



TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway
Ledyard, Connecticut 06339-1551
(860) 464-3203
council@ledyardct.org

Town Council ~ AGENDA ~

Chairman S. Naomi
Rodriguez

Special Meeting - Hybrid Format

Wednesday, July 23, 2025

5:30 PM

Town Hall Council Chambers

In-Person: Council Chambers Town Hall Annex

Remote: Information noted below:

Join Zoom Meeting from your Computer, Smart Phone or Tablet:

<https://us06web.zoom.us/j/85452359779?pwd=jUlw07EmgaZlIMd5OaJLp4HXbhoaFz.1>

Audio Only: Telephone: +1 646 558 8656; Meeting ID: 854 5235 9779; Passcode: 303838

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. BUSINESS OF THE MEETING

1. MOTION to authorize the transfer from Account #21090305-58915 (CNR-Undesignated) to Account #21070101-57300 (CNR-Board of Education-New Equipment) and to authorize the appropriation of up to \$400,000 from Account #21070101-57300 (CNR-Board of Education-New Equipment) for the emergency replacement of the Chiller at the Gales Ferry School.

Upon future issuance of tax-exempt bonding reimburse such funds to Account #21090305-58915 (CNR-Undesignated); and,

In anticipation of such reimbursement, declare the Town's official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project..

Attachments: [Board of Education - Chiller Replacment - Gales Ferry School- Bid Waiver Requested-Ltr-2025-07-08](#)
[Proposal - GalFerSc-Replacement Chiller - Carrier](#)
[Proposal - GalFerSc-Replacement Chiller - Carrier](#)

V. ADJOURNMENT

DISCLAIMER:

Although we try to be timely and accurate these are not official records of the Town.

The Town Council's Official Agenda and final Minutes will be on file in the Town Clerk's Office.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 25-2199

Agenda Date: 7/16/2025

Agenda #: 1.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to authorize the transfer from Account #21090305-58915 (CNR-Undesignated) to Account #21070101-57300 (CNR-Board of Education-New Equipment) and to authorize the appropriation of up to \$400,000 from Account #21070101-57300 (CNR-Board of Education-New Equipment) for the emergency replacement of the Chiller at the Gales Ferry School.

Upon future issuance of tax-exempt bonding reimburse such funds to Account #21090305-58915 (CNR-Undesignated); and,

In anticipation of such reimbursement, declare the Town's official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project..

Background:

Town Council Meeting July 9, 2025: At the Board of Education request, a Bid Waiver was granted to the Tradesmen of New England.

However, a funding source was not identified at that time.

Board of Education July 8, 2025 Meeting:

At their July 8, 2025 meeting the Board of Education requested the Town Council grant a Bid Waiver to their current HVAC service provider (Tradesmen of New England) to replace the Chiller at the Gales Ferry School that recently failed

The Board of Education requested \$380,000 in the Fiscal Year 2025/2026 Capital Budget to replace the Chiller at the Gales Ferry School. Recently the Chiller failed and based on the urgent need to replace the Chiller before the start of the new school year the Board of Education has requested a Bid Waiver to use their current HVAC service provider the *Tradesmen of New England* to do this work. (please see attached Letter, Proposal, and equipment cost)

In his letter dated July 8, 2025 BOE Chairman Anthony Favry noted the cost and logistical advantages provided by this vendor as follows:

- Cost Savings; The replacement chiller unit from this vendor is being offered at cost, saving

approximately 20% compared to market pricing. Alao, as part of their ongoing contract negotiations, the vendor has agreed to credit the Town a minimum of \$30,000. This would bring the total project cost below the bond bonding authorization approved in this year's budget.

- **Timeline:** The selected unit can be delivered in two weeks, whereas the only other viable option has a delivery lead time of 19 weeks, With school starting in late August, this accelerated timeline is critical to ensure a safe and functional learning environment for students and staff.
- **Budget Compliance:** The funding for this project was approved as part of the current fiscal year's capital bonding allocation, and the proposed solution keeps us within the approved budget.

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

While this project was identified as bondable in the Capital Improvement Plan that was part of the FY 2025-26 approved budget, such projects still require formal appropriation and bond authorization by the Council and any other necessary channels (Town Meeting and Referendum if needed based on dollar threshold) as dictated by the Town Charter.

Mayor Comment/Recommendation:

(type text here)



Ledyard Public Schools

Administrative Offices

July 8, 2025

Mrs. Naomi Rodriguez
Chairman
Ledyard Town Council
741 Colonel Ledyard Highway
Ledyard, CT 06339

Dear Chairman Rodriguez:

On behalf of the Ledyard Board of Education, I am writing to formally notify you that at our meeting this evening, the Board voted to request a bid waiver for the replacement of the Gales Ferry School chiller. The request is specific to utilizing Tradesmen of New England, the district's current HVAC service provider, for this project.

This bid waiver request is based on the urgent need to replace the failed chiller prior to the start of the school year and the unique cost and logistical advantages provided by this vendor:

- **Cost Savings:** The replacement chiller unit from this vendor is being offered at cost, saving approximately 20% compared to market pricing. Additionally, as part of ongoing contract negotiations, the vendor has agreed to credit the Town a minimum of \$30,000. This brings the total project cost well below the \$380,000 bonding authorization approved in this year's budget.
- **Timeline:** The selected unit can be delivered in two weeks, whereas the only other viable option has a delivery lead time of 19 weeks. With school starting in late August, this accelerated timeline is critical to ensure a safe and functional learning environment for students and staff.
- **Budget Compliance:** The funding for this project was approved as part of the current fiscal year's capital bonding allocation, and the proposed solution keeps us within the approved budget.

We appreciate your consideration of this time-sensitive request and respectfully ask for your support in approving the bid waiver to ensure we can proceed without delay.

Please feel free to reach out with any questions or if additional documentation is required.

Sincerely,

Anthony Favry
Chair, Ledyard Board of Education

cc: Jay Hartling, Superintendent of Schools
AF/jsh



Tradesmen

of New England, LLC

21 East Dudley Town Road
Bloomfield, CT 06002

An HVAC Mechanical Services & Controls Contractor

www.tradesmenofne.com

CT MEC.0001200, CT S1-393302, MA RC-107562, MA PMU-002277, MA SMB-858, MA SMM-7883, RI RM/PFM 00008468

July 3, 2025

Wayne Donaldson
Facility Manager
Gales Ferry School
24 Gallup Hill Road
Ledyard, Connecticut, 06339

O-(860) 464-9255
C-(203) 627-3817

Re: GalFerSc-Replacement Chiller - Carrier
Proposal: Q-7405-092724

Dear Wayne:

Thank you for the opportunity to provide you with this proposal. A detail of this proposed project scope and the project's value are shown below. Please review those confirming they meet your facility's needs, and contact me with any questions.

Project Intent:

Address Life-Cycle issues associated to the facility's primary cooling system.

Project Scope:

Recover refrigerant and prep existing machine for removal
Remove existing machine
Interconnect piping, reusing existing piping where possible, & insulate
Interconnect electrical, reusing existing electrical where possible
Reconnect existing controls
Confirm system glycol concentration is correct and non-corrosive. Report result
Start-up and commission new chiller and related system
Alter piping, electrical, and controls, as needed, to accommodate two machines

Perform the following Procedures:

Refrigerant Recovery
Motor Load Profile Log
Heat Cool Performance
Glycol/Water Solution Refraction
Air-Gas-Water System Pressure Test

Furnish the Following Materials

Carrier Chiller - ALS155 Chiller
Piping & insulation between ground and new machines
Controls & instruments
Electrical disconnects and wiring for both machines
Concrete Pad by others

{W3493790}

Glycol, if needed, shall be by client
Supply & Return Isolation & Balancing Vales for each machine

Procure the Following Sub-Contractors:

Controls
Electrical
Rigging

Contract Price: \$390,731.83

Financial Approach: Like for Like

Financial Approach Options:

- Broadest Scope/Greatest Cost
- Best Value
- Like for Like
- Minimum Recommended
- Least Cost

Should you wish to proceed on a “Time and Material” basis, contact me, and we’ll produce a Service Request, and schedule the technician accordingly. Please do not consider this a “Not to Exceed” proposal if you choose the “Time and Material” option.

Clarifications:

- Price does not include the following:
 - Any and all engineering expenses unless identified above
 - Cost for off-shift work or overtime
 - Delays due to lack of access
 - Asbestos Abatement
 - Additional work not within the body of this proposal
- Client to provide reasonable located parking for Trade Vehicles at no cost to TNE
- Price is valid for 10 days

Scheduling Terms:

Our Operations Team will review this Project Proposal once it is booked and contact you for scheduling.

Thank you for this opportunity and please do not hesitate to contact me with any questions.

John Audet
President / Principal
Telephone: (860)-243-3475
Cell: +1 8607524776
Fax: (860) 243-3207
Email: john@tradesmenofne.com
www.Tradesmenofne.com

PROJECT AGREEMENT

THIS CLIENT AGREEMENT (the “Agreement”), entered into as of July 3, 2025, (the “Effective Date”) is by and between TRADESMEN OF NEW ENGLAND, LLC, a Connecticut limited liability company with offices at 21 East Dudley Town Road, Bloomfield, Connecticut 06002 (“We,” “Us,” or “Our”) and Gales Ferry School
24 Gallup Hill Road
Ledyard, Connecticut, 06339
(“You”).

You and We agree as follows:

1. Services and Materials. This Agreement covers the provision of the services and materials described in Proposal No. **Q-7405-092724** accompanying and hereby made a part of this Agreement (the “Work”).

2. Payment. You will pay for the Work as follows:

a. The total contract price is (the “Contract Price”)

\$390,731.83

b. We will invoice you for payment of the Contract Price as follows, and your payment of each of the invoiced amounts is due upon Your receipt of Our invoice:

i. On the Effective Date: 30% of the Contract Price;

ii. Upon Our deployment of field labor and/or delivery of major project equipment: 30% of the Contract Price; and

iii. Upon substantial completion (greater than or equal to completion of 90% of the man hours allocated to the Work): 40% of the Contract Price.

c. The Contract Price does not include any changes to the Work, including but not limited to, changes to the Work:

i. that are made via a Change Order;

ii. that are made via a Field Change Directive; and/or

iii. that result from any other changes to or deviations from the initial Proposal or design drawings on which We based our Proposal (and therefore the Contract Price).

d. The Contract Price does not include, and You are responsible to pay, any permit fees, taxes (on services and/or materials), assessments, or other charges imposed by any governmental department, agency, or entity, on or before the date that the Work is substantially complete.

e. We will invoice you for amounts not included in the Contract Price within a reasonable time or as agreed in a Change Order, and Your payment of all such invoiced amounts is due upon Your receipt of Our invoice.

f. If We do not receive payment of any invoiced amount within thirty (30) days of Your receipt of Our invoice(s), the entire Contract Price shall become due and payable immediately upon demand.

If any invoiced amount is not paid within thirty (30) days of when it is due, you agree to pay a monthly interest charge at the rate of 18% per annum on all unpaid principal and interest.

- g. The Contract Price and all other invoiced amounts are payable by cash, check, wire, direct debit, or credit card. If You pay with a credit card, you agree to pay at that time as part of that payment transaction the following applicable processing charge:
 - i. American Express: 5.0%;
 - ii. Visa: 3.75%; or
 - iii. Master Card: 3.75%.

3. Insurance. You shall purchase and maintain insurance covering all of Our interests in the Work, naming Tradesmen of New England, LLC as an additional insured and loss payee and entitling Tradesmen of New England, LLC to receive payment including the total unpaid balance of the Contract Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. You shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.

4. Rescission. This Agreement is contingent upon Our review of Your credit and background, and We may rescind this Agreement on or before fifteen (15) business days after the Effective Date, in our sole and unconditional discretion.

5. Termination. We may terminate this Agreement: (a) immediately, if You violate any term of this Agreement (including failure to make payments when due), become insolvent or file for bankruptcy protection; or (b) on five (5) days' notice for Our convenience, provided that if We terminate for convenience, You will be entitled to a refund of the portions of the Contract Price already paid, less the value of the materials and services already provided to You.

6. Right to stop work and to withhold payment on labor and materials. If any payment is not made to Us as required by this Agreement, We shall have the right to stop work and keep the job idle until all past due payments are received. You excuse Us from paying any material, equipment and/or labor suppliers or any subcontractors, during the period that You are in arrears in making payments due to Us during that same period.

7. Warranties. We warrant that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, We will extend to You the benefits of any Warranty We have received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Your expense and at Our rates then in effect. We warrant the title to the materials and equipment furnished to You pursuant to this Agreement. The warranties provided under this Agreement are conditioned upon You properly operating and maintaining the relevant systems/equipment, which operation and maintenance You agree to perform according to industry accepted standards and practices and in consideration of Our recommendations (if any). The warranties provided under this Agreement are conditioned upon You performing all of Your obligations under this Agreement, including paying all amounts due hereunder at or before the due date(s) for such payments. **IN THE EVENT YOU BREACH THIS AGREEMENT, BY NON-PAYMENT, LATE PAYMENT OR OTHERWISE, WE DISCLAIM ALL WARRANTIES OF ANY TYPE, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WORKMANSHIP WARRANTIES, MANUFACTURER'S WARRANTIES, AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Performance of Work. We have the right to sub-contract any part of, or all of, the Work.

9. Changes to the Work. The Work is limited to that which is described in the Proposal and as specified in the design drawings in our possession at the time We created the Proposal, whether those design drawings were provided

by You or created by Us. You and We agree that changes to the Work may be requested by You or identified as necessary by Us. If such changes are requested or identified as necessary, they will be made via a Change Order or a Field Change Directive, described below, which shall become a part of this Agreement and are subject to its terms. The Contract Price does not include changes or additional work performed pursuant to a Change Order or Field Change Directive.

- a. Change Orders. A Change Order is a written request to make a change to the Work or perform services or provide materials in addition to those within the scope of the Work substantially in the form of the "Change Order". All Change Orders must be agreed to by You and Us before they are effective. You agree to pay Us for such changes or additional work as specified in the applicable Change Order(s).
- b. Field Change Directives. A Field Change Directive is a request by You for Us to make a change to the Work or perform services or provide materials in addition to those within the scope of the Work that is not captured in a Change Order. You agree to pay Us on a time and material basis (at Our then prevailing rates) for all changes and/or additional work required by any Field Change Directive(s).

10. Your Responsibilities. You are responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and safe access to equipment are provided on the premise prior to Our arrival; (2) to provide a storage area on the premise for equipment and materials. (3) to provide and permit reasonable means of access to all covered equipment, and to relocate and protect any item that prevents Us from having free access to the work areas; and in the event that You fail to relocate such items, We may relocate these items as required but in no way are We responsible for damage to these items during their relocation and during the performance of the Work; (4) to obtain permission from the owners' of adjacent property(ies) that We must use to gain access to the work areas, and You agree to indemnify and hold Us harmless for any claims or damage resulting from Our use of adjacent property(ies); (5) to correct any existing defects which are recognized during the course of the Work, and you agree that We shall have no responsibility to or liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations absent a change order adding such extra work to this Agreement; (6) to maintain property insurance with fire, course of construction, all physical loss with vandalism and malicious mischief clauses attached, in a sum at least equal to the value of the property, prior to and during performance of this Agreement, and You agree that if the project is destroyed or damaged by an accident disaster or calamity, or by theft or vandalism, any work or materials supplied by Us in restoring the project shall be paid for by You as extra work.

11. Permission to Start and Stop Equipment / Timing of the Work. You grant Us permission to start and stop equipment as necessary to perform the Work. To the extent you impose restrictions on when We can start and stop equipment or otherwise perform the Work that were not included in the Proposal and not submitted to and agreed to by Us in a Change Order, such restrictions will be considered to be a Field Change Directive.

12. No Responsibility for Design Deficiencies. Unless expressly included as an element of the Work, We do not have, and expressly disclaim, any responsibility for (a) system design deficiencies, such as, but not limited to, poor air distribution, water flow, imbalances, etc.; and/or (b) system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

13. Risk of Loss. You shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at Your premises. You shall also bear the risk of any loss, destruction, or damage to the work performed by the Company

14. Surplus Materials and Salvage. Unless otherwise specified in the Proposal, any surplus materials left over or uninstalled after the Work has been completed are Our property and will be removed by Us. No credit is due to You for any surplus materials. All salvage resulting from work under this contract is Our property.

15. Concealed Damage and Non-Conforming Conditions. We will inform You of any concealed damage or other deterioration or non-conforming conditions (“Conditions”) that We discover during the course of the Work. We are not responsible to repair any such discovered Conditions. You may request Us to remedy such Conditions via a Change Order.

16. Termites, Pests and Hazardous Substances. You understand that We are not an inspector or abatement contractor for hazardous materials (as defined by the government), or for pests (including termites). Should any such hazardous substances or pests be suspected to be present on the premise, it is Your responsibility to arrange and pay for inspection and abatement. We cannot and do not certify or warrant your building to be free of hazardous substances or pests.

17. Equipment Removed from Service. Unless specifically identified in the Proposal or agreed to in a Change Order, the Work does not include removal of equipment that has been removed from service and, therefore, You are responsible for the removal of all equipment removed from service.

18. Limitation of Liability. In the unlikely event of Our performance of the Work not complying with Our obligations under this Agreement, Our liability and Your sole remedy is limited to repair or replacement, at our option. The maximum amount to which We and Our affiliates, members, managers, officers, employees, agents, and third-party vendors may be liable to You in any circumstance shall not exceed the amount of the Contract Price You paid to Us under this Agreement. No claim, action, arbitration, or suit arising from or related to this Agreement, or the performance of this Agreement, shall be started by either party against the other more than two years from either the date of completion or the date of cessation of Work under this Agreement. The limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation. Under no circumstances will We be responsible for the loss of use, loss of profits, increased operating or maintenance expense, claims of Your tenants or clients, or any special, indirect or consequential damages.

19. Our Designs and Drawings. Design and as-built drawings prepared by Us and proposal information including scope of work/specifications, as defined by Us, (the “Information”) are intended for Our exclusive use. If any of the Information is used by any person or business entity other than Us, We disclaim all warranties on the use of such Information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will We be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of the Information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If You are dissatisfied with the Information, Your sole and exclusive remedy is to discontinue using the Information.

20. Notices. All notices to Us under this Agreement must be in writing and addressed to Us at Our address set forth above (or to such other address that We may designate in writing from time to time). Notices to You must be in writing and addressed to You at Your address set forth above and/or to the e-mail address you provided to us.

21. Relationship of the Parties. The relationship between Us and You is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship, and We have no authority to contract for or bind You in any manner whatsoever.

22. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between You and Us on its subject matter and supersedes and replaces any prior discussions and negotiations. With the sole exception of changes to or additions to the Work via Field Change Directives, this Agreement may not be modified or amended except in a signed writing. Any waiver of any right or interest under this Agreement will not imply the waiver of any other right or interest, or any subsequent waiver. You may not assign or transfer Your rights under this Agreement without Our prior written consent. We may freely assign this Agreement.

23. Choice of Law and Forum; Severability; Non-Waiver; Conflicts. This Agreement will be governed by the laws of the State of Connecticut without regard to conflicts of law rules that would apply the substantive law of any other jurisdiction. You will not commence any action, litigation or proceeding of any kind against Us arising from or relating to this Agreement in any forum other than the Connecticut Superior Court or the Federal District Court for the District of Connecticut and You submit to the exclusive jurisdiction of such court. If any provision of this Agreement is deemed illegal or unenforceable, such provision will be deemed separable and will not affect any other provision of this Agreement or its validity. No delay or omission on Our part in exercising any rights hereunder shall operate as a waiver of such right or any other rights; a waiver on one occasion shall not be a bar to or waiver of any rights on any other occasion. To the extent any term included in the Proposal conflicts with a term in these terms and conditions, these terms and conditions control.

24. Delay. Contractor shall not be responsible for any damage occasioned by delays resulting from: work done by other of Your (sub)contractors, work pursuant to a Field Change Directive or a Change Order, Your acts or Your agent's acts (including your failure to make timely payments or timely payments for work pursuant to a Field Change Directive or a Change Order), shortages of materials and/or labor, bad weather, fire, strike, war, governmental regulations or executive orders, or any other contingencies unforeseen by Us or beyond Our reasonable control.

25. Force Majeure Our failure to perform any obligations under this Agreement will be excused if occasioned in whole or in part by act of God or of the public enemy, fire, explosion, perils of the sea, flood, drought, war, riots, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, internet service provider outages, lockout, freezing, unavailability of material, or any occurrence, act, cause, or thing beyond Our control.

26. Non-Delegation of Work. Only Our personnel, agents, or subcontractors are authorized to perform the Work under this Agreement, and We may, at our option, terminate this Agreement pursuant to Section 5(a) should non-authorized individuals or entities perform any aspect of the Work.

27. Collection and Attorney's Fees, Costs, and Expenses. You agree to pay all collection fees and charges including but not limited to all attorney fees, expenses, and costs that result should You default in payment of this contract. In the event You (or your agent or subrogate or anyone on Your behalf) commence legal action against Us, related to this Agreement or the Work, in which You do not prevail, You agree to reimburse Us for all costs and expenses of our defense of such legal action, including reasonable attorney's fees.

28. Counterparts and E-Signatures. This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same agreement. A signed or electronically signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, You and We have entered into this Agreement, as of the Effective Date.

TRADESMEN OF NEW ENGLAND, LLC

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Tradesmen

of New England, LLC

21 East Dudley Town Road
Bloomfield, CT 06002

An HVAC Mechanical Services & Controls Contractor

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CT MEC.0001200, CT S1-393302, MA RC-107562, MA PMU-002277, MA SMB-858, MA SMM-7883, RI RM/PFM 00008468

July 3, 2025

Wayne Donaldson
Facility Manager
Gales Ferry School
24 Gallup Hill Road
Ledyard, Connecticut, 06339

O-(860) 464-9255
C-(203) 627-3817

Re: GalFerSc-Replacement Chiller - Carrier
Proposal: Q-7405-092724

Dear Wayne:

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Project Intent:

Address Life-Cycle issues associated to the facility's primary cooling system.

Project Scope:

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Reconnect existing controls
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Motor Load Profile Log
Heat Cool Performance
Glycol/Water Solution Refraction
Air-Gas-Water System Pressure Test

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Controls & instruments
Electrical disconnects and wiring for both machines
Concrete Pad by others

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Rigging

Contract Price: \$390,731.83

Financial Approach: Like for Like

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- Broadest Scope/Greatest Cost
- Best Value
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Clarifications:

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 - Delays due to lack of access
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 - Additional work not within the body of this proposal
- Client to provide reasonable located parking for Trade Vehicles at no cost to TNE
- Price is valid for 10 days

Scheduling Terms:

Our Operations Team will review this Project Proposal once it is booked and contact you for scheduling.

Thank you for this opportunity and please do not hesitate to contact me with any questions.

John Audet
President / Principal
Telephone: (860)-243-3475
Cell: +1 8607524776
Fax: (860) 243-3207
Email: john@tradesmenofne.com
www.Tradesmenofne.com

PROJECT AGREEMENT

THIS CLIENT AGREEMENT (the “Agreement”), entered into as of July 3, 2025, (the “Effective Date”) is by and between TRADESMEN OF NEW ENGLAND, LLC, a Connecticut limited liability company with offices at 21 East Dudley Town Road, Bloomfield, Connecticut 06002 (“We,” “Us,” or “Our”) and Gales Ferry School
24 Gallup Hill Road
Ledyard, Connecticut, 06339
(“You”).

You and We agree as follows:

1. Services and Materials. This Agreement covers the provision of the services and materials described in Proposal No. **Q-7405-092724** accompanying and hereby made a part of this Agreement (the “Work”).
2. Payment. You will pay for the Work as follows:
 - a. The total contract price is (the “Contract Price”)
\$390,731.83
 - b. We will invoice you for payment of the Contract Price as follows, and your payment of each of the invoiced amounts is due upon Your receipt of Our invoice:
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 - ii. Upon Our deployment of field labor and/or delivery of major project equipment: 30% of the Contract Price; and
 - iii. Upon substantial completion (greater than or equal to completion of 90% of the man hours allocated to the Work): 40% of the Contract Price.
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 - i. that are made via a Change Order;
 - ii. that are made via a Field Change Directive; and/or
 - iii. that result from any other changes to or deviations from the initial Proposal or design drawings on which We based our Proposal (and therefore the Contract Price).
 - d. The Contract Price does not include, and You are responsible to pay, any permit fees, taxes (on services and/or materials), assessments, or other charges imposed by any governmental department, agency, or entity, on or before the date that the Work is substantially complete.
 - e. We will invoice you for amounts not included in the Contract Price within a reasonable time or as agreed in a Change Order, and Your payment of all such invoiced amounts is due upon Your receipt of Our invoice.
 - f. If We do not receive payment of any invoiced amount within thirty (30) days of Your receipt of Our invoice(s), the entire Contract Price shall become due and payable immediately upon demand.

If any invoiced amount is not paid within thirty (30) days of when it is due, you agree to pay a monthly interest charge at the rate of 18% per annum on all unpaid principal and interest.

- g. The Contract Price and all other invoiced amounts are payable by cash, check, wire, direct debit, or credit card. If You pay with a credit card, you agree to pay at that time as part of that payment transaction the following applicable processing charge:
 - i. American Express: 5.0%;
 - ii. Visa: 3.75%; or
 - iii. Master Card: 3.75%.

3. Insurance. You shall purchase and maintain insurance covering all of Our interests in the Work, naming Tradesmen of New England, LLC as an additional insured and loss payee and entitling Tradesmen of New England, LLC to receive payment including the total unpaid balance of the Contract Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. You shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.

4. Rescission. This Agreement is contingent upon Our review of Your credit and background, and We may rescind this Agreement on or before fifteen (15) business days after the Effective Date, in our sole and unconditional discretion.

5. Termination. We may terminate this Agreement: (a) immediately, if You violate any term of this Agreement (including failure to make payments when due), become insolvent or file for bankruptcy protection; or (b) on five (5) days' notice for Our convenience, provided that if We terminate for convenience, You will be entitled to a refund of the portions of the Contract Price already paid, less the value of the materials and services already provided to You.

6. Right to stop work and to withhold payment on labor and materials. If any payment is not made to Us as required by this Agreement, We shall have the right to stop work and keep the job idle until all past due payments are received. You excuse Us from paying any material, equipment and/or labor suppliers or any subcontractors, during the period that You are in arrears in making payments due to Us during that same period.

7. Warranties. We warrant that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, We will extend to You the benefits of any Warranty We have received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Your expense and at Our rates then in effect. We warrant the title to the materials and equipment furnished to You pursuant to this Agreement. The warranties provided under this Agreement are conditioned upon You properly operating and maintaining the relevant systems/equipment, which operation and maintenance You agree to perform according to industry accepted standards and practices and in consideration of Our recommendations (if any). The warranties provided under this Agreement are conditioned upon You performing all of Your obligations under this Agreement, including paying all amounts due hereunder at or before the due date(s) for such payments. **IN THE EVENT YOU BREACH THIS AGREEMENT, BY NON-PAYMENT, LATE PAYMENT OR OTHERWISE, WE DISCLAIM ALL WARRANTIES OF ANY TYPE, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WORKMANSHIP WARRANTIES, MANUFACTURER'S WARRANTIES, AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Performance of Work. We have the right to sub-contract any part of, or all of, the Work.

9. Changes to the Work. The Work is limited to that which is described in the Proposal and as specified in the design drawings in our possession at the time We created the Proposal, whether those design drawings were provided

by You or created by Us. You and We agree that changes to the Work may be requested by You or identified as necessary by Us. If such changes are requested or identified as necessary, they will be made via a Change Order or a Field Change Directive, described below, which shall become a part of this Agreement and are subject to its terms. The Contract Price does not include changes or additional work performed pursuant to a Change Order or Field Change Directive.

- a. Change Orders. A Change Order is a written request to make a change to the Work or perform services or provide materials in addition to those within the scope of the Work substantially in the form of the "Change Order". All Change Orders must be agreed to by You and Us before they are effective. You agree to pay Us for such changes or additional work as specified in the applicable Change Order(s).
- b. Field Change Directives. A Field Change Directive is a request by You for Us to make a change to the Work or perform services or provide materials in addition to those within the scope of the Work that is not captured in a Change Order. You agree to pay Us on a time and material basis (at Our then prevailing rates) for all changes and/or additional work required by any Field Change Directive(s).

10. Your Responsibilities. You are responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and safe access to equipment are provided on the premise prior to Our arrival; (2) to provide a storage area on the premise for equipment and materials. (3) to provide and permit reasonable means of access to all covered equipment, and to relocate and protect any item that prevents Us from having free access to the work areas; and in the event that You fail to relocate such items, We may relocate these items as required but in no way are We responsible for damage to these items during their relocation and during the performance of the Work; (4) to obtain permission from the owners' of adjacent property(ies) that We must use to gain access to the work areas, and You agree to indemnify and hold Us harmless for any claims or damage resulting from Our use of adjacent property(ies); (5) to correct any existing defects which are recognized during the course of the Work, and you agree that We shall have no responsibility to or liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations absent a change order adding such extra work to this Agreement; (6) to maintain property insurance with fire, course of construction, all physical loss with vandalism and malicious mischief clauses attached, in a sum at least equal to the value of the property, prior to and during performance of this Agreement, and You agree that if the project is destroyed or damaged by an accident disaster or calamity, or by theft or vandalism, any work or materials supplied by Us in restoring the project shall be paid for by You as extra work.

11. Permission to Start and Stop Equipment / Timing of the Work. You grant Us permission to start and stop equipment as necessary to perform the Work. To the extent you impose restrictions on when We can start and stop equipment or otherwise perform the Work that were not included in the Proposal and not submitted to and agreed to by Us in a Change Order, such restrictions will be considered to be a Field Change Directive.

12. No Responsibility for Design Deficiencies. Unless expressly included as an element of the Work, We do not have, and expressly disclaim, any responsibility for (a) system design deficiencies, such as, but not limited to, poor air distribution, water flow, imbalances, etc.; and/or (b) system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

13. Risk of Loss. You shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at Your premises. You shall also bear the risk of any loss, destruction, or damage to the work performed by the Company

14. Surplus Materials and Salvage. Unless otherwise specified in the Proposal, any surplus materials left over or uninstalled after the Work has been completed are Our property and will be removed by Us. No credit is due to You for any surplus materials. All salvage resulting from work under this contract is Our property.

15. Concealed Damage and Non-Conforming Conditions. We will inform You of any concealed damage or other deterioration or non-conforming conditions (“Conditions”) that We discover during the course of the Work. We are not responsible to repair any such discovered Conditions. You may request Us to remedy such Conditions via a Change Order.

16. Termites, Pests and Hazardous Substances. You understand that We are not an inspector or abatement contractor for hazardous materials (as defined by the government), or for pests (including termites). Should any such hazardous substances or pests be suspected to be present on the premise, it is Your responsibility to arrange and pay for inspection and abatement. We cannot and do not certify or warrant your building to be free of hazardous substances or pests.

17. Equipment Removed from Service. Unless specifically identified in the Proposal or agreed to in a Change Order, the Work does not include removal of equipment that has been removed from service and, therefore, You are responsible for the removal of all equipment removed from service.

18. Limitation of Liability. In the unlikely event of Our performance of the Work not complying with Our obligations under this Agreement, Our liability and Your sole remedy is limited to repair or replacement, at our option. The maximum amount to which We and Our affiliates, members, managers, officers, employees, agents, and third-party vendors may be liable to You in any circumstance shall not exceed the amount of the Contract Price You paid to Us under this Agreement. No claim, action, arbitration, or suit arising from or related to this Agreement, or the performance of this Agreement, shall be started by either party against the other more than two years from either the date of completion or the date of cessation of Work under this Agreement. The limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation. Under no circumstances will We be responsible for the loss of use, loss of profits, increased operating or maintenance expense, claims of Your tenants or clients, or any special, indirect or consequential damages.

19. Our Designs and Drawings. Design and as-built drawings prepared by Us and proposal information including scope of work/specifications, as defined by Us, (the “Information”) are intended for Our exclusive use. If any of the Information is used by any person or business entity other than Us, We disclaim all warranties on the use of such Information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will We be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of the Information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If You are dissatisfied with the Information, Your sole and exclusive remedy is to discontinue using the Information.

20. Notices. All notices to Us under this Agreement must be in writing and addressed to Us at Our address set forth above (or to such other address that We may designate in writing from time to time). Notices to You must be in writing and addressed to You at Your address set forth above and/or to the e-mail address you provided to us.

21. Relationship of the Parties. The relationship between Us and You is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship, and We have no authority to contract for or bind You in any manner whatsoever.

22. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between You and Us on its subject matter and supersedes and replaces any prior discussions and negotiations. With the sole exception of changes to or additions to the Work via Field Change Directives, this Agreement may not be modified or amended except in a signed writing. Any waiver of any right or interest under this Agreement will not imply the waiver of any other right or interest, or any subsequent waiver. You may not assign or transfer Your rights under this Agreement without Our prior written consent. We may freely assign this Agreement.

23. Choice of Law and Forum; Severability; Non-Waiver; Conflicts. This Agreement will be governed by the laws of the State of Connecticut without regard to conflicts of law rules that would apply the substantive law of any other jurisdiction. You will not commence any action, litigation or proceeding of any kind against Us arising from or relating to this Agreement in any forum other than the Connecticut Superior Court or the Federal District Court for the District of Connecticut and You submit to the exclusive jurisdiction of such court. If any provision of this Agreement is deemed illegal or unenforceable, such provision will be deemed separable and will not affect any other provision of this Agreement or its validity. No delay or omission on Our part in exercising any rights hereunder shall operate as a waiver of such right or any other rights; a waiver on one occasion shall not be a bar to or waiver of any rights on any other occasion. To the extent any term included in the Proposal conflicts with a term in these terms and conditions, these terms and conditions control.

24. Delay. Contractor shall not be responsible for any damage occasioned by delays resulting from: work done by other of Your (sub)contractors, work pursuant to a Field Change Directive or a Change Order, Your acts or Your agent's acts (including your failure to make timely payments or timely payments for work pursuant to a Field Change Directive or a Change Order), shortages of materials and/or labor, bad weather, fire, strike, war, governmental regulations or executive orders, or any other contingencies unforeseen by Us or beyond Our reasonable control.

25. Force Majeure Our failure to perform any obligations under this Agreement will be excused if occasioned in whole or in part by act of God or of the public enemy, fire, explosion, perils of the sea, flood, drought, war, riots, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, internet service provider outages, lockout, freezing, unavailability of material, or any occurrence, act, cause, or thing beyond Our control.

26. Non-Delegation of Work. Only Our personnel, agents, or subcontractors are authorized to perform the Work under this Agreement, and We may, at our option, terminate this Agreement pursuant to Section 5(a) should non-authorized individuals or entities perform any aspect of the Work.

27. Collection and Attorney's Fees, Costs, and Expenses. You agree to pay all collection fees and charges including but not limited to all attorney fees, expenses, and costs that result should You default in payment of this contract. In the event You (or your agent or subrogate or anyone on Your behalf) commence legal action against Us, related to this Agreement or the Work, in which You do not prevail, You agree to reimburse Us for all costs and expenses of our defense of such legal action, including reasonable attorney's fees.

28. Counterparts and E-Signatures. This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same agreement. A signed or electronically signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, You and We have entered into this Agreement, as of the Effective Date.

TRADESMEN OF NEW ENGLAND, LLC

CUSTOMER SIGNATURE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

