

UTILITY COMMUNICATIONS, INC.

920 Sherman Avenue • Hamden, Connecticut • 06514
Phone: (203)287-1306 (800)443-1306 Fax: (203)248-9167

AGREEMENT

THIS AGREEMENT dated the 19th day of January 2017, by and between the Town of Canton, a municipal corporation in the State of Connecticut, hereinafter referred to as the "Town", acting herein by Leslee Hill, its First Selectman, hereunto duly authorized, and Utility Communications, Inc., 920 Sherman Avenue, Hamden, CT 06514, hereinafter referred to as the "Contractor", acting herein by Stephanie D. Seymour, Utility Communications Account Executive, duly authorized.

WITNESSETH

WHEREAS, the Contractor and the Town have completed negotiations and drafted this Agreement; and

WHEREAS, the Town has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in the Contractor's Proposal, attached hereto as Exhibit A and incorporated herein. The Contractor agrees to comply with all laws, ordinances, rules and regulations of Federal, State and Municipal authorities and departments, relating to, or affecting, the work hereunder, or any part thereof to give all requisite notices to proper authorities, and to pay all proper and legal fees and charges thereof, without requiring reimbursement from the Town.
2. **CT STATE BID CONTRACT NUMBERS.** The contractor holds two (2) CT State Bid Contract Numbers for the radio equipment, accessories and services found in the radio proposal. Bid Number 14PSX0073 which covers the radio equipment and services and Bid Number 16PSX0049 which covers radio parts/accessories and installation equipment suppliers.
3. **COMPENSATION.** The Town shall pay as compensation to the Contractor for all of the goods and services set forth in Paragraph 1 of this Agreement the sum of **Thirty-nine thousand, seven hundred and nine dollars and sixty-three cents.**

The Town shall pay the Contractor the total contract sum, subject to additions and deductions consistent with approved change orders. The total contract sum of \$39,709.63 does not include a performance bond or cost of permits if any are required by the Town of Canton.

Modifications to the following payment terms must be negotiated and accepted in writing. Payment terms will be made according to the following schedule:

- a) 25% of the contract price to be paid upon execution of this Agreement;
- b) 50% of the contract price to be paid upon delivery of specified equipment; *Attached hereto as Exhibit A R15*
- c) 15% of the contract price to be paid upon programming and installation of the specified equipment; and
- d) 10% of the contract price to be paid upon final acceptance of the specified equipment as set forth below.

Upon receipt of the final application for payment, the Contractor shall also submit to the Town data establishing its satisfactory completion of all obligations under the contract. The Town will inspect the work and if it has been completed in accordance with the terms and conditions of this Agreement, then the entire balance shall become due and payable and any mechanics liens shall be released.

- 4. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** Upon execution of this Agreement, the Contractor shall submit to the Town a schedule of work progress, to be agreed upon by the Contractor and the Town. This schedule shall also be used as a basis for the Contractor's applications for payment, consistent with the payment schedule set forth in Section 3 of this Agreement.

The Contractor agrees to commence work hereunder upon written receipt from the Town of a "Notice to Proceed" and to finish said construction and/or rehabilitation and to deliver the same to the Town complete in every respect according to said specifications on or before 120 consecutive calendar days. The time for completion may be extended to any reasonable delay, which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods and labor disputes.

The Contractor shall perform said work in an efficient and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the Town shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

- 5. REVIEW OF WORK.** The Contractor shall permit the Town, its officers, agents, and employees, to review, at any time, all work performed under the terms of the Agreement at any stage of the work.

- 6. WARRANTY.** The Contractor warrants the work against defects in materials and workmanship for a period of one (1) year from the date of completion and final acceptance. The Motorola Mototrbo radio equipment is purchased with a three-year Motorola warranty. During this three year period the radios equipment will be sent to Motorola for factory repair. Labor costs will begin one year from the acceptance date of the radio system.

7. **INDEMNIFICATION.** The Contractor acknowledges that it is an independent Contractor and shall at all times indemnify and save harmless the Town of Canton and its officials, officers, agents and employees on account of and from any and all claims, damages, losses, liabilities, judgments, workers compensation payments, litigation expenses, legal counsel fees as well as all other damages and costs of every name and description arising out of injuries to persons (including death) or damage to property sustained or alleged to have been sustained by (a) officials, officers, agents and employees of the Town of Canton or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries occur or are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material men or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town of Canton for damage to property of the Town of Canton caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.
8. **ASSIGNMENT.** The Contractor shall not assign, subcontract, or transfer any portion of the work set forth herein without the prior written approval of the Town.
9. **BOOKS AND RECORDS.** The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the Town for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.
10. **INSURANCE.** The Contractor shall secure, pay for and maintain such insurance as statutorily required to protect it from claims under the Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of this Agreement, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting therefrom which may arise out of any of the services provided pursuant to this Agreement.

The Contractor agrees, upon the signing of this Agreement, to supply to the Purchasing Agent of the Town of Canton the following:

- (a) A certificate of insurance evidencing Worker's Compensation insurance as required by State law.
- (b) The endorsement of the contractor's general liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming the Town of Canton, its officers, agents, and employees as an additional insured.
- (c) A certificate of insurance evidencing the contractor's professional liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

If any insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least twelve (12) months.

The insurance requirements of the Agreement are an integral element of the Agreement. Any defect in the insurance required in this Agreement may result in termination of this Agreement, at the sole option of the Town.

11. **REPRESENTATION.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the Town relies upon said representation in executing this Agreement.
12. **CONTRACT EXTRAS.** It is specifically understood and agreed by the Contractor that all contract extras, change orders and changes in scope of services regarding this contract shall be governed by the Town Charter, Code of Ordinances and the Purchasing Rules and Regulations. The Town shall not be liable for payment of any additional costs unless the provisions of the Town Charter and/or the Code are fully complied with.

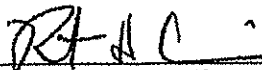
Subject to the above, the Contractor agrees that Town may in its discretion make mutually agreeable alterations, deviations, additions or omissions from the aforesaid plan and specifications, without affecting or making void this agreement. In such case, the Contractor and Town shall evaluate and appraise such mutually agreeable alterations, deviations, additions or omissions and add to or deduct from the amount herein to be paid to the Contractor and the excess of deficiency occasioned by said alterations, deviations, additions or omissions shall be agreed in writing. In the event that any alterations, deviations, additions or omissions are made, a reasonable additional time may be allowed to the Contractor for the work caused thereby.

13. **NON-APPROPRIATION.** Contractor acknowledges that the Town is a municipal corporation and that the Town's obligation to make payments under this Agreement is contingent upon the appropriation by the Town's Legislative Council for funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the Town may terminate this Agreement upon notice in writing to the Contractor.
14. **TERMINATION.** This Agreement may be terminated by the Town upon seven (7) days prior written notice to the Contractor in the event of substantial failure to perform the terms of this Agreement by the Contractor, as solely determined by the Town.
15. **MEDIATION.** Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceeding by either party. The parties to this Agreement shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry

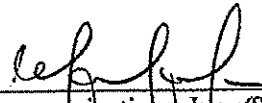
Mediation Rules of the American Arbitration Association. The request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut

This Agreement entered into as of the day and year first written above.


Town of Canton (Signature)

Robert H. Steiner, CAO
(Printed name and title)


Utility Communications, Inc. (Signature)

ROBERT MANFROTTO JR. VICE
(Printed name and title) PRESIDENT



920 Sherman Ave, Hamden, CT 06514
 Phone 201-287-1306 FAX 203-248-9167

EXHIBIT A

Quote #: 0219-2
 REVISED
 Date: 12/21/2016

Date: 12/20/2016
 ATTN: Robert J. Martin
 Company: Town of Canton
 To: Director of Public Works

RE: Town Wide Motorola Radio System
 CT State Contract Numbers: 14PSSX0073 and 16PSSX0049

| Qty | Part # | Description | Type | Unit Price | Extended Price |
|---|----------------|---|---------|------------|----------------|
| 1 | FCC | Application/Coordination | Labor | 1,500.00 | 1,500.00 |
| 1 | HKLN-4495A | Coverage Mapping | Labor | 400.00 | 400.00 |
| 2 | AAR100CGANQ1AN | SLR 5700 UHF 50-watt Repeaters | Radio | 2,520.00 | 5,040.00 |
| 2 | HF8401 | DS6336A2N UHF Duplexer 450 to 470 | Radio | 574.67 | 1,149.34 |
| 4 | 0112004B04 | Cables for duplexer to pre-selector | Radio | 96.00 | 384.00 |
| 2 | 0112004U04 | Cables for duplexer to repeater | Radio | 66.67 | 133.34 |
| 2 | HEF8459 | UHF Preselectors | Radio | 433.33 | 866.66 |
| 2 | PMLE5031 | Wall Mount Kits with bracket | Radio | 118.67 | 237.34 |
| 2 | PMLE4548 | Racks for Mounting Duplexers | Radio | 158.67 | 317.34 |
| ii. Motorola Control Stations for Voice Transmit | | | | | |
| 1 | AAM28TRN9RA1_N | XPR5550e UHF 40-watt 100 ch with alphanumeric IP Encode/Decode Capabilities. WiFi Enable. | Radio | 805.00 | 805.00 |
| 1 | AAM28QNC9RA1_N | XPR5350e UHF Mobile radios no displ no accessories. WiFi enabled | Radio | 640.00 | 640.00 |
| 2 | 305637 | Power Supply and Cable | Radio | 169.19 | 338.38 |
| 1 | RMN-5050 | Desktop Microphones | Radio | 113.33 | 113.33 |
| 2 | HKN-9557 | Antenna Pigtails | Radio | 16.00 | 32.00 |
| iii. Antenna Systems | | | | | |
| 1 | 460734 | Phantom Ceiling Flange | Radio | 25.27 | 25.27 |
| 1 | 91983 | TRA4503 Phantom Antenna 450-470 MHz White | Antenna | 52.08 | 52.08 |
| 1 | 14515 | FRN-1006-31 N Male LMR-400 | Antenna | 4.07 | 4.07 |
| 1 | 87791 | UHF Male Crimp LMR400 | Antenna | 3.16 | 3.16 |
| 25 | 59520 | LMR400 Transmission Cable | Antenna | 0.99 | 24.75 |

| Qty | Part # | | Type | Unit Price | Extended Price |
|---------------------------------------|-----------------|--|---------|---------------------------|------------------|
| IV. Motorola Antenna Equipment | | | | | |
| 1 | 24252 | Commscope MHz 9 DB Exposed Dipole | Antenna | 633.60 | 633.60 |
| 1 | 66392 | Commscope MHz 3.8/5dB Exposed Dipole | Antenna | 441.75 | 441.75 |
| 1 | 22999 | RFS UHF Unity Gain Fiberglass Omni Antenna | Antenna | 323.29 | 323.29 |
| 3 | 424615 | Nello 10" Antenna Mast Pipes | Antenna | 35.35 | 106.05 |
| 1 | 83159 | Rohn 18" Wall Mount Clearance | Antenna | 54.90 | 54.90 |
| 1 | 415640 | Nello 8" Wall Mount Clearance | Antenna | 15.50 | 15.50 |
| 2 | 42717 | MIMK1 Antenna Brackets | Antenna | 10.80 | 21.60 |
| 150 | 429150 | LDF 1/2" Helix cabling - | Antenna | 2.31 | 346.50 |
| 2 | 307941 | L4TNF-PSA N Female 1/2" Connector | Antenna | 23.17 | 46.34 |
| 2 | 377273 | L4PNM-PSA N Male 1/2" Connector | Antenna | 23.17 | 46.34 |
| 2 | 570554 | Commscope 1/2" grounding Kit | Antenna | 30.32 | 60.64 |
| 1 | 310778 | Times Microwave LMR400 Grounding Kit | Antenna | 25.92 | 25.92 |
| 80 | 59520 | Times Microwave LMR400 TX Cable | Antenna | 0.99 | 79.20 |
| 5 | 44728 | RF Industries N Female Connectors | Antenna | 5.83 | 29.15 |
| 3 | 312747 | RF Industries N Male Connectors | Antenna | 0.83 | 2.49 |
| 3 | 58966 | IS-50NX-C2_MA Polyphaser Protection | Antenna | 67.39 | 202.17 |
| 3 | 26437 | ISOBar AC Polyphaser | Antenna | 42.83 | 128.49 |
| 3 | 498188 | Harger 5810 5/8" X 10' Copper Grounding Rod | Antenna | 25.48 | 76.44 |
| 2 | 421466 | Transtector Surge Protection | Network | 89.28 | 178.56 |
| 3 | 66659 | J-1 Polyphaser Antenna Mast Ground Kit | Antenna | 16.32 | 48.96 |
| 100 | 439195 | #2 Solid/tinned Grounding wire | Antenna | 2.97 | 297.00 |
| 4 | 78427 | Burndy YA6C-2T Two Hole Grounding Lugs | Antenna | 7.99 | 31.96 |
| V. Motorola Mobile Radios | | | | | |
| 16 | AAAM28TRC9RA1_N | XPR5350e UHF Mobile radios no displ. with accessories. WiFi enabled. | Radio | 635.00 | 10,160.00 |
| 16 | HAD4008 | UHF 1/4" antenna with Cabling | Radio | 15.67 | 250.72 |
| 16 | RSN4003 | External 7.5 Watt Speaker | Radio | 45.33 | 725.28 |
| 16 | 37826 | TMB34 L-Brackets | Radio | 4.99 | 79.84 |
| 16 | RKN-4136 | Ignition Sense Kit | Radio | 34.67 | 554.72 |
| VI. Motorola Portable Radios | | | | | |
| 4 | AAH02RDC9V1_N | Motorola XPR3300e UHF Portable Radio with 32 channels | Radio | 440.00 | 1,760.00 |
| 4 | HKVN4154 | IP Site Connect | Radio | 66.67 | 266.68 |
| | | | | Sum Total Parts \$ | 28,793.47 |

RE: Town Wide Mototrbo Radio System

| <u>Qty</u> Man/Hr | <u>Part #</u> | <u>Description</u> | <u>Type</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|----------------------|---------------|--|-------------|-------------------|-----------------------|
| 54 | | <u>1. Mototrbo Repeater Equipment</u> | | 95.00 \$ | 5,130.00 |
| 8 | | Removal of Lowband Radios and Installation of New Radios | | 150.00 \$ | 1,200.00 |
| 2 | | System Design and Engineering | | 95.00 \$ | 190.00 |
| 40 | | Build Repeaters | | 95.00 \$ | 3,800.00 |
| 4 | | Install New Equipment for IP Site Connect (repeaters/control stations) | | 95.00 \$ | 380.00 |
| | | Customer Training | | | |
| Total Project | | | | \$ | 39,493.47 |

Note: Labor does not include Fiber connections and/or equipment

1. Fiber Connections - we can price.
2. Fiber Connection Equipment
3. IT IP Network Carrier Equipment or Labor.
4. Does not Included Connections to Police Console
5. Using existing antenna cable at City Hall.

Prepared by: Stephanie D. Seymour

THANK YOU