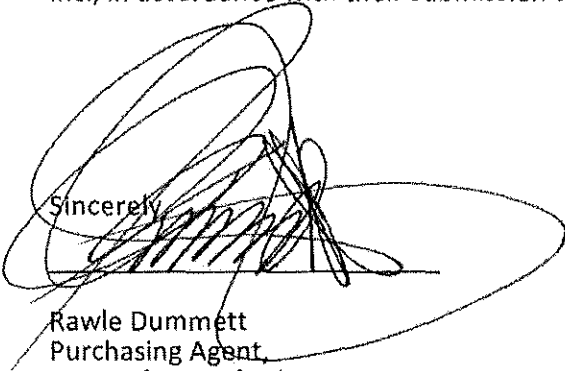
Re: Bid Award – BID#22-118 Preventative Maintenance and Service for Town-Wide
Generators

Dear Mr. Brule,

On April 28, 2022, Maryellen McConnell and I opened bids for the above-mentioned project with the attached results.

The Purchasing Agent, after deliberations with the Utility Commission, recommends the contract for this project be awarded to the most qualified bidder Northeast Generator of CT Inc., in accordance with their submission dated April 26, 2022.

Sincerely,



Rawle Dummett
Purchasing Agent,
Town of Waterford

Rawle Dummett

From: Jim Bartelli
Sent: Monday, May 16, 2022 3:06 PM
To: Neftali Soto
Cc: Rawle Dummett
Subject: Generator Services contract

Tali,

There were only two Generator Service Contracts bids received.

I am of the opinion that Northeast Generator will better serve the Utility Commission as their Emergency response time is 1 Hour, as compared to Tri-State's 4 hour response time.

Thank you.

James A. Bartelli

Assistant Director

Waterford Utility Commission

860-444-5886

860-460-9108 (Cell)

Tabulation Sheet Sheet Bid# 22-118 Preventative Maintenance and Service for Town-Wide Generators Bid Opening: April 28, 2022 @ 11:00 am			
Vendor	Bid	Rates	
Northeast Generator	Hourly Rates(Straight Time)		\$140.00
	Hourly Rates(Overtime)		\$210.00
	Hourly Rates(Holidays)		\$280.00
	Total Lump Sum Year 1		\$37,575.50
	Optional 2 years/first year		\$37,575.50
Response time after being contacted - 1 hour			
Vendor	Bid	Rates	
TriState Generator Co. LLC.	Hourly Rates(Straight Time)		\$100.00
	Hourly Rates(Overtime)		\$140.00
	Hourly Rates(Holidays)		\$140.00
	Total Lump Sum Year 1		\$31,000.00
	*Optional 2 years/first year		\$93,000.00
Response time after being contacted - 4 hours			

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**Town of Waterford
Board of Selectmen
Invitation to Bid
Preventive Maintenance and Service for Town-Wide Generators
Bid #22-118**

The Purchasing Agent will accept sealed bids for Preventive Maintenance and Service for Town- Wide Generators until **Thursday, April 28, 2022 at 11:00 am** in the Louise Appleby Room located at 15 Rope Ferry Rd Waterford, Connecticut, 06385.

Information and Bid Packets are available on the Town web site at www.waterfordct.org Any questions regarding specifications, policies and procedures are to be directed to the Purchasing Agent in writing at rdummett@waterfordct.org

Potential Bidders are responsible for checking the Town of Waterford website for any addenda and updates regarding this Bid.

The Board of Selectmen reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any bid when such action is deemed to be in the best interest of the Town; their decision is final.

Rawle Dummett
Purchasing Agent
Town of Waterford

Deadline for Clarifications is April 21, 2022. Responses to Clarifications will be available on the Town's website. Potential Bidders are responsible for checking the Town of Waterford website for any addenda and updates regarding this Bid.

INTRODUCTION & SCOPE OF SERVICES

The work consists of the provision of maintenance service and, if necessary repairs, to stand-by and portable generators as per list, according to manufacturer's recommendations, including labor, plant, equipment, parts, and other goods and services incidental to the fulfillment of the contract, including the disposal of oil, filters, and other material(s) generated during the provision of these services. Geographical coordinates of these locations will be provided to potential bidders upon request.

All annual routine service will be scheduled to coincide with the last completed annual maintenance. In addition to performing the annual service, the successful bidder must be available to perform "on-site" 24/7 emergency service to any of the listed generator sets, within a reasonable response time to be included on the bid form.

Unless otherwise stated, throughout this document the term "generator" refers to the whole emergency stand-by power generation unit, including the connections from commercial power, the transfer switch, the engine, the alternator, etc.

The successful contractor agrees to hold hourly rates for the periods specified in the Bid Proposal. Hourly rates are to include all costs for labor, equipment, and tools, including portal to portal transportation.

The successful bidder must be able to provide a twenty-four (24) hour, 7 days/week, 365 days/year emergency service, and provide telephone number for a responsible party (parties), not for an answering service.

From time to time, the Town of Waterford, at its sole option, may also engage the services of the successful bidder for the design and/or installation of replacement and/or new generator sets at Town facilities. These services will be negotiated on a job-by-job basis.

It is the intent of the Town to award an initial contract for one year, commencing the day the contract is signed by both parties.

The Town reserves the right to extend the contract length annually upon agreement to same by the Vendor, and only up to two additional one year extensions. Nothing herein shall obligate the Town to any such extension. All bid prices contained within the accepted proposal must be held for the original and extended contract term or terms, should said agreement to extend the term or terms take effect.

Considering the various make and/or brand of generators to be serviced, the successful bidder shall certify to the Town of Waterford that:

- 1) Technicians performing work on particular units are trained to conduct such work
- 2) The manufacturer's hardware, software, and other troubleshooting aids applicable to any of the brands to be serviced will be used.

The following are basic service(s) that shall be performed annually on each of the generators, as applicable. All routine maintenance service shall be performed during normal business hours with notification/schedule forwarded in advance to the responsible Town designated representative.

All services to be conducted in accordance with manufacturers instruction manuals. Unless accepted and/or directed by the Town of Waterford's designated representative, only OEM certified replacing parts are acceptable.

1. Operational inspection of the unit while under load. Maintenance and operational reliability and of the transfer switch. Check and record operating temperature, oil pressure, voltage regulator output, charging system, as well as checking for any coolant leaks or other abnormal operation.
2. Inspect cooling system for leaks and check coolant rating in degrees. Test anti-freeze in accordance with the generator equipment manufacturer's specifications (i.e. refractometer vs. floating ball hydrometer) for proper levels and fill if necessary. For each annual service, coolant systems of all the generators shall be tested and analyzed for contaminants and scheduled for flushing only as required following manufactures recommendations. All cost associated with the purchase and legal disposal of antifreeze shall be provided in a proposal to the owner before the work is scheduled. The CONTRACTOR will be responsible for the proper disposal of all liquids. All reports on condition/strength of antifreeze reported to owner annually.
3. Change oil and oil filters annually unless run times warrant more frequent servicing. It is the CONTRACTOR's responsibility to dispose of used oil and filters properly. Based on run hours, the OWNER's may request from CONTRACTOR, a sample of used oil to be sent out and analyzed, with a report delivered directly to the Town of Waterford Representative will be assigned at contract award, (copy to Contractor) from the Servicing Lab.
4. Factory OEM certified parts shall be used for all repair/replacement items.
5. Inspect all belts; adjust or replace as needed.
6. Replace air filter, oil & fuel filter elements with approved Fleet Guard, Baldwin or Wix filters.
7. Inspect governor controls.
8. Check all cut-off switches/alarms for proper operation.
9. Check electrical generator for proper operation under a load. Full load test to be scheduled with owner to verify proper operation of transfer switches/contacts.
10. Check all rubber hoses for wear and replace as required.
11. Where applicable, Gas/LP engines: Inspect complete ignition system, check timing, points, condenser, and spark plugs

12. Inspect the fuel delivery system including piping, solenoid valve and transfer tank where applicable. Perform a water test annually on all fuel tanks and include results in report.
13. Check the condition of the batteries and the charger unit. Check battery electrolyte levels and specific gravity, clean terminals as needed and apply corrosion proof solvents.
14. Check block heater for proper operation and temperature.
15. A written report of the service conducted and condition of each unit shall be completed, signed by the Town's on-site representative, and submitted to the Utility Commission along with an appropriate invoice, before payment can be issued. The report must include a list of all the work performed, cost, and parts installed, instrument readings, antifreeze levels (in degrees), adjustments performed, and any additional work that is performed on the listed unit. The oil sample analytical results for each unit are to be included with this report. All work shall be performed in the presence of the Town's representative.
16. Any additional work other than the routine service as listed above shall be approved by the Town before work shall proceed. The cost for this additional work shall be submitted in the form of a written estimate. Parts that are required will be supplied **at cost plus 10% (copies of invoices shall be required on all parts)**.
17. Defective parts which are replaced are to remain on site for inspection prior to disposal by contractor unless instructed by the Town representative to remove and dispose of the parts.
18. Contact persons for the Town of Waterford are to be provided once contract is awarded. A list of the responsible Town representative will be provided along with the generator inventory.
19. In the event that one of the Town's generators as listed below requires removal and replacement with a new generator, the newly installed generator at that location shall be serviced and maintained according to the Contract Specifications for those tasks or work not included under the warranty.

SAMPLE CHECKLIST – This form is to be filled by Contractor when on site performing maintenance

OWNER's Representative on Site: _____
(Print Name)

(Signature)

Location: _____ Time: _____

Date: _____

Hour Meter: _____

Unit Mfg. _____

Model: _____

S/N: _____

Engine Mfg: _____

Model: _____

S/N: _____

Gen. Mfg. _____

Model: _____

S/N: _____

SECTION A – COOLING SYSTEM

SAT.

UNSAT.
(check one)

1. Engine coolant level
2. Radiator core/heat exchanger
3. Coolant lines/connections/hoses & connections
4. Water jacket heater(s)

Note: Contractor is responsible for replenishing of necessary fluids where there is an unsatisfactory rating.

SECTION B – D.C. ELECTRICAL SYSTEM

SAT.

UNSAT.
(check one)

1. Battery(s) electrolyte level/specific gravity
2. Battery compartment/heater cooperation
3. Battery connections/cables/casing
4. Shutdown mechanisms
5. Electrical starter/alternator/generator
6. Electrical system, accessories & components

Note: Contractor is responsible for indicator lights, indicator lamps, gauges, switches, relays, contactors, solenoids, coils, voltage regulators, sensors, and fuses; pressure sensing switches, transformers, power supplies, battery cables and connections.

SECTION C – A.C. ELECTRICAL SYSTEM

SAT.

UNSAT.
(check one)

1. A.C. wiring
2. Battery charger
3. Control panel/switchgear/transfer switch
4. A.C. generator voltage regulator
5. Electrical system accessories & components

Note: Contractor is responsible for the same components for the electrical system.

SECTION D – AIR INDUCTION & EXHAUST SYSTEM

SAT.

UNSAT.
(check one)

1. Air cleaner units/oil bath and dry type
2. Air induction piping and connections
3. Turbocharger/blower
4. Exhaust manifold/piping/connections

Note: Contractor is responsible for replacing air cleaners, all types.

SECTION E – POWER UNIT

SAT.

UNSAT.
(check one)

1. Generator structure
2. Clutch assembly (power take off)
3. Coupling(s)

SECTION F – LUBRICATION SYSTEM

5

SAT.

UNSAT.
(check one)

1. Engine oil level
2. Engine oil change
3. Engine oil filter change
4. Engine oil sample for analysis
5. Crankcase pressure
6. Crankcase breather
7. Oil leaks (hoses, connectors)
8. Engine governor oil level/linkage (UG8)
9. Fan drive bearings
10. Generator bearings
11. Engine starter oiler (air type only)
12. Gauges and safety mechanism
13. Accessory drives

Note: Contractor is responsible for replacing any and all engine oil, lubricant, filters and/or belts.

SECTION G - FUEL SYSTEM

SAT. UNSAT.
(check one)

1. Fuel tank/day tank
2. Fuel filters-primary/secondary
3. Fuel system components/hoses/piping
4. Gauges and Safety mechanism
5. Condensation/water in fuel

Note: Contractor is responsible for replacing all fuel filters (primary and secondary)

REMARKS: Parts Replaced, etc. and technician comments on findings and diagrams of any problems found that need to be attend to or to watch closely.

Load Test Readings

Time	Date	Generator	Technician

Trickle Charger _____ (amps) _____ (volts)

Trickle Charger Status _____

Battery Brand Name _____

Battery Serial No. _____

Battery Status _____

Volts	Frequency	Ampere	RPM	Oil Pressure	Water Temp.

Generator Unit Ready for Normal Usage

YES _____ NO _____

CONTRACTOR'S Technician (printed name):

Date: _____

Signed: _____



Page 1 of 2

BID FORM**Preventive Maintenance and Service for Town-Wide Generators
Bid #22-118***Please attach All REQUIRED SHEETS to this Bid Form.***VENDOR NAME AND ADDRESS***Northeast Generator of CT INC 625 John Street Bridgeport CT 06601***PRINTED NAME AND TITLE OF VENDOR'S AGENT***N/A***PHONE AND FACSIMILE NUMBERS, E-MAIL ADDRESS**

Pursuant to and in compliance with the INVITATION TO BID, GENERAL CONDITIONS, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned Bidder hereby states that he/she (they or it) has carefully examined the CONTRACT DOCUMENTS and the party understands the provisions, requirements, terms and conditions thereof, all of which are acknowledged to be part of the BID PROPOSAL.

Further, he/she (they or it) has become familiar with local conditions and the extent of Work; has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the Work as required; and hereby agrees to perform the Contract in strict accordance with the CONTRACT DOCUMENTS within the time frame set forth herein.

The undersigned Bidder hereby agrees that the BID PROPOSAL submitted shall remain in effect and binding upon the Bidder for a period of 60 calendar days, from the date and time Bids are received.

The undersigned Bidder declares that his/her BID PROPOSAL in all respects is fair and made without collusion with any other person, firm, and/or corporation making a proposal for this Work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within 15 calendar days from the date of said Notice of Award.

Andrew Jaeger *COO* of the above named firm hereby
Name Position

Submit the following bid in accordance with Town of Waterford specifications.

SIGNATURE

DATE

4/26/22

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD
NON-COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:

04/26/22

Name of Company:

Northeast Genemac of CT INC

Name and Title of Agent:

Andrew Jaeger, COO

By (SIGNATURE):

[Signature]

Address:

625 John street

Bridgeport CT 06604

Telephone Number:

203-336-3031

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter

Submitted By: Andrew Seeger
Company name: Northwest Generator of CT INC
Address: 625 John Street Bridgeport CT 06604
Phone: 203-336-3031 Email: _____

ESTABLISHED: 06/1968
(Month) (Year)

State of Connecticut Contractor License # ELC. 0101214-EI
Asbestos Abatement Contractor Certification License# N/A
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

_____ N/A _____

YEARS OF WORK IN RELATED FIELD: 54 years
(Describe Any Related Work)
See Attached

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? NO Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

N/A

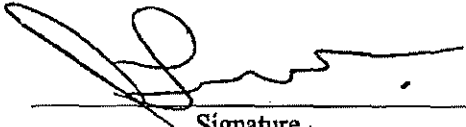
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

4/26/22  COO
Date Signature Title

Subscribed and sworn to before me at Bridgeport, Connecticut, this
27th

Day of April 2022

Emad Gayed
Notary Public, State of Connecticut
My Commission Expires Jan. 31, 2027



AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR: (1) The number of employees 27
- (2) Completed this form within one year _____ Yes X No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

Northeast Generator of CT INC
625 John Street, Bridgeport, CT 06604
TYPE OF BUSINESS

TYPE OF ORGANIZATION

X Corporation _____ Partnership _____ Individual _____

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

N/A

INSURANCE REQUIREMENTS - Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to all policies, except Workers Compensation. All policies shall also include a **Waiver of Subrogation**. The insurance company(ies) must be licensed with the State of Connecticut and have a **Financial Strength Rating of "A-" or higher** and a **Financial Size Rating of VIII or higher** from A.M. Best Company.

		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$2,000,000
	EL Disease Each Employee	\$2,000,000
	EL Disease Policy Limit	\$2,000,000

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

EXPERIENCE

The following experience sheet shall be completed by each Bidder. Any Bid submitted without a fully completed Experience Sheet may be rejected by the OWNER. The Contractor may attach supplemental statement of experience sheets at his/her option.

1. Have you ever failed to complete any work awarded to you?
If so, state where and why. **NO**

2. What projects similar to this one has your organization completed within the last five (5) years? **See Attach**

Class of Work	Contract Amount	When Completed	Name & Address of Engineer or Owner
(1)	(2)	(3)	(4)

3. Does CONTRACTOR have the resources and is available to provide alternate power generation to those units that may be out of service for an extended period of time? YES ☒ NO ☐

If yes, provide detail of the stand-by or mobile units available to contractor for these types of situations.

See Attached

(to be used upon award)

The CONTRACTOR Understands that this contract is for One (1) year from the date of signing.

That the quantities shown in the Bid Proposal or Bid Form are approximate only, and are solely for the purpose of facilitating the comparison of Proposals; that the OWNER shall not be held responsible if these quantities are not even approximately correct; that for all Work upon which unit prices and lump sums are quoted, the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Bid Proposal or Bid Form; and that the unit prices and lump sums set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

Year One (1)	2022 to	2023 \$
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Signed, sealed and delivered in quadruplicate the day and year first above written.

BY OWNER:

Town of Waterford, Connecticut

By: _____
Robert Brule – Its First

Selectman BY CONTRACTOR _____

Address: _____

By: _____

Title: _____

By: _____

Town Counsel: _____

1. Generator Service Contract _____, 2022 – One Year

TOTAL BID - Generator Service Contract
_____, 2022 One- Year
(Total Sum Based on Schedule of Values)

\$ 37,575.50 -

Hourly Rates (Straight Time)

\$ 140.00

Hourly Rates (Overtime)

\$ 210.00

Hourly Rates (Holidays)

\$ 280.00

1. COMBINED TOTAL BID - Generator Service Contract (Lump Sum) Total Sum of
Bids for first contracted year.

\$ 37,575.50 -

2. The Contractor hereby agrees to a Guaranteed Emergency "On-site Service"
Response Time after contacted by a Town agency will be no more than

1 (hrs)

2. Optional 2 years at the contracted rates of the first year.

TOTAL BID - Generator Service Contract (Lump Sum) Total Sum of Bids for first year.

\$ 37,575.50 -

TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS

1. Sealed bids (one ORIGINAL & TWO copies) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut; and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the

successful bidder.

11. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
12. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
13. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
14. **IF APPLICABLE** the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
15. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
16. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addenda and updates to the Bid.

Additional Information:

All Questions must be submitted in writing to the purchasing agent via email at rdummett@waterfordct.org.

If at any time of the scheduled Bid opening, Town Hall or the Office of Procurement is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the Bid opening will be postponed until 2:00 p.m. the next business day. Bidders are reminded to check the web site for updates and information or email the purchasing agent at rdummett@waterfordct.org.

Proposals will be accepted until that date and time.

Rights Reserved To the Town

The Town reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

1. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

2. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, Town Hall, 15 Rope Ferry Road, Waterford, CT 06385 and must be marked with the name and address of bidder, date and hour of opening, name of item in bid call, and bid number.
- b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may, at any time prior to the advertised time for opening, withdraw his/her bid by written request addressed to the Purchasing Agent. Telephonic bids, amendments, or withdrawals **will not be accepted**.
- d. Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

3. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

4. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Waterford or to the person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

5. Delivery

All prices must be on the basis of F.O.B. Delivery Point Waterford, Connecticut; Deliveries must consist only of new merchandise, goods and services or equipment and, except for emergency situations, shall be made between 8:00 a.m. and 3:00 p.m. Monday thru Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Agent.

EXHIBIT A - GENERATOR DETAIL LIST

LIST OF TOWN OF WATERFORD GENERATORS for PM Bid FY22

WUC STATION NAME	ENGINE TYPE/MOD NO.	SERIAL #	KW	VOLT/Phase	Fuel Type	TANK SIZE	Fuel Rate GAL/HR@1 (gal)	24 HR Run
WUC SHOP	KOHLER 125RE02JD	2176627	130 KW	1PH	DIESEL	200		
COLONIAL DR.	CUMMINS 483.9GC	44129817	37KW	240/ 1	DIESEL	550		
MAGO PT.	CUMMINS N855GS	1104022	125 KW	480 / 3	DIESEL	200		
NIANTIC RIVER RD.	CUMMINS 4BT3.9 G-1	44642023	35 KW	208 / 3	DIESEL	50		
RIDGEWOOD	CUMMINS 6AT3.4-G1	K920493522	40 KW	208 / 3	DIESEL	50		
EASTNECK	CUMMINS 4BT3.4-G1	44813667	50KW	208 / 3	DIESEL	50		
SEASIDE	CUMMINS 4BT3.9G-C	173789	50 KW	208 / 3	DIESEL	100		
DOCK RD. STA. GEN.	CUMMINS DSGAA-1218515	L12034138	100 KW	208 / 3	DIESEL	100		
GARDINERSWOOD RD.	CUMMINS 483.9GC	162963	37 KW	208 / 3	DIESEL	550		
STONEBROOK	ONAN/CUMMINS 6CTA83	G9000337956	150KW	480 / 3	DIESEL	550		
GRANITEVILLE	CUMMINS 4BT3.9G2	0960602625	60KW	460 / 3	DIESEL	150		
OSW. RD.	CUMMINS 6BT5.9G1	44646146	80KW	208 / 3	DIESEL	50		
OIL MILL RD.	CUMMINS 6BT5.9G2	44637307	100KW	208 / 3	DIESEL	50		
CROSS RD.	AIFO MUTRI FIAT 127403/100064	100064	100KW	240 / 3	DIESEL	550		
QUAKER HILL CENTER	CUMMINS 4BT3.9GC	234284	50KW	208 / 3	DIESEL	548		
WTFD. VILLAGE	JOHN DEERE 50R02J-607860	607860	49KW	240 / 1	DIESEL	100		
OLD BARRY RD.	CUMMINS 4BT3.9GC	187001	50KW	208 / 3	DIESEL	548		
BRIARWOOD	CUMMINS 6BT5.9GC	186445	80KW	208 / 3	DIESEL	548		
THAMES LANDING	JOHN DEERE 40RED2B-2014595	2014595	40KW	208 / 3	DIESEL	94		
RICHARDS GROVE RD.	CUMMINS Q5B5G13	74777457	50 KW	208 / 3	DIESEL	260		
HARVEY AVE.	CUMMINS DSHAC-2955086	A100090002	225KW	480 / 3	DIESEL	2000		
EVERGREEN AVE.	CUMMINS DFEH-5947862	H070091670	400KW	480 / 3	DIESEL	750		
OLD NORWICH RD.	CUMMINS 2500QDAA-7368	C080166054	225KW	480 / 3	DIESEL	300		
SHORE RD.	CUMMINS 6BT5-9GS	175805	80KW	208 / 3	DIESEL	550		
BOLLES CT.	CUMMINS QSL9/73661737	D140665623	275KW	480 / 3	DIESEL	1000		
VAUXHALL TOWER	WINCO PSS884W/C CLPSS884WC		8KW	120 / 1	Propane	120 lb.		
Harrisons Landing	CUMMINS 125GSDAB	D130481405	125KW	480/3	DIESEL			

WUC Portable Gen Sets								
ONAN Trailer (Wiemes)	30DLGL111	G900335-222	35KW	240 / 3	DIESEL			
ONAN Trailer (Marilyn)	30-O-DDA-15R-2420SD	I810590935	35KW	240 / 3	DIESEL			
CUMMINS Trailer PG3	C100D6R	G140718616	100KW	MULTI PHASE	DIESEL			

Emergency Management								
EM-1 Trailer #1 (WUC)	Cummins 6BT5.9G2		183537	100KW	208 / 3	DIESEL		
GENERAC Trailer # 2 (WEC)	440FDR801766-F915W	TK3420390		100KW	208 / 3	DIESEL		
KOHLER Trailer #3	35RE02T4	33F6GMHI0003	28KW	120/240 3PH	DIESEL			

Town Buildings								
Publics Works Complex	Cummins DQCC- 1956826	A200706736	800kw	480/3	Diesel			
Police Dept	Kohler 200R07D81	276574	200KW	208 / 3	Heat Oil			
Public Safety	Generac 944 02522-s	2013231	125KW	208 / 3	Heat Oil			
Town Hall	Cummins 150DSGAC	J1204000036	150KW		Diesel			
Community Center	Cummins DSHAC6255823	A080151199	200KW	480/3	DIESEL	500		

Radio Towers								
Fargo Road	Generac 9710590200	2097601	45KW	120/220- 1ph	Propane	1000		
Rogers Hill	Generac QT02524AVNNA	5000477	25KW	120/220- 1ph	Propane	1000		
Miner Lane	Generac QT02524AVNNA	5000478	25KW	120/220- 1ph	Propane	1000		
SouthWest School	Generac QT02524AVNNA	5000476	25KW	120/220- 1ph	Propane	1000		

Fire Stations								
Jordan	Cummins/DGHCA-1416363	J140757302	30KW	120/220- 1ph	Diesel			
Quaker Hill Main Bld	Generac/ 4601660100	2080328	50KW	120/220 1 ph	Diesel			
		6654-001	60KW	120/220 1ph	Diesel			
Goshen	Detroit 60DSEJB	2146324	62KW	120/208 3ph	Diesel			
Oswegatchie	Onan 750QYC-15R/27109K	27109K	75KW	120/208 3ph	Diesel			
Coharie	Onan 60.ODVA-16R/188231	J780A60885	60	120/208 3ph	Diesel			

BD of ED

Quaker Hill	Cummins DFEK5213093	H10D14434	500KW	480/3 ph	Diesel	1000
Oswegatchie	Cummins QST30-G5	L0909	1 M	480/3 ph	Diesel	2000
Great Neck	Kohler 1000RE02MB	2257792	1M	480/3 ph	Diesel	2000
High School	Generac 13571710100	2113282	1M	480/3ph	Diesel	2000
High School	Generac 13571640200	2113026	150KW	480/3ph	Diesel	500

EXHIBIT A - GENERATOR DETAIL LIST

LIST OF TOWN OF WATERFORD GENERATORS for PM BM FY22

WUC STATION NAME	ENGINE TYPE/MOD NO.	SERIAL #	KW	VOLT/Phase	Fuel Type	TANK SIZE	Fuel Rate	24 HR Run GAL/HR@1 (gal)	Major PM	Minor PM
WUC SHOP	KOHLER 125RE02JD	2376627	130 KW	1PH	DIESEL		200		\$ 598.00	\$ 175.00
COLONIAL DR.	CUMMINS 483.9GC	44129817	37KW	240/ 1	DIESEL		550		\$ 379.50	\$ 175.00
MAGO PT.	CUMMINS N855GS	1104022	125 KW	480 / 3	DIESEL		200		\$ 598.00	\$ 175.00
NIANTIC RIVER RD.	CUMMINS 48T3.9 G-1	44642023	35 KW	208 / 3	DIESEL		50		\$ 379.50	\$ 175.00
RIDGEWOOD	CUMMINS 6AT3.4-G1	K920493522	40 KW	208 / 3	DIESEL		50		\$ 379.50	\$ 175.00
EASTNECK	CUMMINS 4BT3.4-G1	44813667	50KW	208 / 3	DIESEL		50		\$ 379.50	\$ 175.00
SEASIDE	CUMMINS 4BT3.9G-C	173789	50 KW	208 / 3	DIESEL		100		\$ 379.50	\$ 175.00
DOCK RD. STA. GEN.	CUMMINS D5GAA-1218515	L 12034138	100 KW	208 / 3	DIESEL		100		\$ 598.00	\$ 175.00
GARDINERSWOOD RD.	CUMMINS 483.9GC	162963	37 KW	208 / 3	DIESEL		550		\$ 379.50	\$ 175.00
STONEBROOK	ONAN/CUMMINS 6CTA83	G9000337956	150KW	480 / 3	DIESEL		550		\$ 598.00	\$ 175.00
GRANITEVILLE	CUMMINS 4BT3.9G2	D960602625	60KW	460 / 3	DIESEL		150		\$ 437.00	\$ 175.00
OSW. RD.	CUMMINS 6BT5.9G1	44646146	80KW	208 / 3	DIESEL		50		\$ 523.00	\$ 175.00
OIL MILL RD.	CUMMINS 6BT5.9G2	44637307	100KW	208 / 3	DIESEL		50		\$ 598.00	\$ 175.00
CROSS RD.	AIRO MUTRI FIAT 127403/100064	100064	100KW	240 / 3	DIESEL		550		\$ 598.00	\$ 175.00
QUAKER HILL CENTER	CUMMINS 4BT3.9GC	234284	50KW	208 / 3	DIESEL		548		\$ 379.00	\$ 175.00
WTFD. VILLAGE	JOHN DEERE 50R02A-607860	607860	49KW	240 / 1	DIESEL		100		\$ 379.00	\$ 175.00
OLD BARRY RD.	CUMMINS 4BT3.9GC	187001	50KW	208 / 3	DIESEL		548		\$ 379.00	\$ 175.00
BRIARWOOD	CUMMINS 6BT5.9GC	186445	80KW	208 / 3	DIESEL		548		\$ 523.00	\$ 175.00
THAMES LANDING	JOHN DEERE 40R02B-2014595	2014595	40KW	208 / 3	DIESEL		94		\$ 379.50	\$ 175.00
NICHARDS GROVE RD.	CUMMINS Q385G33	74777457	50 KW	208 / 3	DIESEL		260		\$ 379.50	\$ 175.00
HARVEY AVE.	CUMMINS D5HAC-2955086	A100090002	225KW	480 / 3	DIESEL		2000		\$ 661.25	\$ 175.00
EVERGREEN AVE.	CUMMINS DFEH-5947862	H070091670	400KW	480 / 3	DIESEL		750		\$ 1,058.00	\$ 175.00
OLD NORWICH RD.	CUMMINS 15BDQDAA-7368	C080166054	225KW	480 / 3	DIESEL		300		\$ 661.25	\$ 175.00
SHORE RD.	CUMMINS 6BT5.9G5	175805	80KW	208 / 3	DIESEL		550		\$ 523.00	\$ 175.00
BOLLES CT.	CUMMINS Q3L9/73681737	D140665623	275KW	480 / 3	DIESEL		1000		\$ 661.25	\$ 175.00
VAUXHALL TOWER	WINCO P558B4W/C CLP558B4WC		8KW	120 / 1	Propane	120 lb.			\$ 322.00	\$ 175.00
Harrisons Landing	CUMMINS 125G50AB	D130481405	125KW	480/3	DIESEL				\$ 598.00	\$ 175.00
WUC Portable Gen Sets										
ONAN Trailer (Wiemes)	300GL111	G900335-222	35KW	240 / 3	DIESEL				\$ 379.00	\$ 175.00
ONAN Trailer (Marilyn)	30-O-DDA-15H-2420SD	1810590935	35KW	240 / 3	DIESEL				\$ 379.00	\$ 175.00
CUMMINS Trailer PG3	C100D6R	G140718816	100KW	MULTI PHASE	DIESEL				\$ 598.00	\$ 175.00
Emergency Management										
EM-1 Trailer #1 (WUC)	Cummins 6BT5.9G2	183537	100KW	208 / 3	DIESEL				\$ 598.00	\$ 175.00
GENERAC Trailer #2 (WEC)	440FDR801766-F915W	TK3420390	100KW	208 / 3	DIESEL				\$ 598.00	\$ 175.00
KOHLER Trailer #3	35RE02T4	3376GMHJ0003	28KW	120/240 3PH	DIESEL				\$ 379.50	\$ 175.00
Town Buildings										
Publics Works Complex	Cummins DQCC- 1956826	A200706736	800kw	480/3	Diesel				\$ 1,420.00	\$ 175.00
Police Dept	Kohler 200R07081	276574	200KW	208 / 3	Heat Oil				\$ 661.25	\$ 175.00
Public Safety	Generac 94A 03522-4	2013281	125KW	208 / 3	Heat Oil				\$ 598.00	\$ 175.00
Town Hall	Cummins 1500SGAC	J1204000036	150KW		Diesel				\$ 598.00	\$ 175.00
Community Center	Cummins DSHAC6255823	A080151199	200KW	480/3	DIESEL		500		\$ 598.00	\$ 175.00
Radio Towers										
Fargo Road	Generac 9710590200	2097601	45KW	120/220-1ph	Propane		1000		\$ 437.00	\$ 175.00
Rogers Hill	Generac QT02524AVNNA	5000477	25KW	120/220-1ph	Propane		1000		\$ 379.00	\$ 175.00
Miner Lane	Generac QT02524AVNNA	5000478	25KW	120/220-1ph	Propane		1000		\$ 379.00	\$ 175.00
SouthWest School	Generac QT02524AVNNA	5000476	25KW	120/220-1ph	Propane		1000		\$ 379.00	\$ 175.00
Fire Stations										
Jordan	Cummins/DGHCA-1416163	J140757302	30KW	120/220-1ph	Diesel				\$ 379.00	\$ 175.00
Quaker Hill Main Bld	Generac/ 4601660100	2080328	50KW	120/220 1 ph	Diesel				\$ 379.00	\$ 175.00
		6654-001	60KW	120/220 3ph	Diesel				\$ 379.00	\$ 175.00
Goshen	Detroit 60DSEJB	2146324	62KW	120/208 3ph	Diesel				\$ 379.00	\$ 175.00
Oswegatchie	Onan 75DDYC-15R/27109K	27109K	75KW	120/208 3ph	Diesel				\$ 523.00	\$ 175.00
Cohasset	Onan 60,ODVA-16R/188231	1780460885	60KW	120/208 3ph	Diesel				\$ 523.00	\$ 175.00
BO of ED										
Quaker Hill	Cummins DFEK5213093	H10014434	500KW	480/3 ph	Diesel		1000		\$ 1,058.00	\$ 175.00
Oswegatchie	Cummins Q3T30-G5	L0909	1 M	480/3 ph	Diesel		2000		\$ 2,116.00	\$ 175.00
Great Neck	Kohler 1000RE02M8	2267192	1M	480/3 ph	Diesel		2000		\$ 2,116.00	\$ 175.00
High School	Generac 13571710100	2113282	1M	480/3 ph	Diesel		2000		\$ 2,116.00	\$ 175.00
High School	Generac 23571640200	2113026	150KW	480/3ph	Diesel		500		\$ 598.00	\$ 175.00
									\$ 32,675.50	\$ 4,900.00
Total Service Cost		\$ 37,575.50								

4/26/2022 4:03 PM

TG#	KW	Make/Model	Color	Voltage	Amps	Controls	Year	Serial #	Pintle/Ball	Tank size	Gal/Hr
37	20	Winco RP25/C	Yellow	240/208/480		Auto	2015	176343 A15	Ball	55	2.00
41	20	Winco RP25/C	Yellow	240/208/480		Auto	2018	197963 U18	Ball	55	2.00
36	40	Kohler 40ROZJ	Tan			Auto		279457	Pintle	80	
31	40	Ingersoll-Rand	Tan	240/208/480		Manual	2003	004003010084	Pintle		
28	37	Baldor TS45	Red	240/208/480	104-121-52	Auto	2001		Pintle	80	4.00
43	60	Kohler 60REOZJB	Tan	240/208/480		Auto	2006	2124484	Ball		
44	60	Kohler 60REOZJB	Tan	240/208/480		Auto	2006	2124461	Ball		
29	65	Baldor TS80	Red	240/208/480	187-205-96	Auto	2003	303270031	Pintle	80	7.00
40	100	Cummins T120C	White	240/208/480		Auto	2006	GVG-26775	Pintle		
42	100	Cummins 100D6R	White	240/208/480		Auto	2017	F170206057	Pintle		
30	105	Baldor TS130	Red	240/208/480	301-347-150	Auto	2007	PO709240009	Pintle	160	8.50
38	175	Winco DX175	Grey	240/208/480		Auto			Pintle	175	12.50
39	175	Winco DX175	Grey	240/208/480	525-607-263	Auto	2015	180241 O15	Pintle	175	
6	200	Onan DGFC	Green	240/208/480		Auto	1998	B980693148	Pintle	240	
33	200	Cummins DGFC	White	208	694	Auto	2003	H030534989	Pintle	135	
34	200	Cummins C200D6R	White	240/208/480		Auto	2011	K110276220	Pintle		
35	300	Cummins C300D6R	White	240/208/480	837-1041-451	Auto	2012	A120289108	Pintle	400	
BT2	400	Detroit Diesel	Maroon	208		Auto	n/a	97111001	5th Wheel	500	
BT3	500	Terex 500SQ	White	208/480		Auto	2002	0302P5012	5th Wheel	500	
BT4	800	Terex 1000SQ	White	480	1202	Auto	2002	T292394	5th Wheel	1000	

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION
Be it known that

LOUIS HOLZNER
30 CURRITUCK RD
NEWTOWN, CT 06470-1330

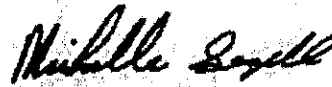
has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # **ELC.0101214-E1**

Effective: 10/01/2021

Expiration: 09/30/2022



Michelle Sangalli, Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

450 Columbus Boulevard + Hartford Connecticut 06103

Attached is your Home Improvement Contractor registration. This registration is not transferable. The Department of Consumer Protection must be notified of any changes to your registration within thirty (30) days of such change. Questions regarding this registration can be emailed to the License Services Division at dcp.license@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can access your account at www.ctlicense.gov to verify, add or change your email or address.

Visit our web site at www.ct.gov/dcp to verify registrations, obtain applications and the booklet for The Connecticut Contractor for Home Improvement and New Home Construction.

L HOLZNER ELECTRIC COMPANY
596 JOHN ST
BRIDGEPORT, CT 06604-3927

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

HOME IMPROVEMENT CONTRACTOR
L HOLZNER ELECTRIC COMPANY

596 JOHN ST
BRIDGEPORT, CT 06604-3927

Registration #	Effective	Expiration
HIC.0629092	12/01/2021	03/31/2023

SIGNED

STATE OF CONNECTICUT + DEPARTMENT OF CONSUMER PROTECTION

Be it known that

L HOLZNER ELECTRIC COMPANY
596 JOHN ST
BRIDGEPORT, CT 06604-3927

has satisfied the qualifications required by law and is hereby registered as a

HOME IMPROVEMENT CONTRACTOR

Registration # HIC.0629092

Effective: 12/01/2021
Expiration: 03/31/2023

Michelle Sengull
Michelle Sengull, Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

L HOLZNER ELECTRIC CO
596 JOHN ST
BRIDGEPORT, CT 06604-3927

Email on file to be used for receiving all notices from this office:

accounting@holznerconstruction.com



State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Northeast Generator of Connecticut, Inc.

596 John Street, Bridgeport, CT 06604

As a

Prequalification Construction Contractor

September 14, 2020 through September 13, 2021

CONTACT INFORMATION

Name: Adam Pryor
Phone: 203-258-6179
Fax:
Email: service@northeastgenerator.co
m

Effective Date
9/14/2020

Aggregate Work Capacity (AWC)
\$20,000,000.00

Single Limit (SL)
\$15,000,000.00

Classifications:
CONSTRUCTION MANAGER AT RISK
(GROUP B); ELECTRICAL

Name: Nicholas Rivers
Phone: 203-258-7334
Fax:
Email: nrivers@northeastgenerator.co
m

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application (Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal).

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/das/prequal> or call (860) 713-5280

Printed 9/14/2020 8:46:25 AM

Page 1 of 2

Secretary of The State of Connecticut

I, the Secretary of The State of Connecticut, and keeper of the seal thereof,
DO HEREBY CERTIFY, that the certificate of incorporation of

NORTHEAST GENERATOR OF CONNECTICUT, INC.

a domestic STOCK corporation, was filed in this office on June 11, 1986, a certificate of dissolution
has not been filed, the corporation has filed all annual reports, and so far as indicated by the records of
this office such corporation is in existence.



Secretary of The State of Connecticut

Date Issued: December 13, 2019

State of New York
Department of State } ss:

I hereby certify, that NORTHEAST GENERATOR OF CONNECTICUT, INC. a CONNECTICUT corporation, filed an Application for Authority to do business in the State of New York on 08/26/2016. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.



WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 29th day of August two
thousand and sixteen.

Anthony Scardino

Executive Deputy Secretary of State

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
ELECTRICAL UNLIMITED CONTRACTOR
LOUIS HOLZNER
30 CURRITUCK RD
NEWTOWN, CT 06470-1330

License #	Effective	Expiration
ELC.0101214-E1	10/01/2021	09/30/2022

Signed: *Louis Holzner*

Northeast Generator

WE GENERATE CONFIDENCE

625 John Street - Bridgeport, CT 06604
(203) 335-4204

Key Personnel & Officers

MARK HOLZNER

164 Farist Road
Fairfield, CT 06430
(203) 410-8311

President and Chief Executive Officer, 35 Years in Construction Management. Estimator / Project Manager. Extensive Experience in Electrical Contracting and General Contracting.

ANDREW JAEGER

2160 Kings Hwy
Unit 2
Fairfield, CT 06824
(203) 545-8149

Vice President and Chief Operating Officer, Construction Management and Supervision. Supervisor of General Sales/Service

FRANK MARKUT

59 Mile Hill South Road
Newtown, CT 06740
(203) 410-8317

Licensed Electrician E1, Project Manager 30 years, Construction Supervisor.

Leasean McDonald

114 State Street
Bridgeport, CT 06604
(203) 258-6100

Project Manager



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

References

Cummins
914 Cromwell Ave
Rocky Hill, CT 06067

Mike Rutty
860-558-8888

Kinsley Power Systems
310 Guinea Road
Brewster NY 10509

James Carlucci
914-467-9107

Fleetpride
470 Naugatuck Ave
Milford CT 06460

Mark Fiascnaro
203-877-2716

Kraft Power
199 Wildwood Ave
Woburn MA 01801

John Luongo
860-969-6121

WINCO
255 South Cordova Ave
LeCenter, MN 56057

Tony Eberle
507-357-8342

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Current Projects

301 Merritt 7

Norwalk, CT 06851

Contact: Chris Couto 203-223-3200

200KW Generator Installation and Electrical Modifications

\$162,000.00

York Analytical Laboratories, Inc.

Contact: Robert Bradley 203-912-0900

Generator Installation of 200KW Diesel Generator with 400A ATS

\$100,690.00

Fairfield High School

Contact: Robert Pocius 203-957-5922

200 KW Generator Replacement

\$78,450.00

Autumn Lake Healthcare

385 Main Street

Cromwell CT 06416

Contact: Bill Dunaway 860-841-6468

450KW Generator Replacement

\$114,900.00

Four Winds Hospital

800 Cross River Road

Katonah NY 10536

Contact: Rob Agnot 914-403-0568

175KW Generator and 600A ATS Replacement

\$88,040.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Waterbury Police Activity League

64 Division Street

Waterbury, CT 06704

Contact: Sergeant Ryan Bessette 203-346-3921 x4357

125KW Generator Installation and Electrical Modifications

\$133,600.00

Town of Groton Contract 18-03

Gravel Street Pump Station Generator Replacement & WPCF Generator Modifications

Contact: Wendall Smith 860-625-1010

Generator Replacement (175KW) and Installation of Remote Radiator

\$286,400.00

East Hampton WPCA - Back-up Generator Installation and Pump Control Relocation

Hawthorne and Princess Pocotopaug Pump Stations

East Hampton, CT

30 KW Generator Installation and Pump Control Relocation

\$224,600.00

Capitol Region Education Council - Operation Building Generator Addition

147 Charter Oak Ave

Hartford CT 06106

Contact: Paul Drummey 860-524-4060

100KW Generator and 1000A ATS Installation

\$162,400.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Amtrak – Maintenance of Way Generator Project

Hamden CT Facility

Contact: Paul Martin 203-948-9039

250 KW Generator Installation

\$174,750.00

Simsbury Housing Authority – Virginia Connolly Residence Generator Replacement

1600 Hopmeadow Street

Simsbury, CT

80 KW Generator Replacement

\$74,900.00

SUCF Project 291002

SUNY Purchase College

735 Anderson Hill Road

Purchase, NY 10577

Contact: John Horgan 518-320-3241

Two(2) 650 KW with Paralleling Switchgear

\$2,886,000.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

**Town of Glastonbury
Police and Fire Department
2108 Main Street
Glastonbury, CT 06033**

Contact: Dave Sacchitella 860-652-7706
150kW & 80 KW Generator Replacement
\$192,400.00

**Town of Darien - Royle School
133 Mansfield Avenue
Darien, CT 06820**

Contact: Michael Lynch 203-656-7418
125 KW Generator Installation
\$148,700.00

**US ARMY Corps of Engineers
Colebrook River Lake Dam
Colebrook CT**

Contract W912WJ-16-Q-0160
Contact: Sarah Sinclair (978)318-8880
25KW Generator and Electrical Upgrades
\$97,450.00

**East Hartford Housing Authority
1403 Main Street & 42 Hamilton Rd
East Hartford, CT 06108**

Contact: Andre Dumas 860-748-1951
175kW & 60kW Generator Installation
\$166,820.00

**Salisbury Central School
15 Lincoln City Road
Lakeville, CT 06039**

Contact: Sam Herrick 860-824-0875
100 KW Generator Installation
\$67,410.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Trumbull B.O.E.

6254 Main Street

Trumbull, CT 06611

Contact: Mark Deming 203-767-7245

80kW Generator Installation

\$58,700.00

Town of Trumbull

Pump Station

5800 Park Ave.

Trumbull, CT 06611

Contact: Fred Micha 203-452-5048

80 KW Generator Replacement

\$41,695.00

Town of North Branford

Fire Station Company #3

1958 Middletown Ave.

North Branford, CT 06471

Contact: Chief William Seward 203-627-0630

50 KW Generator Installation

\$53,800.00

Inspirica

141 Franklin Street

Stamford, CT 06901

Contact: Tom Marullo 475-205-8833

300 KW Generator Installation, 1200A ATS, 600A Fire Pump ATS

\$295,250.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Ox Ridge Elementary School

395 Mansfield Ave.

Darien, CT 06820

Contact: Michael Lynch 203-656-7418

125 KW Generator Installation

\$132,420.00

Town of Westport P.D.

50 Jessup Road

Westport, CT 06880

Contact: Michael Frawley 203-341-5082

150KW Generator Installation

\$118,890.00

Wallingford WPCA

25 Sharon Drive

&

102A Farm Hill Road Pump Stations

Wallingford, CT 06492

Contact: Terry Smith 203-949-2677

Two (2) 15 KW Generator Installation

\$45,826.00

Wilton Pump Station

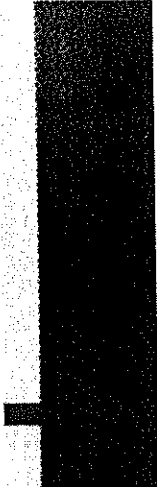
School Road & Route 7

Wilton, CT 06897

Contact: Mike Ahern 203-563-0153

50 KW Generator Replacement

\$38,090.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

New Fairfield Fire House COA

302 Ball Pond Road

New Fairfield, CT 06812

Contact: Patty Mota 203-312-5653

80kW Generator Installation

\$72,300.00

State of Connecticut DMHAS

500 Vine St.

Hartford, CT 06112

Contact: David Ewell 860-262-5303

275 KW Generator Installation

\$179,400.00

Town of Ridgefield Park and Rec. Facility

193 Danbury Road

Ridgefield, CT 06877

Contact: Charles Fisher 203-431-2751

1000A Emergency Transfer Switch Installation

\$69,340.00

American Red Cross

158 Brooklawn Avenue

Bridgeport, CT 06604

Contact: Walter Murdoch 203-515-2781

48kW Generator Installation

\$31,431.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Stratford Housing Authority

295 Everett St.

Stratford, CT 06615

Contact: Kevin Nelson 203-375-4483 X-113

30KW & 50 KW Generator Installation

\$106,850.00

Town of Westport B.O.E.

Staples High School

70 North St.

Westport, CT 06880

Contact: Robert Woosley 203-341-1271

Two 800 Amp Automatic Transfer Switches Installation

\$37,480.00

S. Meriden V.F.D.

31 Camp St.

Meriden, CT

Contact: Chief Keith Gordon 203-630-4499

40 KW Generator Installation

\$31,765.00

Stamford Housing Authority

Wormser Congregate Housing

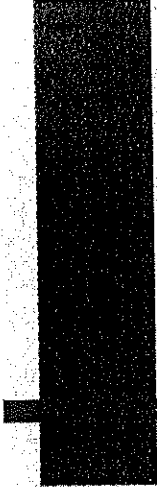
28 Vine Rd.

Stamford, CT 06605

Contact: Peter Stothart 203-977-1400 x-3322

150 KW Generator Installation

\$127,740.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Greater New Haven Water Pollution Control Authority

260 East Street

New Haven, CT 06511

Contact: Tom Sgroi 203-466-5185

150 KW Generator Installation Performed 2013

\$128,730.00

Harvest Time Church

1338 King Street

Greenwich, CT 06831

Contact: Pastor Steve Petfield 203-531-7778

175 KW Generator Installation Performed 2013

\$149,900.00

Elmwood Community Center

1106 New Britain Ave.

West Hartford, CT

Contact: Mike Longo 860-5461-7927

200 KW Generator Installation Performed 2013

\$157,680.00

Bridgeport Health Care

600 Bond St.

Bridgeport, CT 06610

Contact: Kris Rodelsturtz, Chaim Stern 203-384-6400

750KW Generator Installations Performed 2012

\$547,000.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

**Leahy's Fuel
17 Old Shaerman Tpke.
Danbury, CT 06810**

Contact: Steve Rosentel 203-748-3535 x-208
75 KW Generator Installation Performed 2012
\$24,950.00

**Stratford Municipal Center
468 Birdseye St.
Stratford, CT 06615**

Contact: Maurice McCarthy 203-385-4080
200 KW Generator Installation Performed 2012
\$107,879.00

**Norwalk Maritime Center Parking Garage
11 North Water St.
Norwalk, CT 06854**

Contact: Charlie Vinci 203-831-9063
150 KW Generator Installation Performed 2012
\$120,000.00

**Trumbull Senior Center
23 Priscilla Pl.
Trumbull, CT 06611**

Contact: Dimitri Paris 203-452-5075
100 KW Generator Installation Performed 2012
\$58,800.00

Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

American Seal and Engineering

295 Indian River Rd.

Orange, CT 06477

Contact: Alan Michaud 203-789-8819

200 KW Generator Installation Performed 2012

\$40,000.00

Paradigm Health Care

310 Terrace Ave.

West Haven, CT 06516

Contact: Lyndon Reid 203-932-2247 x-109

150 KW Generator Installation Performed 2012

\$84,600.00

Town of Ridgefield

400 Main St.

Ridgefield, CT

Contact: Charles Fisher 203-431-2751

100 KW Generator Installation at Town Hall 2011

\$58,340.00

Trumbull Hillcrest Middle School

530 Daniels Farm Rd.

Trumbull, CT

Contact: Steve Kennedy 203-452-4306

150 KW Generator Installation Performed 2010

\$80,723.00



Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Completed Projects in the last 6 years

Town of Watertown

747 French St.

Oakville, CT 06779

Contact: Vinny Caterino 860-945-5299

175 KW Generator Installation performed 2009

\$54,492.00

St. Camillus Health Care Center

494 Elm St.

Stamford, CT 06902

Contact: Mike LaMagna

500 KW Generator Installation performed 2008

\$172,012.00

Cox Radio

440 Wheelers Farm Rd.

Milford, CT 06460

Contact: Dom Bordonaro 203-783-8260

100KW Generator Installation performed 2008

\$47,700.00

Simsbury High School

34 Farms Village Rd.

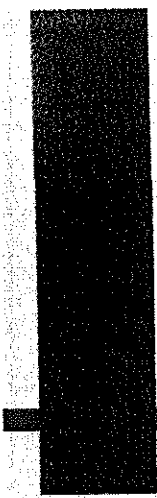
Simsbury, CT 06070

Contact: Rick Hewey 860-658-0451 x-106

250 KW Generator Installation performed 2007

\$224,365.75





Northeast Generator Co.

The Power People

625 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204

Fax: (203) 368-3425

Bank and Bonding

Union Savings Bank

411 Monroe Turnpike

Monroe, CT 06468

Telephone #: (203) 791-7248

Fax #: (203) 452-5397

Attn: Anne Marie Hogan

ahogan@unionsavings.com

Fidelity & Deposit Company Of Maryland

Como & Nicholson

501 Main St.

Monroe, CT

Telephone #: (203) 445-8388

Fax #: (203) 445-8334

Attn: Mr. Chris Como





LHOLZNE-01

SMARQUIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Agency, LLC dba May Bonee & Clark 180 Glastonbury Boulevard Glastonbury, CT 08033	CONTACT NAME:		
	PHONE (A/C, No, Ext): (860) 430-3700	FAX (A/C, No): (860) 430-3730	
INSURED Northeast Generator Of Connecticut, Inc. 596 John Street Bridgeport, CT 06604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: The Travelers Indemnity Company		25658
	INSURER D: Nautilus Insurance Company		17370
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		31CESOA8232	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-3S636509-21-26-G	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB-3S636360-21-26-G	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		CPL2026234-13	5/16/2021	5/16/2022	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Northeast Generator

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

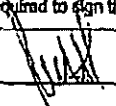
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Northeast Generator	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 625 John Street	Requester's name and address (optional)
6 City, state, and ZIP code Bridgeport, CT 06604	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	Employer identification number
0 6 - 1 0 4 6 6 3 4	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Date ▶ 3/10/2021
Signature of U.S. person ▶ 	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1098-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

Page 1 of 2

BID FORM

**Preventive Maintenance and Service for Town-Wide Generators
Bid #22-118**

Please attach All REQUIRED SHEETS to this Bid Form.

VENDOR NAME AND ADDRESS

*Tri State Generator Co, LLC
356 Old Maple Ave
North Haven CT 06483*

PRINTED NAME AND TITLE OF VENDOR'S AGENT

Thomas Giukano manager

PHONE AND FACSIMILE NUMBERS, E-MAIL ADDRESS *8058127152 (369) 11931 Kerricristakm@comcast.net*

Pursuant to and in compliance with the INVITATION TO BID, GENERAL CONDITIONS, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned Bidder hereby states that he/she (they or it) has carefully examined the CONTRACT DOCUMENTS and the party understands the provisions, requirements, terms and conditions thereof, all of which are acknowledged to be part of the BID PROPOSAL.

Further, he/she (they or it) has become familiar with local conditions and the extent of Work; has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the Work as required; and hereby agrees to perform the Contract in strict accordance with the CONTRACT DOCUMENTS within the time frame set forth herein.

The undersigned Bidder hereby agrees that the BID PROPOSAL submitted shall remain in effect and binding upon the Bidder for a period of 60 calendar days, from the date and time Bids are received.

The undersigned Bidder declares that his/her BID PROPOSAL in all respects is fair and made without collusion with any other person, firm, and/or corporation making a proposal for this Work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within 15 calendar days from the date of said Notice of Award.

Thomas Giukano *manager* of the above named firm hereby
Name Position

Submit the following bid in accordance with Town of Waterford specifications.

[Signature]
SIGNATURE

4/27/22
DATE

1. Generator Service Contract _____, 2022 -- One Year

TOTAL BID - Generator Service Contract
_____, 2022 One- Year
(Total Sum Based on Schedule of Values)

Hourly Rates (Straight Time)

\$ 31,000

\$ 100⁰⁰

Hourly Rates (Overtime)

\$ 140⁰⁰

Hourly Rates (Holidays)

\$ 140⁰⁰

1. **COMBINED TOTAL BID - Generator Service Contract (Lump Sum) Total Sum of**
Bids for first contracted year.

\$ 31,000

2. The Contractor hereby agrees to a Guaranteed Emergency "On-site Service"
Response Time after contacted by a Town agency will be no more than

4 (hrs)

2. Optional 2 years at the contracted rates of the first year.

TOTAL BID - Generator Service Contract (Lump Sum) Total Sum of Bids for first year.

\$ 93,000

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD
NON-COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:

4/27/22

Name of Company:

Tri State Generator Co LLC

Name and Title of Agent:

Thomas Giuliano manager

By (SIGNATURE):

[Signature] manager

Address:

356 Old Maple Ave
North Haven CT 06473

Telephone Number:

860 581 2715

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: Thomas Gwiano
Company name: In Shk Generator Co, LLC
Address: 356 Old Maple Ave North Haven CT 06473
Phone: 800.581.2715 Email: tomc.freshkmain.com

ESTABLISHED: April 2011
(Month) (Year)

State of Connecticut Contractor License # ELC 0101049-E1
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD: 11 years
(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? NO Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

Kenn Kennealy office manager

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

4/21/22
Date


Signature

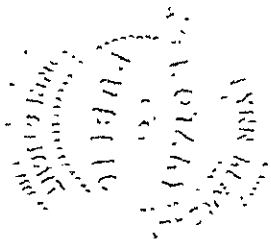
manager
Title

Subscribed and sworn to before me at North Haven, Connecticut, this

Day of 27th April 2022

Flower, Connecticut, this
Kathryn
Kern-Henn, Rennealy
Notary Public

My Commission Expires
9/30/25



AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees 5
- (2) Completed this form within one year ☒ Yes ☐ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

*Tri State Generator Co LLC
356 Old Maple Ave
North Haven CT 06473*

TYPE OF BUSINESS

Generator sales, service installation

TYPE OF ORGANIZATION

☐ Corporation ☐ Partnership ☐ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

EXPERIENCE

The following experience sheet shall be completed by each Bidder. Any Bid submitted without a fully completed Experience Sheet may be rejected by the OWNER. The Contractor may attach supplemental statement of experience sheets at his/her option.

1. Have you ever failed to complete any work awarded to you? **NO**
If so, state where and why.

2. What projects similar to this one has your organization completed within the last five (5) years? *See attached*

Class of Work	Contract Amount	When Completed	Name & Address of Engineer or Owner
(1)	(2)	(3)	(4)

3. Does CONTRACTOR have the resources and is available to provide alternate power generation to those units that may be out of service for an extended period of time? YES ☒ NO ☐

If yes, provide detail of the stand-by or mobile units available to contractor for these types of situations.

Generac
Kohler
Diesan

TRI STATE
GENERATOR CO. LLC

Tri State Generator Co, LLC

356 Old Maple Avenue
North Haven, CT 06473
P (800) 581.2715 F (203) 691.1954

REFERENCES

City of West Haven Housing Authority 15 Glade Street – West Haven, CT 06516	Eric Stokes 203-927-6505 2016 to on going
City of West Hartford 17 Brixton Street – West Hartford, CT 06110	Mike Longo 860-538-7732 2014 to on going
Town of North Branford 909 Foxon Road – North Branford, CT 06471	Michelle Knockwood 203-484-6005 2015 to on going
City of Norwalk 125 East Avenue – Norwalk, CT 06581	Dan Miller 203-854-7940 2017 to on going
City Of New Haven Board of Education 375 Quinpiac Avenue – New Haven, CT 06513	John Barbarotta 203-395-3878 2014 to ongoing



CERTIFICATE OF LIABILITY INSURANCE

TRIST-2

OF ID: JG

DATE (MM/DD/YYYY)

06/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CIARDIELLO INSURANCE 2725 WHITNEY AVE HAMDEN, CT 06518 Richard K. Ciardiello	203-281-1123	CONTACT NAME: Richard K. Ciardiello PHONE (A/C, H/O, E/O): 203-281-1123 FAX (A/C, H/O): 203-281-1145 ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: UTICA NATIONAL INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #: 12475
INSURED TRI STATE MAINTENANCE SERVICES LLC, Tri State Generator Co., LLC 355 Old Maple Avenue North Haven, CT 06473				

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INVR LTR	TYPE OF INSURANCE	ADDL SUBR POLY WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		5157073	04/30/2021	04/30/2022	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED 100,000 POLYMERIZED 15,000 MED EXP (ACCIDENT) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMBUSTIBLE 2,000,000
GENERAL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ POLY ☐ LOC OTHER:						
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		5145813	04/30/2021	04/30/2022	COMBINED SINGLE LIMIT 1,000,000 BODILY INJURY (PER PERSON) 5 BODILY INJURY (PER PERSON) 5 PROPERTY DAMAGE (PER PERSON) 5
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB EXCESS LIAB CLAIMS-MADE 10,000		5157114	04/30/2021	04/30/2022	EACH OCCURRENCE 5,000,000 AGGREGATE 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5145809	05/25/2021	05/25/2022	☒ STATUTE ☐ OTHER E.L. EACH ACCIDENT 500,000 E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Ciardiello

ACORD 25 (2016/03)

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FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

TO: Rawle Dummet, Purchasing Agent

FROM: Kim Allen, Director of Finance

COPY: Abbas Danesh, Treasurer
Ginny Bielucki, Accountant II
Joseph Mancini, BOE
Karen Kopec, BOE

RE: Contract Award Notification (Bid#22-110 COMPREHENSIVE BANKING SERVICES)

DATE: May 13, 2022

Abbas Danesh, Ginny Bielucki, Karen Kopec and myself reviewed all proposals for banking services that were received in response to Bid #22-110 Comprehensive Banking Services. After reviewing all the proposals, fees for current services, and earning credit percentages it is our recommendation to award the contract for the Town of Waterford banking services to People's United Bank.

People's rates earning credit is proposed at .75% and they have agreed to hold their rates for 5 years. None of the other proposals match Peoples in fees/rates or earning credits. People's also will be providing equipment at no charge that will allow the town to begin using remote check capture technology to allow bank deposits remotely.

Respectfully,

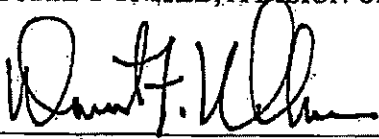
Kimberly Allen

The initial term of the Bank's contract with the Town is five (5) years, and the Town has the option to renew the term for an additional 5-year period.

If you have any questions, please feel free to contact me.

CONFIRMED AND AGREED TO:

PEOPLE'S UNITED, A DIVISION OF M&T BANK

A handwritten signature in dark ink, appearing to read "David F. Weher", is written over a horizontal line.

By: David F. Weher
Vice President & Relationship Manager

THE TOWN OF WATERFORD

By: Kimberly Allen
Director of Finance

Town of Waterford - Peoples United Bank, N/A**Appendix B: Expected Volume Levels**

Service Description	Annual Volume	Price Per Unit
Maintenance Fee	72	\$20
Checks Written	7880	\$0
Stop Payments	20	\$30
Electronic Debits (Withdraws)	610	\$0
Electronic Credits (Deposits)	1244	\$0
Deposits Ticket	854	\$0
On Us Items	3344	\$0
Transit Items Local	40890	\$0
Charge Back Items	79	\$8
Incoming Wire	16	\$12
Outgoing Wires	24	\$12
ACH Origination Maint.	12	\$35
ACH Origination Batches	59	\$5
ACH Origination Items	16637	\$0
ACH Notification of Change	7	\$4
ACH Returns	2	\$5
Remote Deposit Maint (Monthly)	n/a	\$60
Remote Deposits	n/a	\$1
Remote Deposit Items	n/a	\$0
Positive Pay	n/a	\$50
Positive Pay Exceptions	14	\$2
Positive Pay Stops	29	\$0
Average monthly balance		\$4,000,000



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

This Treasury Management Services Master Agreement (this "**Agreement**") is by and between People's United Bank, National Association ("**Bank**") and the customer executing this Agreement below ("**Customer**"). From time to time Customer may request and Bank may agree to provide to Customer certain Services, as defined below, offered by Bank. Bank and Customer agree that the Services provided by Bank to Customer will be governed by the terms and conditions of this Agreement and all Service Agreements entered into by Bank and Customer from time to time with respect to specific Services requested by Customer.

Customer hereby certifies that the governing body of Customer has taken all necessary actions in accordance with its governing documents and all applicable laws to appoint and authorize the individual(s) set out in TABLE 1 as the person(s) who are Customer's Authorized Officer(s) with the full power and authority to act in the name, and on behalf, of Customer with respect to this Agreement, including without limitation, the power to: (i) execute this Agreement, (ii) select treasury management Services and enter into Service Agreements, (iii) delegate their powers to one or more Administrators, including if so desired, their authority to enter into Service Agreements, and (iv) designate User(s), their transaction authority and corresponding applicable limits.

Customer further certifies that it has appointed the individual(s) named as Administrator(s) set out in TABLE 2 with the full power and authority to manage and administer Customer's receipt of Services under this Agreement or any Service Agreement identified in Exhibit A, including without limitation, the power to: (i) determine the individual Users who will be authorized to use Services on Customer's behalf, or otherwise issue instructions to Bank, (ii) establish limits on each such User's authority to access information and conduct transactions, and (iii) if so delegated by Customer, the power to execute and deliver to Bank in the name, and on behalf of Customer, any Service Agreement in connection with the receipt of Services. If Customer so designates, an Administrator may also be a User.

Customer agrees that the designated appointment(s), authorization(s), representations, warranties, and certifications will remain in effect and Bank will be able to rely on said authorization(s) until such time as Customer has notified Bank in writing and Bank has had a reasonable opportunity to act on such notice. Customer further agrees to hold Bank harmless for any losses Customer may suffer arising from Bank's relying on the appointments and authorizations set out herein.

1. Definitions.

As used in this Agreement, including any Service Agreement (unless provided otherwise), the following terms shall have the following meanings:

"Account" means one or more deposit account(s) maintained at Bank and used in connection with any Service.

"Administrator" means an individual Customer who has been granted the full power and authority by an Authorized Officer of Customer to manage and administer Customer's receipt of Services under this Agreement or any Service Agreement, as so specified in Table 2.

"Affiliate(s)" means the parent, any affiliate and any one or more direct or indirect subsidiaries of Bank or Customer and their respective successors and assigns, if applicable.

"Authorized Officer" means a person with the power and authority to enter into this Agreement and any Service Agreement in the name, and on behalf, of Customer, as so specified in Table 1. Each Authorized Officer has the authority to designate one or more Administrator(s) on behalf of Customer or otherwise delegate their authority to other individuals. If requested by Bank, in addition to completing Table 1, Customer agrees to provide Bank with satisfactory evidence of each Authorized Officer's authority. An Authorized Officer may also be an Administrator and/or User.

"Bank" means People's United Bank, National Association including its successors and assigns.

"BDAC" means Bank's Business Deposit Account Contract, as currently in effect and as may be amended from time to time.



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

2.3. Customer Designation of Administrator(s). Customer's Authorized Officer(s) (Ref Table 1) shall designate one or more Administrators for the Services (Ref Table 2). Customer authorizes its designated Administrator(s) to establish, manage, and administer one or more Services on behalf of Customer and to designate Users of the Service(s). Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by Customer's designated Administrator(s). Customer will provide reasonable prior notice of any change in its Administrator(s) to Bank and any such change shall not be effective until Bank has had a reasonable opportunity to act on such notice.

2.4. Customer To Provide Updated Notice. Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. Customer shall provide any additional information requested by Bank within five (5) Business Days of such request.

3. Treasury Management Services.

3.1 Service Selection. Upon acceptance of this Agreement by Bank, Customer may request that Bank provide it Services by submitting to Bank one or more Service Agreements acknowledged by an Authorized Officer or designated Administrator. Customer's initial selection of Services are evidenced by the Service Agreements included as addenda to this Agreement. By submitting a Service Agreement and all related documents and information Bank requires in order to properly provide the requested Service(s), Customer: (i) authorizes Bank to provide to Customer the specified Service(s) in accordance with the specifications and instructions set forth therein, and (ii) agrees to be bound by the additional terms and conditions in any such Service Agreement and related documentation. Customer represents and warrants that the Service(s) it receives pursuant to any Service Agreement will be used by Customer solely for business or commercial purposes and not for personal, family, or household purposes. Bank may make changes to this Agreement and to any Service Agreement at any time upon notice to Customer in accordance with the section of this Agreement entitled "Notice, Changes, and Amendments." Customer may begin to use a Service when Bank has approved such use and has received all required properly executed Service Agreement(s) and other forms. Bank shall have no obligation to deliver or render a Service until Bank has approved such use and received all required and properly completed and/or executed forms. Any instruction provided by Customer to Bank, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of, Service Agreement schedules, set-up forms, input forms or other documents required in connection with the Service(s). Customer's use or continued use of each such Services will be conditioned on, and subject to, Customer entering into, or completing and providing to Bank, the foregoing when Bank so requests. The effective date of the terms of a Service shall be the date upon which Bank approves Customer's use of the Service or the date on which the Service is first made available to Customer. Customer acknowledges that Bank has the right to restrict the availability of certain Services in certain market areas. In the event of a dispute between Bank and Customer regarding the Service(s) subscribed, and provided, to Customer by Bank, absent manifest error, the information contained in the books and records of Bank shall control. Customer further acknowledges that at Bank's option, Bank may engage a third-party service provider to provide some or all of the Services. Therefore, as used in this Agreement or any Service Agreement, the term "Bank" shall include any third-party service provider utilized by Bank in providing Service(s).

3.2 Online Services. Bank offers a number of Services through Bank's Website. Access and use of the Bank's Website is governed by the eTreasury+ Agreement. In order to receive certain Services through the Website, Customer may be required to execute and deliver (in addition to the eTreasury+ Agreement) Service Agreement(s) governing such Services. The eTreasury+ Agreement together with this Agreement, all applicable Service Agreements, the BDAC, and all required set-up forms, user guides and other related documentation, all as amended from time to time, represent the entire understanding of the parties with respect to accessing Bank's Website and receipt of the Services available thereon.

3.3. Agreement to Conduct Business Electronically. Customer agrees to conduct business with Bank electronically and consents to the giving and receiving of notices, instructions, including without limitation, acknowledgements, and to be contractually bound electronically or by electronic means and not in paper or non-



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

applicable law. Bank also may, at its option, include fees arising from this Agreement or from any Service Agreement in an analysis statement of Customer's Account relationship or bill Customer for any fees. If at any time there are not sufficient collected funds in any Account to cover all outstanding transactions and other payment obligations of Customer in respect to Service(s) received, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. All other account agreements and all fees and charges relating to any accounts of Customer remain applicable to the Account(s) and Bank's remedies set forth in those agreements are cumulative.

Customer also agrees to pay all sales, use, or other taxes (other than taxes based upon Bank's net income) applicable to the Service(s) provided by Bank hereunder. Bank will charge a service charge for account research requested by Customer in accordance with the published schedule of charges for such research.

4.4. Other Customer Charges. Customer shall be responsible for the costs associated with establishing and maintaining a connection between Customer's computer systems and the internet and any costs associated with transmitting data over the internet to Bank, as may be required for the performance of any Service.

5. Customer Data.

5.1. Customer Provided Data. Customer shall transmit or deliver data and other information in the format and on the media as provided for in each Service Agreement or in the applicable Service user guide or other instructions, or as otherwise required by Bank in conjunction with providing the Service(s) selected by Customer. Customer shall have the sole responsibility of ensuring the accuracy and correctness of all data so transmitted. Customer acknowledges and agrees that Bank will not be examining the data for correctness, and Bank shall not have any responsibility for detecting errors in any data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank shall not process, and Bank shall not be liable to Customer for failure to process, data if the data is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data rejected as the result of Customer's failure to provide data in accordance with the standards specified in the applicable Service Agreement, user guide(s) or other instructions.

5.2. Data Delivery Deadlines. Customer shall deliver or transmit all data or information to Bank by the deadline(s) specified in the applicable Service Agreement or as otherwise communicated to Customer from time to time. Bank shall have no obligation to process data or perform a Service if data required by Bank to provide such Service is not received by Bank by the specified deadline.

6. Customer Security Procedures.

6.1. Customer Designated Administrator and Users. Customer shall be solely responsible for the actions of its Administrator(s) in designating Users allowed to access any of the Services. User access to the Services will be controlled through the use of Service specific security procedures such as User IDs, personal identification numbers, passwords, digital certificates/signatures, or other security devices. Bank shall be entitled to rely on any written list of Users provided to Bank by Customer's Administrator(s) until a User's authorization is revoked or modified by Customer in writing and Bank has had a reasonable period of time to act on any such notice. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Bank may also accept instructions from any person if such instructions are submitted in conformity with agreed upon security procedures and Bank's only responsibility is to substantially comply with its obligations under any such security procedures. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received in conformity with agreed upon security procedures at any time or for any reason whatsoever prior to executing the instruction. Customer understands and agrees, and Customer shall advise each User that Bank may, at Bank's option, record telephone conversations regarding instructions received from Users.

6.2. Security Procedures. Customer agrees that it shall be solely responsible for ensuring compliance with any security procedures established by Bank and agreed upon by Customer in connection with the Service(s), as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has substantially complied with the security procedures. If



8. Service and Customer Transaction Limits.

Customer agrees that Bank may establish limits or restrictions on Services provided by Bank and that Bank may establish and amend those limits. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service(s), the frequency of the transactions, or any other limits or restrictions that Bank deems necessary. In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule, or order to which it is subject, Bank may, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may suspend or terminate any Service then being provided to Customer. Customer shall, upon request by Bank, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of the Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion.

Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank shall have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds any limit or restriction. Customer acknowledges and agrees that Bank shall have the right in its sole discretion to change any limit established by Bank. Customer and Bank may from time to time agree to temporary increases in Bank assigned limits for ACH, Remote Deposit Capture, or Wire Services by signing, either physically or electronically, a temporary increase approval form.

9. Financial Information and Audit.

Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with the terms of this Agreement, applicable laws and regulations, NACHA Rules (if applicable), and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with NACHA Rules and this Agreement, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at Customer's location(s) related to information technology, the Services, and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide any requested information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates the Service terms and conditions or NACHA Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service(s) and this Agreement according to the provisions hereof.

10. Notices, Changes, and Amendments.

10.1. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank from time to time. Notices and communications from Bank to the Customer regarding any Service, Service Agreement or any change to this Agreement may be made orally, in writing, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or email, or via the Website. Customer agrees that Bank's notice to any agent, signer on any Account, Administrator, or User is notice to Customer.

Customer agrees that Bank may send notifications regarding changes in the terms of this Agreement and other notifications regarding any applicable Service to Customer in electronic form, either by posting such information, disclosures, and notices at Bank's Website or by transmitting them, or notice of the availability thereof at the Website, to any email address that Customer has provided in connection with its use of any Service. Customer shall be deemed to have received electronic notices one (1) Business Day after Bank posts them at the Website or transmits them, or notice of the availability thereof at the Website, to Customer's email address, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve its email and review posted messages and information at the Website to ensure that Customer is aware of current terms, conditions, and information relating to the Services. Bank reserves the right at any time, in its

able to access Account information during such maintenance periods; however, Customer will only be able to view Customer's information. Customer will not be able to schedule payments or transfers, or change information or settings, including Users, user names, passwords, or personal identification numbers, during such maintenance periods.

- (ii) **Unscheduled Maintenance.** A Service may be unavailable when unforeseen maintenance is necessary. This can happen at any time.
- (iii) **System Outages.** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability.

13. Bank Liability.

13.1. Except to the extent required by law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. Under no circumstances shall Bank be liable for any incidental, consequential, special or punitive damages, including but not limited to attorneys' fees, even if it had been advised of the possibility of such damages. Bank's aggregate liability to Customer for all losses, damages, and expenses in connection with any single claim shall not exceed THE LESSER OF (1) CUSTOMER'S ACTUAL DAMAGES OR (2) THE TOTAL AVERAGE MONTHLY BILLING ACTUALLY PAID BY CUSTOMER AND RECEIVED BY BANK FOR THE SERVICE FOR WHICH A CLAIM IS MADE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (OR SUCH FEWER NUMBER OF PRECEDING MONTHS AS THIS AGREEMENT OR SERVICE AGREEMENT HAS BEEN IN EFFECT), WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN CUSTOMER FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THOUGH THE EXERCISE OF REASONABLE CARE, CUSTOMER REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

Bank shall have no liability or responsibility to Customer with regard to any other matter, including, without limitation, its failure to honor a transaction if an Account has insufficient available funds, its negligence, or breach of contract (unless it constitutes gross negligence or willful misconduct), any act or omission of any third party including any automated clearinghouse, any other financial institution, including a Federal Reserve Bank, SWIFT, and NACHA. Customer agrees that Bank, its employees, agents, Affiliates, attorneys, or contractors (collectively the "Bank Parties") shall not be liable for any loss, damage or injury caused by the any failure of the hardware or software utilized by a third party to provide Services to Customer. Bank shall have no liability to Customer for any nonperformance, damages, or losses due to strike, breakdowns (including mechanical and electrical), non-functioning of equipment, impossibility of performance, incompatible software or hardware, electronic data corruption, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or vendors or third-party networks, suspension in payments by another financial institution, or other causes or circumstances beyond Bank's reasonable control, sometimes known as Force Majeure.

13.2. Bank will not be liable for: (i) the failure of Customer to maintain the security of its systems or any security procedure, (ii) Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any instruction received from Customer, (iii) nonperformance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control, (iv) any cause except the gross negligence or willful misconduct of Bank, (v) acts and omissions of transferee institutions and their personnel, (vi) Bank's inability to confirm to its satisfaction the ability of any person to act on Customer's behalf, or (vii) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the Internet, or Customer's equipment.

13.3. THE BANK PARTIES WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING, ATTORNEYS' FEES, LOST EARNINGS, OR PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT ANY OF THE BANK PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES) AND INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.



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THE UNIFORM COMMERCIAL CODE. NO DESCRIPTIONS OR SPECIFICATIONS OF THE SERVICES SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

ACCOUNT BALANCES ARE SUBJECT TO CHANGE PERIODICALLY THROUGHOUT EACH BUSINESS DAY DUE TO THE TIMING OF TRANSFERS AND OTHER BANKING TRANSACTIONS. BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF ANY INFORMATION CUSTOMER RECEIVES WHEN ACCESSING INFORMATION ABOUT ITS ACCOUNT(S). BANK DOES NOT GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY SUCH INFORMATION. BANK GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE INFORMATION OR SERVICES.

16. Related Companies; Information Sharing.

16.1. Customer agrees Bank may share information with Affiliates about Accounts or Services for regulatory compliance, credit decision-making, marketing of Bank or Affiliate products and services, administrative, and other banking purposes.

16.2. In the event Customer requests Bank to provide Services to an Affiliate, Customer agrees it will, and will require its Affiliate(s) to, enter into such additional agreement(s) with Bank as Bank requests in order to insure Customer's Affiliate(s) are subject to the terms of this Agreement and that Customer shall be jointly and severally liable for such Affiliate's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds between Customer and its Affiliate(s) as may be required or permitted by any Service or requested by Customer or its Affiliate(s), and all other aspects of the performance hereby by Bank, Customer and its Affiliate(s), have been duly authorized by all necessary parties, including, without limitation, the owner of each Account. Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the applicable Service, adequate documentary evidence of such authorization from the owner of each Account, executed by the duly authorized officer(s) of each owner, and Customer further represents and warrants that each transfer or commingling of funds between Customer and its Affiliate(s) authorized hereunder are not in violation of any agreement, by law or board resolution of Customer or any of its Affiliates, nor is it in violation of any applicable federal, state, local law, regulation, or any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained in this Agreement shall be continuing and shall be deemed to be repeated upon Bank's performing each transfer and commingling of funds authorized hereunder.

17. Prohibited Transactions.

Customer agrees not to use or attempt to use any Service(s) (i) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (ii) to breach any contract or agreement by which Customer is bound, (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity and/or shut down Service(s) if Bank believes such activity violates the terms of this Agreement or any applicable law, or puts the bank at risk of loss.

18. Confidentiality.

Customer data required to be submitted to Bank pursuant to the receipt of Services will be safeguarded by Bank, and no specific data regarding Customer's business shall be released to anyone other than Customer without express written permission unless Bank shall be required to do so by governmental authority. For all purposes related to this Agreement, the parties agree that Bank's duty of care and its obligation to Customer with respect to ordinary care or maintenance of any processing or other services performed by (or records retained by) Bank shall be satisfied so long as the Bank exercises the same standard of care with respect to Customer's records as the Bank uses in connection with its own sensitive information.



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- (vi) Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Service Agreement would violate federal, state, or local laws or regulations, or would subject Bank to unacceptable risk of loss.

In the event of any termination hereunder, all fees due to Bank under this Agreement, any Service Agreement, or fee schedule, as of the time of termination, shall become immediately due and payable.

20.3. In order to protect the Customer or the Bank from financial loss, Bank may suspend or terminate Customer's access to and its ability to receive any Service at any time, effective immediately upon Bank's determination that such termination or suspension is warranted. Bank shall use reasonable efforts to give notice of any such suspension or termination to Customer promptly, and will then provide written confirmation of the suspension or termination if the initial notice of suspension or termination was not communicated in writing. If Bank suspends a Service pursuant to this provision, Customer agrees to work with Bank to alleviate the risk(s) Bank has identified.

20.4. Upon termination of any or all of the Services by Bank or Customer under this Agreement, all computer software licenses, if any, granted by Bank to Customer with respect to all terminated Services shall automatically terminate. Customer shall immediately return to Bank the original and all copies made of all computer software programs licensed by Bank to Customer and all other documentation or materials provided to Customer by Bank in connection with the terminated Service(s). All sums or fees Customer owes to Bank for any Service shall be due and payable in full immediately upon the termination of the Services.

20.5. This Agreement shall be binding upon and inure to the benefit of Bank and Customer and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Customer or Bank under this Agreement including any Service Agreements.

21. Governing Law.

This Agreement and each Service Agreement shall be construed and enforced in accordance with and governed by the laws of the state, including the Uniform Commercial Code, where the Primary Account is held by Bank, except to the extent the Federal law is controlling or provides greater rights or remedies to Bank. ACH services shall also be governed by all applicable state or federal laws, rules, and regulations affecting the use of checks, drafts, and ACH transactions, including, but not limited to, rules and procedural guidelines established by the Federal Trade Commission, the NACHA Rules and the rules of any other clearing house organization. These laws, procedures, rules, regulations, and definitions shall be incorporated in this Agreement by reference. For any dispute regarding any Service, this designation of governing law will prevail over any other designation of governing law that may be contained in other agreements or on Bank's Website applicable to the Services.

22. Compliance.

Customer shall comply with all existing and future operating procedures used by Bank for processing of transactions initiated using any Service. Customer further agrees to comply with all applicable laws, regulations, rules, and orders to which it is subject, including, without limitation, rules and regulations promulgated by any money transfer systems or clearing houses used by Bank in providing Services to Customer. It shall be the responsibility of Customer to ensure that each ACH transaction, wire transfer, Remote Deposit Capture transaction, and check conversion complies with all applicable laws, rules, and regulations. This includes, but is not limited to, the Expedited Funds Availability Act and its implementing Regulation CC, Check Clearing for the 21st Century Act, all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System and regulations and sanctions enforced by the Office of Foreign Assets Control ("OFAC"). Customer agrees that it will not transmit to, from, or on behalf of any party subject to OFAC sanctions. Customer acknowledges and agrees that Bank is subject to OFAC rules involving the movement of funds. Customer agrees to hold Bank harmless and that Bank shall have no liability to Customer or any third party for any loss, liability, or expense resulting from Bank's delay in processing a transaction due to OFAC sanctions screening. Bank undertakes no obligation to make any payment under or otherwise implement or process any instruction or transfer of funds if there is any involvement by or nexus to an OFAC sanctioned party, whether directly or indirectly. Further information regarding OFAC sanctions is available on the OFAC website.



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so as to avoid, to the extent possible, more than one simultaneous arbitration proceeding between the same Disputing Parties.

(e) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Bank agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceedings.

26. Miscellaneous Provisions.

26.1. Headings. The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

26.2. Severability. Should any provision of this Agreement, or any Addenda hereto including any Service Agreement, contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision shall be void. This Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement, or any Service Agreement, shall remain in full force and effect. Bank shall not incur any liability to Customer as a result of such violation or amendment.

26.3. Waiver. No waiver by Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

26.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assigns of the parties hereto.

26.5. Incorporation by Reference. The Master Authorization and each Service Agreement, or on-screen instructions (including the Services) which are referred to herein or, whether delivered or accessed in physical or electronic format, as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Agreement as if fully set forth herein.

26.6. Entire Agreement. This Agreement, all Service Agreements, fee schedules, user guides, and other agreements related to the Services constitute the entire agreement between the parties hereto concerning the subject matter hereof and thereof. All contemporaneous written agreements or understandings concerning the subject matter hereof are merged into this Agreement.

26.7. Transfers and Assignments. Customer cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Agreement to an Affiliate or to a third party.

26.8. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services provided under this Agreement or any Service Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third-party claim related to a Service.

26.9. Tapes and Records. All Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.



**TREASURY MANAGEMENT SERVICES
MASTER AGREEMENT**

DESIGNATIONS AND AUTHORIZATIONS:
EFFECTIVE DATE 05/18/2022

CUSTOMER INFORMATION			
Customer (Company) Name	TOWN OF WATERFORD		
Tax ID Number	06-6002121		
Address	15 ROPE FERRY RD		
City	WATERFORD	State	CT ZIP 06385
Phone	860 444-5840	Fax	860-440-0579
Email	kallen@waterfordct.org	Website	www.waterfordct.org

TABLE 1 – Authorized Officer(s)

Customer's Authorized Officer(s) with the full power and authority to act in the name, and on behalf, of Customer with respect to this Agreement each Service Addendum identified in Exhibit A, and execute and deliver additional Treasury Management Service Agreements to Bank.

Officer 1 Information	
Name (First/Mi/Last)	Abbas Danesh (Town Treasurer) DOB 07/05/1961
☒ Information already on file	
Home Address	
City	STATE ZIP
Signature	

Officer 2 Information	
Name (First/Mi/Last)	Kimberly Allen (Director of Finance) DOB 05/26/1968
☐ Information already on file	
Home Address	44 Prospect Avenue
City	Niantic STATE CT ZIP 06357
Signature	

Officer 3 Information	
Name (First/Mi/Last)	Virginia Bielucki DOB
☒ Information already on file	
Home Address	
City	STATE ZIP
Signature	

Officer 4 Information	
Name (First/Mi/Last)	DOB
☐ Information already on file	
Home Address	
City	STATE ZIP
Signature	



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Affiliates

☐ **Check Box if Applicable** – Customer wishes to enter into this Agreement with Bank and its Affiliates listed below.

If documented in TABLE 3, Customer wishes to enter into this Agreement with each of Customer's Affiliates identified below (each a "**Designated Affiliate**" and collectively "**Designated Affiliates**") each of which also wish to receive Services from Bank, then in connection with its Designated Affiliates, Customer and each of its Designated Affiliates on a joint and several basis make the following representations and warranties to, and covenants with, Bank:

- (a) All of the entities listed in Table 3 are Affiliates of Customer.
- (b) Customer is authorized on behalf of its Designated Affiliates to open Accounts and subscribe to Services with Bank in the name of, and for the benefit of, said Designated Affiliates.
- (c) Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of this Agreement, adequate documentary evidence of such authorization from each Designated Affiliate.
- (d) The officer of Customer executing this Agreement has been duly cross elected or otherwise been granted all requisite power and authority to contractually bind each Designated Affiliate.
- (e) If requested by Bank, will require its Designated Affiliates to enter into additional agreement(s) with Bank in order to insure its Designated Affiliates are subject to the terms of this Agreement and any applicable Service Agreement.
- (f) Customer and its Designated Affiliates shall be jointly and severally liable to Bank for Customer's and each Designated Affiliate's obligations under this Agreement and all Service Agreements pursuant to which Services are provided.
- (g) Any and all transfers and commingling of funds between Customer and its Designated Affiliates as may be required or permitted by this Agreement or delivery of Services or as requested by Customer or any one of its Designated Affiliates, and all other aspects of the performance by Bank, have been duly authorized by all necessary parties.
- (h) Customer further represents and warrants that each transfer or commingling of funds between Customer and its Designated Affiliates are not in violation of any agreement, by law or board resolution of Customer or any of its Designated Affiliates, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority.
- (i) Unless Bank is informed otherwise in writing, (i) each officer, employee, or other representative of Customer and its Designated Affiliates has the power and authority to issue instructions to Bank with respect to all of Customer and its Designated Affiliates, (ii) Bank shall be permitted to rely on the apparent authority of each officer, employee, or other representative of Customer and its Designated Affiliates, and (iii) Customer and its Designated Affiliates shall hold Bank harmless for acting on instructions of any such officer, employee, agent, or other representative.
- (j) Each representation and warranty set out (a) through (i) above shall be continuing and shall be deemed to be repeated to Bank each time Customer or a Designated Affiliate issues an instruction to Bank.



**TREASURY MANAGEMENT SERVICES
MASTER AGREEMENT**

EXHIBIT A

SERVICES INCLUDED WITH THIS MASTER AGREEMENT. All agreements and forms indicated for the selected services must be appended to this document as an all-inclusive package. At least one selection is required.

PRIMARY ACCOUNT NUMBER for billing of services 1377000007

SELECT APPLICABLE SERVICES AND COMPLETE APPLICABLE ADDENDA

Service Type	Service Description
☐ ACH	ACH Origination
☐ ACH DEBIT BLOCK	ACH Debit Block
☐ ACH EDI	ACH Electronic Data Interchange (EDI)
☐ ACH POS PAY	ACH Positive Pay
☐ ACH UPIC	ACH Universal Payment Identification Code (UPIC)
☐ ARPPA	Account Reconciliation and (Check) Positive Pay
☐ CASH VAULT	Cash Vault
☐ DATA EXCHANGE	Data Exchange Services
☐ eTreasury +	eTreasury + Service (Business Online Banking)
☐ ICL	Image Cash Letter Service
☐ LOAN MANAGEMENT SWEEP	Loan Management Sweep
☐ LOCKBOX	Lockbox Service – (Wholesale/Retail/eLockbox)
☒ RDC	Remote Deposit Capture Service
☐ WIRE	Wire Origination/Funds Transfer



**TREASURY MANAGEMENT SERVICES
REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM**

denominated in a currency other than U.S. dollars. When a Deposit File is submitted to Bank for processing, each Item in the Deposit File will be classified as an IRD. Each IRD will then be processed by either: (i) putting it into collection for forwarding on to the financial institution on which it was drawn or, (ii) if the IRD was drawn on Bank, debiting the maker's account with Bank.

Compliance with Laws. Customer agrees to comply with all applicable laws, rules, and regulations relating to the submission of Items in digital format to Bank, including without limitation, Check 21. As Items after conversion to an IRD may be processed as an ACH transaction through an automated clearing house, Customer further agrees that all such ACH transactions will be subject to all applicable NACHA rules and guidelines.

Creation of Deposit Files. All Deposit Files submitted to Bank must be in an agreed upon format and comply with the requirements set out in this Addendum, including any applicable schedules or user guides. A Deposit File can contain the digital image of a single Item, and there is no limitation on the number of images which can be placed in a single Deposit File. Customer can submit more than one Deposit File to Bank on a given Business Day. Bank retains the right to refuse to process a Deposit File or any Item(s) in a Deposit File if doing so would result in Bank exceeding Customer's RDC Limit.

Customer agrees to purchase, install, and maintain such hardware and software as Bank may reasonably specify from time to time for the purpose of capturing Item images and transmitting electronic deposits of Items to Bank. Customer agrees to maintain equipment and software that is compatible with Bank's System. Customer agrees to use its scanner and other equipment in a manner consistent with the terms of this Addendum. Customer shall be solely responsible for the operation, maintenance, and accuracy of all such hardware and software. Bank shall have no liability or responsibility for any theft, damage, losses, non-performance, claims, or causes of action experienced by Customer as a result of any hardware or software used in conjunction with RDC Services and Customer's sole recourse with respect to any claims relating to equipment or software shall be to the manufacturer or developer of such equipment or software.

Image Quality. Customer agrees to assure acceptable and accurate scanned images (front and back) of Items including amount and payee's indorsement. In addition, Customer agrees to place on each Item a restrictive endorsement placed on the back of the Item indicating that the Item is "for remote deposit only" or words of similar import to indicate the Item has been deposited electronically to People's United Bank and Customer will indemnify Bank for any losses Bank suffers as a result of Customer's failure to do so. Customer acknowledges that images that do not meet ANSI Specifications are not allowed to be transmitted into the check clearing system, and agrees that Bank may reject and return to Customer any and all imaged Items that fail to meet established industry standards without any liability for such rejection and/or return. It is the sole responsibility of Customer to correct and resubmit any rejected images. Customer will not submit an electronic Item with respect to any client of Customer without first being in possession of an eligible Item which is made payable to Customer.

Transmission to Bank. Customer agrees to maintain at all times sufficient standards of internet connectivity to allow for successful transmission of Deposit Files to Bank. Customer will be responsible for all Internet connectivity related costs as well as the costs of any equipment or supplies necessary to access Bank's System. Customer will be responsible for any electrical outlets, surge protectors, extension cords, splitters, or any other special equipment necessary for operating any equipment or software necessary to receive RDC Services. Bank shall have no liability or responsibility for any charges incurred by Customer resulting from changes Customer makes to its hardware or software configuration necessary to maintain a minimum standard of connectivity.

Customer agrees that the scanning and transmitting of Items does not constitute receipt by Bank. No duplicate Deposit Files or Items will be processed. Customer agrees to transmit Deposit Files to Bank as early as feasible to facilitate any necessary error resolution. All incoming Items will be processed on the same Business Day if received and acknowledged by Bank before the Cutoff Hour and once processed, provisional credit in respect of all Items will be credited to the designated Account(s). Once submitted to Bank for processing, Customer agrees it shall not attempt to recall, cancel, or otherwise delete any Item and Customer agrees to indemnify and hold Bank harmless for any losses arising from Bank's failure to act upon any reversal or cancellation instruction received from Customer.

Security Procedures and Notification. In order to submit a Deposit File to Bank via the Website, the User submitting the Deposit File must first log onto the Website in conformity with the Website's log on security procedures. Customer agrees that it will be responsible for the accuracy of all Item data contained in a Deposit File, whether or not authorized or accurate, submitted in its name via the Website. Customer acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the



**TREASURY MANAGEMENT SERVICES
REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM**

and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures.

Electronic Record Retention. Customer assumes all responsibility for the security of all Item images and electronic files and will indemnify and hold Bank harmless from any breach of security of Customer's records. Bank recommends that all electronic images and data be deleted within one (1) Business Day after transmission.

Location and notification of change. Customer will provide Bank, with not less than fifteen (15) days' prior written notice to the address below, of any change in location of Customer's scanner(s) and or software installed at Customer's site(s), or any new locations from which RDC Services will be accessed by Customer. Customer may not move scanner(s) and or software to another site without the prior written consent of Bank which consent shall not be unreasonably withheld.

People's United Bank, N.A.
Treasury Management Services
RC9487
PO Box 820
Burlington, Vermont 05402-0820

Policies, Procedures and Audit Practices. Customer agrees that it will maintain policies, procedures, security, and audit practices to ensure that Item images captured and transmitted to and through Bank meet all of the requirements of this Addendum and other applicable rules such as Check 21 and will maintain operating procedures to ensure that original Items and substitute Item images transmitted to Bank are: (i) properly endorsed, (ii) stored securely, and (iii) destroyed in a timely manner to prevent the re-presentation of an Item that a financial institution, drawee, drawer, or endorser has already paid. These procedures must be designed to ensure that original Items are not accessed by unauthorized person(s) during the destruction and disposal process and, once destroyed, the original Items are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).

Customer agrees that Bank or its representative(s) may physically visit Customer's location(s) to review agreed upon security policies and procedures prior to installing RDC Services and to perform periodic site audits of Customer, at such times as are mutually convenient for both Customer and Bank. Customer agrees to train all employees with access to the RDC Services on proper security procedures required to access Bank's System, including, without limitation, the Customer Education Document (which forms part of the Implementation Documents) in acquiring paper Items.

Daily Item Balancing. Customer agrees to verify transactions transmitted from the previous Business Day and promptly notify Bank of any error(s) discovered. Bank will make every effort to assist Customer in resolving any transmission errors.

Returned Items. Customer shall pay Bank for the amount of any returned Item or any claims for adjustments received by Bank for any Item which Bank has previously credited to Customer's Account. Such amounts shall be charged as returns to Customer's Account(s) and are immediately due and payable by Customer to Bank. Customer's obligations in this paragraph shall be in addition to any rights Bank may have under the BDAC or other applicable Bank agreement. Returned Items will appear on Customer's statements of Account activity to the extent agreed between Customer and Bank. Customer understands and agrees that a returned Item may be in the form of an electronic or paper re-production of the original Item or a substitute Item. If an Item Customer has included in a Deposit File is returned, Customer agrees not to re-deposit the original Item. Bank shall provide notice to Customer of returned Item(s) following its established procedures for the receipt of a returned Item.

Contingency Plan. Customer agrees that in the event that communications, equipment, or software outages prevent Customer from transmitting Deposit Files to Bank, Customer will make deposits of paper Items at a Bank branch location, by ATM, or by mail until such time that the outage can be identified and resolved. Customer will notify Bank immediately when such an outage occurs by calling Bank's service department at 866-831-5717 or such other number as Bank may communicate to Customer from time to time.

