CITY OF STOUGHTON
FINANCE DEPARTMENT
207 S Forrest, Stoughton, WI 53589

(608) 873-6677 www.ci.stoughton.wi.us

Date: May 20, 2021

To: Finance Committee

From: Jamin Friedl

Subject: Funding of Youth Center Access Control

The Stoughton Area Youth Center has requested funding from the City to cover 50% of the costs associated with installing an access control system. The installation of the fob readers and electrical work has been quoted a total cost of $9,618. The City's share of this cost would be $4,809.

Based on the analysis of the Building Maintenance Fund through 4/30/21, there are sufficient funds available to cover this cost if the City chooses to do so.

Respectfully,

Jamin Friedl

Protection Technologies

Proposal

PURCHASER:	City of Stoughton	PROJECT:	City of Stoughton
	207 South Forrest Street		City Hall & Youth Center
	Stoughton, WI 53589		Stoughton, WI 53589
PROPOSAL: A11448	DATE: 5-17-2021	SYSTEMS: Access Control	PAGE 1 OF 4

Protection Technologies, Inc., is pleased to provide this price quotation to furnish materials and technical labor to extend the City Open Options DNA Access Control System to serve (2) doors at the Youth Center. The Owner shall provide a network connection and IP address for the control panel location. Cable installation is by your electrical contractor under a separate contract with the City. PTI shall furnish the cable for the system.

Specifically, this proposal includes the following materials and labor:

QTY	ITEM
1	PTI FPO750-E42 Mercury Configured Enclosure with 75W Power Supply/Charger
1	PTI LSP B100 Secondary DC-DC Module, 5-18VDC/4A
1	PTI LSP C8P 8 Relay Lock Control Module
2	PTI FS1278-F1 12V 8AH Battery
1	PTI SSP-D2 Intelligent System Controller with Dual Reader Interface
2	PTI SR2400 Mullion Mount Reader gray
2	PTI HES 5000 x 32D Strike 24VDC with 501 Option Faceplate
2	PTI HES 2005M3 Smart-Pack III
1	PTI Door Hardware Modifications to support Electric Strikes
1	PTI Subcontracted Labor for Strike Installation
1	PTI Cable for installation by your electrical contractor
1	Protection Technologies, Inc., labor for system engineering, system hardware programming, panel connections, system testing with documentation, operation manual, owner instruction, one (1) year standard parts and labor warranty

Notes:

1. Electrical power, conduit, cable (unless included above), back panels and enclosure mounting, standard boxes, field device installation and termination are by the Electrical Contractor and not included.
2. This proposal includes freight and delivery.
3. Labor and any Warranty service are provided during PTI business hours. After-Hours Labor and Emergency Service is available at additional charge.
4. **WI tax NOT included.**

Protection Technologies, Inc., proposes to furnish the above, SUBJECT TO THE TERMS AND CONDITIONS APPEARING HERE AND ON THE ATTACHED PAGES, for the sum of $7,618.00 Seven Thousand Six Hundred Eighteen Dollars
Credit Card Payments: Accepted with additional 3% for processing fee.

Payment to be made as follows: progress payments, 2% 10, net 30 days no retainage
THIS PROPOSAL DOES NOT INCLUDE INSTALLATION, INSTALLATION MATERIAL OR ANY LABOR OR SERVICES UNLESS SPECIFIED ABOVE. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Protection Technologies, Inc., of Purchaser's written order and will become an additional cost of Purchaser at Protection Technologies, Inc., then current charges therefor. This proposal may be withdrawn by Protection Technologies, Inc., if not accepted within 30 days from the date shown above.

Protection Technologies, Inc.,

By: ALLEN K. PECHMANN Title: PRESIDENT

ACCEPTANCE OF PROPOSAL - the prices, specifications, terms and conditions contained herein, are hereby accepted. Protection Technologies, Inc., is authorized to do the work as specified. Payment will be made as set forth above.

Purchaser: _____ Date: _____ Purchase Order #: _____

By: _____ Title: _____
(Authorized Signature)

2821 Dairy Drive, Suite 5, Madison, WI 53718 608.838.8208 608.838.8871 fax

TERMS AND CONDITIONS

1. LIENS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, PROTECTION TECHNOLOGIES, INC. (PTI) HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CUSTOMER'S LAND MAY HAVE LIEN RIGHTS ON CUSTOMER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO PTI, ARE THOSE WHO CONTRACT DIRECTLY WITH CUSTOMER OR THOSE WHO GIVE CUSTOMER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CUSTOMER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CUSTOMER'S MORTGAGE LENDER, IF ANY. PTI AGREES TO COOPERATE WITH CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

2. PAYMENT TERMS and DEFAULT. Any payment not made when due shall be subject to an additional interest service charge of 1.5% per month (18% per annum) until paid. For contracts for which the Work is for personal, family, household or agricultural purposes, any payment not made when due shall be subject to an additional interest service charge of 1.0% per month (12% per annum) until paid. For all contracts, if Customer fails to make any payment when due, Customer agrees to pay to PTI, in addition to the unpaid balance and interest, any and all expenses incurred in the collection of such sums, including all costs, disbursements, and attorney's fees. In addition to the foregoing, if Customer is or becomes insolvent or unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency or similar petition, or fails to pay any debt arising hereunder to PTI on time, or fails to operate in the normal course of business or dissolves or terminates its existence, PTI may, at its sole option, either: (a) terminate the Work at any time thereafter, and Customer shall thereupon pay for PTI for (i) the value of the labor and materials PTI provided prior to termination, including PTI's reasonable profit and overhead, and (ii) the value of raw materials or equipment ordered from others that cannot be cancelled without penalty, the value of work in process or equipment already fabricated that cannot be used elsewhere by PTI, and PTI's reasonable profit and overhead on such amounts; or (b) discontinue the Work until such time as the Customer has paid PTI in full for work performed, has agreed to pay PTI for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by PTI to insure payment for the Work. In addition to the foregoing and to the extent the Work consists in whole or part of moveable equipment, PTI shall have the right to enter upon Customer's premises, with or without legal process, and repossesses the equipment with or without notice. **Customer agrees that PTI shall not be liable for, and Customer agrees to indemnify and hold PTI harmless from and against, any loss, damage and expense (including without limitation attorney's fees and costs of litigation) arising out of or related to PTI's exercise of its rights under this paragraph, including without limitation any direct, special, incidental or consequential damages, lost profits, any damage or loss to any structure or its contents, any damage or loss to any other property, or personal injury.**

3. DELIVERY, TITLE and RISK of LOSS. All shipments will be made F.O.B. shipping point McFarland, Wisconsin unless otherwise specified. Title to each item of Work shall pass to the Customer upon full payment therefor, but risk of loss shall pass to the Customer upon delivery by PTI to the carrier (regardless of whether payment has been made). All claims for loss or damage must be made by the Customer to the carrier. Claims for shortages or other errors must be made in writing to PTI within thirty (30) days after receipt of the shipment, and failure to give such notice shall mean unqualified acceptance by Customer.

4. RETURNS and ALLOWANCES. All cancellations, returns, allowances or adjustments must be authorized in advance and in writing by an authorized agent of PTI, and are subject to PTI's final review and approval. Non-warranty returns shall be subject to PTI's then current restocking and refurbishing (if required) charges. Non-warranty repairs shall be subject to PTI's then current charges therefore, including a minimum inspection charge. Customer shall pre-pay any applicable charges to return any items to PTI's office in McFarland, Wisconsin, and to ship any replacement or repaired items back to Customer.

5. DELAYS and IMPOSSIBILITY of PERFORMANCE. PTI shall not be liable to Customer for any damages, including but not limited to direct, special, incidental or consequential damages, that may result from a delay in completing or shipping the Work, however caused. If PTI is delayed at any time in the progress or shipment of the Work by changes ordered in the Work, by labor disputes, fire, unusual delays in transportation, unavoidable casualties, other causes beyond the PTI's control, or by any cause which reasonably justifies the delay, the times for completion and shipment, if any, shall be extended by the time PTI was so delayed. **PTI shall also not be liable to Customer for any loss or damage, including but not limited to direct, special, incidental or consequential damages, that may result from PTI's inability to perform or ship the Work due to conditions that make performance or shipment impossible or economically impractical, including but not limited to any of the causes for delays described above, any vendor's inability or refusal to perform, or unanticipated increases in the cost of materials.** In the event PTI's performance or shipment of the Work is delayed or PTI is unable to perform or ship the Work for any of the reasons stated above and such delay or inability to perform or ship continues for a period of sixty (60) days, either party may terminate this Contract upon ten (10) days= written notice by certified mail, return receipt requested. In the event either party terminates this Contract, Customer shall pay PTI for: (a) the value of the labor and materials PTI provided prior to termination, including PTI's reasonable profit and overhead; and (b) the value of raw materials or equipment ordered from others that cannot be cancelled without penalty, the value of work in process or equipment already fabricated that cannot be used elsewhere by PTI, and PTI's reasonable

profit and overhead on such amounts.

6. UNANTICIPATED CONDITIONS. In the event concealed or unknown physical conditions are encountered during the performance of the Work that are different from those indicated by the Customer or different from those ordinarily found to exist, any additional costs due to such conditions shall be agreed upon by written change order prior to PTI incurring any additional costs. If the parties cannot agree on the amount PTI will receive due to such additional costs, either party may terminate this Contract upon ten (10) days= written notice by certified mail, return receipt requested. In the event either party terminates this Contract, Customer shall pay PTI for: (a) the value of the labor and materials PTI provided prior to termination, including PTI's reasonable profit and overhead; and (b) the value of raw materials or equipment ordered from others that cannot be cancelled without penalty, the value of work in process or equipment already fabricated that cannot be used elsewhere by PTI, and PTI's reasonable profit and overhead on such amounts.

7. TAXES and OTHER CHARGES. All sales, use, transfer, excise or similar taxes or duties that are levied or imposed by reason of the Work are in addition to the price of the Work, and the Customer assumes all responsibility for the payment thereof.

8. LIMITED WARRANTY. Unless an extended period is written into the Proposal, PTI warrants to Customer that PTI's labor will be free from defects for a period of one (1) year from the date the labor was performed and that any equipment manufactured by PTI will be free from defects for a period of one (1) year from the date the equipment was manufactured. **This limited warranty does not apply to any other materials or equipment utilized or installed by PTI in the performance of the Work. Such other materials or equipment are subject only to the warranties, if any, provided by the material or equipment manufacturers. The Customer's sole and exclusive remedy for any defects under this limited warranty shall be, at PTI's sole option, repair or replacement by PTI of the defective labor or equipment (with new or factory repaired or refurbished equipment comparable to original equipment) or the return of that portion of the purchase price represented by such defective labor or equipment. Except as otherwise expressly provided in this Proposal, PTI shall not be liable to Customer or any other person or entity for any other loss, damage or injury, including without limitation any direct, special, incidental or consequential damages, lost profits, any damage or loss to any structure or its contents, any damage or loss to any other property, or personal injury.** Customer shall promptly provide to PTI written notice of any alleged defect. PTI will repair or replace any defective labor or equipment covered by this limited warranty within 45 business days after actual receipt by PTI of a valid warranty claim by Customer. Unless the equipment is to be installed or maintained by PTI as part of this Proposal, all warranty repairs or replacements will be made at PTI's McFarland, Wisconsin facility or such other location as shall be specified by PTI, and transportation costs to such location shall be pre-paid by the Customer. Return shipping of repaired or replacement equipment will by paid by PTI. **THIS LIMITED WARRANTY IS THE COMPLETE AND FINAL EXPRESSION OF PTI'S WARRANTY OBLIGATIONS TO CUSTOMER, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is void in case of equipment abuse, misuse, abnormal usage, faulty installation or repair by unauthorized persons, or connection to incompatible equipment.**

9. DESIGN SERVICES. If this Proposal provides for design services to be performed by PTI, Customer agrees that once the design specifications submitted by PTI have been approved either by Customer, Owner or Owner's representative, whichever shall first occur, PTI shall have no further responsibility regarding any additional design changes. Customer further agrees that upon inspections and testing having disclosed that PTI has met the requirements of the approved specifications or those requirements which are reasonably inferable from such approved specifications, PTI shall have no further or additional liability of any kind or nature regarding the design, function, or performance of the equipment or system.

10. MAINTENANCE and MONITORING SERVICES. If this Proposal provides for maintenance or monitoring services to be performed by PTI, Customer understands that PTI makes no warranties, either express or implied, that any maintenance or monitoring services furnished hereunder will avert or prevent occurrences or the consequences therefrom which the use of the equipment or system is intended to prevent.

11. INSPECTION and TESTING. If this Proposal provides for PTI to perform the final inspection and testing of equipment comprising a system concurrently being installed by PTI, PTI shall have no further responsibility of any kind or nature following the acceptance of such equipment or system by either the Customer, Owner or Owner's representative, whichever shall first occur, except where the equipment is otherwise covered by the terms of the limited warranty set forth in paragraph 8 above. If such equipment was not concurrently installed by PTI or is not equipment manufactured or supplied by PTI, PTI agrees only to perform such inspection and testing services in a good and workmanlike manner, and such inspection and testing services shall not be deemed to enlarge Protection Technologies responsibility or liability beyond the terms of the limited warranty in Paragraph 8 above, if applicable.

12. SOFTWARE LICENSE. Any computer or similar software, programming code, or data created or developed by PTI as part of the Work shall remain the sole and exclusive property of PTI, including without limitation all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent or appurtenant thereto (collectively "Software"). Such Software is furnished to Customer (or, if Customer is not the initial intended user, to the initial intended user) under a non-exclusive, non-transferable license for use of the Software solely in conjunction with the Work being purchased. PTI reserves for itself all rights in and to the Software not expressly granted to Customer or the initial intended user in the immediately preceding sentence. Neither Customer nor the initial intended user shall otherwise use the Software or sell, transfer, assign, disclose or otherwise make available the Software, either in whole or in part, in any form to any third party without PTI's express written consent. Any unauthorized use, sale, transfer, assignment, or disclosure shall automatically terminate the license, and Customer and/or the initial intended user shall immediately return to PTI the Software and any copies thereof. In addition to requiring return of the Software, PTI may seek any and all other available remedies, both at law and in equity.

13. LIMITATIONS ON LIABILITY. It is understood and agreed that PTI is not an insurer and that there is no guarantee that the Work will avert or prevent occurrences or the consequences therefrom which the installation or use of the Work or any related equipment or systems are intended to prevent. It is understood and agreed that Customer shall obtain insurance, if desired, for any losses or damages that may occur. Accordingly, and because the payment to PTI for the Work bears no relationship to the value of the premises, any property located therein, or other risks of damage, loss or injury, it is agreed that PTI shall be liable only in the event and to the extent of a loss or damage to property or personal injury arising solely, directly and proximately from either the negligent performance or non-performance of the Work, and that such liability shall be limited to 40% of the amount of the charge for the Work. This limitation applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. Except as otherwise expressly provided in this Proposal, PTI shall have no other liability for any loss, damage or injury arising out of or related to the Work or otherwise, including without limitation any direct, special, consequential, exemplary, incidental or punitive damages even if PTI has been advised of the possibility of such damages and regardless of the cause of action, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. Customer may obtain an expansion of this limitation on liability, if desired, by payment of an additional amount according to the terms of an express written agreement of the parties.

14. ASSIGNMENT. Neither the Customer nor PTI shall assign its interest in this Proposal without the other's written consent.

15. GOVERNING LAW. This Proposal shall be governed by the laws of the State of Wisconsin.

16. SEVERABILITY. All of the provisions of this Agreement are severable. If any provision of this Agreement is prohibited or unenforceable by law or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect.

17. CONSTRUCTION. This Proposal shall be construed without regard to any presumption or rule requiring construction against the party causing the Proposal to be drafted.

18. NONWAIVER. PTI's failure to exercise any of its rights or remedies under this Proposal shall not act as a waiver of any such rights or remedies, and PTI shall continue to have the right to exercise such rights or remedies.

19. ENTIRE AGREEMENT. This Proposal constitutes the entire agreement between PTI and the Customer, and supersedes all prior oral or written statements, agreements, understandings or courses of dealing between the parties. The terms and conditions of this Proposal shall prevail notwithstanding any contrary or additional term or condition contained in, or any variance with, the terms and conditions of any purchase order, contract or similar document submitted by the Customer. No waiver, modification or amendment to the terms of this Proposal shall be binding unless specifically agreed to in writing by an authorized official of PTI.

1768 Kaase Road
Stoughton, WI 53589
p 608.205.9999
f 608.205.9998
www.NoShortsElectric.Net

PROPOSAL

Submitted By: Brett Hanson

Date: 5-16-21

Proposal may be withdrawn by us if not accepted within 30 days.

Customer Contact:
Dan Glynn
City of Stoughton

Job Location:
Stoughton Youth Center

No Shorts Electric, LLC is pleased to have the opportunity to bid on the work stated below. We propose to:

Install provided wiring for 2 key fob readers at the youth center
Wiring will need to run from the data room on the first floor to each of the 2 selected doors and to 2 readers mounted outside the doors
There will be drywall that will need to be repaired as part of this job which is not included in the price
This bid assumes the following:
The door frames are hollow and wires can be fished down them
New door strikes will be cut in before we arrive at the job so we know where wires will need to be run
Key fob readers themselves will be mounted by others and strike final connections by others as well
Price of: $2000.00

The inspector may require additional work that can be done on a time and material basis.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. No Shorts Electric, LLC is authorized to complete the work as described. If accepted please send a signed copy and a deposit of ½ of the total. Thank you for your business.

Date of Acceptance _____ Customer Signature _____

Building Maintenance Funding Forecast

	2021	2022	2023	2024	2025
Forecasted Beginning Balance	$ 533,557	$ 90,157	$ 157,657	$ 220,657	$ 275,657
Bldg Maint Expenditures	$ (209,500)	$ (72,500)	$ (77,000)	$ (85,000)	$ (25,000)
Annual Funding	$ 140,000	$ 140,000	$ 140,000	$ 140,000	$ 140,000
Ending Balance		**$ 157,657**	**$ 220,657**	**$ 275,657**	**$ 390,657**

Updated through 4/30/21

12/31/20 Fund Balance	
12/31/20 Balance	$ 533,557
2021 Projects Spent in 2020	$ -
2021 Projects Spent in 2021	$ (8,715)
Pre-2021 Carryovers Spent in 2021	$ -
Non-Project Costs in 2021	$ -
Remaining 2021 CIP Budget	$ (200,785)
Remaining Pre-2020 Carryover Budget	$ (323,900)
Minimum Balance Requirement	$ (50,000)
Forecasted 12/31/21 Fund Balance	$ 90,157