

*Johnson Controls International
Building Technology Integration
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Miramar, FL 33027
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E: 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 Wireless Upgrades FY18

Quote Number: FY180052

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 wireless radio upgrades to the Town of Palm Beach in order to increase data throughput and reliability for the video surveillance.

The PMP-450i can help the Town of Palm Beach's video surveillance posture in three ways; improved performance, produce an 18% increase in data throughput, and reduce the interference by half.

The Town has experienced degraded quality on video surveillance feeds due to the long distances with obstructions and foliage. With the 3-5 dB power increase in transmit power and Cambium's new Dynamic Filtering, the links will double in power and increase data throughput when compared to the end of life PMP-450 radios.

In 2018, we are experiencing latency as we put more data on the network. With x3 more the processing power, the 450i Access Points can handle more Subscriber Modules; this benefits the Town by pushing more data across their wireless links to capture better quality video. Increasing the capacity of each Subscriber Module by 20 Mbps will add up; especially when each Access Points hold multiple Subscriber Modules, which increases the aggregate throughput.

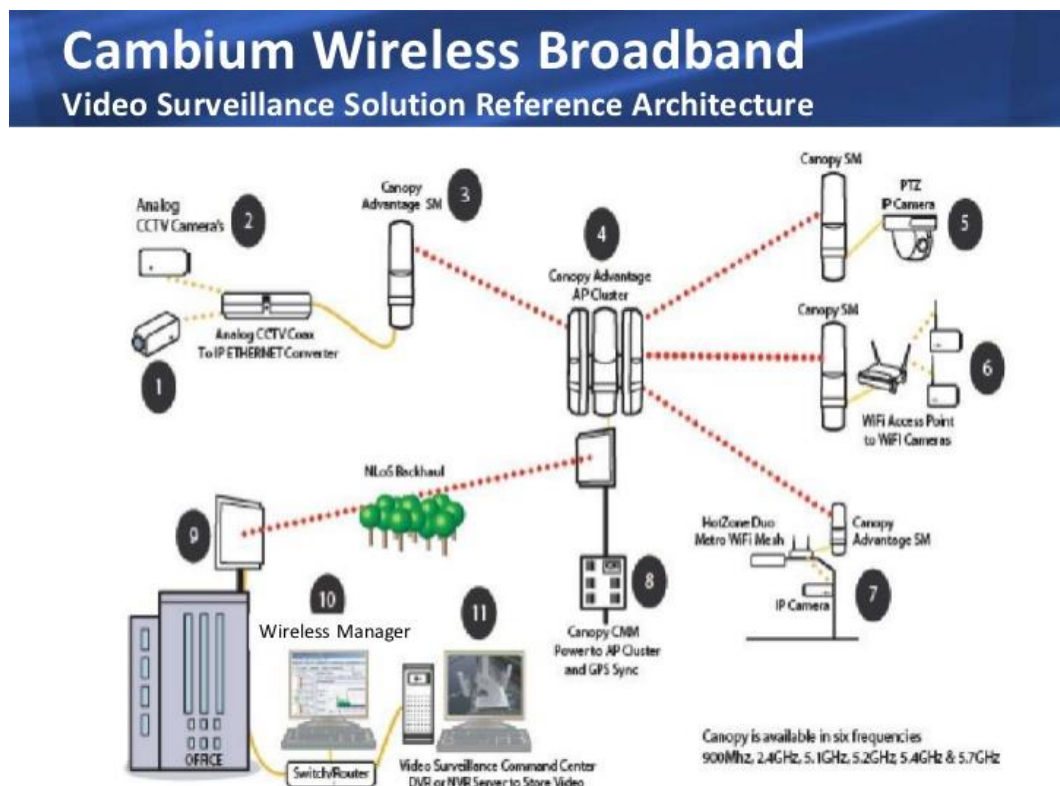
With the addition of new cameras, comes more data being pushed through the Town's network. The 450i offers more spectrum to be utilized which equates to more channels to use for the Town's Video Surveillance; now 4900 MHz to 5925 MHz whereas previously the older model was limited to 5470 MHz to 5875 MHz. This will ensure there are more clear pathways for the Town's security cameras to be captured with more clarity and less latency.

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

Sincerely,



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



Prepared for:	Town of Palm Beach PD Attn: Captain Krauel	Date:	May 30, 2018
		Proposal by:	Mike Miller
Project:	ToPB Wireless Upgrades FY18	Engineer:	JCI
Location:	Town of Palm Beach, FL	Quote Validity:	60 Days

Scope of Work

JCI to furnish and install wireless radio upgrades to 5 locations within the Town of Palm Beach in order to improve and replace legacy depreciated wireless radio equipment at the locations of:

- **Town Hall**
 - X2 CON-RX-NLOS (5.8 GHz IP Receiver 40 MBs Non Line of Sight, Access Point) , (\$5,025*2) \$10,050
 - X5 CON-TX-NLOS-25 (New 5.8 GHz IP Transmitter 20 MBs Non Line of Sight), (\$1,188*5) \$5,940
 1. 100/200 Worth (Subscriber Module)
 2. Peruvian Parking (Subscriber Module)
 3. Linda Gary (Subscriber Module)
 4. County Road & Royal Park (Subscriber Module)
 5. Australian Parking (Subscriber Module)
 - CON-ACC-450i-ADPTR, (\$67*2) \$134
 - CON-PS-CMM-4810, (\$749*1) \$749
 - CON-450i-TLTBRKT, (\$85*5) \$425
 1. 100/200 Worth (SM Bracket)
 2. Peruvian Parking (SM Bracket)
 3. Linda Gary (Subscriber Module)
 4. County Road & Royal Park (SM Bracket)
 5. Australian Parking (SM Bracket)

Sub-Total Town Hall Price\$17,298

- **Breakers Hotel**
 - X2 CON-RX-NLOS (5.8 GHz IP Receiver 40 MBs Non Line of Sight, Access Point) , (\$5,025*2) \$10,050
 - X9 CON-TX-NLOS-25 (New 5.8 GHz IP Transmitter 20 MBs Non Line of Sight), (\$1,188*9) \$10,692
 1. Flagler Bridge West Bound (Subscriber Module)
 2. 200 Royal Poinciana (Subscriber Module)
 3. Bradley & Main (Subscriber Module)
 4. Main & County (Subscriber Module)
 5. Midtown Beach (Subscriber Module)
 6. Flag Pole (Subscriber Module)
 7. Royal Palm Westbound (Subscriber Module)
 8. Barclays Wealth (Subscriber Module)
 9. Bike Path (Subscriber Module)

- CON-ACC-450i-ADPTR, (\$67*2) \$134
- CON-PS-CMM-4805, (\$400*2) \$800
- CON-SW-LNP-0500-24, (\$583*2) \$1,116
- CON-450i-TLTBRKT, (\$85*9) \$765
 1. Flagler Bridge West Bound (SM Bracket)
 2. 200 Royal Poinciana (SM Bracket)
 3. Bradley & Main (SM Bracket)
 4. Main & County (SM Bracket)
 5. Midtown Beach (SM Bracket)
 6. Flag Pole (SM Bracket)
 7. Royal Palm Westbound (SM Bracket)
 8. Barclays Wealth (SM Bracket)
 9. Bike Path (SM Bracket)

Sub-Total Breakers Hotel Price\$23,557

- **Linda Gary**
 - X2 CON-RX-NLOS (5.8 GHz IP Receiver 40 MBs Non Line of Sight, Access Point) , (\$5,025*2) \$10,050
 - X1 CON-TX-NLOS-25 (New 5.8 GHz IP Transmitter 20 MBs Non Line of Sight), (\$1,188*1) \$1,188
 1. Worth & Hibiscus (Subscriber Module)
 - CON-ACC-450i-ADPTR, (\$67*2) \$134
 - CON-PS-CMM-4805, (\$400*1) \$400
 - CON-SW-LNP-0800-24, (\$916*1) \$916
 - CON-450i-TLTBRKT, (\$85*1) \$85
 1. Worth & Hibiscus (SM Bracket)

Sub-Total Linda Gary Price\$12,773

- **Barclays**
 - X1 CON-RX-NLOS (5.8 GHz IP Receiver 40 MBs Non Line of Sight, Access Point) , (\$5,025*1) \$5,025
 - X3 CON-TX-NLOS-25 (New 5.8 GHz IP Transmitter 20 MBs Non Line of Sight), (\$1,188*3) \$3,564
 1. Flagler Bridge Eastbound (Subscriber Module)
 2. Royal Palm Parking (Subscriber Module)
 3. Royal Park Base Bridge (Subscriber Module)
 - CON-ACC-450i-ADPTR, (\$67*1) \$67
 - CON-450i-TLTBRKT, (\$85*3) \$255
 1. Flagler Bridge Eastbound (SM Bracket)
 2. Royal Palm Parking (SM Bracket)
 3. Royal Park Base Bridge (SM Bracket)

Sub-Total Barclays Price\$8,911

▪ Harbor House

- X2 CON-RX-NLOS (5.8 GHz IP Receiver 40 MBs Non Line of Sight, Access Point) , (\$5,025*2) \$10,050
- X9 CON-TX-NLOS-25 (New 5.8 GHz IP Transmitter 20 MBs Non Line of Sight), (\$1,188*9) \$10,692
 - 1. Southern Blvd ALPR (Subscriber Module)
 - 2. Phipps Park South (Subscriber Module)
 - 3. Phipps Park North (Subscriber Module)
 - 4. Royal Palm Eastbound (Subscriber Module)
 - 5. Southern Parking East (Subscriber Module)
 - 6. Lake Worth Eastbound (Subscriber Module)
 - 7. Lake Worth Westbound (Subscriber Module)
 - 8. 3495 S Ocean (Subscriber Module)
 - 9. South Ocean/Lake Ave (Subscriber Module)
- CON-ACC-450i-ADPTR, (\$67*2) \$134
- CON-SW-LNP-0800-24, (\$916*1) \$916
- CON-450i-TLTBRKT, (\$85*9) \$765
 - 1. Southern Blvd ALPR (SM Bracket)
 - 2. Phipps Park South (SM Bracket)
 - 3. Phipps Park North (SM Bracket)
 - 4. Royal Palm Eastbound (SM Bracket)
 - 5. Southern Parking East (SM Bracket)
 - 6. Lake Worth Eastbound (SM Bracket)
 - 7. Lake Worth Westbound (SM Bracket)
 - 8. 3495 S Ocean (SM Bracket)
 - 9. South Ocean/Lake Ave (SM Bracket)

Sub-Total Harbor Price\$22,557

- X128 Hours of Telecom/Security Labor, (\$120 * 128) \$15,360
- X1 Misc. Hardware, Fasteners, Cables, High Lift, etc., \$4,345

Sub-Total Labor Price\$19,705

Total Net Price.....\$104,801

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 off site 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 Wireless Upgrades FY18 Terms & Conditions

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

*Items in **green bold 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 S 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