Capital Project Request Form

| | Manitowoc//www. | |
|-------------------------------|--|----------|
| Request Type: | Unbudgeted | |
| Department: | DPI Date: 07/01/2014 | _ |
| Title of Request: | Light House Security | |
| Department Priority | Critical | NAJ |
| Linked to another project? | ○ Yes ② No | L |
| Project Request is: | New Estimated Useful Life: 7 Replacement Modification | |
| This is a limited field, plea | ase attach documents for more detail. | |
| Description: | cameras, recording equipment, fence/gate | <i>(</i> |
| Basis of Cost: | Quote Total Cost \$7,256.00⊖ Bid⊕ Estimate | |
| Revenue (if any) | Net Cost | |
| Will there be additi | ional costs in future years to complete this project? | |
| select one: | Yes If yes, amount?No | |
| Finance: Account | | |
| Send to Department | Date: | |



SECURITY · FIRE PROTECTION · HOME AUTOMATION

Martin Systems, Inc.

2744 Manitowoc Road. Green Bay, WI 54311 Sales@MartinSI.com 800-640-3130

QUOTE

| Date | Quote # | |
|----------|-----------|--|
| 06/30/14 | MSIQ17773 | |

Quote To: City Of Manitowoc

900 Quay St Lower Level Manitowoc, WI 54220

Customer: Jim Muenzenmeyer

Phone: (920) 686-6940

Mobile:

Site: North Pier Breakwater Lighthouse

425 Maritime Dr Manitowoc, WI 54221

Contact: Jim Muenzenmeyer

Email: jmuenzenmeyer@manitowoc.org

Phone: (920) 686-6940

Mobile:

DVR and Analog IR Camera. Archived video can be removed from DVR with Thumb Drive.

| Quantity | Description | Unit Price | Amount |
|--------------|---|------------|------------|
| | Analog IR Camera and 4 Channel DVR | | |
| 1, | 4 CHANNEL VIDEO RECORDER H.264 ETHERNET 500HDD | \$650.00 | \$650.00 |
| 1 | 17" LED-backlit LCD Monitor | \$165.00 | \$165.00 |
| 1 ; | High Resolution Camera | \$400.00 | \$400.00 |
| 1 | Power Supply | \$15.38 | \$15.38 |
| 2 | BNC Rg59 Male Crimp | \$2.72 | \$5.44 |
| 1 , / | Slamese RG 59 & 18/2 Non-Shielded Non-Plenum CCTV Security Camera SmartWire White - P | \$19.88 | \$19.88 |
| 1: / | Wire & Supply | \$60.00 | \$60.00 |
| 1 : | Installation Labor | \$670.00 | \$670.00 |
| ī | | SubTotal | \$1,985.70 |
| | Thank You Michael Martin | Investment | \$1,985.70 |

Please return signed copy of attached sales agreement with 50% down payment. Quote valid for 30 days. Applicable taxes, permits, license fees not included.

| Project Notes: | | |
|----------------|--|--|
| | | |
| | | |
| | | |

TOTAL SECURITY SOLUTIONS SINCE 1972. Some of our many customers include; Procter & Gamble * Sadoff Iron & Metal * Georgia Pacific * Green Bay Packers * Oshkosh Truck Corp. * Green Bay Water Utility * Culvers * Prevea Clinics * McDonalds * Holy Family Hospital * Manitowoc Public Utility * Morning Glory * Bay Valley Foods * Q-Mart Convenience Stores * POMPS Tire * Affinity Health, & Thousands more.



SALES AGREEMENT

Martin Systems, Inc. 2744 Manitowoc Road Green Bay, WI 54311 (800) 640-3130 Fax (920) 432-7416 Sales@MartinSi.com

Sales Rep: Michael Martin

Buyer's Name: City Of Manitowoc

Phone # (920) 686-6940

Buyer's Equipment Site Address: 425 Maritime Dr Manitowoc, WI, 54221

MARTIN SYSTEMS, INC. (hereinafter referred to as "MSI" or "Seller") agrees to sell, instruct Buyer in the proper use of the security system, and install, at Buyer's premises, and Buyer agrees to buy, an electronic system, consisting of the following equipment; passcode and any programming of security system software remains property of MSI; (equipment identified by reference and/or attachments):

| TYPE OF SYSTEM | REFERENCE - ATTACHMENTS | | INVESTMENT |
|---|---|---------------------|------------|
| Analog Camera and DVR | QUOTE MSIQ17773 | | \$1,985.70 |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Purchase Conditions: Customer agrees to pay MSI the total investment sums shown here together with all relevant taxes, fees, or other applicable charges according to the following | | TAX | \$0.00 |
| terms: * Returned Signed Copy of Sales Ag | preval. • 50% Down Payment Before Work Begins. pproval. • Balance Due Upon Completion. | TOTAL INVESTMENT | \$1,985.70 |

An interest charge of one and one-half percent (1-1/2%) per month shall be assessed to the balance of any charge not paid by Customer within thirty (30) days after completion of such services. In the event Customer should default in any obligation hereunder, Customer shall be liable for removal costs and MSI costs of collection, including attorney fees and costs. Quote subject to change after 30 days. MSI shall in no way be obligated to repair, restore, or redecorate the premise in the event system is removed for non-payment. MSI may substitute any equipment with models of equal performance.

SEE LIMITED WARRANTY, LIMITED LIABILITY & ADDITIONAL TERMS AND CONDITIONS OF THIS SALES AGREEMENT ON PAGE 2 WHICH ARE PART OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

| Authorized Buyer Signature | Date Signed |
|---|-------------|
| E-mail Address (required for E-billing) | |
| Authorized MSI Representative | Date |

Please Sign & Return Original copy, along with 50% Down Payment. Thank You LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs are required, MSI agrees to make all repairs and replacement of parts without costs to the Buyer for a period of 90 days from the date of installation. MSI reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. MSI's warranty does not include batteries, reprogramming, damage by lightning, electrical surge, or wire breaks. MSI is not the manufacturer of the equipment and other than MSI's limited warranty Buyer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, MSI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. MSI does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. MSI expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, aftermeted or unauthorized repair service, modification, or improper installation by anyone other than MSI. MSI shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by MSI shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on MSI'S skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MSI h

STANDARD SALES CONTRACT page 2 of 2, ADDITIONAL TERMS & CONDITIONS

- 1. DELAY IN INSTALLATION MSI shall not be liable for any demage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or for Interruption of service due to electric feilure, strikes, walk-outs, war, acts of God, or other causes, including MSI'S negligence in the performance of this contract. The estimated deta work is to be substantially completed is not a definite completion date and time is not of the essence. If the security alarm system is to be monitored at the Central Station, MSI will make every reasonable attempt to activate the monitoring service within 24hrs of demonstration.
- 2. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once demonstrated on its usability, is in the exclusive possession and control of the Buyer, and it is Buyer 's sale responsibility to test the operation of the security equipment as recommended by the manufacturer, or at a minimum monthly, and to notify immediately MSI if any equipment is in need of service or repair. MSI shall not be required to service the security equipment unless it has received notice from Buyer, and upon such notice, and provided Buyer is not in default of this agreement, MSI shall during the warranty period service the security equipment to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Buyer agrees to test and inspect the security equipment immediately upon completion of installation and to advise MSI in writing within three days after installation of any defect, error or omission in the security equipment. In the event Buyer compiles with the terms of this agreement and MSI fails to repair the security equipment within 48 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Buyer agrees to send notice that the security equipment is in need of repair to MSI, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless the Buyer can produce a post office certified receipt or electronic receipt sent by MSI, evidencing that service was requested by Buyer. 3. ALTERATION OF PREMISES FOR INSTALLATION: MSI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in MSI's sole discretion for the installation and service of the security equipment, and MSI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security agulpment, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the security equipment under the terms of this agreement.
- 4. BUYER'S DUTY TO SUPPLY ELECTRIC, TELEPHONE, & INTERNET: Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31 Block or aquivalent, internet connection, high speed broadband, cable or OSL and IP Address, as deemed necessary by MSI. You understand that converting your phone service to DSL, Voice over Internet (VoIP), or other high speed data lines can prevent alarm signal transmission and telephone line seizure. You understand that interruptions of communication services will prevent alarm signals transmission. 5. BUYER'S RESPONSIBILITIES: Buyer is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the security equipment and shall promptly on demand relimburse and Indomnify MSI for any such expenses. Should MSI be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay MSI for such service or material. Buyer or others should not tamper with, disturb, injure, remove, relocate, or interfere with Security System or allow anyone else to do so. Your account is protected by a password for your privacy and security. You need to prevent unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting such access to your phone, computer, tablet and browser by signing off after you have finished accessing your security system and/or account information. 6. MONITORING SERVICES NOT INCLUDED: Customer understands that this Agreement does not cover monitoring services for the Security System at any time. If Customer requires or desires monitoring services, such services will be the subject of a separate or additional agreement with additional compensation to MSI. Any disputes related to MSI 's monitoring of the Security Systems will be governed by the monitoring agreement
- 7. MANAGE/DETETE PROGRAMMING: Upon termination of this agreement MSI shall be permitted to remotely or at the premise delete programming and MSI shall not be required to service the Security System, and may order the termination of any central station elarm monitoring or other services, and Customer shall remain liable for all payments called for herein for the remaining balance of the agreement term.
- B. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: MSI agrees to perform their duties in a professional compatent manner and agrees to correct and/or repair any damage caused by MSI. Buye agrees to and shall indemnify and hold harmless MSI, its employees, egents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Buyer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by MSI's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against MSI or MSI's subcontractors arising out of this agreement or the relation of the parties hereto. Buyer shall not be permitted to assign this agreement without written consent of MSI. MSI shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.
- 9. EXCULPATORY CLAUSE: MSI and Buyer agree that the security equipment, once installed, becomes the personal property of the Buyer; that the equipment is not permanently attached to the realty and shell not be deemed fixtures. Buyer agrees that MSI is not an insurer end no insurence coverage is affered herein. The security equipment is designed to reduce certain risks of loss, though MSI does not guarantee that no loss will occur. MSI is not assuming liability, and, therefore shell not be liable to Buyer

- for any loss, personal injury or property damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smake, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MSI 'S negligent performance, failure to perform any obligation or strict products liability. Buyer releases MSI from any claims for contribution, indemnity or subrogation.
- 10. WE ARE NOT AN INSURER: We are not an insurer and you will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services we perform and the limited liability we assume under this contract and is unrelated to the value of your property or the property of others located in your premises. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You wave all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.
- II. PROTECTION OF PERSONAL INFORMATION: As a leader in security, MSI understands the importance of securing your personal information. MSI has taken appropriate security measures—including administrative, technical and physical measures—to maintain and protect your personal information against loss, that, misuse, unauthorized access, disclosure, and destruction. We bind our employees to observe and protect your personal information. Despite many advances in information security technology and procedures, however, no commercially delived method of information transfer over the internet, through third party application solutions or electronic data storage is known to be 100% secure. As a result, while we do strive to use commercially reasonable means to protect your Personal Information, we cannot guarantee the absolute security of that information during its transmission, its storage in our systems, or use in third party application solutions.
- 12. LIMITATION OF LIABILITY. Buyer agrees that should there arise any liability on the part of MSI as a result of MSI'S negligent performance to any degree, fellure to perform any of MSI 'S obligations, aquipment failure or strict products liability, that MSI 'S liability shall be limited to the sum of \$1500.00 or 5% of the sales price, whichever is greater. If Buyer wishes to increase MSI 'S maximum amount of MSI'S limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with MSI 'S increased liability. This, shall not be construed as insurance coverage.
- 13. LIQUIDATED DAMAGES: The parties agree that in the event Buyer suffers damages as a result of MSI's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Buyer agrees that should there arise any liability on the part of MSI, Buyer agrees to accept \$1500.00, or the amount provided for in paragraph 12, whichever is greater, as liquidated damages in complete satisfaction and MSI is discharged and released of any further responsibility or liability.
- 14. LEGAL ACTION: In the event MSI institutes legal action to recover any amounts owed by Buyer to MSI hereunder, the perties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due. Should MSI prevail in any litigation between the parties Buyer shall pay MSI'S legal fees. The parties waive trial by jury in any action between them. In any action commenced by MSI against Buyer, Buyer shall not be permitted to interpose any counterclaim. Any action by Buyer against MSI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against MSI must be based on the provisions of this agreement. Any other action that Buyer may have or bring against MSI in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.
- 15. MSI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Buyer agrees that MSI is authorized and permitted to subcontract any services to be provided by MSI to third parties who may be independent of MSI, and that MSI shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Buyer appoints MSI to act as Buyer's agent with respect to such third parties, except that MSI shall not obligate Buyer to make any payments to such third parties. MSI shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder.
- Buyer acknowledges that this agreement, and particularly those paragraphs relating to MSI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of MSI
- 16. NON-SOLICITATION: Buyer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of MSI assigned by MSI to perform any service for or on behalf of Buyer for a period of two years after MSI has completed providing service to Buyer. In the event of Buyer's violation of this provision, in addition to injunctive relief, MSI shall recover from Buyer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with MSI, times twelve, together with MSI's counsel and expert witness fees.
- 17. SECURITY INTEREST/COLLATERAL: To secure Buyer's obligations under this agreement Buyer grants MSI a security interest in the security equipment installed by MSI and MSI is authorized to file a financino statement.
- 18. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event MSI issues a UL certificate to Buyer, MSI will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. This contract shall be governed by the laws of the State of Wisconsin. Should any provision of this agreement be deemed void, all other provisions will remain in effect. END OF PAGE 2 TERMS & CONDITIONS

PROPOSAL

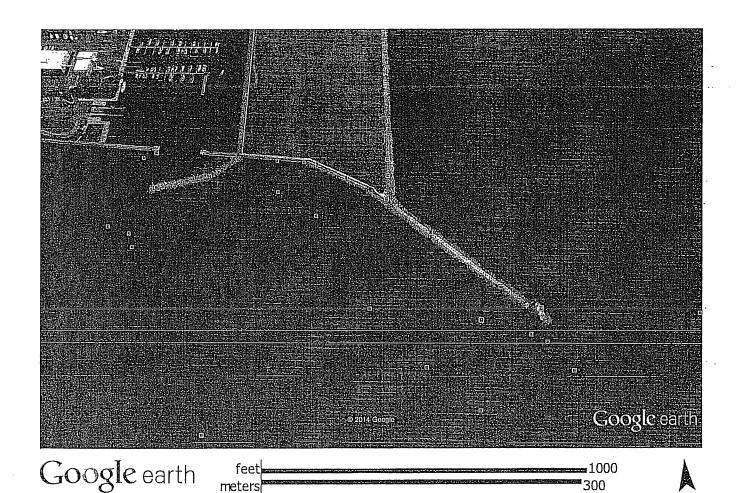
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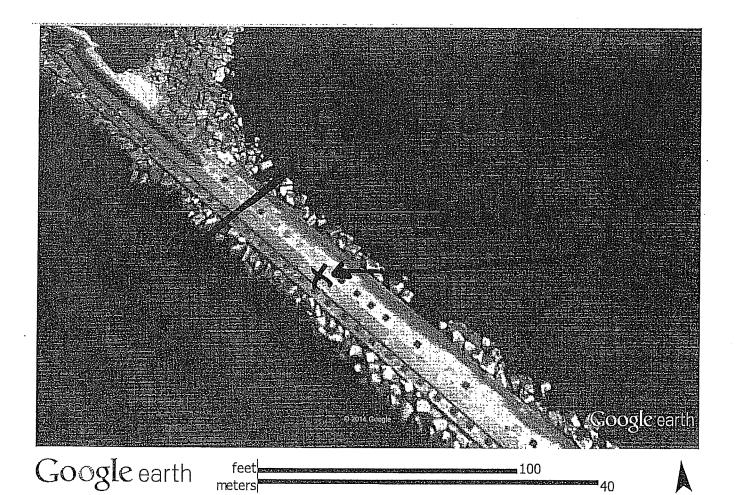
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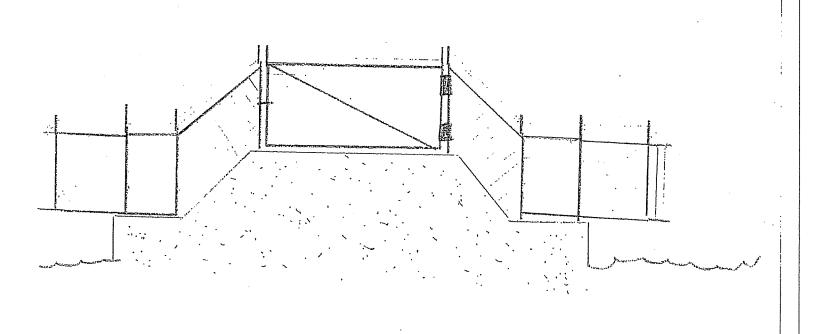
1210 N. 8TH STREET MANITOWOC, WI 54220 PHONE: 920-684-4034 FAX: 920-684-3435

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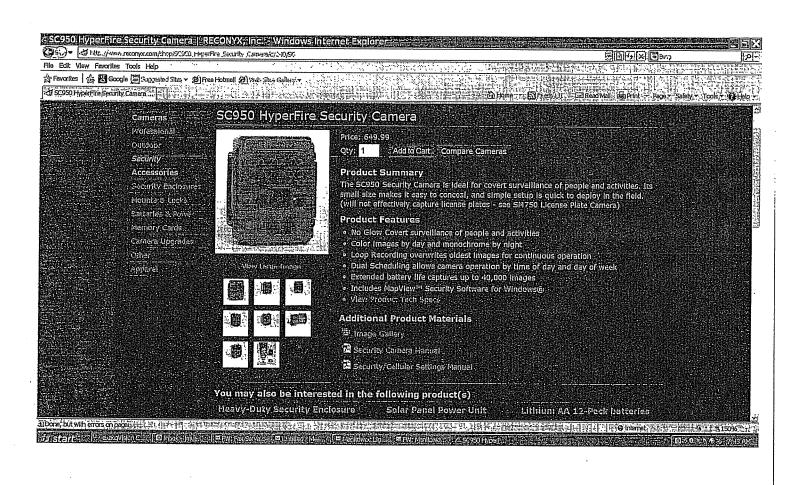
| Proposal Submitted To: | Work to be Performed at: |
|--|---|
| Name City of Manitowoc Street 1915 Slith | Dorth Pier containment Street |
| City Wanitawac | CityState |
| State <u>WT 54220</u> | Date of Plans |
| Phone 686 6511 / Jim Myenzenmeyer | Architect |
| Email: imverzenmeyer@manitowac.o | rg . |
| We hereby propose to furnish the materials and perform t | the labor necessary for the completion of |
| #1 Nwcorner of containment at east | and of walkway - installing 6-3"OD |
| posts, core drilled + sychored in concr link tence with 13strands) bar be | set wine, 1-111 double going gate |
| and 2-12' welded panels (2"trames) | extending over rocks + meloso |
| to posts. | |
| Materia | 1 4 1c, bor \$ 5, 128,00. |
| #2 At west and at walking to K | antihouse. |
| Propose to turnish & install, 6- | 3" posts with 10' of high |
| chain link fence + 1 (3strands) | barbed wire with 1-6'single |
| gate + 1- 4 wolded panels 10- | xtending 4 over edge of piets |
| Material | 1 12 120 A 4 4 400 OC |
| 1741 | - 11, Dar 9 1, 100 A) |
| | |
| | |
| All material is guaranteed to be as specified, and the above specifications submitted for above work and completed with payments to be made as follows: | in a substantial workmanlike manner for the sum of |
| | |
| CUSTOMER RESPONSIBLE FOR LOCATION OF LOT LINES, ALL UNDERGROUND UTILITY, TELEPHONE | |
| LINES, AND ANY UNDERGROUND PLUMBING. | |
| Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work Workmen's compensation and Public Liability insurance on above work to be taken out by | Per Jing Bucker Son S Note-this proposal may be withdrawn by us if not |
| | accepted within 3 days. |
| We ask that you please contact (whether accepting or not), so we | |
| | |
| ACCEPTANCE (The above prices, specifications and conditions are satisfact work as specified. Payment will be made as outlined above. | |
| There is not a second of the s | |
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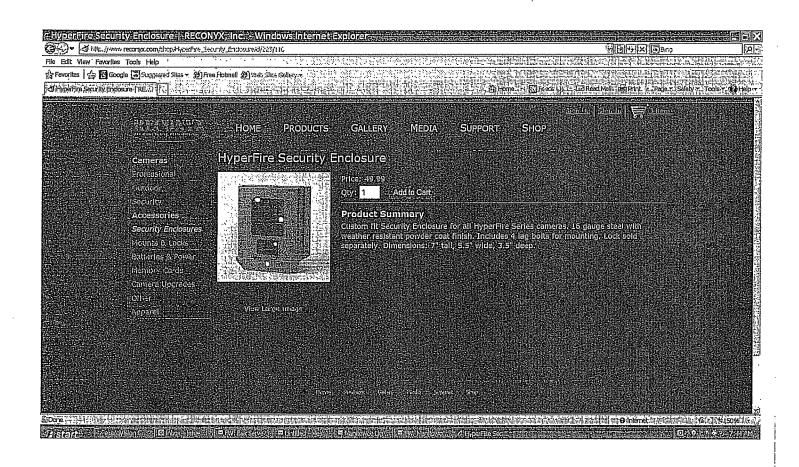


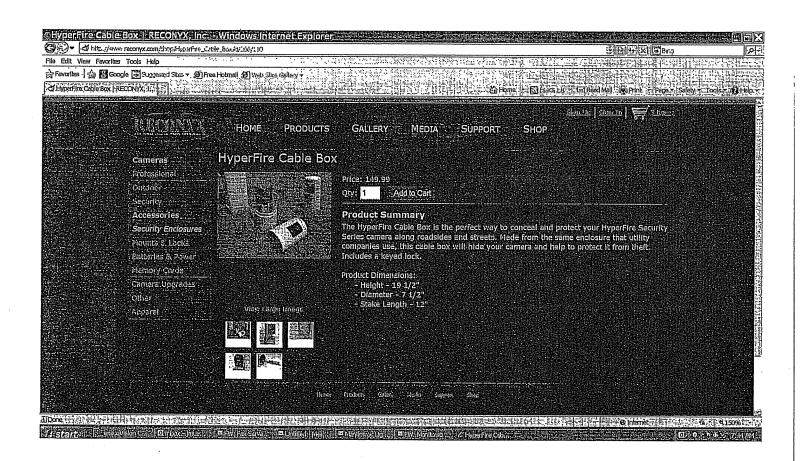




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