

*Johnson Controls International  
Building Technology Integration  
15901 SW 29<sup>th</sup> St., Suite 801  
Miramar, FL 33027  
C: 786.831-4570  
E: [Mike.E.Miller@jci.com](mailto:Mike.E.Miller@jci.com)*

## Proposal

May 30, 2018

Captain Curtis Krauel  
Town of Palm Beach Police Department  
345 South County Road  
Palm Beach, FL 33480

PROJECT: ToPB Video Surveillance Expansion FY18

Quote Number: FY180067

Dear Captain Curtis Krauel,

Johnson Controls is an industry leader and continues to provide full service solutions for customers. Our project managers, technicians, and engineering staff are unsurpassed in the Building Technology Integration Industry, assuring you a professional level of design, coordination and execution. Johnson Controls factory trained service and support are moments away should you need assistance. Our proposal is to furnish and install video surveillance upgrades in order to increase security for the citizens of the Town of Palm Beach.

Pease feel free to contact me with any questions, comments, and/or concerns. Have a great day.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Miller".

Mike Miller, CISSP, PMP  
South Florida Account Executive  
Building Technology Integration

<b>Prepared for:</b>	Town of Palm Beach PD Attn: Captain Krauel	<b>Date:</b>	May 30, 2018
		<b>Proposal by:</b>	Mike Miller
<b>Project:</b>	ToPB Video Surveillance Expansion FY18	<b>Engineer:</b>	JCI
<b>Location:</b>	Town of Palm Beach, FL	<b>Quote Validity:</b>	60 Days

## Scope of Work

JCI to furnish and install video surveillance and telecommunications upgrades to 6 locations within the Town of Palm Beach in order to improve security. The locations consist of:

1. Coconut & Royal Palm
2. East Worth Ave
3. Flagler Bridge Sidewalk
4. Flagler Bridge Underside
5. Pump Station
6. Hibiscus & Peruvian Ave

### Location Details:

- **Cocoanut & Royal Palm Video Surveillance Kit:** The intent is to cover South Coconut, West Royal Palm, and North Coconut with Pan Tilt Zoom (PTZ) cameras and to cover East Royal Palm with fixed cameras.
  - X3 CON-CCTV- PTZ- W Axis, (\$3,667 \* 3) \$11,001
  - X1 CON-CCTV-FIXODR- Axis, \$1,893
  - X1 CON-UPU-BSWT-8CCTV, \$7,523
  - X1 CON-TX-NLOS-25, \$995
  - X24 Hours of Telecom/Security Labor, (\$120 \* 24) \$2,880
  - X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$1,150
  - X1 Electrical Contractor, Install 2" conduit from town panel 120' west of intersection to location of existing light pole. Install breaker and wire for 20 amp circuit at median panel location. Will hang bank switch box, no constant power at the location. Pull Ethernet cable from existing light pole to bank switch box location. Install and hook up power to power box at power source. \$5,091

**Sub-Total Cocoanut & Royal Price.....\$30,533**

- **East Worth Ave LPR & Video Surveillance:** The intent is to cover East Worth Ave with 2 LPR Cameras, 2 Fixed Cameras, and 1 Subscriber Module (SM) shooting towards Linda Garry's Access Point (AP).
  - X2 CON-CCTV-ALPR- Vigilant, (\$12,228 \* 2) \$24,456
  - X2 CON-CCTV-FIXODR- Axis, (\$1,893 \* 2) \$3,786
  - X1 CON-UPU-8CCTV-L, \$4,114
  - X1 CON-TX-NLOS-25, \$995
  - X24 Hours of Telecom/Security Labor, (\$120 \* 24) \$2,880

- X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$1,150
- X1 Electrical Contractor. Bore 2" conduit from median roughly 175 feet to back side of dumpster area. Will need to block off road possible assistance from PD. Get power from existing outlet on back side of dumpster area. Set low voltage box on wall behind dumpster area. (Supplied by others) Pull 6- cat 5 from Low voltage box to new install light pole. Install and hook up power to power box at power source. Install concrete base. Town of Palm beach to supply anchor bolts from light pole kits. Remove excess dirt from excavation. Price is only good providing we can install base in proposed location, not aware of underground utilities. Concrete base is 30 inches round and 5 feet deep. Install pole supplied by Town of Palm Beach. Will need a drain to use a mud hug if the water table is high to remove the excess water in ground. \$24,992
- X1 Town of Palm Beach pole. \$3,500

**Sub-Total East Worth Ave Price.....\$65,873**

- **Flagler Bridge Sidewalk Video Surveillance:** The intent is to cover Flagler Bridge pedestrian activity along the bridge sidewalks with 1 PTZ and 1 fixed Camera pointing East (on each side, doubling the qty to 2 PTZ and 2 Fixed), 1 Fixed Camera pointing West (on each side, doubling the qty to 2 Fixed).
  - X2 CON-CCTV- PTZ- W Axis (\$3,667 \*2) \$7,334
  - X4 CON-CCTV-FIXODR- Axis, (\$1,893 \* 4) \$7,572
  - X8 Hours of Telecom/Security Labor, (\$120 \* 8) \$960
  - X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$786
  - X1 Electrical Contractor, Pull through conduit (Ethernet Cables) to poles with devices, \$3,724

**Sub-Total Flagler Bridge Sidewalk Ave Price.....\$20,376**

- **Flagler Bridge Underside Video Surveillance:** The intent is to cover the underside of Flagler Bridge in order to prevent vagrants occupying the area.
  - X4 CON-CCTV-FIXODR- Axis, (\$1,893 \* 4) \$7,572
  - CON-UPU-4CCTV-S, \$2,286
  - X1 CON-TX-NLOS-25, \$995
  - X24 Hours of Telecom/Security Labor, (\$120 \* 24) \$2,880
  - X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$293
  - X1 Electrical Contractor, once the Town of Palm provides a 20 amp circuit 120 volt is to be in place before we start our work, technicians will set junction box under bridge and extend power to NE corner under bridge. Technician will run conduit for a total of 4 camera and 1 antenna and pull cat 5 wire. Will run conduit and strap pipe on concrete base of bridge. There will be nothing to be strapped up high to the cross members of the bridge. Technician will set box on NNE and NW corner, SSE and SW corner, and box for Antenna on North side. Technician will pull through conduit (Ethernet Cables) to pole with devices. \$9,724

**Sub-Total Flagler Bridge Underside Price.....\$23,750**

- **Pump Station Access Point:** The intent is to provide an Access Point which will enable communications and provide double the bandwidth (120 Mbps to 250 Mbps) for projects within the Flagler bridge vicinity.
  - X2 CON-RX-NLOS, (\$5,025 \* 2) \$10,050
  - X1 CON-SC5-NLOS, \$2,143
  - X32 Hours of Telecom/Security Labor, (\$120 \* 32) \$3,840
  - X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$1,329

**Sub-Total Pump Station Price.....\$17,362**

- **Hibiscus & Peruvian Ave Video Surveillance:** The intent is to cover the area at Hibiscus and Peruvian with cameras at existing light pole or installation of new decorative sign pole.
  - X1 CON-CCTV- PTZ- W Axis, \$3,667
  - X2 CON-CCTV-FIXODR- Axis, (\$1,893 \* 2) \$3,786
  - X1 CON-UPU-8CCTV-S, \$3,771
  - X1 CON-TX-NLOS-25, \$995
  - CON-ACC-LENS10, \$90
  - X24 Hours of Telecom/Security Labor, (\$120 \* 24) \$2,880
  - X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$293
  - X1 Electrical Contractor, Install new 100 amp meter main and run 1 ½ conduit for power to FPL pole to the north of the paper stand. Install new rack on back side of paper stand. Will need permission on where we can set the meter main and LV box. Install Low voltage box and run total of 5- cat 5 wires from low voltage box to new pole. Install concrete base. Town of Palm beach to supply anchor bolts from light pole kits. Remove excess dirt from excavation. Price is only good providing we can install base in proposed location, not aware of underground utilities. Concrete base is 30 inches round and 5 feet deep. Install pole supplied by Town of Palm Beach. Will need a drain to use a mud hug if the water table is high to remove the excess water in ground. \$15,844
  - X1 Town of Palm Beach pole. \$3,500

**Sub-Total Hibiscus & Peruvian Ave Price.....\$34,826**

**Project Management Price.....\$2,347**

---

**Total Net Price.....\$195,067**

### Additional Notes/Items

- One year parts & labor warranty is included in this proposal for all JCI installed equipment.
- Customer to provide access to all areas required to complete this project.
- Work to be completed during normal business hours M-F 8am –5pm not including holidays.
- Any labor or materials not specifically included in the “Scope of Work” section above.
- Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- Permit fees, engineering fees, or any fee associated with obtaining an electrical permit is excluded from this proposal.
- If a permit is required, CAD or DWG drawings will be required for Permit submission.

This proposal listed above is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

\_\_\_\_\_  
Town of Palm Beach

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Johnson Controls, Inc.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mike Miller  
Account Executive

### **TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an offsite storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if

Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.

8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.

11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

## **RIDER TO ToPB Video Surveillance Expansion FY18 Terms & Conditions**

For Inclusion in Professional Services Agreement ("Agreement") Between the Town of Palm Beach and Johnson Controls

\*Items in **green text** below are corrections to the original Terms & Conditions above.

10. ATTORNEYS' FEES. Purchaser agrees that **it** will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.

12. INDEMNITY. **Subject to the provisions and limitations of Florida Statute section 768.28.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

*THIS RIDER IS THE LAST ARTICLE TO THE AGREEMENT AND IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE AGREEMENT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE AGREEMENT.*

\_\_\_\_\_  
Town of Palm Beach Initials  
Date Initialed: \_\_\_\_\_

\_\_\_\_M.M.\_\_\_\_  
Johnson Controls Initials  
Date Initialed: \_\_30 May 2018\_\_

\_\_\_\_\_  
Town of Palm Beach  
\_\_\_\_\_  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Johnson Controls, Inc.  
\_\_\_\_\_  
  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Mike Miller  
Account Executive  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: 30 May 2018