



# TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

## Finance Committee

### ~ AGENDA ~

Chairman  
Kevin J. Dombrowski

Regular Meeting

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Wednesday, February 1, 2023

5:00 PM

Town Hall Annex Building - Hybrid  
Format

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In -Person Location -Council Chambers Town Hall Annex Building

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

**<https://us06web.zoom.us/j/83257954520?pwd=RGlaUnY2a1FSajZaQit3ZWtUc0t1dz09>**

**by Audio Only: Telephone: +1 646 558 8656; Meeting ID: 832 5795 4520; Passcode: 378044**

- I. CALL TO ORDER
- II. ROLL CALL
- III. RESIDENTS & PROPERTY OWNERS COMMENTS
- IV. PRESENTATIONS / INFORMATIONAL ITEMS
- V. APPROVAL OF MINUTES

MOTION to approve the Finance Committee Regular Meeting Minutes of January 18, 2023.

FINANCE DIRECTOR'S REPORT

FINANCIAL REPORTS

VI. OLD BUSINESS

- 1. Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Attachments:** [ARPA project accounting 12.29.22.xlsx](#)

- 2. Any other Old Business proper to come before the Committee.

VII. NEW BUSINESS

- 1. MOTION to revisit and amend the Motion regarding the appropriation of ARPA Funding for HVAC Systems at the Emergency Services Building and Parks and Recreation/Senior Citizens Facility approved at the Finance Committee's January 18, 2023 meeting as follows:

MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive, \$200,000
- Ledyard Senior Citizens Facility at 12 Van Tassel Drive, \$155,000

**Attachments:** [Airt Temp ESB AHU 3 & 4 Replacement Proposal.pdf](#)  
[Trane ESB Split System 3 & 4 Replace.pdf](#)  
[Air Temp ESB Proposal.pdf](#)  
[Air Temp SC Heating Proposal.pdf](#)  
[Air Temp SC AC Proposal.pdf](#)  
[Trane Senior Center HVAC Improvements.pdf](#)

2. MOTION to allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive, \$200,000
- Ledyard Senior Citizens Facility at 12 Van Tassel Drive, \$155,000

**Attachments:** [Airt Temp ESB AHU 3 & 4 Replacement Proposal.pdf](#)  
[Trane ESB Split System 3 & 4 Replace.pdf](#)  
[Air Temp ESB Proposal.pdf](#)  
[Air Temp SC Heating Proposal.pdf](#)  
[Air Temp SC AC Proposal.pdf](#)  
[Trane Senior Center HVAC Improvements.pdf](#)  
[HVAC Systems-Emergency Services Building & Parks & Recreation-Senior Citizens Facility-Public Works Director-Finance Cmt-2023-01-24.pdf](#)

3. MOTION to adopt proposed revisions to the "Resolution Establishing Administrator/Department Head Benefits" as contained in the draft dated January 9, 2023.

**Attachments:** [2022 REVISIONS - RES DEPT HEAD ADMINISTRATORS BENEFITS-2023-01-09.pdf](#)  
[TADP Revision for new Resolution JAN2023.pdf](#)

4. Any other New Business proper to come before the Committee.

#### IV ADJOURNMENT

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



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1112

**Agenda Date:** 2/1/2023

**Agenda #:**

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## MINUTES

**Minutes:**

MOTION to approve the Finance Committee Regular Meeting Minutes of January 18, 2023.



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**File #:** 22-064

**Agenda Date:** 2/1/2023

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Background:**

The Town has been slated to receive approximately \$4,327,000 from the American Rescue Plan Act.

- Local governments would receive funding in two tranches (2<sup>nd</sup> tranche May/June 2022)
- Funds must be “*obligated*” by the end of calendar year 2024, “*liquidated*” by end of calendar year 2026.

Although the federal guidelines did not require approval by the taxpayers for the use of the American Rescue Plan Act (ARPA) Funding that the Finance Committee decided to include projects that were not time-sensitive in the Capital Improvement Plan (CIP) that would be presented and voted on by the taxpayers as part of the May 17, 2022 Budget Referendum

To ensure that each project and all suggestions were given their due diligence that over the past year the Finance Committee developed a rubric to evaluate/rate each project, held an Information Forum on February 15, 2022 to receive and comments and suggestions on the proposed ARPA Projects, and received input from town departments and residents through conversations, and other sources such as social media

❖ Final rule defines five (5) broad eligible categories:

- Responding to the public health emergency and the negative economic impacts of COVID-19
  - Replacement of lost revenue
  - Provide premium pay
  - Water and sewer infrastructure
  - Broadband infrastructure

❖ Responding to the public health emergency and the negative economic impacts of COVID-19 (subcategories)

- public health
- assistance to households
- assistance to small businesses
- assistance to nonprofits

- aid to impacted industries
- public sector capacity
- ❖ Why not just “give the money back”?
- Funds cannot be used to reduce taxes
- Each resident would receive \$288
- Current plan supports all of the above categories, invests in the community, and generates a return on the investment.

During the ARPA Projects evaluation process the Town Council approved to allocate ARPA Funding for some projects or expenses that were safety issues or time sensitive issues that could not wait until the May Budget Referendum. He presented the List of ARPA Projects the Town Council approved funding for as follows:

Project	Location	Estimated Cost	Funds Committed	Date Approved
Sewer line extension Phase I	Ledyard Center to LHS	1,200,000	Yes	4/27/2022
Skid mounted sewer pumps	Ledyard WPCA	175,000	Yes	4/27/2022
Add funds to Housing Rehab Grant	Town wide	100,000	Yes	12/8/2021
Town Hall A/C Replacement	741 Colonel Ledyard Hwy	80,000	Yes	4/13/2022
Town Green Improvements	Ledyard Center	75,000	Yes	2/9/2022
Concrete floor	Pole Barn, lower Town Green	55,000	Yes	12/8/2021
LLHD	Town wide	43,270	Yes	1/26/2022
Thames Valley Council for Community Action	Town wide	15,000	Yes	12/8/2021
Replace brackets on lamp poles	Ledyard Center	2,520	Yes	4/27/2022
Balance of funds for OwlPro meeting camera	Town wide	831	Yes	12/8/2021

The following initiatives were presented and included as part of the Annual Fiscal Year 2022/2023 Budget process for the use of the ARPA Funding:

Project	Location	Estimated Cost
Court of Probate	Town wide	TBD
Sewer line extension Phase III	Ledyard Center	950,000
Ledyard Center sewer line extension Phase II	Ledyard Center	612,500
Sandy Hollow Guardrails	Sandy Hollow Road	225,000
Funding for youth mental health clinicians	Town wide	190,000
Ledyard Up/Down Sawmill	Ledyard	125,000

Replace 2 dispatch stations in Emergency Ops Center	Town wide	75,000
Playscape replacement	13 Winthrop, Gales Ferry	65,000
Erickson Park enhancements	Gales Ferry	55,000
Athletic Field Fence	Education	55,000
Police radio replacement	Town wide	46,125
Nathan Lester House repairs	Ledyard	40,000
LED Sign Panel, Gales Ferry	Gales Ferry	35,000
Sidewalk infill	Ledyard Center	35,000
Sidewalks	Gales Ferry	35,000

Project	Location	Estimated Cost
LED Sign Panel, Ledyard Center	Ledyard Center	35,000
Lead Abatement project	Nathan Lester House	30,000
SCCOG recovery planner	Town wide	28,399
SE Cultural Coalition	Town wide	28,399
Replace food pantry roof	Ledyard Town Green	25,000
Southeastern Council on Alcoholism and Drug Addiction	Town wide	25,000
Replace 6 doors in Town Hall	741 Colonel Ledyard Hwy	23,000
Electric Vehicle charging stations	Gales Ferry	20,000
Re-vinyl side food pantry	Ledyard Town Green	17,500
Gales Ferry Corridor Study	Gales Ferry	15,000
Solar charging station	Town Green, Bill Library GF Lib	12,000
Add ClearGov modules	Town wide	10,500
Homeless Hospitality Center of New London	Town wide	10,000
Parks and Rec Summer Scholarships	Town wide	10,000
Replace Firehouse software	Ledyard / Gales Ferry Fire Stations	8,000
Solar powered crosswalk signs	Ledyard Center	7,500
Town promotional video	Town wide	6,000
Install wi-fi in pantry	Pantry, Town Green	2,500

Since the townspeople's May 17, 2022 approval of the \$63,484,221 Fiscal Year 2022/2023 Budget Accounts have been setup for all of the approved ARPA Projects and staff has been assigned to manage and oversee each of the Projects. Due to inflation rates the costs of the projects have increased significantly since the town began the process last October-November, 2021. Therefore, the town has been working to monitor costs to determine which projects to proceed with and whether they should hold off on other projects.

**Meeting Detail Action:**

**Finance Committee Meeting 12/7/2022:**

File #: [22064](#) Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Action:** Discussed/Continued

**Minute Note:**

Councilor Ryan noted the ARPA Projects spreadsheet columns included “*Funds Appropriated*” and “*Balance Available*”. He questioned whether the funds available took into account completed projects that have come in under budget. Finance Director Matthew Bonin stated the spreadsheet that was attached to tonight’s meeting packet was not the most up-to-date spreadsheet, noting that he was maintaining a more detailed spreadsheet to track the projects as they were progressing. Councilor Ryan stated it would be good for the Finance Committee to see the rolling balance so that they could reallocate funds from completed projects that came in under budget, to projects that may be coming in over budget or to projects that were on the ARPA List but were not budgeted yet. He noted the ARPA Funding had to be appropriated before the end of 2024.

Action: Discussed/Continued

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**Finance Committee Meeting 11/2/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD) Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Minutes Note:**

No Action

Action : No Action (Continued)

**Finance Committee Meeting 10/19/2022**

File #: [22064](#)  
<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>

Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action : Discussed

Minute Note:

Finance Director Matthew Bonin, Mayor Allyn, III and the Finance Committee reviewed the status and progress of the ARPA Projects as noted below:

American Rescue Plan									
To 4,3									
Re	De	Ap	Da	Ap	Ex	Re	St		
Over	Pr								
Sel	lar	To	04	1,7		1,7	Ur		
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UpMAc			
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PcMAc			
ErScBu	0555	55	Nc
ErJoRe			
PdJoBu	0546	46	Nc
Int Re			
LeMTo	014343-	Co	
Di Ac CC			
NaViBu	0540	40	Nc
HdChRe Kr			
Ad(\$Bu	0535	35	Nc
GaStuRe ou pla			
LEKrBu	0535	35	Ur
GaChRe			
LEKrBu	0535	35	Nc
LeChRe			
SicStBu	0535	35	Nc
Le Re			
ReKrBu	05258, 16	Co	
PaChRe			

ExStBu0523	23	Not Started
an Re		
El		
Sy		
ElKrBu0520	20	Not Started
chChRe		
ViiKrBu0517	17	Not Started
FoChRe		
<b>TVM To 121515- Completed</b>		
<b>Co Ac</b>		
<b>pr</b>		
GaJuBu0515	15	Not Started
Co Re		
SoKrBu0512	12	Not Started
StChRe		

Request Title	Dept. Head / Owner	Approval Process	Date	ARPA Funds Appropriated	ARPA Funds Expended	ARPA Funds Remaining	Status
Added ClearGov Modules	Regina Brulotte	Budget Referendum	05/17/22	10,500.00		10,500.00	Completed
Homeless Hospitality Center of New London	Matt Bonin	Budget Referendum	05/17/22	10,000.00	10,000.00	-	Completed
Parks and Rec Summer Scholarships	Kristen Chapman	Budget Referendum	05/17/22	10,000.00	2,087.50	7,912.50	In Progress
Replace Firehouse software	Steve Holyfield	Budget Referendum	05/17/22	8,000.00		8,000.00	In Progress
Automated Doors - Senior Center	Steve Masalin	Budget Referendum	05/17/22	5,000.00		5,000.00	Not Started
Replace brackets on streetlight poles	Steve Masalin	Town Council Action	04/27/22	2,520.00	2,476.84	43.16	Purchased-Not Installed
Install WI-FI in Food Pantry	Regina Brulotte	Budget Referendum	05/17/22	2,500.00	2,640.76	(140.76)	In-Progress
Balance of funding for Owl Pro	Regina Brulotte	Town Council Action	12/08/21	831.00	831.00	-	Completed
Concrete Floor - Pole Barn (additional funding)	Steve Masalin	Town Council Action	10/12/22	45,000.00		45,000.00	In-Progress

TOTALS	Total Allocated	3,746,131.00				
	Total Expended		353,313.85			
	Balance Available	580,962.49				

**Key:**

- **In-Progress - Work was currently being done.**
- **Underway - Preparing for project (obtaining cost estimates, working to solicit bids, etc.).**
- **Completed - Project complete, and funds have been expended.**

The Group discussed ARPA Projects that came in under budget to-date, such as the Linda C. Davis Food Pantry Roof. The also discussed the importance to redirect the unused funds to projects that may come-in over the estimated budget costs, and/or to redirect the unused funds to projects that were not funded such as Phase II & III of the Ledyard Center Sewer Extension Project.

Finance Director Matthew Bonin stated of the ARPA Projects that have been completed to-date that there was an excess of \$31,000 funds that could be reappropriated.

The Group noted that the ARPA funding had to be obligated by 2024 and fully expended by 2026.

Action: Discussed

**Finance Committee Meeting 10/5/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Mayor Allyn, III to be present for their discussion.

Action : No Action (Continued)

**Finance Committee Meeting 9/21/2022**

File #: [22064](#)

<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>

Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Mayor Allyn, III to be present for their discussion.

Action : No Action (Continued)

**Finance Cmt Meeting 9/7/2022**

File #: [22064](#)

<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>

Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action: No Action

**Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Councilor Ingalls to participate in their discussion.

Action: No Action (Continued)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-093

**Agenda Date:** 2/1/2023

**Agenda #:** 2.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Any other Old Business proper to come before the Committee.



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**File #:** 23-1081

**Agenda Date:** 2/1/2023

**Agenda #:** 1.

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## GRANT REQUEST

### **Type Motion/Request here and complete the Grant Request Form Below:**

MOTION to revisit and amend the Motion regarding the appropriation of ARPA Funding for HVAC Systems at the Emergency Services Building and Parks and Recreation/Senior Citizens Facility approved at the Finance Committee's January 18, 2023 meeting as follows:

MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive, \$200,000
- Ledyard Senior Citizens Facility at 12 Van Tassel Drive, \$155,000

### **Background:**

There were several unanticipated HVAC failures at Town buildings over the last two years. This is coupled with need to rotate out aging assets and realignment of provisions based on current space usage:

- Town Hall: Failure of the A/C-heat pumps serving the front half of the building. The system supplying the rear half was of the same vintage. It was decided to proceed with comprehensive replacement. The \$80,000 project was funded through ARPA and is complete except for improvements in the Town Clerk Vault and replacement of the MIS split unit. This project was a combination of an Omni Partners government services bid for the equipment and CT State bid for the labor.
- Emergency Services Building (ESB): Multiple failures of heating and A/C. Phase 1 of the most urgent heating repairs involving straightforward replacement/reorientation was completed for about \$84,000 with associated electrical work, the bulk of which through CT State bid (Air Temp-\$80K, attached). A second estimate through Omni Partners (Trane) would have exceeded \$95,000 (attached), without miscellaneous associated work. Funds were drawn from the Building Upgrade Reserve account. Remaining work included broader heating and A/C replacements that cannot be suitably accomplished apart from substantial realignment to meet present and prospective building utilization. Substantial effort has been put into this and is reflected the firm quote through a CT State bid proposal for \$190,000 (Air Temp, attached). This price is good until February 19, 2023.
- Senior Center: The Senior Center has been operating with partial A/C and also has original heating equipment that is relatively inefficient and also due for replacement. We have secured separate proposals for heating and A/C according to CT State bid pricing in the amounts of \$75,000 and \$72,000,

respectively (Air Temp, attached) for a combined total of \$147K. These proposals are also good until February 19, 2023. We had previously received a separate proposal through Omni Partners government services bidding for the combined package in the amount of \$262K-\$293K (Trane, attached).

**Department Comments/Recommendation:**

Based on the relative complexity of what these HVAC projects involve, i.e., proposals were more or less design-build based on factors beyond simple replacement and the pricing climate has been extremely variable and volatile, I recommend going with the Air Temp offerings according to State Bid pricing, as has been done for recent Town Hall and Phase 1 ESB projects cited in the background. Going out to bid, while feasible of course, would require contract engineering services to establish appropriate and firm scopes of work according to the particular realignment of HVAC systems needed at this point.

Specifically, I recommend appropriating \$200,000 for the balance of the ESB HVAC work, which would cover the firm Air Temp \$190K proposal, associated other work, and contingency.

For the Senior Center, I recommend appropriating \$155,000 for the combined cost of the firm Air Temp proposals, associated work, and contingency.

**Finance Director Comments/Recommendation:**

There are approximately \$580,000 of uncommitted ARPA funds as of this date. Any ARPA funds that remain uncommitted / unobligated as of December 31, 2024 and unexpended as of December 31, 2026 will need to be returned the funding source (federal government via the state).

Procurement rules under Uniform Guidance require competitive bidding for purchases in excess of \$250,00. As these project fall under that threshold, utilizing State Bid pricing is acceptable.

**Mayor Comments/Recommendation:**

(Type text here)

**Meeting Action Detail:****Finance Committee Meeting 1/4/2023:**

**File #:** [231081](#) Version: 1

**Type:** Financial Business Request (FBR)

**Title:** MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive
- Ledyard Parks and Recreation/Senior Citizens Facility at 12 Van Tassel Drive

In addition, that the Public Works Director solicits bids for the projects in comparison to the cost estimates

already obtained from the State Bid List.

Moved: Saums            Seconded: Ingalls

**Action:** Recommend to Approve

**Minute Note:**

Councilor Saums stated that there were three items that were an unanticipated expense and he asked Public Works Director/Town Engineer Steve Masalin to provide an overview of the items.

Public Works Director/Town Engineer Steve Masalin stated this year there have been a number of HVAC issues this year noting the following:

- Town Hall HVAC System failed this past summer. The \$80,000 HVAC System was replaced using funding from the American Rescue Plan Act (ARPA).
- Bill Library HVAC System was also replaced.
- Emergency Services Building on Fairway Drive HVAC Systems failed (both heating and air conditioning). Mr. Masalin stated the system was 21 years old and he explained that they just completed heating system, which was paid for using the Building Maintenance Reserve in an unanticipated way.
- Parks and Recreation/Senior Citizens Facility on Van Tassel Drive HVAC Systems failed (both heating and air conditioning). Mr. Masalin noted the air conditioning system failed last summer and they had to use window units. He stated the heating system was limping along, noting the 32 year old original gas boiler was inefficient. It was also noted that this facility was used as a Cooling Center during the summer months.

Mr. Masalin went on to state cost estimates have obtained thru the State Bid List to complete the HVAC needs for both Emergency Services Building (\$190,000) and the Parks and Recreation/Senior Citizens Facility (\$150,000). He stated the combined estimated cost for the two buildings was \$340,000. He stated although one of these HVAC projects could be paid from the Building Maintenance Capital Reserve Account, that it would completely exhaust account and he noted that other scheduled projects on the docket would have to be set aside for lack of available funding. He stated he presently has not asked for more of an appropriation this year for the Building Maintenance Reserve Fund than has been made in the last few years. Therefore, he stated that they would need some supplemental funding to address both the Emergency Services Building and the Parks and Recreation/Senior Citizens Facility HVAC Systems, whether the funding comes from a special appropriation, grant funding which he did not see on the horizon.

Councilor Saums stated he was shocked by the estimated costs to replace the HVAC Systems at these two town facilities. He stated although there was some residual American Rescue Plan Act (ARPA) funding that they were planning to use the funds for the Ledyard Center Sewer Extension Project. However, he stated because the HVAC Systems were time sensitive that he would suggest using some ARPA funding for the HVAC Systems, noting that the town would more likely be able to obtain grant funding for the Ledyard Center Sewer Extension Project over HVAC Systems.

Mr. Masalin explained that the time sensitive part was because this State Bid Contractor had exclusive commitments from May 1- September 1, 2023. He stated if they do not move forward with these State Bid List



proposals that they would need to find another contract through a different proposal and hope that the function costs would be similar.

Councilor Saums stated he had reservations about using the State Bid List Contractor because the cost seemed so high. Mr. Masalin noting in replacing the Town Hall HVAC System last summer that they were able to bring the Contractor in under the State Bid List because the cost was lower. Therefore, he stated if they were going to use the competitive bid process that they would have a different means of measurement of what their absolute dollar value would be based on that process. He also noted that they would have to prepare the scope and specifications for the bid process. Councilor Saums recognized the work and time involved to solicit complete bids and he stated that based on the cost estimates obtained that it may be worth it.

Councilor Ryan stated it was unfortunate that the HVAC Systems at both Emergency Services Building and the Parks and Recreation/Senior Citizens Facility have failed. He noted the American Rescue Plan Act (ARPA) spreadsheet shows that there were some uncommitted funds that would support these projects. He stated that he agreed with Councilor Saums in that the town would have a better chance of obtaining grant funding for the Ledyard Center Sewer Extension Project than they would for the replacement of HVAC Systems. However, he stated this was not the situation they had hoped to be in. He stated that he also agreed that he agreed the longer they delayed the projects that the cost would only increase.

Finance Director Matthew Bonin stated the American Rescue Plan Act (ARPA) Funds had to be committed by December 31, 2024 and spent by December 31, 2026.

MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive
- Ledyard Parks and Recreation/Senior Citizens Facility at 12 Van Tassel Drive

In addition, that the Public Works Director solicits bids for the projects in comparison to the cost estimates already obtained from the State Bid List.

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: See above.

VOTE: 3- 0 Approved and so declared

**Action:** Recommend to Approve

**Please Complete the Grant Request Form Below:**

TOWN OF LEDYARD  
GENERAL GOVERNMENT  
GRANT APPLICATION POLICY AND PROCESS

The Ledyard Town Council will approve all grant applications submitted by the Town to any governmental agency or private foundation on behalf of the Town; and any items that are offered to the Town by any entity, and items taken in forfeiture by the Town. Every department, commission, or board acting on behalf of the Town of Ledyard when seeking grants or responding to an offer to the Town of grant funds or items must follow this policy and process.

Grants, for these purposes include:

1. Grants that require a Town match -- whether the match is a dollar figure, an in-kind contribution, or a combination thereof
2. Grants that are 100% funded
3. Items or services that are offered (“gifted”) to the Town such as land, equipment, buildings, or vehicles
4. Items that are taken by forfeiture and intended to be retained by the Town
5. Items granted to a fire company’s 501(c)3 organization but expected to be maintained and/or insured by Town operating dollars

When applying for any grant, the grant seeker will create a legislative file and attach a completed GRANT REQUEST FORM and any pertinent information about the grant and grantor. The legislative file will be set up to go to the Town Council using the Finance Committee workflow.

**When applying for Federal funding, the grant seeker must include acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1).**

Amended and Approved by the Town Council: on: July 22, 2020

*Linda C Davis*

\_\_\_\_\_  
Linda C. Davis, Chairman

Revisions: “General Government Grant Application Policy and Process” Adopted: May 8, 2018.

History: Paragraph 5 added the following: *“When applying for Federal funding, the grant seeker must include acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1).”*

Below the Form added: *FOR FEDERAL GRANTS: “I confirm that I have read and understand the federal general procurement standards in 2 CFR § 200.318 through 200.325”*

Added to the Policy Attachment 1 *“Code of Federal Regulations: 2 CFR”* to Policy.

**GRANT REQUEST FORM**

Requestor      Pubic Works Director      Date      January 19, 2023

Dept/Commission/Board

Name of Grant      American Rescue Plan Act (ARPA)

Type of Grant    (State of CT, Federal, Private Foundation, Individual - if combination, explain)

Reason for Applying for this Grant

Replace HVAC Systems at Ledyard Emergency Services Building and the Ledyard Senior Citizens Facility

Amount of Town Match            No

Source of Town Match            N/A

In-Kind Match - Explain

N/A

**FOR FEDERAL GRANTS: I confirm that I have read and understand the federal general procurement standards in 2 CFR § 200.318 through 200.325 (Appendix 1)**

---

Signed Name

Printed Name

Date

---

**ATTACHMENT 1**

Code of Federal Regulations: 2 CFR

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers,

employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and

sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which

must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and

tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past



performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these

standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



360 Captain Lewis Drive  
Southington CT 06489  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Shawn Ruszczyk  
Foreman.public.works@ledyard.org  
Ledyard Emergency Services  
11 Fairway Drive  
Ledyard, CT 06339

The following is a scope of work to be fully installed. This scope is based on replacement of AHU's 3 & 4. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from 10/11/22

**Scope of work:**

- Demo and dispose of AHU's 3 & 4 along with associated condensers
- Furnish and install (1) 24k btu ducted AHU in replacement of AHU 3
- Furnish and install (1) 36k btu ducted AHU in replacement of AHU 4
- Furnish and install (1) Mode Changer Unit to allow heating and cooling simultaneously
- Furnish and install (1) 60k btu heat pump condenser on stand on pad
- Furnish and install new refrigeration piping between condenser, mode changer unit, and indoor evaporators
- Furnish and install (2) thermostats
- Furnish and install condensate drain lines
- Furnish and install control wiring
- Furnish and install (1) 600 cfm Energy Recovery Ventilator (erv) to bring in fresh air
- Provide all ductwork in association with Energy Recovery Ventilator (erv) and AHU's
- Provide pre and post balancing
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$ 80,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, bonds, line voltage, drop ceiling removal/replacement, fire alarms, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,

Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X \_\_\_\_\_  
Customer Signature & Date

X Air Temp Mechanical Services, Inc  
Contractor Name

X *Jason Daigle*  
Jay Daigle, VRF Division Manager



# Trane Turnkey Proposal



**Turnkey Proposal For:**

Shawn Ruszczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

**Local Trane Office:**

Trane U.S. Inc.  
716 Brook Street, Suite 130  
Rocky Hill, CT 06067

**Local Trane Representative:**

Patrick O'Leary  
Account Manager  
Cell: (860) 604-1842  
Office: (860) 616-6600

**Proposal ID:** 7152287

**Quote Number:** B2-VGeAAO-22-001

**Co-op Contract Number:** 3341

**Date:** December 2, 2022



## TRANE TURNKEY PROPOSAL

# Executive Summary

Trane is pleased to present a solution to help Town of Ledyard reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Town of Ledyard to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Town of Ledyard should expect from this project are highlighted below.

- Energy efficiency
- Reliability
- Tenant comfort

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Town of Ledyard with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Town of Ledyard for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick O'Leary  
Account Manager, Trane U.S. Inc.



**Prepared For:**  
Shawn Rusczyk

**Date:**  
December 2, 2022

**Job Name:**  
Ledyard Fire Department Split System 3 & 4 Replacement

**Proposal Number:**  
7152287

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**  
S1-0407786

**Proposal Expiration Date:**  
30 Days

## Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Shawn Rusczyk and based on the site surveys performed on 10/28/22.

### Ledyard Fire Department, 11 Fairway Drive

#### Trane Equipment Specification and Inclusions:

##### Conventional Heat Pump Split – System #3

- Trane 4TWA7060A3 heat pump condenser
- Trane S9V2D120U5 propane gas-fired propane furnace
- Trane 4TXCD010DS cased evaporator coil

##### Conventional Heat Pump Split – System #4

- Trane 4TWR6030H1 heat pump condenser
- Trane S9V2D080D4 propane gas-fired propane furnace
- Trane 4TXCB004DS cased evaporator coil

#### HVAC System Installation Inclusions

- Shut down furnaces and disconnect power
- Isolate and purge gas lines and disconnect for removal
- Reclaim and recover refrigerant charge per EPA regulation
- Demo and remove (Qty 2) air handling units
- Demo and remove (Qty 2) existing propane gas duct furnaces
- Demo and remove (Qty 2) condensing units
- Demo and remove interconnect refrigerant piping
- Disconnect and cap existing flue piping riser / abandon in place
- Install (Qty 2) Trane propane gas fired furnaces
- Install (Qty 2) new cased evaporator coils
- Install (Qty 2) new condensing units
- Furnish and install new CPVC venting from furnace to exterior side wall termination
- Flush and reuse existing interconnecting refrigerant piping
- Furnish and install new supply / return air distribution ductwork connections
- Furnish and install new ductwork insulation on supply
- Furnish and install new gas piping from existing gas shut off
- Install propane conversion kits



- Reuse and reconnect HV electrical wiring
- Reuse and reconnect LV control wiring
- Start and test systems for proper efficient operation

### **High Voltage / Control Wiring Inclusions:**

- Furnish and install HV electrical disconnects and wiring for (Qty 2) condensers
- Furnish and install HV electrical wiring for furnaces
- Cap and make safe existing unused HV electrical wiring
- Furnish and install LV control wiring for thermostat
- Furnish and install all necessary breakers and wire as specified
- Label electrical panel and circuit breakers

### **General Conditions:**

- Work to be performed during regular business hours
- Existing equipment will be disconnected and removed from site
- Furnaces will be installed in existing mechanical room footprint
- HV electrical wiring is included
- Lift rental is included for roof access and equipment removal
- 1-Year Warranty on parts and labor

### **Exclusions**

- Overtime
- General trades (painting, sheetrock, carpentry, masonry, etc.)
- Installation / repair / diagnosis work beyond quoted scope
- Asbestos abatement
- Fire alarm / sprinkler / fire system tie in
- Hazardous waste removal
- Building management system integration
- Duct blast testing
- Duct cleaning
- Structural engineering
- Seismic / structural support
- Insulating existing piping
- Insulating existing ductwork
- Fire protection
- Engineered heat loads
- Stamped engineered drawings
- Duct smoke detectors
- Certified air balancing
- Permit filing fees
- Bonds

### **Proposal Notes/ Clarifications**

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer





# Pricing and Acceptance

Shawn Rusczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

Ledyard Fire Department  
11 Fairway Drive  
Ledyard, CT 06333

## Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....\$95,006.00

## Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Patrick O'Leary  
Account Manager  
Trane U.S. Inc.  
Office (860) 616-6600  
Cell (860) 604-1842



**ACCEPTANCE**

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Patrick O’Leary	Cell: (860) 604-1842 Office: (860) 616-6600 Proposal Date: December 2, 2022
<b>CUSTOMER ACCEPTANCE</b> Town Of Ledyard	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: S1-0407786



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)



63 Fuller Way  
Berlin, CT 06037  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Shawn Ruszczyk  
Foreman.public.works@ledyard.org  
Ledyard Emergency Services  
11 Fairway Drive  
Ledyard, CT 06339

The following is a scope of work to be fully installed. This scope is based off drawings provided and conversations discussing building needs. Prevailing wage rates were carried for this project. Air Temp Mechanical is an approved State of Connecticut task contractor. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from 12/20/22

**Scope of work:**

- Demo and dispose of AHU’s 1 & 2
- Furnish and install (1) ERU in place of AHU-2 to provide fresh air to training room and 1<sup>st</sup> FL
- Furnish and install (8) ceiling cassette evaporators to condition 1<sup>st</sup> Fl offices
- Furnish and install (2) 24k btu ceiling cassettes in Training Room
- Furnish and install (2) condensers on snow stands on top of existing pad
- Furnish and install all duct transitions and new ductwork as necessary
- Furnish and install new refrigeration piping between condenser and indoor evaporators
- Furnish and install thermostats
- Furnish and install condensate drain lines
- Furnish and install control wiring
- Provide concrete cutting from 1<sup>st</sup> Fl mechanical room to 2<sup>nd</sup> Fl mechanical room
- Provide touch screen central controller
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$ 190,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, bonds, and drop ceiling removal/replacement, fire alarms, line voltage, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,

Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X Air Temp Mechanical Services, Inc  
Contractor Name

X \_\_\_\_\_  
Customer Signature & Date

X *Jason Daigle* \_\_\_\_\_  
Jay Daigle, VRF Division Manager





360 Captain Lewis Drive  
Southington CT 06489  
860-953-8888

CT SI-390692 / CT SM1-2010, AA/EOE, CT SBE

Ledyard Senior Center  
12 Van Tassel Dr  
Gales Ferry, CT 06335  
Attn: Shawn Ruszcyk

10-20-2022

Re: Boiler & Domestic Water Heater Replacement

The following is a Design-Build scope of work to replace existing heating boiler and indirect domestic water heater with (2) high-efficient condensing boilers and (1) indirect domestic water heater.

**Design Intent:**

Our calculated heat loss for the building is 130 MBH and domestic hot water load of 75 MBH. We are proposing (2) boilers each sized for 66% of the combined design heat loss and domestic hot water load (205 MBH x .66=135 MBH). (2) Lochinvar condensing boilers model KHB155 with an output capacity of 143 MBH shall be installed. The Lochinvar KHB 155 boiler has a turn-down ratio of 10:1 and thermal efficiency of 95%. The built-in boiler controls shall rest boiler water temperature based on outside air temperature and the space heating has an adjustable outdoor air temperature lockout setpoint. Boiler shall be furnished with Con-X-US which is a mobile application that provides boiler control and alarms from anywhere, owner internet connection is required. We will replace (3) building zone pumps with (3) new pumps with ECM motors. The boilers shall be vented with Centrotherm venting material and routed thru roof. (1) TurboMax T45 indirect domestic water heater with a shall provide 91 GPH continuously based on 40°F inlet/140°F outlet water temperatures.

**Scope of Work:**

- Demo and remove existing Boiler and (2) indirect water heaters
- Furnish and install (2) Lochinvar KHB 155 condensing boilers with ECM boiler pumps, condensate neutralization kits, and Con-X-US
- Furnish and install (3) building zone pumps with ECM motors
- Furnish and install expansion tank and air/dirt separator on heating loop
- Furnish and install HWS & R pipe, valves, and fittings from boilers to existing piping
- Furnish and install pipe insulation on new HWS&R piping.
- Furnish and install gas pipe, valves and fittings to boilers
- Furnish and install boiler flue up thru roof
- Furnish and install combustion air ducting to boilers
- Furnish and install condensate pipe from boilers to existing floor drain
- Extend existing electrical power to new boilers and pumps.
- Replace existing pressure reducing valve and backflow preventor.
- Start and test boilers
- Prevailing wages are included

**Total Price .....\$ 75,000.00- plus tax**

\*Pricing good for 30 days due to changing material costs

**Exclusions:** CT Sales Taxes, permit fees, Asbestos abatement, electrical panel upgrades, plumbing, fire alarm, sprinkler, PE stamped drawings, temporary boiler, temporary domestic hot water heater, chemical water treatment.

Thank you,  
Shawn Hixson  
Mechanical Engineer



63 Fuller Way  
Berlin, CT 06037  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Ledyard Senior Center  
Ledyard, CT 06339  
60 Kings Highway  
Gales Ferry, CT06335

Att: Shawn Ruszczyk

The following is a scope of work to be fully installed. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from

**Scope of work:**

- Demo and dispose of 3 existing AHU’s along with associated condensers
- Furnish and install (1) 2 ½ ton AHU-1 and adapt to existing ductwork
- Furnish and install (1) 2 ton AHU-2 and adapt to existing ductwork
- Furnish and install (1) 4 ton condenser on stand on pad to supply AHU 1 & 2
- Furnish and install (1) 4 ton AHU-3 and adapt to existing ductwork
- Furnish and install (1) 4 ton condenser on stand on pad to supply AHU-3
- Furnish and install refrigeration piping between all condensers and AHU’s
- Furnish and install condensate drain piping for all equipment
- Furnish and install ductwork transitions for all equipment
- Furnish and install thermostats
- Furnish and install control wiring for all equipment
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$72,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, line voltage, bonds, and drop ceiling removal/replacement, fire alarms, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,  
Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X Air Temp Mechanical Services, Inc  
Contractor Name

X \_\_\_\_\_  
Customer Signature & Date

X Jason Daigle  
Jay Daigle, VRF Division Manager





# Trane Turnkey Proposal



**Turnkey Proposal For:**

Shawn Ruszczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

**Local Trane Office:**

Trane U.S. Inc.  
716 Brook Street, Suite 130  
Rocky Hill, CT 06067

**Local Trane Representative:**

Patrick O'Leary  
Account Manager  
Cell: (860) 604-1842  
Office: (860) 616-6600

**Proposal ID: 7168408**

**Quote Number: B2-VGeAAO-22-002**

**Co-op Contract Number: 3341**

**Date: December 9, 2022**



## TRANE TURNKEY PROPOSAL

# Executive Summary

Trane is pleased to present a solution to help Town of Ledyard reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Town of Ledyard to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Town of Ledyard should expect from this project are highlighted below.

- Energy efficiency
- Reliability
- Tenant comfort

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Town of Ledyard with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Town of Ledyard for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick O'Leary  
Account Manager, Trane U.S. Inc.



**Prepared For:**  
Shawn Ruszczyk

**Date:**  
December 9, 2022

**Job Name:**  
Ledyard Senior Center HVAC Improvements

**Proposal Number:**  
7168408

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

## Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Shawn Ruszczyk and based on the site surveys performed on 10/28/2022.

### Ledyard Senior Center, 12 Van Tassel Drive, Gales Ferry CT

#### High Efficiency Boiler Replacement Inclusions:

- Shut down boiler operation and disconnect boiler power
- Isolate and drain heating loop
- Demo and remove existing sectional boiler from site
- Disconnect and cap boiler breaching in mechanical room
- Furnish and install new Thermal Solutions high efficiency boiler
  - (Qty 1) Thermal Solutions AMP 1000
  - **AHRI certified 97% thermal efficiency rating**
  - Digital control system w/ communication capability
- Furnish and install new boiler circulator pump
- Furnish and install primary / secondary heating loop piping setup
- Reuse existing boiler trim, strainers, bypass, and mixing valve
- Reuse existing concrete housekeeping pad
- Furnish and install new cold water feed piping and connections
- Furnish and install new hot water supply / return piping connections
- Furnish and install new CPVC exhaust venting with side wall termination
- Furnish and install boiler condensate neutralizer
- Reuse and re-install system circulating pumps
- Reuse and reconnect low voltage control wiring
- Fill and purge heating and domestic water piping
- Start and test system for proper efficient operations

#### Storage Tank Replacement Inclusions:

- Isolate and drain domestic CW supply / HW outlet
- Shut down hot water delivery, isolate, and drain storage tank
- Disconnect and remove (Qty 2) existing 40 Gallon storage tanks from site
- Furnish and install (Qty 2) new 40 Gallon heat pump water heater
  - Amtrol Model WH-7C
- Furnish and install new pressure relief valves
- Furnish and install new domestic water piping connections
- Reuse and reconnect domestic mixing valve
- Fill and purge domestic hot water lines
- Start and test water heater for proper efficient operation



### Trane Equipment Specification and Inclusions:

#### Ductless Heat Pump Split System #1 / System #2 - Community Room

- (Qty 2) Trane TUMYP0361AK heat pump condensers
- (Qty 4) Trane 4TPKFYP018LM wall mounted evaporators

#### Conventional Air Conditioning Split System #3

- Trane 4TTA3036B3 condenser
- Trane TEM6A0C36H air handler

#### Conventional Air Conditioning Split System #4

- Trane 4TTA3060D3 condenser
- Trane TEM6B0C60H air handler

#### Community Room Ductless Split System Installation Inclusions:

- Furnish and install (Qty 4) Trane 4TPKFYP018LM evaporators (wall mount)
- Furnish and install (Qty 2) Trane TUMYP0361AK condensers (exterior ground mount)
- Furnish and install condenser ground mounting support
- Furnish and install new wall mounted wireless controller
- Furnish and install new interconnecting refrigerant piping
- Furnish and install new interior condensate drain piping
- Furnish and install new LV communication wiring
- Evacuate and charge refrigerant system
- Materials to support our installation are included
- Start and test equipment for proper efficient operation

#### Conventional Heat Pump Split Systems Installation Inclusions

- Shut down systems and disconnect power
- Reclaim and recover refrigerant charge per EPA regulation
- Demo and remove (Qty 2) air handling units
- Demo and remove (Qty 2) condensing units
- Disconnect existing refrigerant piping at equipment
- Install (Qty 2) Trane air handling units
- Install (Qty 2) Trane condensing units
- Furnish and install new interconnecting refrigerant piping
- Furnish and install new supply / return air distribution ductwork connections
- Furnish and install new ductwork insulation on supply
- Furnish and install new secondary drain pan
- Furnish and install new condensate drain removal piping connections
- Evacuate and charge refrigerant system
- Reuse and reconnect HV electrical wiring
- Start and test systems for proper efficient operation

#### High Voltage / Control Wiring Inclusions:

- Furnish and install HV electrical disconnects and wiring for (Qty 4) condensers
- Furnish and install LV control wiring for ductless split systems
- Furnish and install LV control wiring for ductless split systems
- Furnish and install all necessary breakers and wire as specified
- Label electrical panel and circuit breakers

#### General Conditions:

- Work to be performed during regular business hours
- Existing boiler and water heating equipment will be disconnected and removed from site
- Conventional air handlers will be installed in existing mechanical room footprint





- Ductless split wall mounted evaporators will be installed in Community Center
- Existing conventional air handlers not being replaced will be abandoned in place
- HV electrical wiring is included
- 1-Year Warranty on parts and labor

### Exclusions

- Overtime
- General trades (painting, sheetrock, carpentry, masonry, etc.)
- Installation / repair / diagnosis work beyond quoted scope
- Asbestos abatement
- Fire alarm / sprinkler / fire system tie in
- Hazardous waste removal
- Building management system integration
- Duct blast testing
- Duct cleaning
- Structural engineering
- Seismic / structural support
- Insulating existing piping
- Insulating existing ductwork
- Fire protection
- Engineered heat loads
- Stamped engineered drawings
- Duct smoke detectors
- Certified air balancing
- Permit filing fees
- Bonds

### Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



# Pricing and Acceptance

Shawn Rusczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

Ledyard Senior Center  
12 Van Tassel Drive  
Gales Ferry CT 06335

### High Efficiency Boiler Upgrade

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 130,865.00**

### Add / Alternate Domestic Water Replacement

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 31,035.00**

### Conventional Air Conditioning and Ductless Split Systems – Community Room

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 131,675.00**

### Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Patrick O'Leary  
Account Manager  
Trane U.S. Inc.  
Office (860) 616-6600  
Cell (860) 604-1842



**ACCEPTANCE**

**This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Patrick O’Leary	Cell: (860) 604-1842 Office: (860) 616-6600 Proposal Date: December 9, 2022
<b>CUSTOMER ACCEPTANCE</b> Town Of Ledyard	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)



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**File #:** 23-1106

**Agenda Date:** 2/1/2023

**Agenda #:** 2.

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## GRANT REQUEST

### **Type Motion/Request here and complete the Grant Request Form Below:**

MOTION to allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive, \$200,000
- Ledyard Senior Citizens Facility at 12 Van Tassel Drive, \$155,000

### **Background:**

There were several unanticipated HVAC failures at Town buildings over the last two years. This is coupled with need to rotate out aging assets and realignment of provisions based on current space usage:

- Town Hall: Failure of the A/C-heat pumps serving the front half of the building. The system supplying the rear half was of the same vintage. It was decided to proceed with comprehensive replacement. The \$80,000 project was funded through ARPA and is complete except for improvements in the Town Clerk Vault and replacement of the MIS split unit. This project was a combination of an Omni Partners government services bid for the equipment and CT State bid for the labor.
- Emergency Services Building (ESB): Multiple failures of heating and A/C. Phase 1 of the most urgent heating repairs involving straightforward replacement/reorientation was completed for about \$84,000 with associated electrical work, the bulk of which through CT State bid (Air Temp-\$80K, attached). A second estimate through Omni Partners (Trane) would have exceeded \$95,000 (attached), without miscellaneous associated work. Funds were drawn from the Building Upgrade Reserve account. Remaining work included broader heating and A/C replacements that cannot be suitably accomplished apart from substantial realignment to meet present and prospective building utilization. Substantial effort has been put into this and is reflected the firm quote through a CT State bid proposal for \$190,000 (Air Temp, attached). This price is good until February 19, 2023.
- Senior Center: The Senior Center has been operating with partial A/C and also has original heating equipment that is relatively inefficient and also due for replacement. We have secured separate proposals for heating and A/C according to CT State bid pricing in the amounts of \$75,000 and \$72,000, respectively (Air Temp, attached) for a combined total of \$147K. These proposals are also good until February 19, 2023. We had previously received a separate proposal through Omni Partners government services bidding for the combined package in the amount of \$262K-\$293K (Trane, attached).



**Department Comments/Recommendation:**

Based on the relative complexity of what these HVAC projects involve, i.e., proposals were more or less design-build based on factors beyond simple replacement and the pricing climate has been extremely variable and volatile, I recommend going with the Air Temp offerings according to State Bid pricing, as has been done for recent Town Hall and Phase 1 ESB projects cited in the background. Going out to bid, while feasible of course, would require contract engineering services to establish appropriate and firm scopes of work according to the particular realignment of HVAC systems needed at this point.

Specifically, I recommend appropriating \$200,000 for the balance of the ESB HVAC work, which would cover the firm Air Temp \$190K proposal, associated other work, and contingency.

For the Senior Center, I recommend appropriating \$155,000 for the combined cost of the firm Air Temp proposals, associated work, and contingency.

**Finance Director Comments/Recommendation:**

There are approximately \$580,000 of uncommitted ARPA funds as of this date. Any ARPA funds that remain uncommitted / unobligated as of December 31, 2024 and unexpended as of December 31, 2026 will need to be returned the funding source (federal government via the state).

Procurement rules under Uniform Guidance require competitive bidding for purchases in excess of \$250,00. As these project fall under that threshold, utilizing State Bid pricing is acceptable.

**Mayor Comments/Recommendation:**

(Type text here)

**Meeting Action Detail:****Finance Committee Meeting 1/4/2023:**

**File #:** [231081](#) Version: 1

**Type:** Financial Business Request (FBR)

**Title:** MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive
- Ledyard Parks and Recreation/Senior Citizens Facility at 12 Van Tassel Drive

In addition, that the Public Works Director solicits bids for the projects in comparison to the cost estimates already obtained from the State Bid List.

Moved: Saums

Seconded: Ingalls

**Action:** Recommend to Approve**Minute Note:**

Councilor Saums stated that there were three items that were an unanticipated expense and he asked Public Works Director/Town Engineer Steve Masalin to provide an overview of the items.

Public Works Director/Town Engineer Steve Masalin stated this year there have been a number of HVAC issues this year noting the following:

- Town Hall HVAC System failed this past summer. The \$80,000 HVAC System was replaced using funding from the American Rescue Plan Act (ARPA).
- Bill Library HVAC System was also replaced.
- Emergency Services Building on Fairway Drive HVAC Systems failed (both heating and air conditioning). Mr. Masalin stated the system was 21 years old and he explained that they just completed heating system, which was paid for using the Building Maintenance Reserve in an unanticipated way.
- Parks and Recreation/Senior Citizens Facility on Van Tassel Drive HVAC Systems failed (both heating and air conditioning). Mr. Masalin noted the air conditioning system failed last summer and they had to use window units. He stated the heating system was limping along, noting the 32 year old original gas boiler was inefficient. It was also noted that this facility was used as a Cooling Center during the summer months.

Mr. Masalin went on to state cost estimates have obtained thru the State Bid List to complete the HVAC needs for both Emergency Services Building (\$190,000) and the Parks and Recreation/Senior Citizens Facility (\$150,000). He stated the combined estimated cost for the two buildings was \$340,000. He stated although one of these HVAC projects could be paid from the Building Maintenance Capital Reserve Account, that it would completely exhaust account and he noted that other scheduled projects on the docket would have to be set aside for lack of available funding. He stated he presently has not asked for more of an appropriation this year for the Building Maintenance Reserve Fund than has been made in the last few years. Therefore, he stated that they would need some supplemental funding to address both the Emergency Services Building and the Parks and Recreation/Senior Citizens Facility HVAC Systems, whether the funding comes from a special appropriation, grant funding which he did not see on the horizon.

Councilor Saums stated he was shocked by the estimated costs to replace the HVAC Systems at these two town facilities. He stated although there was some residual American Rescue Plan Act (ARPA) funding that they were planning to use the funds for the Ledyard Center Sewer Extension Project. However, he stated because the HVAC Systems were time sensitive that he would suggest using some ARPA funding for the HVAC Systems, noting that the town would more likely be able to obtain grant funding for the Ledyard Center Sewer Extension Project over HVAC Systems.

Mr. Masalin explained that the time sensitive part was because this State Bid Contractor had exclusive commitments from May 1- September 1, 2023. He stated if they do not move forward with these State Bid List proposals that they would need to find another contract through a different proposal and hope that the function costs would be similar.

Councilor Saums stated he had reservations about using the State Bid List Contractor because the cost seemed so high. Mr. Masalin noting in replacing the Town Hall HVAC System last summer that they were able to bring the Contractor in under the State Bid List because the cost was lower. Therefore, he stated if they were going to use the competitive bid process that they would have a different means of measurement of what their absolute dollar value would be based on that process. He also noted that they would have to prepare the scope and specifications for the bid process. Councilor Saums recognized the work and time involved to solicit complete bids and he stated that based on the cost estimates obtained that it may be worth it.

Councilor Ryan stated it was unfortunate that the HVAC Systems at both Emergency Services Building and the Parks and Recreation/Senior Citizens Facility have failed. He noted the American Rescue Plan Act (ARPA) spreadsheet shows that there were some uncommitted funds that would support these projects. He stated that he agreed with Councilor Saums in that the town would have a better chance of obtaining grant funding for the Ledyard Center Sewer Extension Project than they would for the replacement of HVAC Systems. However, he stated this was not the situation they had hoped to be in. He stated that he also agreed that he agreed the longer they delayed the projects that the cost would only increase.

Finance Director Matthew Bonin stated the American Rescue Plan Act (ARPA) Funds had to be committed by December 31, 2024 and spent by December 31, 2026.

MOTION to recommend the Town Council allocate funds from the American Rescue Plan Act (ARPA) for the replacement of the following HVAC Systems:

- Ledyard Emergency Services Building at 11 Fairway Drive
- Ledyard Parks and Recreation/Senior Citizens Facility at 12 Van Tassel Drive

In addition, that the Public Works Director solicits bids for the projects in comparison to the cost estimates already obtained from the State Bid List.

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: See above.

VOTE: 3- 0 Approved and so declared

**Action:** Recommend to Approve

**\*\*POST MEETING NOTE\*\*:** 1/19/2023 - This item was not included on the Town Council's January 25, 2023 Agenda.

Public Works Director Steve Masalin called Councilor Saums on Thursday (1/12/2023) after the Finance Committee meeting to say he had spoken with Buildings & Grounds Foreman Shawn Ruszczyk about getting bids for the HVAC work instead of using the State Bid List System. Mr. Ruszczyk provided more details about the HVAC Systems involved in the Emergency Services Building on Fairway Drive and Parks and Recreation/Senior Citizens Facility on Van Tassel Drive. Putting a Request for Proposals (RFP) together would be complicated due to the complexity of the systems and structures involved.

An Engineer would need to be hired to develop the specifications for the systems, and that doing so and managing the RFP would add cost to the process. Two quotes from Firms on the State Bid List have already been obtained.

Mr. Masalin asked that the Motion regarding the replacement of the HVAC Systems for these buildings not be included on the Town Council's January 25, 2023 Agenda because he would like to put more

thought and detail into the project.

The use of ARPA Funding for the replacement of the HVAC Systems at the Emergency Services Building and the Parks and Recreation/Senior Citizens Facility would come back to the Finance Committee at a later time.

**Please Complete the Grant Request Form Below:**

TOWN OF LEDYARD  
GENERAL GOVERNMENT  
GRANT APPLICATION POLICY AND PROCESS

The Ledyard Town Council will approve all grant applications submitted by the Town to any governmental agency or private foundation on behalf of the Town; and any items that are offered to the Town by any entity, and items taken in forfeiture by the Town. Every department, commission, or board acting on behalf of the Town of Ledyard when seeking grants or responding to an offer to the Town of grant funds or items must follow this policy and process.

Grants, for these purposes include:

1. Grants that require a Town match -- whether the match is a dollar figure, an in-kind contribution, or a combination thereof
2. Grants that are 100% funded
3. Items or services that are offered (“gifted”) to the Town such as land, equipment, buildings, or vehicles
4. Items that are taken by forfeiture and intended to be retained by the Town
5. Items granted to a fire company’s 501(c)3 organization but expected to be maintained and/or insured by Town operating dollars

When applying for any grant, the grant seeker will create a legislative file and attach a completed GRANT REQUEST FORM and any pertinent information about the grant and grantor. The legislative file will be set up to go the Town Council using the Finance Committee workflow.

**When applying for Federal funding, the grant seeker must include acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1).**

Amended and Approved by the Town Council: on: July 22, 2020

Linda C Davis

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Linda C. Davis, Chairman

Revisions: “General Government Grant Application Policy and Process” Adopted: May 8, 2018.

History: Paragraph 5 added the following: “When applying for Federal funding, the grant seeker must include

acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1).”

Below the Form added: FOR FEDERAL GRANTS: “I confirm that I have read and understand the federal general procurement standards in 2 CFR § 200.318 through 200.325”

Added to the Policy Attachment 1 “Code of Federal Regulations: 2 CFR” to Policy.

GRANT REQUEST FORM

Requestor Pubic Works Director Date January 19, 2023

Dept/Commission/Board

Name of Grant American Rescue Plan Act (ARPA)

Type of Grant (State of CT, Federal, Private Foundation, Individual - if combination, explain)

Reason for Applying for this Grant

Replace HVAC Systems at Ledyard Emergency Services Building and the Ledyard Senior Citizens Facility

Amount of Town Match No

Source of Town Match N/A

In-Kind Match - Explain

N/A

FOR FEDERAL GRANTS: I confirm that I have read and understand the federal general procurement standards in 2 CFR § 200.318 through 200.325 (Appendix 1)

Signed Name Printed Name Date

ATTACHMENT 1

Code of Federal Regulations: 2 CFR

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial

and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### §200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the



material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional

services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### §200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### §200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.





360 Captain Lewis Drive  
Southington CT 06489  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Shawn Ruszczyk  
Foreman.public.works@ledyard.org  
Ledyard Emergency Services  
11 Fairway Drive  
Ledyard, CT 06339

The following is a scope of work to be fully installed. This scope is based on replacement of AHU's 3 & 4. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from 10/11/22

**Scope of work:**

- Demo and dispose of AHU's 3 & 4 along with associated condensers
- Furnish and install (1) 24k btu ducted AHU in replacement of AHU 3
- Furnish and install (1) 36k btu ducted AHU in replacement of AHU 4
- Furnish and install (1) Mode Changer Unit to allow heating and cooling simultaneously
- Furnish and install (1) 60k btu heat pump condenser on stand on pad
- Furnish and install new refrigeration piping between condenser, mode changer unit, and indoor evaporators
- Furnish and install (2) thermostats
- Furnish and install condensate drain lines
- Furnish and install control wiring
- Furnish and install (1) 600 cfm Energy Recovery Ventilator (erv) to bring in fresh air
- Provide all ductwork in association with Energy Recovery Ventilator (erv) and AHU's
- Provide pre and post balancing
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$ 80,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, bonds, line voltage, drop ceiling removal/replacement, fire alarms, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,

Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X \_\_\_\_\_  
Customer Signature & Date

X Air Temp Mechanical Services, Inc  
Contractor Name

X *Jason Daigle*  
Jay Daigle, VRF Division Manager



# Trane Turnkey Proposal



**Turnkey Proposal For:**

Shawn Ruszczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

**Local Trane Office:**

Trane U.S. Inc.  
716 Brook Street, Suite 130  
Rocky Hill, CT 06067

**Local Trane Representative:**

Patrick O'Leary  
Account Manager  
Cell: (860) 604-1842  
Office: (860) 616-6600

**Proposal ID:** 7152287

**Quote Number:** B2-VGeAAO-22-001

**Co-op Contract Number:** 3341

**Date:** December 2, 2022





**TRANE TURNKEY PROPOSAL**

## Executive Summary

Trane is pleased to present a solution to help Town of Ledyard reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Town of Ledyard to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Town of Ledyard should expect from this project are highlighted below.

- Energy efficiency
- Reliability
- Tenant comfort

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Town of Ledyard with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Town of Ledyard for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick O'Leary  
Account Manager, Trane U.S. Inc.



**Prepared For:**  
Shawn Rusczyk

**Date:**  
December 2, 2022

**Job Name:**  
Ledyard Fire Department Split System 3 & 4 Replacement

**Proposal Number:**  
7152287

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**  
S1-0407786

**Proposal Expiration Date:**  
30 Days

## Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Shawn Rusczyk and based on the site surveys performed on 10/28/22.

### Ledyard Fire Department, 11 Fairway Drive

#### Trane Equipment Specification and Inclusions:

##### Conventional Heat Pump Split – System #3

- Trane 4TWA7060A3 heat pump condenser
- Trane S9V2D120U5 propane gas-fired propane furnace
- Trane 4TXCD010DS cased evaporator coil

##### Conventional Heat Pump Split – System #4

- Trane 4TWR6030H1 heat pump condenser
- Trane S9V2D080D4 propane gas-fired propane furnace
- Trane 4TXCB004DS cased evaporator coil

#### HVAC System Installation Inclusions

- Shut down furnaces and disconnect power
- Isolate and purge gas lines and disconnect for removal
- Reclaim and recover refrigerant charge per EPA regulation
- Demo and remove (Qty 2) air handling units
- Demo and remove (Qty 2) existing propane gas duct furnaces
- Demo and remove (Qty 2) condensing units
- Demo and remove interconnect refrigerant piping
- Disconnect and cap existing flue piping riser / abandon in place
- Install (Qty 2) Trane propane gas fired furnaces
- Install (Qty 2) new cased evaporator coils
- Install (Qty 2) new condensing units
- Furnish and install new CPVC venting from furnace to exterior side wall termination
- Flush and reuse existing interconnecting refrigerant piping
- Furnish and install new supply / return air distribution ductwork connections
- Furnish and install new ductwork insulation on supply
- Furnish and install new gas piping from existing gas shut off
- Install propane conversion kits



- Reuse and reconnect HV electrical wiring
- Reuse and reconnect LV control wiring
- Start and test systems for proper efficient operation

### **High Voltage / Control Wiring Inclusions:**

- Furnish and install HV electrical disconnects and wiring for (Qty 2) condensers
- Furnish and install HV electrical wiring for furnaces
- Cap and make safe existing unused HV electrical wiring
- Furnish and install LV control wiring for thermostat
- Furnish and install all necessary breakers and wire as specified
- Label electrical panel and circuit breakers

### **General Conditions:**

- Work to be performed during regular business hours
- Existing equipment will be disconnected and removed from site
- Furnaces will be installed in existing mechanical room footprint
- HV electrical wiring is included
- Lift rental is included for roof access and equipment removal
- 1-Year Warranty on parts and labor

### **Exclusions**

- Overtime
- General trades (painting, sheetrock, carpentry, masonry, etc.)
- Installation / repair / diagnosis work beyond quoted scope
- Asbestos abatement
- Fire alarm / sprinkler / fire system tie in
- Hazardous waste removal
- Building management system integration
- Duct blast testing
- Duct cleaning
- Structural engineering
- Seismic / structural support
- Insulating existing piping
- Insulating existing ductwork
- Fire protection
- Engineered heat loads
- Stamped engineered drawings
- Duct smoke detectors
- Certified air balancing
- Permit filing fees
- Bonds

### **Proposal Notes/ Clarifications**

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



# Pricing and Acceptance

Shawn Rusczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

Ledyard Fire Department  
11 Fairway Drive  
Ledyard, CT 06333

## Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....\$95,006.00

## Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Patrick O'Leary  
Account Manager  
Trane U.S. Inc.  
Office (860) 616-6600  
Cell (860) 604-1842



**ACCEPTANCE**

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Patrick O’Leary	Cell: (860) 604-1842 Office: (860) 616-6600 Proposal Date: December 2, 2022
<b>CUSTOMER ACCEPTANCE</b> Town Of Ledyard	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: S1-0407786



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that





Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)



63 Fuller Way  
Berlin, CT 06037  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Shawn Ruszczyk  
Foreman.public.works@ledyard.org  
Ledyard Emergency Services  
11 Fairway Drive  
Ledyard, CT 06339

The following is a scope of work to be fully installed. This scope is based off drawings provided and conversations discussing building needs. Prevailing wage rates were carried for this project. Air Temp Mechanical is an approved State of Connecticut task contractor. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from 12/20/22

**Scope of work:**

- Demo and dispose of AHU’s 1 & 2
- Furnish and install (1) ERU in place of AHU-2 to provide fresh air to training room and 1<sup>st</sup> FL
- Furnish and install (8) ceiling cassette evaporators to condition 1<sup>st</sup> Fl offices
- Furnish and install (2) 24k btu ceiling cassettes in Training Room
- Furnish and install (2) condensers on snow stands on top of existing pad
- Furnish and install all duct transitions and new ductwork as necessary
- Furnish and install new refrigeration piping between condenser and indoor evaporators
- Furnish and install thermostats
- Furnish and install condensate drain lines
- Furnish and install control wiring
- Provide concrete cutting from 1<sup>st</sup> Fl mechanical room to 2<sup>nd</sup> Fl mechanical room
- Provide touch screen central controller
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$ 190,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, bonds, and drop ceiling removal/replacement, fire alarms, line voltage, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,

Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X Air Temp Mechanical Services, Inc  
Contractor Name

X \_\_\_\_\_  
Customer Signature & Date

X *Jason Daigle* \_\_\_\_\_  
Jay Daigle, VRF Division Manager



360 Captain Lewis Drive  
Southington CT 06489  
860-953-8888

CT SI-390692 / CT SM1-2010, AA/EOE, CT SBE

Ledyard Senior Center  
12 Van Tassel Dr  
Gales Ferry, CT 06335  
Attn: Shawn Ruszczyk

10-20-2022

Re: Boiler & Domestic Water Heater Replacement

The following is a Design-Build scope of work to replace existing heating boiler and indirect domestic water heater with (2) high-efficient condensing boilers and (1) indirect domestic water heater.

**Design Intent:**

Our calculated heat loss for the building is 130 MBH and domestic hot water load of 75 MBH. We are proposing (2) boilers each sized for 66% of the combined design heat loss and domestic hot water load ( $205 \text{ MBH} \times .66 = 135 \text{ MBH}$ ). (2) Lochinvar condensing boilers model KHB155 with an output capacity of 143 MBH shall be installed. The Lochinvar KHB 155 boiler has a turn-down ratio of 10:1 and thermal efficiency of 95%. The built-in boiler controls shall rest boiler water temperature based on outside air temperature and the space heating has an adjustable outdoor air temperature lockout setpoint. Boiler shall be furnished with Con-X-US which is a mobile application that provides boiler control and alarms from anywhere, owner internet connection is required. We will replace (3) building zone pumps with (3) new pumps with ECM motors. The boilers shall be vented with Centrotherm venting material and routed thru roof. (1) TurboMax T45 indirect domestic water heater with a shall provide 91 GPH continuously based on 40°F inlet/140°F outlet water temperatures.

**Scope of Work:**

- Demo and remove existing Boiler and (2) indirect water heaters
- Furnish and install (2) Lochinvar KHB 155 condensing boilers with ECM boiler pumps, condensate neutralization kits, and Con-X-US
- Furnish and install (3) building zone pumps with ECM motors
- Furnish and install expansion tank and air/dirt separator on heating loop
- Furnish and install HWS & R pipe, valves, and fittings from boilers to existing piping
- Furnish and install pipe insulation on new HWS&R piping.
- Furnish and install gas pipe, valves and fittings to boilers
- Furnish and install boiler flue up thru roof
- Furnish and install combustion air ducting to boilers
- Furnish and install condensate pipe from boilers to existing floor drain
- Extend existing electrical power to new boilers and pumps.
- Replace existing pressure reducing valve and backflow preventor.
- Start and test boilers
- Prevailing wages are included

**Total Price .....\$ 75,000.00- plus tax**

\*Pricing good for 30 days due to changing material costs

**Exclusions:** CT Sales Taxes, permit fees, Asbestos abatement, electrical panel upgrades, plumbing, fire alarm, sprinkler, PE stamped drawings, temporary boiler, temporary domestic hot water heater, chemical water treatment.

Thank you,  
Shawn Hixson  
Mechanical Engineer



63 Fuller Way  
Berlin, CT 06037  
860-953-8888  
CT S1-390692 / CT SM1-2010  
AA/EOE  
CT SBE

Ledyard Senior Center  
Ledyard, CT 06339  
60 Kings Highway  
Gales Ferry, CT06335

Att: Shawn Ruszczyk

The following is a scope of work to be fully installed. Please feel free to call us with any questions and thank you for the opportunity to work with you on this project. Pricing is valid for 30 days from

**Scope of work:**

- Demo and dispose of 3 existing AHU’s along with associated condensers
- Furnish and install (1) 2 ½ ton AHU-1 and adapt to existing ductwork
- Furnish and install (1) 2 ton AHU-2 and adapt to existing ductwork
- Furnish and install (1) 4 ton condenser on stand on pad to supply AHU 1 & 2
- Furnish and install (1) 4 ton AHU-3 and adapt to existing ductwork
- Furnish and install (1) 4 ton condenser on stand on pad to supply AHU-3
- Furnish and install refrigeration piping between all condensers and AHU’s
- Furnish and install condensate drain piping for all equipment
- Furnish and install ductwork transitions for all equipment
- Furnish and install thermostats
- Furnish and install control wiring for all equipment
- Provide startup and commissioning
- Permit.
- Labor to complete work.

**Total Amount.....\$72,000.00 (Tax if Applicable)**

**Exclusions:** Anything not specifically stated above is assumed to be excluded, Asbestos removal, painting, tax, 2<sup>nd</sup> shift, engineered drawings, line voltage, bonds, and drop ceiling removal/replacement, fire alarms, saw cutting, structural steel, electrical service upgrades, plaster wall or ceiling repair.

Thank You,  
Jay Daigle  
VRF Division Manager

X \_\_\_\_\_  
Customer Name

X Air Temp Mechanical Services, Inc  
Contractor Name

X \_\_\_\_\_  
Customer Signature & Date

X Jason Daigle  
Jay Daigle, VRF Division Manager





# Trane Turnkey Proposal



**Turnkey Proposal For:**

Shawn Ruszczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

**Local Trane Office:**

Trane U.S. Inc.  
716 Brook Street, Suite 130  
Rocky Hill, CT 06067

**Local Trane Representative:**

Patrick O'Leary  
Account Manager  
Cell: (860) 604-1842  
Office: (860) 616-6600

**Proposal ID: 7168408**

**Quote Number: B2-VGeAAO-22-002**

**Co-op Contract Number: 3341**

**Date:** December 9, 2022





## TRANE TURNKEY PROPOSAL

# Executive Summary

Trane is pleased to present a solution to help Town of Ledyard reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Town of Ledyard to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Town of Ledyard should expect from this project are highlighted below.

- Energy efficiency
- Reliability
- Tenant comfort

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Town of Ledyard with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Town of Ledyard for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick O'Leary  
Account Manager, Trane U.S. Inc.



**Prepared For:**  
Shawn Ruszczyk

**Date:**  
December 9, 2022

**Job Name:**  
Ledyard Senior Center HVAC Improvements

**Proposal Number:**  
7168408

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

## Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Shawn Ruszczyk and based on the site surveys performed on 10/28/2022.

### Ledyard Senior Center, 12 Van Tassel Drive, Gales Ferry CT

#### High Efficiency Boiler Replacement Inclusions:

- Shut down boiler operation and disconnect boiler power
- Isolate and drain heating loop
- Demo and remove existing sectional boiler from site
- Disconnect and cap boiler breaching in mechanical room
- Furnish and install new Thermal Solutions high efficiency boiler
  - (Qty 1) Thermal Solutions AMP 1000
  - **AHRI certified 97% thermal efficiency rating**
  - Digital control system w/ communication capability
- Furnish and install new boiler circulator pump
- Furnish and install primary / secondary heating loop piping setup
- Reuse existing boiler trim, strainers, bypass, and mixing valve
- Reuse existing concrete housekeeping pad
- Furnish and install new cold water feed piping and connections
- Furnish and install new hot water supply / return piping connections
- Furnish and install new CPVC exhaust venting with side wall termination
- Furnish and install boiler condensate neutralizer
- Reuse and re-install system circulating pumps
- Reuse and reconnect low voltage control wiring
- Fill and purge heating and domestic water piping
- Start and test system for proper efficient operations

#### Storage Tank Replacement Inclusions:

- Isolate and drain domestic CW supply / HW outlet
- Shut down hot water delivery, isolate, and drain storage tank
- Disconnect and remove (Qty 2) existing 40 Gallon storage tanks from site
- Furnish and install (Qty 2) new 40 Gallon heat pump water heater
  - Amtrol Model WH-7C
- Furnish and install new pressure relief valves
- Furnish and install new domestic water piping connections
- Reuse and reconnect domestic mixing valve
- Fill and purge domestic hot water lines
- Start and test water heater for proper efficient operation



### Trane Equipment Specification and Inclusions:

#### Ductless Heat Pump Split System #1 / System #2 - Community Room

- (Qty 2) Trane TUMYP0361AK heat pump condensers
- (Qty 4) Trane 4TPKFYP018LM wall mounted evaporators

#### Conventional Air Conditioning Split System #3

- Trane 4TTA3036B3 condenser
- Trane TEM6A0C36H air handler

#### Conventional Air Conditioning Split System #4

- Trane 4TTA3060D3 condenser
- Trane TEM6B0C60H air handler

#### Community Room Ductless Split System Installation Inclusions:

- Furnish and install (Qty 4) Trane 4TPKFYP018LM evaporators (wall mount)
- Furnish and install (Qty 2) Trane TUMYP0361AK condensers (exterior ground mount)
- Furnish and install condenser ground mounting support
- Furnish and install new wall mounted wireless controller
- Furnish and install new interconnecting refrigerant piping
- Furnish and install new interior condensate drain piping
- Furnish and install new LV communication wiring
- Evacuate and charge refrigerant system
- Materials to support our installation are included
- Start and test equipment for proper efficient operation

#### Conventional Heat Pump Split Systems Installation Inclusions

- Shut down systems and disconnect power
- Reclaim and recover refrigerant charge per EPA regulation
- Demo and remove (Qty 2) air handling units
- Demo and remove (Qty 2) condensing units
- Disconnect existing refrigerant piping at equipment
- Install (Qty 2) Trane air handling units
- Install (Qty 2) Trane condensing units
- Furnish and install new interconnecting refrigerant piping
- Furnish and install new supply / return air distribution ductwork connections
- Furnish and install new ductwork insulation on supply
- Furnish and install new secondary drain pan
- Furnish and install new condensate drain removal piping connections
- Evacuate and charge refrigerant system
- Reuse and reconnect HV electrical wiring
- Start and test systems for proper efficient operation

#### High Voltage / Control Wiring Inclusions:

- Furnish and install HV electrical disconnects and wiring for (Qty 4) condensers
- Furnish and install LV control wiring for ductless split systems
- Furnish and install LV control wiring for ductless split systems
- Furnish and install all necessary breakers and wire as specified
- Label electrical panel and circuit breakers

#### General Conditions:

- Work to be performed during regular business hours
- Existing boiler and water heating equipment will be disconnected and removed from site
- Conventional air handlers will be installed in existing mechanical room footprint



- Ductless split wall mounted evaporators will be installed in Community Center
- Existing conventional air handlers not being replaced will be abandoned in place
- HV electrical wiring is included
- 1-Year Warranty on parts and labor

### Exclusions

- Overtime
- General trades (painting, sheetrock, carpentry, masonry, etc.)
- Installation / repair / diagnosis work beyond quoted scope
- Asbestos abatement
- Fire alarm / sprinkler / fire system tie in
- Hazardous waste removal
- Building management system integration
- Duct blast testing
- Duct cleaning
- Structural engineering
- Seismic / structural support
- Insulating existing piping
- Insulating existing ductwork
- Fire protection
- Engineered heat loads
- Stamped engineered drawings
- Duct smoke detectors
- Certified air balancing
- Permit filing fees
- Bonds

### Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



# Pricing and Acceptance

Shawn Rusczyk  
Director of Buildings and Grounds  
Town Of Ledyard  
741 COLONEL LEDYARD HIGHWAY  
Ledyard, CT 06333-0633

Ledyard Senior Center  
12 Van Tassel Drive  
Gales Ferry CT 06335

### High Efficiency Boiler Upgrade

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 130,865.00**

### Add / Alternate Domestic Water Replacement

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 31,035.00**

### Conventional Air Conditioning and Ductless Split Systems – Community Room

**Total Price** *(Sales tax will be added separately if applicable)* ..... **\$ 131,675.00**

### Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Patrick O'Leary  
Account Manager  
Trane U.S. Inc.  
Office (860) 616-6600  
Cell (860) 604-1842



**ACCEPTANCE**

**This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Patrick O’Leary	Cell: (860) 604-1842 Office: (860) 616-6600 Proposal Date: December 9, 2022
<b>CUSTOMER ACCEPTANCE</b> Town Of Ledyard	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the





Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)

## Roxanne Maher

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**From:** Steve Masalin  
**Sent:** Tuesday, January 24, 2023 10:30 AM  
**To:** Timothy Ryan; William Saums  
**Cc:** Andra Ingalls; Roxanne Maher; Fred Allyn, III; Matthew Bonin  
**Subject:** RE: HVAC system motion for Wednesday night

Tim,  
If I may weigh in.  
Your question frames a significant basis for piggy-backing on State Bids and the several other government/cooperative bidding offerings available (e.g., Capitol Region Council of Gov'ts [CRCOG], ezIQC [Gordian Group (under CRCOG)], Omni Partners [formerly Sourcewell], other regional coops [e.g., Southeastern Regional Services Group DPW Services (Massachusetts)]).  
The thought is not only the savings realized with respect to outside consulting, in-house staff time, advertising, timeframe for approval, but that these coops also exercise a rigorous, competitive bidding process that include tight specs, higher economies of scale, broader reach, etc. We have seen that this may not always result in the best pricing, but it would be hard to know absolutely without direct comparison with local bids, a decision for which is generally precluded when we go the coop route. One recent example validating the coop route, however, was the Town Green pole barn slab. We put off the Gordian proposal for a local bid and found in the end that the Gordian offering (which we went with) was nearly \$60,000 less than the low local bid.  
We cannot always use coop bids where stipulations (e.g., for State/Federal grants) require direct bidding. But where funding is already appropriated, I frequently use the piggy-backing approach.  
Regards,  
Steve

*Steven E. Masalin, P.E.*



Public Works Director, Town of Ledyard  
741 Colonel Ledyard Hwy.  
Ledyard, CT 06339  
(860) 464-3238  
[www.ledyardct.org](http://www.ledyardct.org)

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**From:** Timothy Ryan <[tryan@ledyardct.org](mailto:tryan@ledyardct.org)>  
**Sent:** Tuesday, January 24, 2023 9:47 AM  
**To:** William Saums <[WSaums@ledyardct.org](mailto:WSaums@ledyardct.org)>  
**Cc:** Andra Ingalls <[aingalls@ledyardct.org](mailto:aingalls@ledyardct.org)>; Roxanne Maher <[council@ledyardct.org](mailto:council@ledyardct.org)>; Steve Masalin <[pwd@ledyardct.org](mailto:pwd@ledyardct.org)>  
**Subject:** Re: HVAC system motion for Wednesday night

Thanks for the update, Bill!

Is the thought that, even with the additional cost associated with hiring an engineer and managing the RFP, we might be able to get a better price vice going through the state bidding system?

-Tim

Timothy Ryan

On Jan 23, 2023, at 2:23 PM, William Saums <[WSaums@ledyardct.org](mailto:WSaums@ledyardct.org)> wrote:

Andra, Tim,

Steve Masalin called me Thursday after the finance meeting to say he had spoken with Shawn Ruszczyk about getting bids for the HVAC work instead of using the state bid system. Shawn provided more details about the systems involved in the EMS and Senior Center buildings, and said that putting an RFP together would be complicated due to the complexity of the systems and structures involved.

Steve says he would need to hire an engineer to develop the specifications for the systems, and that doing so and managing the RFP would add cost to the process. He says they already have two quotes from two firms using the state bidding system, and he would like to take the motion off Wednesday's agenda until he can put more thought and detail into the project.

Just letting you know this will be coming back to finance when he has more information, so we will not move on it Wednesday night. Even if we don't get bids, it will require council action to use ARPA funds.

-Bill Saums  
(O) 1-860-572-7181  
(M) 1-401-225-5362



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

File #: 22-877

Agenda Date: 2/1/2023

Agenda #: 3.

## RESOLUITON

### Motion/Request:

MOTION to adopt proposed revisions to the “*Resolution Establishing Administrator/Department Head Benefits*” as contained in the draft dated *January 9, 2023*.

### Background:

Updates to the “*Resolution Establishing Administrator/Department Head Benefits*” have been proposed which include the following: (See attached Draft Resolution)

- Increase Department Heads from 16 to 17
- Update Titles of Positions as follows:
  - ✓ Assistant Director of Finance/*Treasurer*
  - ✓ ~~Librarian~~ *Library Director*
  - ✓ ~~Town Treasurer~~
  - ✓ Police ~~Lieutenant~~ *Captain* \*\*
- Insurance Section - Updated paragraph (c) regarding employee’s premium.

*Effective with the adoption of this Resolution, each employee shall be responsible for the percentage of the applicable conventional premium rate determined by the insurance carrier or administrator for all health and dental benefits as outlined in Paragraph d below.*

- Pension Section - Updated language for employee enrollment in Defined Contribution Plan and town match:

*Effective July 1, 2022 employees eligible for the Defined Contribution Plan will be automatically enrolled at date of hire at a contribution rate of ten percent (10%) of base salary. The Town will match the employee’s contribution effective six months after the date of hire*

- New Section “Wages and Compensation” to address salary increases and cell phone reimbursement:

### WAGES AND COMPENSATION

*Employees shall be paid at the rate as designated by the Mayor or contractually negotiated. Increases in wages shall be effective on the first day of July and may not be less than the **highest gross wage increase (GWI)** percentage of the highest union contracted increase for that fiscal year.*

*Employees required to be available via cell phone outside of regular work hours who are not issued a Town cell phone, shall receive a monthly stipend for usage of their personal cell phone at a rate equivalent to the highest stipend paid to any of the Town’s bargaining units.*

*With the implementation of this Resolution, retroactive reimbursement for wages and personal cell phones shall be paid to employees who were on staff as of July 1, 2022.*

- Longevity - Updated rates

a.	Ten years, but less than fifteen years	\$350.00
b.	Fifteen years, but less than twenty years	\$450.00
c.	Twenty or more years	\$550.00

**Department Comment/Recommendation:**

(type text here)

**Mayor Comment/Recommendation:**

(type text here)

**Body:**

(type text here)

**Meeting Action Detail:**

**Finance Committee Meeting 1/04/2023**

File #: [22877](#) Version: 1

Type: Resolution

Title: MOTION to adopt proposed revisions to the “*Resolution Establishing Administrator/Department Head Benefits*” as contained in the draft dated December 6, 2022.

Mover: Ingalls

Secunder: Ryann

Action: Withdrawn

**Minute Note:**

Moved by Councilor Ingalls, seconded by Councilor Ryan

Discussion: Mayor Allyn, III, explained that proposed revisions to the “*Resolution Establishing Administrator/Department Head Benefits*” were drafted to update the language to include the addition of a new “*Wages and Compensation*” Section and other editorials as noted below.

“WAGES AND COMPENSATION”

*Employees shall be paid at the rate as designated by the Mayor or contractually negotiated. Increases in wages shall be effective on the first day of July and may not be less than the percentage of the highest union contracted increase for that fiscal year.*

*Employees required to be available via cell phone outside of regular work hours who are not issued a Town cell phone, shall receive a monthly stipend for usage of their personal cell phone at a rate equivalent to the highest stipend paid to any of the Town’s bargaining units.*

*With the implementation of this Resolutions, retroactive reimbursement for personal cell phone use shall be paid to employees who were on-staff during the period beginning with the Covid 19 pandemic of March, 2020; as outlined in the above paragraph.”*

Mayor Allyn continued to explain that the highest union contracted increase for this fiscal year was 3%. He presented a spreadsheet that was prepared by Administrator of Human Resources Don Steinhoff which showed the difference in the hourly rate of the Department Heads covered under this Resolution, noting the difference in the hourly rate ranged from 0.07 to 0.29 per hour; for a total cost of \$4,813.02 for Fiscal Year 2022/2023.

Mayor Allyn went on to note the other change in the Resolution was to provide a stipend to the Department Heads who use of their personal cell phones to conduct town business. He stated it was more cost effective for the town to provide a stipend to these Department Heads for using their personal cell phones for town business than it would be for the town to purchase additional cell phones and additional monthly contracts for phone. He stated the cost of the cell phone stipend was \$4,320 per year. He stated the wage adjustment and cell phone stipends would be retroactive to July 1, 2022.

Councilor Saums addressed the language in the new Wage and Compensation Section as follows: “*Employees shall be paid at the rate as designated by the Mayor or contractually negotiated. Increases in wages shall be effective on the first day of July and **may not be less than the percentage of the highest union contracted increase for that fiscal year.***” He stated the town has been very careful with raises for Department Heads; noting that the Department Heads have not received many raises; and the raises they received have not been much. Therefore, he stated that he was in-favor with keeping the Department Head’s wage increases at par or upping them a little based on the past cycle. However, he stated if this clause was included in the Resolution; and for some reason one union asked for a 5% wage increase, and the town said “*No*”; but the union then won their case through Arbitration; that the fourteen Department Heads covered by the Resolution would also receive a 5% wage increase. Therefore, he stated he had concerns, because the town did not have total control over what they give their union employees. He stated he did not have a solution this evening with regard to what they could replace this language with.

Mayor Allyn, III, stated historically the town has been aggressive with keeping the wage increases for bargaining units low. Councilor Saums agreed with Mayor Allyn’s comment, and he added that the town has actually fallen behind in some areas, noting in some cases Ledyard’s wages were lower than other towns. Mayor Allyn stated keeping wages lower than other towns has been an issue for Ledyard with respect to trying to keep staff and in trying to fill vacancies for certain roles/positions. He stated that this has become a problem for the Town.

Councilor Saums stated in certain instances some union employees did receive a 5% wage increase because they were correcting past inequalities. He stated that he believed he believed Ledyard would be negotiating differently, noting that employees read our labor contracts/agreements and the contracts/agreements of neighboring communities He concluded by expressing concern that with the proposed wage language, as written, in the “*Resolution Establishing Administrator/Department Head Benefits*” that they could end up giving some big raises unintentionally. He questioned whether they could write the wage language in a way that would prevent them from unintentionally giving big raises to Department Heads.

Councilor Ryan suggested basing the Department Head wage increases on an average of wage increases of the bargaining units.

The Finance Committee agreed to withdrawn the motion to obtain additional information.

**Action:** Withdrawn

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**Administration Committee Meeting 12/14/2022**

**File #:** [22877](#) Version: 1

**Type:** Resolution

**Title:** MOTION to adopt proposed revisions to the “*Resolution Establishing Administrator/Department Head Benefits*” as contained in the draft dated December 6, 2022.

**Mover:** Irwin      **Seconder:** McGrattan

**Action:** Recommend to Approve

**Minute Note:**

Moved by Councilor Irwin, seconded by Councilor McGrattan

Discussion: Councilor Ingalls noted that she was pleased to see the language to encourage staff to use their vacation days, noting that taking time off away from their job was better for peoples’ well-being.

**VOTE:** 3 - 0 Approved and so declared

**Action:** Recommend to Approve



**RESOLUTION ESTABLISHING  
ADMINISTRATOR/DEPARTMENT HEAD BENEFITS**

**WHEREAS,** The Town Council recognizes the need to compensate its Administrators/Department Heads in a fair and equitable manner;

**NOW, THEREFORE BE IT RESOLVED,** That the Town Council reaffirms the practices, policies, plans and benefits set forth in the Town of Ledyard Employee Handbook which applies to all Employees, including Administrators/Department Heads and provides further that if the terms of this Resolution differ from the terms of the Town of Ledyard Employee Handbook, the provisions and terms of this Resolution shall apply exclusively.

For the purpose of this Resolution, the Town Council Chairperson shall be the immediate supervisor of the Administrative Assistant to the Town Council; the Chairperson of the Town Council Finance Committee shall be the immediate supervisor for the Town Treasurer; the Director of Finance shall be the immediate supervisor for the Assistant Director of Finance; the Mayor shall be the immediate supervisor for all other Administrators/Department Heads.

All benefits are computed based on a 40 hour work week. Benefits for employees working less than 40 hours will be pro-rated based on a 40 hour work week.

As of the date of this revision there are ~~46~~<sup>17</sup> non-union positions covered by the Administrator /Department Head Resolution:

1. Town Clerk
2. Director of Finance
3. Assistant Director of Finance/*Treasurer*
4. Director of Administrative Services/Mayoral Assistant
5. Director of Human Resources
6. Administrator of Emergency Services
7. Director of Civil Preparedness and Emergency Management
8. ~~Librarian~~*Library Director*
9. Public Health Nursing Administrative Supervisor
10. Director of Parks and Recreation
11. Public Works Director/Town Engineer
12. Director of Planning and Development
13. Administrative Assistant to the Town Council
14. ~~Town Treasurer~~
15. WPCA Wastewater Operations Supervisor
16. Mayor \*
17. Chief of Police \*\*
18. Police ~~Lieutenant~~*Captain* \*\*

\* Elected position. Applicable sections of this Resolution are limited to insurance, pension, and workers compensation.

\*\* Appointed/Contracted Position. Applicable sections of this Resolution are limited to those not specifically covered in the contract.

Note: At times some of the positions listed above may be unfilled, combined, or contracted. Appropriate adjustments to benefits will be made in these circumstances.

**LEAVES AND ABSENCES**

All leaves and absences are based on a 40 hour work week. Leave and absences for employees working less than 40 hours will be pro-rated based on a 40 hour work week.

**VACATION**

See Personnel Handbook

## **SPECIAL LEAVE**

Special Holiday leave shall be granted on the days, or portions thereof, listed below:

- a. December 24, whenever it occurs on a Monday;
- b. December 24, after having worked one-half of their normal daily work schedule, whenever it occurs on a Tuesday, Wednesday, or Thursday;
- c. December 26, whenever it occurs on a Friday;
- d. December 31, whenever it occurs on a Monday;
- e. December 31, after having worked one-half of their normal daily work schedule, whenever it occurs on a Tuesday, Wednesday, or Thursday;
- f. January 2, whenever it occurs on a Friday.

The above Holiday leave may be adjusted based on Town Hall schedules; e.g. if union contracts are negotiated to allow the Town Hall to be open on any of these days compensatory time-off may be granted.

The Administrators/Department Heads whose duties and responsibilities require them to work during periods of special leave shall be eligible for equivalent amounts of compensatory time off.

## **LEAVE OF ABSENCE WITHOUT PAY**

All requests for a Leave of Absence Without Pay must be made in writing and approved in advance by the Mayor. If the leave is for more than five (5) days in any one month, the Administrator/Department Head shall not earn sick or vacation leave for that month. The Administrator/Department Head shall not be paid for any holiday or special leave day which may occur during the Leave of Absence Without Pay. In order to qualify to be paid for a holiday or a special leave day, an Administrator/Department Head who has been on a Leave of Absence Without Pay must have worked the last work day directly preceding said holiday or special leave day.

## **SICK LEAVE TERMINATION**

Upon termination of service from the Town of Ledyard, all unused sick leave up to a maximum of fifty (50) days will be paid to the Administrator/Department Head in a lump sum payment, provided the individual has been an Employee of the Town for a minimum of ten (10) years, and said Administrator/Department Head is not terminated for cause.

Employees hired on or after July 1, 2014 with a minimum of ten (10) consecutive years of service will upon termination be paid for a maximum of twenty (20) days.

## **PERSONAL LEAVE**

Each Administrator/Department Head shall be entitled to three (3) personal leave days annually without loss of pay, provided such Administrator/Department Head notifies the Supervisor at least twenty-four (24) hours in advance, except in the case of a personal emergency. Personal days may be used in conjunction with a holiday or vacation provided a two (2) week written notice is supplied to the Supervisor and provided approval is granted by the Supervisor. During an Employee's first fiscal year, he or she shall be eligible for one (1) personal day for every four (4) months worked.

## **COMPENSATORY TIME**

Administrator/Department Heads may, with the advanced approval of the Supervisor or Mayor, be provided compensation in the form of compensatory time at the rate of one hour of compensatory time for each hour worked in excess of the maximum work week of each employee. Salaried exempt employees shall be eligible for compensatory time off for work performed which is beyond the normal scope of duties. All compensatory time must be taken within three months, unless otherwise approved by immediate supervisor. Compensatory time which is not taken within three months of accrual will be forfeited.

## INSURANCE

The Town shall continue to provide eligible Employees and their dependents substantially similar group health and dental insurance coverage and benefits as exist in the Town's conventional insurance plan. The Town reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage, so long as the new coverage and benefits are substantially similar to the conventional insurance. The Town will not be responsible for changes unilaterally imposed by an insurance provider so long as the Town uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

- a. Each Employee shall be responsible for fifty percent (50%) of the cost of the dental plan for spouse or family coverage, and the applicable Employee contribution rate, as set forth below, for the Employee's dental coverage.
- b. The Town will purchase for each Employee at no cost to Employee, life insurance which in the event of death of the Employee while employed by the Town, will provide a benefit of \$50,000 or a sum equivalent to the Employee's base salary, whichever is less.
- ~~c. Effective with the adoption of this Resolution, each Employee shall be responsible for ten percent (10%) of the applicable conventional premium rate (COBRA rate) determined by the insurance carrier or administrator for all health and dental insurance benefits, excluding life insurance. An Employee with individual coverage shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for individual coverage. An Employee and spouse or an Employee and eligible dependent, (two person coverage classification), shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for such two person coverage. An Employee with family coverage shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for family coverage.~~
- c. Effective with the adoption of this Resolution, each employee shall be responsible for the percentage of the applicable conventional premium rate determined by the insurance carrier or administrator for all health and dental benefits as outlined in Paragraph d below.*
- d. Effective July 1, 2010 and each July 1 following, the co-insurance and co-pay contributions shall be the same as the lowest negotiated Town Hall labor contracts effective on that date.
- e. Employees may elect to waive all group insurance benefits, and in lieu thereof, be remunerated in the amount of twenty-five percent (25%) of the actual premium saved.
- f. Employees are required to notify Human Resources of significant changes to circumstances affecting insurance, including but not limited to births, death of dependents, marriage, adoptions, divorce, or change in eligibility of dependents.

## PENSION

Employees hired prior to July 1, 2009 may be eligible to participate in the town's Defined Benefit Pension Plan. Details of this plan are provided in the Defined Benefit Summary Plan Description which will be provided to all eligible employees.

Employees hired on or after July 1, 2009 may be eligible to participate in the town's Defined Contribution Pension Plan. Details of this plan are provided in the Defined Contribution Summary Plan Description which will be provided to all eligible employees.

~~Effective July 1, 2014 employees eligible for the Defined Contribution Plan will be auto-enrolled at an employee contribution rate of 3% of base salary effective the first day of the first full quarter of the fiscal year after the hire date. Unless the employee directs the~~

~~town otherwise, the employee minimum contribution rate will increase by 1% on July 1st each year until an employee contribution rate of 15% is achieved. Employees have the right to opt out of or modify the auto enrollment by notifying Human Resources within 90 days after the actions are effective. The Town will match the employee's contributions up to a rate equal to the highest rate negotiated by Town Hall labor contracts currently in effect on July 1<sup>st</sup> of each fiscal year.~~

*Effective July 1, 2022 employees eligible for the Defined Contribution Plan will be automatically enrolled at date of hire at a contribution rate of ten percent (10%) of base salary. The Town will match the employee's contribution effective six months after the date of hire.*

### **WORKERS' COMPENSATION**

If an Employee is injured in the performance of his or her duties or is otherwise qualified for benefits under the Workers' Compensation Act, the net after tax difference between his or her regular base pay and Workers' Compensation shall be paid by the Employer for a period not to exceed six (6) months or until maximum recovery is attained (whichever is first.)

Until a determination is made as to the eligibility for Workers' Compensation payments, absences shall be charged, at the Employee's option, to accumulated sick leave and/or vacation time, provided eligibility requirements are met. The Employee's time will be credited when compensation becomes effective.

Notwithstanding the above, if the Town, in its sole discretion, advances pay before an eligibility determination is made, and the Employee is thereafter found ineligible or the Employee's eligibility is terminated for any reason, the deficiency shall be charged at the Employee's option to accumulated sick leave and/or accumulated vacation leave. However, if an Employee has not accumulated sufficient sick and/or annual leave to cover the period of absence, the Employee shall be considered on leave with pay and shall be required to repay the Town for any salary advanced while on leave with pay in the following manner:

- a. Sick Leave
- b. Vacation
- c. Personal Leave
- d. Incentives
- e. Wages
- f. Welfare Benefits

### **WAGES AND COMPENSATION**

*Employees shall be paid at the rate as designated by the Mayor or contractually negotiated. Increases in wages shall be effective on the first day of July and may not be less than the highest gross wage increase (GWI) percentage of the highest union contracted increase for that fiscal year.*

*Employees required to be available via cell phone outside of regular work hours who are not issued a Town cell phone, shall receive a monthly stipend for usage of their personal cell phone at a rate equivalent to the highest stipend paid to any of the Town's bargaining units.*

*With the implementation of this Resolution, retroactive reimbursement for wages and personal cell phones shall be paid to employees who were on staff as of July 1, 2022.*

### **EDUCATION AND TRAINING**

The Administrator/Department Head shall be reimbursed for travel expenses, meals, lodging, registration fees and other appropriate expenses as may be required when attending professional meetings, training and/or conducting Town business, provided prior approval to attend such meeting and incur such expenses is obtained from the immediate supervisor.

Any Administrator/Department Head who successfully completes an education or vocational course approved, in advance, by the immediate supervisor shall be reimbursed the cost of such

courses up to a maximum of fifty percent (50%) not to exceed One Thousand Dollars (\$1,000) per year. Courses eligible for reimbursement must be at an accredited college or university and directly relate to the Administrator/Department Head's professional development. Employees who receive tuition reimbursement shall remain in the employment of the Town for one year following completion of the course or shall be required to reimburse the tuition.

**LONGEVITY**

In return for good and faithful service to the Town, each Administrator/Department Head shall receive the following longevity payments:

- |    |   |                                     |
|----|---|-------------------------------------|
| a. | Ten years, but less than fifteen years    | <del>\$250.00</del> <b>\$350.00</b> |
| b. | Fifteen years, but less than twenty years | <del>\$350.00</del> <b>\$450.00</b> |
| c. | Twenty or more years                      | <del>\$450.00</del> <b>\$550.00</b> |

Payment shall be paid in one lump sum annually on the pay date nearest the Administrator/Department Head's anniversary date of employment.

Employees hired after July 1, 2014 shall not be eligible for Longevity payments.

Adopted by the Ledyard Town Council on: \_\_\_\_\_.

\_\_\_\_\_  
Kevin J. Dombrowski, Chairman

\*\*\*\*\*  
Revisions: March 10, 1989; July 13, 1998; September 26, 1990; January 27, 1993; October 8, 2003; May 28, 2014; January 13, 2016.

History:  
2022: Updated the titles of the following positions:

Librarian to Library Director; Assistant Finance Director to include Treasurer; Police Lieutenant to Police Capitan.

Insurance Section paragraph (c): Removed/replaced the following language  
~~Effective with the adoption of this Resolution, each Employee shall be responsible for ten percent (10%) of the applicable conventional premium rate (COBRA rate) determined by the insurance carrier or administrator for all health and dental insurance benefits, excluding life insurance. An Employee with individual coverage shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for individual coverage. An Employee and spouse or an Employee and eligible dependent, (two person coverage classification), shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for such two person coverage. An Employee with family coverage shall have deducted from his/her monthly wages ten percent (10%) of the monthly conventional premium rate (COBRA rate) for family coverage.~~

*(New Language): Effective with the adoption of this Resolution, each employee shall be responsible for the percentage of the applicable conventional premium rate determined by the insurance carrier or administrator for all health and dental benefits as outlined in Paragraph d below.*

Pension Section: Removed/replaced the following language:

~~Effective July 1, 2014 employees eligible for the Defined Contribution Plan will be auto-enrolled at an employee contribution rate of 3% of base salary effective the first day of the first full quarter of the fiscal year after the hire date. Unless the employee directs the town otherwise, the employee minimum contribution rate will increase by 1% on July 1<sup>st</sup> each year until an employee contribution rate of 15% is achieved. Employees have the right to opt out of or modify the auto enrollment by notifying Human Resources within 90 days after the actions are effective. The Town will match the employee's contributions up to a rate equal to the highest rate negotiated by Town Hall labor contracts currently in effect on July 1<sup>st</sup> of each fiscal year.~~

*Effective July 1, 2022 employees eligible for the Defined Contribution Plan will be automatically enrolled at date of hire at a contribution rate of ten percent (10%) of base salary. The Town will match the employee's contribution effective six months after the date of hire.*

Added New Section : "Wages and Compensation".

Longevity Section: Updated longevity payments as follows:

- |    |   |                               |
|----|---|-------------------------------|
| a. | Ten years, but less than fifteen years    | <del>\$250.00</del> -\$350.00 |
| b. | Fifteen years, but less than twenty years | <del>\$350.00</del> -\$450.00 |
| c. | Twenty or more years                      | <del>\$450.00</del> -\$550.00 |

DRAFT

ADJUSTMENT TO DEPARTMEN HEADS SALARY

Emp #	Job	Pay	Effective Date	Hours	Rate FY23 with 2.5% increase	Proposed NEW FY23 3%	FY23 Hourly Diff	FY23 Additional Cost	Rate FY22	Period Pay	Annual Pay	Last Name	First Name	Grade	NEW Cell Stipend
819	1771	100	07/01/2022	80.00	40.76	40.96	0.20	422.45	39.77	3,260.80	84,780.80	STAMMEL	IAN	TRFN	Cell
941	1740	100	07/01/2022	80.00	37.94	38.12	0.18	375.02	37.01	3,035.20	78,915.20	JOHNSON	SCOTT	P&RD	Cell
1032	1711	100	07/01/2022	60.00	28.23	28.37	0.14	215.28	27.54	1,693.69	44,036.00	CHAPMAN	KRISTEN	EXEC	Cell
1057	1720	100	07/01/2022	80.00	44.25	44.47	0.22	448.87	43.17	3,540.23	92,046.00	HODGE	JULIET	DPLN	
1079	1715	100	07/01/2022	80.00	50.44	50.51	0.07	136.98	49.04	4,035.50	104,923.00	BONIN	MATTHEW	DFIN	Cell
1086	1730	100	07/01/2022	80.00	37.45	37.63	0.18	384.08	36.54	2,996.00	77,896.00	SMITH	JENNIFER	LIBD	Cell
5095	1750	100	07/01/2022	80.00	60.19	60.48	0.29	606.53	58.72	4,815.20	125,195.20	MASALIN	STEVEN	PWTE	
5257	1745	100	07/01/2022	80.00	45.45	45.68	0.22	461.10	44.35	3,636.38	94,546.00	GOETCHIUS	KAREN	PHAS	Cell
5284	1760	100	07/01/2022	80.00	31.66	31.82	0.16	328.08	30.89	2,532.80	65,852.80	MAHER	ROXANNE	TCAD	Cell
5521	1755	100	07/01/2022	80.00	42.76	42.97	0.21	440.13	41.72	3,420.80	88,940.80	BANKS	STEPHEN	SOSP	
6112	1765	100	07/01/2022	80.00	30.25	30.39	0.15	307.37	29.51	2,419.73	62,913.00	RILEY	PATRICIA	TCLK	Cell
6169	1700	100	07/01/2022	25.00	31.37	31.52	0.15	100.05	30.60	784.25	20,390.50	HOLYFIELD	STEPHEN	ADES	
6203	1726	100	07/01/2022	80.00	57.89	58.17	0.28	587.08	56.48	4,630.96	120,405.00	STEINHOFF	DONALD	HRAD	Cell
734	1005	100	07/01/2022	80.00	63.03	63.33	0.30	633.78	61.49	5,042.40	131,102.40	RICH	JOHN	CHIE	
5441	1006	100	07/01/2022	80.00	*51.87	0.00	0.00		45.67	4,149.60	107,889.60	CREUTZ	KENNETH	CAPT	
								4,813.02							4,320.00
													<b>TOTAL FY23 Added Cost</b>		<b>9,133.02</b>
838	1735	100	07/01/2022	80.00	45.67				45.67	3,653.85	95,000.00	ALLYN	FREDERIC	MAYR	



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-279

**Agenda Date:** 2/1/2023

**Agenda #:** 4.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Any other New Business proper to come before the Committee.