

FINANCE DEPARTMENT

Memo

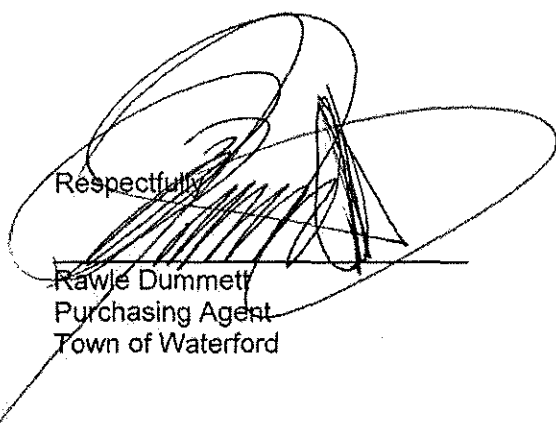
To: The Board of Selectmen
From: Rawle Dummett
CC: Kim Allen
Date: June 13, 2022
Re: Disposal of assets

The Purchasing Agent, on behalf of the Fire Department, seeks permission from the Board of Selectmen to dispose of the following assets in accordance with chapter 3.08.020 of the Ordinance.

- Asset # 101250 a 2013 SCOTT Thermal Imaging Camera

This camera no longer works and cannot be repaired by the vendor.

Respectfully,



Rawle Dummett
Purchasing Agent
Town of Waterford



Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

Director Fire Services
Michael J. Howley

Telephone: 860-440-0544
Facsimile: 860-444-5894
Cell: 860-235-0888

06/13/22

To: Rawle Dummett
Purchasing Agent
Town of Waterford

Re: Asset to destroy

Rawle, asset # 101250 a 2013 SCOTT Thermal Imaging Camera that was located at Goshen Fire / Company 3. Is to be destroyed. This unit is no longer in service and cannot be repaired by vendor.

Rawle,

Director Fire Services,
MJH
Michael J. Howley

C. C. file

FINANCE DEPARTMENT

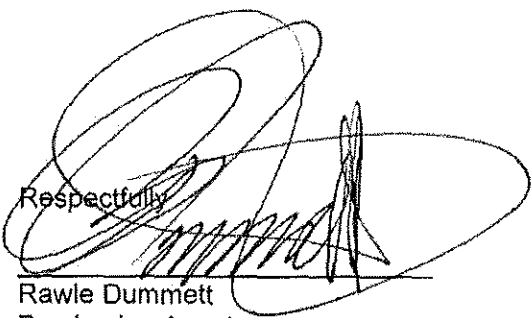
Memo

To: The Board of Selectmen
From: Rawle Dummett
CC: Kim Allen
Date: June 4, 2022
Re: *Disposal aged of assets*

The Purchasing Agent, on behalf of the Recreation and Parks Department, seeks permission from the Board of Selectmen to dispose of the following assets, in accordance with chapter 3.08.020 of the Ordinance. These items have outlived their usefulness to the town and have been replaced.

- Cross Country Trailer #9204031607
- Cross Country Trailer #9204031606

Respectfully,



Rawle Dummett
Purchasing Agent
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: May 9, 2022
TO: Board of Selectmen
FROM: Ryan McNamara, Assistant Director of Recreation & Parks
SUBJECT: Fleet Management Replacement Surplus

The Recreation and Parks Department requests your consideration for transferring the following assets to the Purchasing Agent to declare surplus in accordance with policy:

- #9204031607 Cross Country Trailer has been replaced and is located on the hill at PW
- #9204031606 Cross Country Trailer has been replaced and is located on the hill at PW

These two (2) trailers have been replaced with:

- #101832 BriMar 20' Equipment Trailer 2020
- #101831 BriMar 10' Dump Trailer 2020

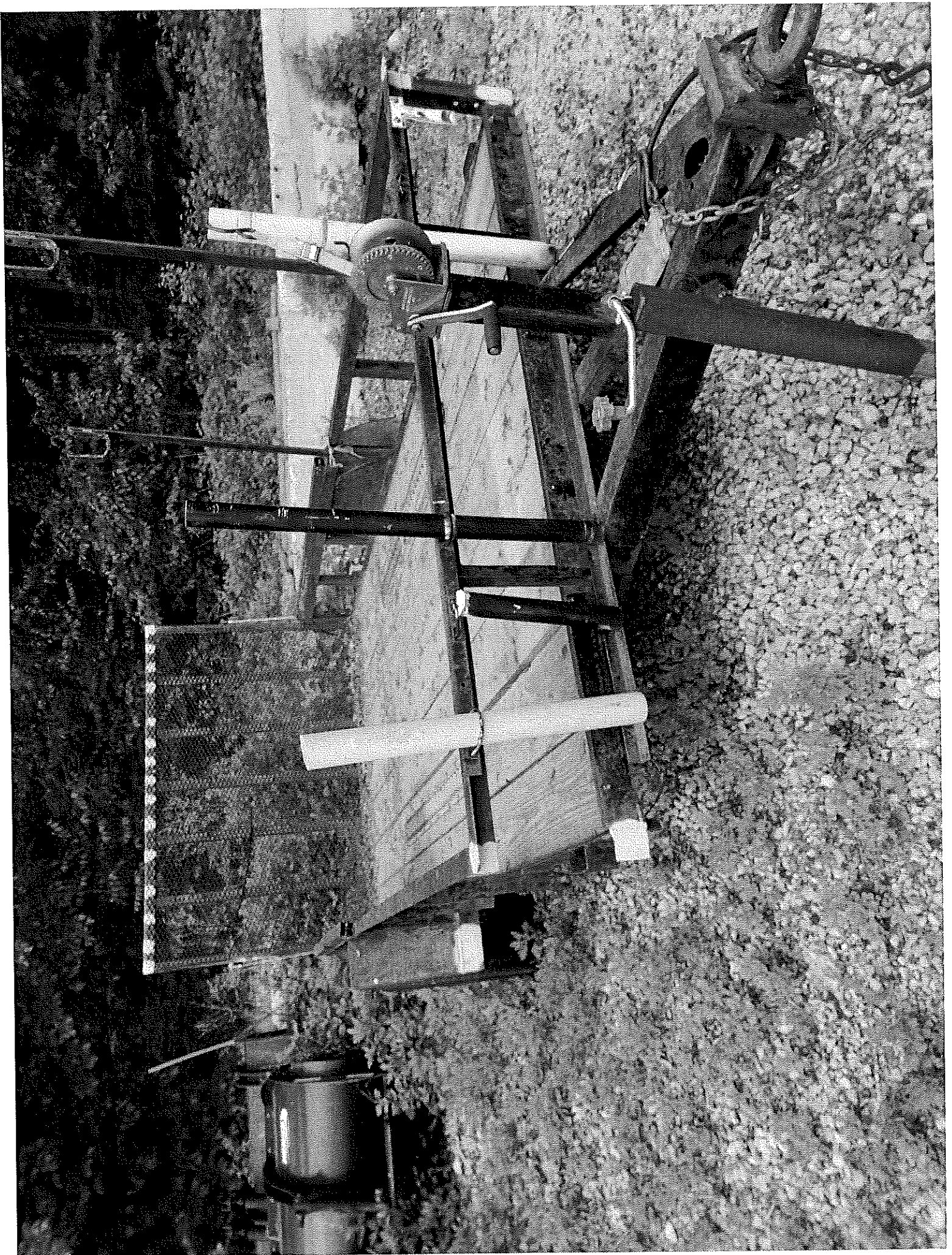
Thank you for your time and consideration.

If you have any further questions, please call.

SIGNED _____

Ryan McNamara, Assistant Director
Recreation and Parks





Finance Department

Memo

June 16, 2022

Re: – Reclamation of Town Roads

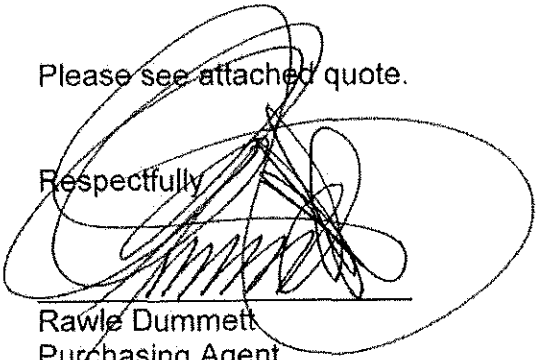
Mr. Brule:

The Purchasing Agent, on behalf of the Public Works Department, respectfully seeks a Bid Waiver for the reclamation of town roads as specified in the attachment, in accordance with The Purchasing Ordinance Section 3.08.050. Rafferty Fine Grading Inc. will be performing these services at a total cost not to exceed \$248,000.00. This is based upon last year's pricing of \$1.74 per square yard.

Funds will be available from Line Item 20511-57877 Resurface Roads, Lakes, Ponds etc.

Please see attached quote.

Respectfully

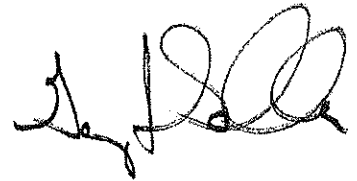


Rawle Dummett
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Rawle Dummett, Purchasing Agent
From: Gary J. Schneider, Director of Public Works
Date: June 3, 2022
Re: Reclaiming



The Department will be paving several roads (Gardiners Wood Road and portions of Lakes Pond Road, Daniels Avenue, and Butlertown Road) this fiscal year that will involve reclaiming (grinding up the entire road surface, then applying 2 courses of pavement).

At one time milling and reclaiming was on the State's DAS bidding list. DAS had removed reclaiming. We have two options, place out to bid a specification for reclaiming or accept Rafferty Fine Grading's offer to extend the price on just reclaiming for another year.

The Department knows of only two firms that have reclaiming equipment who may want bid. The risk in bidding is that the prices bid may be greater due to increased fuel and labor costs or that the firms are so busy with work that putting together the bid submittal is not worth the effort and we are left with no one to reclaim, and no projects.

Of the \$1.7 million resurfacing project, 13% had been estimated for reclaiming. The remainder is for milling and resurfacing, both on the current State Bid list. Please advise if the Department can accept the Rafferty Fine Grading offer to extend for another year their price for reclaiming at \$1.74/square yard.

See attached memo from Rafferty Fine Grading.



New England's Premiere Asphalt Recycling Company

June 1, 2022

Town of Waterford, DPW
Attn: Daniel Matheson
15 Rope Ferry Road
Waterford, CT 06385

Re: Reclamation

Dear Dan,

Rafferty Fine Grading, Inc. will extend our unit pricing for reclamation services as outlined in the attached document through December 31, 2022.

We look forward to working with you this season. Please reach out if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Rhonda L. Rafferty', is written over the word 'Regards,'.

Rhonda L. Rafferty
President

RLR/I

ITEM #	TYPE	EQUIPMENT		PRICE
<u>8</u>	FULL DEPTH RECLAMATION (RECLAIMER)	Make: <u>Wirtgen</u> Model/Series: <u>WR250</u> Designation: <u>Reclaimer</u>	Maximum Depth of Cut: <u>16</u> " Quantity Available: <u>2</u>	<u>PER HOUR</u>
D.	Hourly Reclaimer			\$588.00
I.	Night Hours - Additional:			\$48.00
J.	Saturday - Additional:			\$58.00
K.	Sunday - Additional:			\$68.00
ITEM #	TYPE	EQUIPMENT		PRICE
<u>9</u>	Vibratory Roller (10-12 Ton)	Make: <u>Hamm</u> Model/Series: <u>2420D</u>	Size: <u>12 Ton</u> Quantity Available: <u>2</u>	<u>PER HOUR</u>
D.	Hourly Roller			\$188.00
I.	Night Hours - Additional:			\$28.00
J.	Saturday - Additional:			\$38.00
K.	Sunday - Additional:			\$48.00
ITEM #	TYPE	EQUIPMENT		PRICE
<u>10</u>	Three (3) Axle Grader With Tandem Drive Axles	Make: <u>Volvo</u> <u>/ Volvo / JD / Mitsubishi</u> Model/Series: <u>720B</u> <u>/ G946 / 672GP /</u> <u>MG400</u>	Designation: <u>41,000 lbs</u> Quantity Available: <u>4</u>	<u>PER HOUR</u>
D.	Hourly Grader			\$274.00
I.	Night Hours - Additional:			\$28.00
J.	Saturday - Additional:			\$28.00
K.	Sunday - Additional:			\$38.00
ITEM #	TYPE	EQUIPMENT		PRICE
<u>11</u>	FULL DEPTH RECLAMATION COMPLETE-IN-PLACE	Make: <u>Wirtgen</u> Model/Series: <u>WR250</u> Make: <u>Volvo / Hamm</u> Model/Series: <u>720B</u> <u>/ 2420B</u>	Designation: <u>Reclaimer</u> Quantity Available: <u>2</u> Designation: <u>Grader / Roller</u> Quantity Available: <u>2 / 2</u>	<u>PER SQUARE YARD</u>
Reclamation, Grading & compaction per State of CT Reclamation Contract scope of work.				
	0.000 in. to 3.000 in.			\$1.34 \$1.12
	3.001 in. to 6.000 in.			\$1.74
	Over 6.000 in.			\$2.62
		Each MRS		
I.	A Movement, A Relocation or A Skip (501' - 2640')	\$850.00		
	A Movement, A Relocation or A Skip (2641' - 5280')	\$1,700.00		
ITEM #	TYPE OF SERVICE			PRICE
	Traffic Control & Each Trafficperson Additional Per Square Yard			<u>PER SQUARE YARD</u>
	Traffic Control Patterns - Additional			\$0.28
	Each Trafficperson Uniformed Flagger - Additional			\$0.12
	Night Hours - Additional:			\$0.16
	Saturday - Additional:			\$0.18
	Sunday - Additional:			\$0.20
<u>12</u>	APPLICATION OF CALCIUM CHLORIDE			<u>PER GALLON</u>
	Calcium Chloride by the gallon			\$1.12
	Night Hours - Additional:			\$0.06
	Saturday - Additional:			\$0.08
	Sunday - Additional:			\$0.14

FINANCE DEPARTMENT

Memo

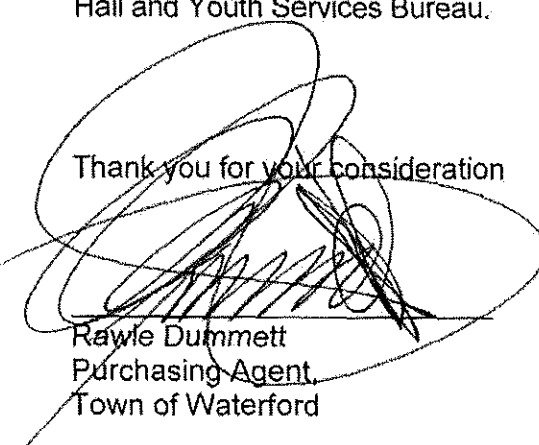
To: The Board of Selectmen
From: Rawle Dummett
Date: June 08, 2022
Re: Bid Waiver - Otis Elevator Renovations

Dear Mr. Brule;

The Purchasing Agent, on behalf of the Public Works Department, respectfully seeks a Bid Waiver for Elevator Renovations totaling \$249,965.00. This Request is in accordance with The Purchasing Ordinance Section 3.08.050. The Elevators are manufactured and maintained by Otis Elevator Company and it would be in the best interest of the town to have the Original Equipment Manufacturer contracted to carry out these renovations.

Funds shall be available from Line Item 20511-57874 Elevators Recondition Town Hall and Youth Services Bureau.

Thank you for your consideration



Rawle Dummett
Purchasing Agent
Town of Waterford

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Rawle Dummett, Purchasing Agent
From: Gary J. Schneider, Director of Public Works
Date: June 8, 2022
Re: Waiver of Bids



The Department is requesting a waiver of bids for the renovation and code compliance work on the elevators at the Town Hall and the Youth Service Bureau buildings.

Both elevator cars were manufactured by Otis Elevator Company along with the controls, wiring and related equipment. During this renovation, not all components and wiring will be replaced. It is critical that all work and components are compatible with the existing equipment. Factory trained technicians will be used having R2 licensing from State of Connecticut. The Town currently has a current service contract with Otis.

The Finance Department has determined that because of the breathe of this work, the Department of Public Works should request the Board of Selectmen to authorize a bid wavier and accept Otis Elevator Company, out of East Hartford, CT proposals to perform the work.

June 3rd, 2022

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385



**Signature
Service**

Subject: Waterford Town Hall & Youth Center MOD Pricing

Dear Paul,

Below is total MOD price.

Total- \$249,965

Thank you,

Aaron Stein
Account Manager-Hartford
203.814.2793
Aaron.Stein@Otis.com

Otis Elevator Company
M: +1 203.814.2793
Aaron.Stein@otis.com

242 Pitkin St
East Hartford, CT 06108
otis.com



**Signature
Service**

OTIS

Otis HydroAccel™ Hydraulic Control System

06/02/2022

CUSTOMER NAME

Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

LOCAL OFFICE

242 Pitkin St
East Hartford, CT 06108
CT License # 0475753

PROJECT LOCATION

Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

PROPOSAL NUMBER

QTE-000312137

We propose to furnish labor and material to provide a microprocessor-based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. The HydroAccel control system will quickly and easily improve your build's appeal by seamlessly integrating with the building's existing structure.

OPERATION**DUTY**

The present capacity and speed of the elevator will be retained.

STOPS AND OPENINGS

The present capacity and speed of the elevators will be retained.

NEW FIREFIGHTERS' EMERGENCY OPERATION (FEO)

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

MACHINE ROOM EQUIPMENT**CONTROLLER**

A microprocessor-based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

OTIS MODERNIZATION

Otis Elevator Company
O: +1 860.290.3355
M: +1 203.231.1016
danny.zhu@otis.com

242 Pitkin St
East Hartford, CT 06108
otis.com

POWER SUPPLY

The power supply of alternating current will be retained with the new equipment arranged for this power supply.

SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

POWER UNIT

SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

DOOR EQUIPMENT

CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

NEW CAR DOOR

The present car door hanger will be replaced with new.

NEW CAR DOOR TRACKS AND HANGERS

The present car door hanger will be replaced with new.

HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

HOISTWAY EQUIPMENT

HOISTWAY OPERATING DEVICES

The existing hoistway operating devices shall be retained. They shall be inspected for wear and adjustment. All parts requiring replacement shall be of the original manufacture or equal. Any adjustments required will be made.

CAR GUIDES

The existing car guides shall be retained.

HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

SPRING BUFFERS

The existing spring buffers shall be retained.

ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

FIXTURES

CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL POSITION INDICATOR

Hall position indicator shall be installed at the main fire egress landing only. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

CAB INTERIOR

The present car interior shall be retained.

ALTERNATIVES:

1. NEW HYDRAULIC CYLINDER

We propose to furnish a new hydraulic cylinder

Add to Price: \$55,000.00

Please initial here to choose this option : _____

2. NEW CAB INTERIOR

We propose to furnish a new elevator car interior of your choosing from the options provided on the attachment.

Add to Price: \$20,000.00

Please initial here to choose this option : _____

3. NEW HALL DOORS AND ENTRANCE WRAPS

We propose to furnish new hall doors and entrance wraps of your choosing from the options provided on the attachment.

Add to Price: \$15,000.00

Please initial here to choose this option : _____

OTIS MODERNIZATION

SS 6/6/2022

WORK BY OWNERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

CAR LIGHT POWER SUPPLY AND DISCONNECT

Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.



REMOTE MONITORING POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, 15 amp, single-phase power supply with fused SPST disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS

Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

INFORMATION DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

STANDBY POWER REQUIREMENTS

Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator

controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.

LIGHTING

Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75° angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole

responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

MATERIAL RESPONSIBILITY

Material delivered to the jobsite is the property of the Owner and/or Customer. Otis maintains no responsibility for this material. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page, and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will

disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit-Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

GENERAL REQUIREMENTS

FORCE MAJEURE

Otis shall not be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to: strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, pandemic, quarantine, legislation, regulation, or other act of any government or entity.

LIMITATION ON DAMAGES

Notwithstanding anything else in this agreement, in no event shall either party be liable for any indirect, incidental, collateral, special, punitive, liquidated or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise.

Neither party's liability to the other for any reason arising from this Agreement shall exceed the value of the Agreement.

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **two thousand (\$2,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits for the duration of the project in lieu of adding parties to its Commercial General liability policy, parties will be made named insureds on an Owners' and Contractor's Liability (OCPL) policy with limits of \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits, Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease, Policy Aggregate – Disease, and Excess Liability in the amount of \$10,000,000 per occurrence. Although Otis might actually maintain higher insurance limits, and might also have excess coverage, the Customer has no expectation of limits other than as set forth in this section.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the Binding Corporate Rules of its Parent Company, United Technologies Corporation (UTC). Otis may store Personal Information provided by you on servers located and accessible globally by UTC entities and their services

providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

ARBITRATION

Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount (up to 90%) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling fifty percent (50%) of contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- **SUBSTANTIAL COMPLETION/"PROGRESS PAYMENTS"**

This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The "Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within thirty (30) days of the elevator being turned over for general use.

- Final payment shall be due thirty (30) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.

• SCHEDULE OF VALUES

SCHEDULE OF VALUES		
Base Contract Amount: \$90,000 plus applicable tax		
DUE DATE	DESCRIPTION	VALUE
Upon Award	Engineering/Drawings/Mobilization 50%	\$45,000 Plus Applicable taxes
Within 30 Days After Turnover	"Initial Payment" Retention on project 50% "Retention Payment"	\$45,000 Plus Applicable taxes

DOWN PAYMENT (OPTION)

☐ DISCOUNT SCHEDULE

- Pre-Payment Discount - Otis will offer the below discount schedule for larger pre-payment amounts:
 - 75% Pre-Payment 2% discount off base bid
 - 90% Pre-Payment 3% discount off base bid

LEAD TIME AND DURATION

We anticipate approximately 12-13 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 4 weeks per car

All work will be performed during our regular working hours of our regular working days.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE \$ 90,000.00 Plus applicable taxes
Ninety Thousand Dollars

This price is based on a fifty percent (50%) downpayment in the amount of \$45,000.00.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively



referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicated

Submitted by: _____
Aaron Stein

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

- ☐ Principal, Owner or
Authorized Representative of Principal or Owner
- ☐ Agent

(Name of Principal or Owner)

OTIS MODERNIZATION

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of fifty percent (50%) shall be billed upon award. Once payment is received, the material order will be placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. We shall be paid in full for all change orders and the base contract amount up to 90% prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

OTIS

Otis HydroAccel™ Hydraulic Control System

XXXXXXXXXXXXXXXXXXXX

06/2/2022

CUSTOMER NAME

Waterford Youth Center
200 Boston Post Road
Waterford, CT 06385

LOCAL OFFICE

242 Pitkin St
East Hartford, CT 06108
CT License # 0475753

PROJECT LOCATION

Waterford Youth Center
200 Boston Post Road
Waterford, CT 06385

PROPOSAL NUMBER

QTE-000432736

We propose to furnish labor and material to provide a microprocessor-based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. The HydroAccel control system will quickly and easily improve your build's appeal by seamlessly integrating with the building's existing structure.

OPERATION

DUTY

The present capacity and speed of the elevator will be retained.

STOPS AND OPENINGS

The present capacity and speed of the elevators will be retained.

NEW FIREFIGHTERS' EMERGENCY OPERATION (FEO)

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

MACHINE ROOM EQUIPMENT

CONTROLLER

A microprocessor-based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

OTIS MODERNIZATION

Otis Elevator Company
O: +1 860.290.3355
M: +1 203.231.1016
danny.zhu@otis.com

242 Pitkin St
East Hartford, CT 06108
otis.com

POWER SUPPLY

The power supply of alternating current will be retained with the new equipment arranged for this power supply.

SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

POWER UNIT

SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

DOOR EQUIPMENT

CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

NEW CAR DOOR

The present car door hanger will be replaced with new.

NEW CAR DOOR TRACKS AND HANGERS

The present car door hanger will be replaced with new.

HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

HOISTWAY EQUIPMENT

HOISTWAY OPERATING DEVICES

The existing hoistway operating devices shall be retained. They shall be inspected for wear and adjustment. All parts requiring replacement shall be of the original manufacture or equal. Any adjustments required will be made.

CAR GUIDES

The existing car guides shall be retained.

HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

SPRING BUFFERS

The existing spring buffers shall be retained.

ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

FIXTURES

CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL POSITION INDICATOR

Hall position indicator shall be installed at the main fire egress landing only. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

CAB INTERIOR

The present car interior shall be retained.

ALTERNATIVES:

1. NEW CAB INTERIOR

We propose to furnish a new elevator car interior of your choosing from the options provided on the attachment.

Add to Price: \$20,000.00

Please initial here to choose this option : _____

2. NEW HALL DOORS AND ENTRANCE WRAPS

We propose to furnish new hall doors and entrance wraps of your choosing from the options provided on the attachment.

Add to Price: \$15,000.00

Please initial here to choose this option : _____

6/6/2022 JF

OTIS MODERNIZATION

WORK BY OWNERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

CAR LIGHT POWER SUPPLY AND DISCONNECT

Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.

REMOTE MONITORING POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, 15 amp, single-phase power supply with fused SPST disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS

Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

INFORMATION DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

STANDBY POWER REQUIREMENTS

Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.

LIGHTING

Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent

the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75° angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.

- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization then others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

MATERIAL RESPONSIBILITY

Material delivered to the jobsite is the property of the Owner and/or Customer. Otis maintains no responsibility for this material. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will

disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit-Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

GENERAL REQUIREMENTS

FORCE MAJEURE

Otis shall not be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to: strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, pandemic, quarantine, legislation, regulation, or other act of any government or entity.

LIMITATION ON DAMAGES

Notwithstanding anything else in this agreement, in no event shall either party be liable for any indirect, incidental, collateral, special, punitive, liquidated or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise.

Neither party's liability to the other for any reason arising from this Agreement shall exceed the value of the Agreement.

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **two thousand (\$2,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits for the duration of the project in lieu of adding parties to its Commercial General liability policy, parties will be made named insureds on an Owners' and Contractor's Liability (OCPL) policy with limits of \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits, Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee - Disease, Policy Aggregate - Disease, and Excess Liability in the amount of \$10,000,000 per occurrence. Although Otis might actually maintain higher insurance limits, and might also have excess coverage, the Customer has no expectation of limits other than as set forth in this section.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the Binding Corporate Rules of its Parent Company, United Technologies Corporation (UTC). Otis may store Personal Information provided by you on servers located and accessible globally by UTC entities and their services

providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

ARBITRATION

Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount (**up to 90%**) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of contract award. This amount **PLUS** a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- **SUBSTANTIAL COMPLETION/"PROGRESS PAYMENTS"**

This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The "Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within thirty (30) days of the elevator being turned over for general use.

- Final payment shall be due thirty (30) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.

• SCHEDULE OF VALUES

SCHEDULE OF VALUES		
Base Contract Amount: \$90,000 plus applicable tax		
DUE DATE	DESCRIPTION	VALUE
Upon Award	Engineering/Drawings/Mobilization 50% "Initial Payment"	\$45,000 Plus Applicable taxes
Within 30 Days After Turnover	Retention on project 50% "Retention Payment"	\$45,000 Plus Applicable taxes

DOWN PAYMENT (OPTION)

☐ DISCOUNT SCHEDULE

- **Pre-Payment Discount** - Otis will offer the below discount schedule for larger pre-payment amounts:
 - 75% Pre-Payment 2% discount off base bid
 - 90% Pre-Payment 3% discount off base bid

LEAD TIME AND DURATION

We anticipate approximately 12-13 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 4 weeks per car
 All work will be performed during our regular working hours of our regular working days.
 It is agreed that we do not assume possession or control of any part of the equipment but such
 remains yours exclusively as the owner (or lessee) thereof.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE \$ 90,000.00 Plus applicable taxes
 Ninety Thousand Dollars

This price is based on a fifty percent (50%) downpayment in the amount of \$45,000.00.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively



referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicated

Submitted by: Aaron Stein

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

- ☐ Principal, Owner or
Authorized Representative of Principal or Owner
- ☐ Agent

(Name of Principal or Owner)

OTIS MODERNIZATION

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of fifty percent (50%) shall be billed upon award. Once payment is received, the material order will be placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. We shall be paid in full for all change orders and the base contract amount up to 90% prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

VARIOUS
DEPARTMENT

YEAR-END TRANSFERS PAGE 1

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10101	52050	SERVICE CONTRACTS & REPAIRS	1,204.26	(1,359.54)	1,360		0
2	10101	52030	PROFESSIONAL FEES	26,620.00	2,391.40		(1,360)	1,031
3								-
4	10107	51210	CLERICAL & TECHNICAL	147,394.00	(23,148.38)	23,149		1
5	10107	51110	ADMINISTRATION	292,334.00	23,094.93		(20,349)	2,746
6	10107	51810	OVERTIME	2,650.00	1,800.07		(1,800)	0
7	10107	51920	FICA	36,325.00	2,242.66		(1,000)	1,243
8	10107	51010	ELECTED OFFICIALS	29,485.00				-
9								
10	10107	52040	SERVICE CONTRACTS & REPAIRS	25,314.00	(1,068.79)	1,069		0
11	10107	52030	PROFESSIONAL FEES	59,637	6,502		(1,069)	5,433
12								
13	10107	52080	TELEPHONE	14,521	(1,108)	1,108		0
14	10107	52050	DUES, CONFERENCES & EDUCATION	6,184	3,357		(1,108)	2,249
				TOTAL		26,686	(26,686)	

Explanation:

To cover year-end deficits in accounts.

Department Head

Kim Allen
Director of Finance

First Selectman

Commission/Board Approval

Date

6/13/2022
Date

Date

Date

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

VARIOUS
DEPARTMENT

YEAR-END TRANSFERS PAGE 2

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10114	52010	ADVERTISING	1,500.00	(300.00)	300		-
2	10114	52030	PROFESSIONAL FEES	3,500.00	3,500.00		(300)	3,200
3								-
4	10116	51949	OPEB TRUST CONTRIBUTION	732,600.00	(39,708.65)	39,709		0
5	10116	51940	PENSION CONTRIBUTIONS	4,366,176.00	461,501.08		(39,709)	421,792
6								-
7	10122	52300	TRAINING, EDUCATION & EMGER	2,600.00	(2,205.25)	2,206		1
8	10122	52050	DUES, CONFERENCES & EDUC	22,084.00	21,536.68		(2,206)	19,331
9								-
10								-
11								-
12								-
13								-
14								-
TOTAL						42,215	(42,215)	

Explanation:

To cover year-end deficits in accounts.

Department Head

Date

Kim Allen
Director of Finance

6/13/2022
Date

First Selectman

Date

Commission/Board Approval

Date



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND		TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP							
10101 FIRST SELECTMEN							
10101 51010	ELECTED OFFICIALS		110,837.00	101,348.15	0.00	9,488.85	91.4%
10101 51020	ELECTED SELECTMEN	0.00					
10101 51110	ADMINISTRATION	0.00	3,780.00	3,401.64	0.00	378.36	90.0%
10101 51210	CLERICAL AND TECHNICAL	0.00	71,061.00	67,632.22	0.00	3,428.78	95.2%
10101 51810	OVERTIME	0.00	75.00	0.00	0.00	75.00	.0%
10101 51920	F.I.C.A.	0.00	0.00	0.00	0.00	0.00	.0%
10101 52010	ADVERTISING	0.00	14,210.00	13,173.99	0.00	1,036.01	92.7%
10101 52020	POSTAGE	0.00	100.00	0.00	0.00	100.00	.0%
10101 52030	PROFESSIONAL FEES	0.00	100.00	42.24	0.00	57.76	42.2%
10101 52040	SERVICE CONT. AND REPAIRS	0.00	26,620.00	24,228.60	0.00	2,391.40	91.0%
10101 52050	DUES, CONFERENCES & EDUCAT	0.00	0.00	1,204.26	155.28	-1,359.54	100.0%*
10101 52070	REIMBURSABLE EXPENSES	0.00	400.00	5.00	0.00	395.00	1.3%
10101 52080	TELEPHONE	0.00	700.00	0.00	0.00	700.00	.0%
10101 53020	OTHER SUPPLIES	380.00	380.00	0.00	0.00	380.00	.0%
10101 53090	FUELS AND LUBRICANTS	0.00	150.00	103.97	0.00	46.03	69.3%
10101 53112	EMERGENCY EXPENDITURES	0.00	900.00	659.21	0.00	240.79	73.2%
10101 54010	FURNITURE	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL FIRST SELECTMEN			229,313.00	211,799.28	155.28	17,358.44	92.4%
TOTAL GENERAL FUND			229,313.00	211,799.28	155.28	17,358.44	92.4%
TOTAL EXPENSES			229,313.00	211,799.28	155.28	17,358.44	



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP TRANS/ADJSMTS

REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET % USED

10107 FINANCE

10107 51010	ELECTED OFFICIALS	29,485.00	26,547.51	0.00	2,937.49	90.0%
10107 51110	ADMINISTRATION	0.00				
10107 51210	CLERICAL AND TECHNICAL	292,334.00	269,239.07	0.00	23,094.93	92.1%
10107 51810	OVERTIME	147,394.00	170,542.38	0.00	-23,148.38	115.7%*
10107 51910	FRINGE BENEFITS	2,650.00	849.93	0.00	1,800.07	32.1%
10107 51920	F.I.C.A.	2,950.00	2,803.05	0.00	146.95	95.0%
10107 52010	ADVERTISING	36,325.00	34,082.34	0.00	2,242.66	93.8%
10107 52020	POSTAGE	500.00	0.00	0.00	500.00	.0%
10107 52030	PROFESSIONAL FEES	4,500.00	3,890.64	0.00	609.36	86.5%
10107 52040	SERVICE CONT. AND REPAIRS	60,000.00	49,390.81	3,743.79	6,503.40	89.1%
10107 52043	SERVICE CONTRACTS INFORMATION	24,997.00	26,194.46	188.33	-1,068.79	104.2%*
10107 52050	DUES, CONFERENCES & EDUCATION	0.00	0.00	0.00	0.00	.0%
10107 52070	REIMBURSABLE EXPENSES	6,184.00	2,826.54	0.00	3,357.46	45.7%
10107 52080	TELEPHONE	100.00	85.07	0.00	14.93	85.1%
10107 53010	OFFICE SUPPLIES	14,475.00	15,203.27	425.34	-1,107.61	107.6%*
10107 54010	FURNITURE	32,000.00	24,508.99	3,321.87	4,169.14	87.0%
10107 54060	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	.0%
10107 54130	COMPUTER SUPPORT SYSTEM	0.00	0.00	0.00	0.00	.0%
TOTAL FINANCE		653,894.00	626,164.06	7,679.33	20,050.61	96.9%
TOTAL GENERAL FUND		653,894.00	626,164.06	7,679.33	20,050.61	96.9%
TOTAL EXPENSES		653,894.00	626,164.06	7,679.33	20,050.61	



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJSTMS REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET % USED



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJSMTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10114 CONSERVATION COMMISSION

10114 52010	ADVERTISING	0.00	1,500.00	935.90	864.10	-300.00	120.0%*
10114 52020	POSTAGE	0.00	125.00	76.15	0.00	48.85	60.9%
10114 52030	PROFESSIONAL FEES	0.00	3,500.00	0.00	0.00	3,500.00	.0%
10114 52031	PLANNING SERVICES	0.00	12,000.00	0.00	12,000.00	0.00	100.0%
10114 52050	DUES, CONFERENCES & EDUCAT	0.00	600.00	275.00	0.00	325.00	45.8%
10114 52060	PRINTING	0.00	25.00	0.00	0.00	25.00	.0%
10114 53020	OTHER SUPPLIES	0.00	500.00	0.00	0.00	500.00	.0%
TOTAL CONSERVATION COMMISSION		0.00	18,250.00	1,287.05	12,864.10	4,098.85	77.5%
TOTAL GENERAL FUND		0.00	18,250.00	1,287.05	12,864.10	4,098.85	77.5%
TOTAL EXPENSES		0.00	18,250.00	1,287.05	12,864.10	4,098.85	



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kallen YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP TRANS/ADJSMTS

		REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10116 RETIREMENT COMMISSION						
10116 51930	HEART AND HYPERTENSION					
	181,448.00	181,448.00	164,460.85	0.00	16,987.15	90.6%
10116 51940	PENSION CONTRIBUTIONS					
	4,348,776.00	4,366,176.00	3,904,674.92	0.00	461,501.08	89.4%
10116 51945	RETIREE HEALTH BENEFITS					
	402,682.00	402,682.00	366,902.50	735.50	35,044.00	91.3%
10116 51949	OPEB TRUST FUND CONTRIBUTION					
	750,000.00	732,600.00	772,308.65	0.00	-39,708.65	105.4%*
TOTAL RETIREMENT COMMISSION		5,682,906.00	5,208,346.92	735.50	473,823.58	91.7%
TOTAL GENERAL FUND						
	5,682,906.00	5,682,906.00	5,208,346.92	735.50	473,823.58	91.7%
TOTAL EXPENSES		5,682,906.00	5,208,346.92	735.50	473,823.58	



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND		TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP							
10122 EMERGENCY MANAGEMENT							
10122 51110	ADMINISTRATION	0.00	75,189.00	73,168.70	0.00	2,020.30	97.3%
10122 51210	CLERICAL AND TECHNICAL						
	-10,000.00		4,256.00	2,898.22	0.00	1,357.78	68.1%
10122 51240	DISPATCH EDUCATION INCENTIVE						
	0.00		2,300.00	0.00	0.00	2,300.00	.0%
10122 51440	DISPATCH PERSONNEL						
	0.00		647,530.00	558,120.87	0.00	89,409.13	86.2%
10122 51810	DISPATCH OVERTIME						
	0.00		131,668.00	129,656.48	0.00	2,011.52	98.5%
10122 51823	EMERGENCY PERSONNEL						
	0.00		1,800.00	0.00	0.00	1,800.00	.0%
10122 51830	TRAINING & EDUCATION						
	0.00		7,080.00	1,696.44	0.00	5,383.56	24.0%
10122 51920	F.I.C.A.						
	0.00		68,198.00	55,436.48	0.00	12,761.52	81.3%
10122 52010	ADVERTISING						
	0.00		200.00	0.00	0.00	200.00	.0%
10122 52020	POSTAGE						
	0.00		1,000.00	7.04	0.00	992.96	.7%
10122 52030	PROFESSIONAL FEES						
	0.00		1,000.00	207.00	0.00	793.00	20.7%
10122 52040	SERVICE CONT. AND REPAIRS						
	0.00		43,920.00	13,218.86	5,644.89	25,056.25	43.0%
10122 52050	DUES, CONFERENCES & EDUCATION						
	0.00		22,084.00	547.32	0.00	21,536.68	2.5%
10122 52060	PRINTING						
	0.00		200.00	28.50	0.00	171.50	14.3%
10122 52070	REIMBURSABLE EXPENSES						
	0.00		0.00	0.00	0.00	0.00	.0%
10122 52080	TELEPHONE						
	0.00		28,368.00	19,408.48	4.45	8,955.07	68.4%
10122 52100	ELECTRICITY						
	0.00		0.00	0.00	0.00	0.00	.0%
10122 52300	TRAINING, EDUCATION & EMERG						
	0.00		2,600.00	4,805.25	0.00	-2,205.25	184.8%*
10122 52370	DISPATCH CLOTHING ALLOWANCE						
	0.00		3,760.00	323.00	3,428.50	8.50	99.8%
10122 52415	GENERATOR MAINTENANCE						
	0.00		6,200.00	0.00	0.00	6,200.00	.0%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10122 53010	OFFICE SUPPLIES	250.00	0.00	0.00	250.00	.0%
10122 53020	250.00 OTHER SUPPLIES					
10122 53020	1,030.00 OTHER SUPPLIES	1,030.00	470.36	0.00	559.64	45.7%
10122 53020	1,030.00 FUELS AND LUBRICANTS	1,030.00	342.16	0.00	687.84	33.2%
10122 53120	600.00 SHELTER SUPPLIES	600.00	47.75	0.00	552.25	8.0%
10122 53130	400.00 RADIOLOGICAL SUPPLIES	400.00	0.00	0.00	400.00	.0%
10122 54120	2,000.00 DISPATCH CENTER EQUIPMENT	2,000.00	0.00	0.00	2,000.00	.0%
10122 54150	1.00 SURPLUS EQUIPMENT	1.00	0.00	0.00	1.00	.0%
10122 54190	1.00 EMERGENCY EQUIPMENT	1.00	0.00	0.00	1.00	.0%
TOTAL EMERGENCY MANAGEMENT	-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	82.6%
TOTAL GENERAL FUND	-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	82.6%
TOTAL EXPENSES	-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Emergency Management
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10122	51440	Dispatch Personnel	\$ 647,530	\$ 89,409		(4,030.00)	\$ 85,379
2	10122	51110	Administration	\$ 75,189	2,020.30	4,030.00		\$ 6,050
3	10122	51440	Dispatch Personnel	\$ 647,530	\$ 85,379		(10,000.00)	\$ 75,379
4	10122	51810	Overtime	\$ 131,668	\$ 2,012	10,000.00		\$ 12,012
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						14,030.00	(14,030.00)	

Explanation:

The department was short one fulltime dispatcher for a portion of the fiscal year resulting in a surplus in 51440. Overtime costs (51810) increased as a result of the vacancy and also due to an extended medical leaves of a two fulltime dispatchers. Admin. wages (51110) is over budget as the union contract with the town was unsettled and the eventual increase was not budgeted.

Steven Sinagra
Department Head

Kim Allen
Director of Finance

First Selectman

Commission/Board Approval

June 10, 2022

Date

6/13/22
Date

Date

Date



06/13/2022 11:45
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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJSTMS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10122 EMERGENCY MANAGEMENT

10122 51110	ADMINISTRATION	0.00	75,189.00	73,168.70	0.00	2,020.30	97.3%
10122 51210	CLERICAL AND TECHNICAL						
	-10,000.00		4,256.00	2,898.22	0.00	1,357.78	68.1%
10122 51240	DISPATCH EDUCATION INCENTIVE						
	0.00		2,300.00	0.00	0.00	2,300.00	.0%
10122 51440	DISPATCH PERSONNEL						
	0.00		647,530.00	558,120.87	0.00	89,409.13	86.2%
10122 51810	DISPATCH OVERTIME						
	0.00		131,668.00	129,656.48	0.00	2,011.52	98.5%
10122 51823	EMERGENCY PERSONNEL						
	0.00		1,800.00	0.00	0.00	1,800.00	.0%
10122 51830	TRAINING & EDUCATION						
	0.00		7,080.00	1,696.44	0.00	5,383.56	24.0%
10122 51920	F.I.C.A.						
	0.00		68,198.00	55,436.48	0.00	12,761.52	81.3%
10122 52010	ADVERTISING						
	0.00		200.00	0.00	0.00	200.00	.0%
10122 52020	POSTAGE						
	0.00		1,000.00	7.04	0.00	992.96	.7%
10122 52030	PROFESSIONAL FEES						
	0.00		1,000.00	207.00	0.00	793.00	20.7%
10122 52040	SERVICE CONT. AND REPAIRS						
	0.00		43,920.00	13,218.86	5,644.89	25,056.25	43.0%
10122 52050	DUES, CONFERENCES & EDUCATION						
	0.00		22,084.00	547.32	0.00	21,536.68	2.5%
10122 52060	PRINTING						
	0.00		200.00	28.50	0.00	171.50	14.3%
10122 52070	REIMBURSABLE EXPENSES						
	0.00		0.00	0.00	0.00	0.00	.0%
10122 52080	TELEPHONE						
	0.00		28,368.00	19,408.48	4.45	8,955.07	68.4%
10122 52100	ELECTRICITY						
	0.00		0.00	0.00	0.00	0.00	.0%
10122 52300	TRAINING, EDUCATION & EMERG						
	0.00		2,600.00	4,805.25	0.00	-2,205.25	184.8%*
10122 52370	DISPATCH CLOTHING ALLOWANCE						
	0.00		3,760.00	323.00	3,428.50	8.50	99.8%
10122 52415	GENERATOR MAINTENANCE						
	0.00		6,200.00	0.00	0.00	6,200.00	.0%

06/13/2022 11:45
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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJSMTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10122_53010	OFFICE SUPPLIES	0.00	250.00	0.00	0.00	250.00	.0%
10122_53020	OTHER SUPPLIES	0.00	1,030.00	470.36	0.00	559.64	45.7%
10122_53090	FUELS AND LUBRICANTS	0.00	1,030.00	342.16	0.00	687.84	33.2%
10122_53120	SHELTER SUPPLIES	0.00	600.00	47.75	0.00	552.25	8.0%
10122_53130	RADIOLOGICAL SUPPLIES	0.00	400.00	0.00	0.00	400.00	.0%
10122_54120	DISPATCH CENTER EQUIPMENT	0.00	2,000.00	0.00	0.00	2,000.00	.0%
10122_54150	SURPLUS EQUIPMENT	0.00	1.00	0.00	0.00	1.00	.0%
10122_54190	EMERGENCY EQUIPMENT	0.00	1.00	0.00	0.00	1.00	.0%
TOTAL EMERGENCY MANAGEMENT		-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	82.6%
TOTAL GENERAL FUND		-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	82.6%
TOTAL EXPENSES		-10,000.00	1,052,665.00	860,382.91	9,077.84	183,204.25	

TOWN OF WATERFORD

TRANSFER REQUEST FORM

Out of Series Transfer Request

RECREATION & PARK
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10137	53080	MAINTENANCE OF VEHICLES	20,750.00	(9,943.65)	1,500		(8,444)
2	10137	51620	RECREATION PROGRAMS	342,991.00	32,480.66		(1,500)	30,981
3								0
4								0
5								0
6								0
7								0
8								0
9								0
10								0
								0
								0
TOTAL						1,500	(1,500)	

Explanation

Brian Flaherty
Department Head

6/9/2022
Date

Kim Allen
Director of Finance

6/10/2022
Date

First Selectman

Date

Commission/Board Approval

Date

06/10/2022 09:05
Kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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glytdbud

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

% USED

TRANS/ADJMENTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

10137 RECREATION AND PARKS

10137 51110 ADMINISTRATION

193,599.00 0.00 193,599.00 183,865.32 0.00 9,733.68 95.0%

10137 51210 CLERICAL AND TECHNICAL

88,917.00 0.00 88,917.00 83,491.40 0.00 5,425.60 93.9%

10137 51220 CUSTODIAL

19,762.00 0.00 19,762.00 18,269.81 0.00 1,492.19 92.4%

10137 51450 EXTRA DUTY

0.00 0.00 0.00 0.00 0.00 0.00 .0%

10137 51451 EXTRA DUTY REGULAR WAGES

0.00 0.00 0.00 0.00 0.00 0.00 .0%

10137 51610 PARKS MAINTENANCE

383,325.00 0.00 383,325.00 358,831.42 0.00 24,493.58 93.6%

10137 51620 RECREATION PROGRAMS

342,991.00 0.00 342,991.00 310,510.34 0.00 32,480.66 90.5%

10137 51630 SUMMER JOBS FOR MINORS

0.00 0.00 0.00 0.00 0.00 0.00 .0%

10137 51810 OVERTIME

20,376.00 0.00 20,376.00 21,795.81 0.00 -1,419.81 107.0%*

10137 51910 FRINGE BENEFITS

8,171.00 0.00 8,171.00 7,468.59 0.00 702.41 91.4%

10137 51920 F.I.C.A.

80,871.00 0.00 80,871.00 72,135.82 0.00 8,735.18 89.2%

10137 52010 ADVERTISING

2,760.00 0.00 2,760.00 0.00 0.00 2,760.00 .0%

10137 52020 POSTAGE

6,100.00 700.00 6,800.00 6,438.63 0.00 361.37 94.7%

10137 52040 SERVICE CONT. AND REPAIRS

36,606.00 1,000.00 37,606.00 36,807.23 42.81 755.96 98.0%

10137 52050 DUES, CONFERENCES & EDUCATION

3,650.00 0.00 3,650.00 1,625.00 0.00 2,025.00 44.5%

10137 52060 PRINTING

0.00 0.00 0.00 0.00 0.00 0.00 .0%

10137 52070 REIMBURSABLE EXPENSES

150.00 0.00 150.00 0.00 0.00 150.00 .0%

10137 52080 TELEPHONE

2,848.00 0.00 2,848.00 2,459.30 163.07 225.63 92.1%

10137 52090 HEATING FUEL

0.00 0.00 6,691.00 2,690.20 0.00 4,000.80 40.2%

10137 52100 ELECTRICITY

0.00 11,163.00 11,163.00 1,575.49 0.00 9,587.51 14.1%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10137 52110	WATER					
10137 52120	0.00 SEWER	4,420.00	2,519.91	0.00	1,900.09	57.0%
10137 52206	0.00	2,775.00	1,553.00	0.00	1,212.00	56.3%
10137 52380	XFER TO COMMUNITY EVENTS FUND	0.00	4,750.00	0.00	0.00	100.0%
10137 52390	PROGRAMS	-1,700.00	26,436.70	217.33	14,032.97	65.5%
10137 52420	CO-SPONSORED PROGRAMS	0.00	29,606.00	0.00	9,688.00	75.3%
10137 53010	MAINTENANCE OF PROPERTY	81,286.00	85,745.35	11,680.72	-16,140.07	119.9%*
10137 53020	OFFICE SUPPLIES	1,000.00	2,288.70	0.00	74.30	96.9%
10137 53080	OTHER SUPPLIES	-1,000.00	30,500.52	0.00	-864.52	102.9%*
10137 53090	MAINTENANCE VEHICLES	0.00	30,693.65	0.00	-9,943.65	147.9%*
10137 54020	FUELS AND LUBRICANTS	0.00	13,003.31	0.00	-310.31	102.4%*
	EQUIPMENT	0.00	0.00	0.00	1,825.00	.0%
	TOTAL RECREATION AND PARKS	0.00	1,335,071.50	12,103.93	102,983.57	92.9%
	TOTAL GENERAL FUND	0.00	1,335,071.50	12,103.93	102,983.57	92.9%
	TOTAL EXPENSES	0.00	1,335,071.50	12,103.93	102,983.57	

TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

REC & PARK
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10137	53080	MAINTENANCE OF VEHICLES	20,750.00	(9,943.65)	3,500		(6,444)
2	10137	51620	RECREATION PROGRAMS	342,991.00	36,779.77		(3,500)	33,280
3								0
4								0
5								0
6								0
7								0
8								0
9								0
10								0
								0
								0
TOTAL						3,500	(3,500)	

Explanation

Funds are available in 51620 due to programs that were cancelled or reduced due to COVID.

The shortage in 53080 was due to unexpected vehicle repairs.

Brian Flaherty
Department Head

6/3/2022
Date

Kim Allen
Director of Finance

6/6/2022
Date

First Selectman

Date

Commission/Board Approval

Date

06/06/2022 09:29
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

P 2
glytdbud

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJSTMS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10137 52110	WATER							
10137 52120	SEWER	4,420.00	4,420.00	2,519.91	0.00	1,900.09	57.0%	
10137 52206	TRANSFER TO WATERFORD WEEK FUN	2,775.00	2,775.00	1,563.00	0.00	1,212.00	56.3%	
10137 52380	PROGRAMS	0.00	4,750.00	4,750.00	0.00	0.00	100.0%	
10137 52390	CO-SPONSORED PROGRAMS	-1,700.00	40,687.00	26,436.70	217.33	14,032.97	65.5%	
10137 52420	MAINTENANCE OF PROPERTY	0.00	39,294.00	29,606.00	0.00	9,688.00	75.3%	
10137 53010	OFFICE SUPPLIES	-25,049.00	81,286.00	85,745.35	11,580.72	-16,140.07	119.9%*	
10137 53020	OTHER SUPPLIES	1,000.00	2,363.00	2,288.70	0.00	74.30	96.9%	
10137 53080	MAINTENANCE VEHICLES	-1,000.00	29,636.00	30,500.52	0.00	-864.52	102.9%*	
10137 53090	FUELS AND LUBRICANTS	0.00	20,750.00	30,693.65	0.00	-9,943.65	147.9%*	
10137 54020	EQUIPMENT	0.00	12,693.00	11,794.02	0.00	898.98	92.9%	
		0.00	1,825.00	0.00	0.00	1,825.00	.0%	
TOTAL RECREATION AND PARKS		0.00	1,450,159.00	1,314,006.06	12,103.93	124,049.01	91.4%	
TOTAL GENERAL FUND		0.00	1,450,159.00	1,314,006.06	12,103.93	124,049.01	91.4%	
TOTAL EXPENSES		0.00	1,450,159.00	1,314,006.06	12,103.93	124,049.01		

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Library _____
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10136	51210	Clerical & Technical	\$ 690,286	\$ 83,723		(2,621.00)	\$ 81,102
2	10136	51910	Fringe Benefits	\$ -	\$ (2,621)	2,621.00		\$ -
3								\$ -
4								\$ -
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						2,621.00	(2,621.00)	

Explanation:

Funds needed to cover unbudgeted payout to HRA for MP employee, according to the Library Personnel Manual's Terms & Conditions of Employment for sick leave (see attached). The hours in excess of the maximum allowed shall be deposited in an HRA account. In this employee's case the hours over maximum are 69.25 x \$37.84 (hourly rate) = \$2,620.42.

Oliver M. Jr.
Department Head

Kim Allen
Director of Finance

3-Jun-22
Date

6/8/22
Date

First Selectman

Date

Blanket approved - minutes attached
Commission/Board Approval

Date



06/08/2022 08:28
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

P
glytdbud

FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP TRANS/ADJSTMS

	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10136 WATERFORD PUBLIC LIBRARY					
10136 51110 ADMINISTRATION	92,379.00	87,581.25	0.00	4,797.75	94.8%
10136 51210 CLERICAL AND TECHNICAL	690,286.00	625,451.70	0.00	64,834.30	90.6%
10136 51220 CUSTODIAL	88,138.00	75,157.72	0.00	10,760.28	87.5%
10136 51810 OVERTIME	6,075.00	6,215.12	0.00	79.88	98.7%
10136 51910 FRINGE BENEFITS	0.00	2,620.42	0.00	-2,620.42	100.0%*
10136 51920 F.I.C.A.	67,082.00	57,976.33	0.00	9,105.67	86.4%
10136 52010 ADVERTISING	0.00	0.00	0.00	0.00	.0%
10136 52020 POSTAGE	325.00	297.95	0.00	62.05	82.8%
10136 52040 SERVICE CONT. AND REPAIRS	700.00	2,160.00	0.00	465.00	82.3%
10136 52070 REIMBURSABLE EXPENSES	690.00	529.71	0.00	200.29	72.6%
10136 52090 FUEL OIL	0.00	0.00	0.00	0.00	.0%
10136 52100 ELECTRICITY	0.00	0.00	0.00	0.00	.0%
10136 52110 WATER	0.00	0.00	0.00	0.00	.0%
10136 52120 SEWER	0.00	0.00	0.00	0.00	.0%
10136 53010 OFFICE SUPPLIES	4,000.00	3,997.27	0.00	2.73	99.9%
10136 53020 OTHER SUPPLIES	4,800.00	1,871.26	914.37	2,014.37	58.0%
10136 54160 BOOKS AND RELATED MATERIAL	45,000.00	44,999.25	0.00	0.75	100.0%
TOTAL WATERFORD PUBLIC LIBRARY	999,475.00	908,857.98	914.37	89,702.65	91.0%
TOTAL GENERAL FUND	999,475.00	908,857.98	914.37	89,702.65	91.0%
TOTAL EXPENSES	999,475.00	908,857.98	914.37	89,702.65	

4 SICK LEAVE

Sick leave with pay shall be granted for personal illness to all full-time management-professional (MP) and administrative-support (AS) and technical-craft (TC) employees at the rate of one and one-quarter (1.25) days per month, or fifteen (15) days annually.

Sick leave for part-time employees will be administered in accordance with Connecticut Statutes, Public Act 11-52.

FULL TIME MANAGEMENT PROFESSIONAL EMPLOYEES (MP)

MP employees hired before October 6, 2014 may accumulate a maximum of one hundred and seventy-five (175) days.

MP employees hired after October 6, 2014 may accumulate a maximum of one hundred and twenty (120) days.

* Annually, in the month of the employee's service anniversary with the Library, all sick leave in excess of the maximum accrual allowed shall be deposited in an HRA account.

Upon death or termination of employment for any reason, a full-time employee of the Library or her/his estate shall be paid accumulated sick leave in accordance with RTM approved policy then in effect for this class of town employee.

Effective January 1, 2013:

Upon death or termination of employment for any reason, a full-time employee or her/his estate shall be paid:

- Fifty percent (50%) of her/his accumulated sick leave for days one (1) through thirty (30)
- Seventy-five percent (75%) of her/his accumulated sick leave for days thirty one (31) through one hundred (100)
- One hundred percent (100%) of her/his accumulated sick leaves for days one hundred and one (101) through days one hundred and seventy-five (175) maximum

Provided s/he has accumulated a minimum of thirty (30) sick days.

FULL TIME ADMINISTRATIVE-SUPPORT (AS) AND TECHNICAL CRAFT EMPLOYEES (TC)

AS and TC employees may accumulate a maximum of one hundred and forty (140) days.

Any sick leave earned in excess of the maximum one hundred forty (140) days, on the employee's anniversary month of hire, will be paid to the employee at a rate of one (1) day's pay at the standard regular time amount, for every five (5) days excess accumulation. The maximum amount to be paid in any one anniversary year would be three (3) days

Upon death or termination of employment for any reason, a full-time employee of the Library or her/his beneficiary shall be paid accumulated sick leave in accordance with RTM approved policy then in effect for this class of town employee.

Effective July 1, 2015:

For employees hired on or before July 1, 2015 upon death or termination, an employee and/or her/his beneficiary shall be paid:

- Fifty percent (50%) of her/his accumulated sick leave up to day seventy-five (75)
- Seventy-five percent (75%) of her/his accumulated sick leave for days seventy-six (76) through one hundred (100)
- One hundred percent (100%) for days one hundred and one (101) through one hundred and forty (140) maximum

Board of Trustees Minutes for meeting on March 8, 2022

1. President Rosenberg called the meeting to order at 6:01pm.
Trustees Present: L. Couture, N. Dragoli, C. Giordano, J. Lehet, J. Merrill, B. Pisacich, G. Ritter, and A. Robarge. E. Boyce, J. Mullen, and M. Wagner, attended via Zoom.
Also present C. Johnson, Director.
2. Consent Agenda
Motion to approve the consent agenda, including minutes, treasurer's report and financial report for the meeting of January 11, 2022. Moved by Merrill, 2nd A. Robarge. Motion carried.
3. President's Report
Aaron Rosenberg spoke to the board on literary censorship. How do we as a library deal with this current issue while exercising responsible collection development practices.
4. Committee Reports
Finance: B. Pisacich reported that the Finance committee met with Future Benefits on 2/16/2022. Discussed the objectives of the meeting:
Keep overall portfolio costs down
Better /more timely review of the portfolio
Committee discussed updating the Investment Policy. While meeting with Future Benefits it was suggested that we look at selling the Intermediate Bond portion of the portfolio due to the rising interest rates.
Motion to accept changes to the Investment Policy: Moved by B Pisacich, 2nd G. Ritter. Motion Passed.

Fundraising: Committee reported that the annual Fund Drive gross income is at \$26,032.56 (up \$2,381.89 from January 2022). Total expenses to date are \$1,352. The Committee is looking into asking local businesses about donating to the library – in return for acknowledgement via the Library's e-news, social media, and website.

Property: HVAC project is on hold as we are waiting for Eversource to bring the gas lines to the Library. The Waterford Duck Pond project is looking to be a 3-5 year project – depending on funding. The improvements to the library property are in the final stage of the project.
5. Director's Report
Director reported that a new revised budget (no increase/flat) that was submitted to the town, was approved by the Board of Selectmen & the Board of Finance. Library is scheduled for March 21 to go in front of the Board of Finance for approval on the final portion of the funding for the HVAC project.
Quotes for the new carpets for the mezzanine are starting to come in.
Roof over Children's activity room is still leaking.
Masks are now optional within the Library.
Library is back doing indoor adult programs.
\$10,000 ALA/NEH/ARP Humanities Grant to support youth summer reading programs was received
Library is hosting Youth & Family Services regional panel discussion on Fentanyl on March 29.
The two open job positions have been filled and new employees will be starting soon.

6. Old Business

May 3: Re-Instating overdue fines – tabled for May meeting.

7. New Business

Proposal to allow the Library Director able to request Town budget transfers without Board approval. Director will report on any transfers at the following Board meeting. *Motion made by President Rosenberg. Moved by B. Pisacich, 2nd by J. Merrill. Motion passed.*

To the Library Meeting Room Use Policy discussed. Looking to update the term "Group" – which implies 3 or more people – to maybe allowing 1 or 2 people that have a need for the room to use it. Will be discussed in more detail at next meeting.

8. Adjournment

Motion to adjourn at 7:25pm. Motion by B. Pisacich, 2nd by G. Ritter. Motion carried.

Respectfully submitted,

Lee J. Couture, Secretary

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

Waterford Youth and Family Services

To: Board of Selectmen

From: Dani Gorman

Re: Re-Appointments to the Youth & Family Services Advisory Committee

Date: June 9, 2022

I respectfully request to be placed on the agenda of an upcoming Board of Selectmen meeting so the consideration be given to the following re-appointments to the Youth and Family Service Advisory Committee:

Michael Buscetto III – Chairman
207 Great Neck Road
Waterford, CT 06385

Erin McNamara – Board Member
25 Tiffany Avenue
Waterford, CT 06385

3 appointments are pending and will be filled at the beginning of the school year.