Municipal Facilities Committee
Minutes of 1/28/2020 Meeting
Submitted by John Lavery

MFC Attendees: Kate Reid, John Lavery, Steve Hinton, Christine Lear, Scott Simpson

Also present: Bill Risso (PD Proj Mgr), Steve Bastek (town facility manager), Rob Fortado (school facility manager) Justin Humphreys TBA, John Fisher (Chief PD)

The meeting began at approximately 8:02 AM in the Nickels Room at Town Hall.

Noted - The MFC meeting on 1/21/2020 was cancelled due to insufficient notice, and topics to be covered at that time were rescheduled for this meeting.

**TBA update on fees:** Justin Humphreys appeared to discuss the fee structure for TBA in light of the ongoing and more intense scope of the Police Station renovation. Justin presented a table (attached) of the original fee scenario as contracted by the town from April 2019 and a variety of inferred changes thereafter including invoices to date. It was noted again that the managing partner from TBA, Bob Jefferies, has retired, and that his billing was not current. This has led to some confusion between TBA and the MFC about invoicing status.

The latest plan for the Police Station, as estimated by Ellana and adjusted by TBA, cost some $1.575 million, approximately twice what was estimated in April 2019. Mathematically, using the same rubric as TBA originally proposed, their fees would also double. This was discussed.

TBA is in arrears in their billing, and has not sought an update to their contract. Per suggestion from Mr. Simpson, it was agreed TBA would submit a bill to date under the original contract for what they are due. They are also asked to submit a proposal/amendment to their contract for any costs due to delay or change in scope of the project. The notion that just because the estimated cost of the project had doubled since conception and original contract, then so should their fee, was rejected. The quality of some of the work done was also criticized and blamed for part of the increase in cost.

Mr. Humphreys agreed to update the invoices and provide an amended proposal. They have continued to work on completing bid documents by the end of the month, and will continue in that regard. He expects to get back to MFC on fees and proposed contract changes in the next week or so.

**New Meeting Time:** It was noted that Tuesday morning meetings are truncated due to member’s other town and professional commitments. Business remains unattended. Proposed MFC discuss a two week schedule and longer meeting time at the 2/4/2020 meeting.

**Mr. Basek proceeded with his facilities report:**

**DPW:** Rental construction trailer is in place and electricity hooked up. Still to be signed off on for occupancy by Building Inspector. But provides a refuge from the truck garage and loft for the staff to create a breakroom and perhaps temporary bunk rooms. Once settled in, Kate will continue to work with Gary Davis to design a more permanent trailer solution consisting of 2 double-wides (20 x 50) which will include office, break, locker, and bunk space and ceasing any habitation in the truck garage.
The septic system at the DPW is in failure. The MFC has had test pits dug and approved. It was proposed to discuss locating a new septic system, with site plans, at the next MFC meeting on 2/4/2020.

There was no progress on the destructive or forensic investigation of repairs needed to the salt shed as the contractor tasked with this effort, JJ Supple, has not yet found the time to be responsive. He has visited the site with members of the MFC and the facilities manager. This will be done in due course.

Gray David has made no progress on creating a floor plan for the DPW truck and repair garage post trailer install, which is needed to create an HVAC/exhaust system. Kate suggested we wait until the "permanent" trailers are installed before pushing this forward. She will continue to follow up with Gary.

**Elevators:** Mr. Bastek, while working with Associated Elevators at the Police Station, asked them to consider needed upgrades at both the Library and Town Hall. Both these elevators are past their design life, and it seemed prudent to consider upgrading them given the recent experience at the school. Estimates for both are attached. Roundly $75,000 apiece, or $150,000 in total. (Attached) Neither estimate considers replacing the hydraulic pit, which was the cause of the catastrophic failure at the school, and a large part of the expense due to the remediation testing and boring needed. The MFC took these estimates in hand and agreed to pursue the issue in FY 2021 (post July 2020). (Nod 1 to Mr. Bastek for foresight)

**Fire Station:** Mr. Bastek reports, taking advantage of good weather, the ice melt cables at the Fire Station have been installed at the edge of the flat roof. He is only waiting to get the Electrical Inspector sign off. Hopefully this will resolve the falling ice danger and damage experienced in the past. (Nod 2 to Mr. Bastek for diligent opportunism)

Mr. Bastek has also received a second bid for the installation of a new above ground tank replacing the UST servicing the generator. This bid was rejected as it was some 3x the previous bid from Comm Tank (both bids attached). Mr. Bastek was asked to refresh the bid from CommTank for a 300 gallon tank. And, given Chief Sorrows announced desire for a larger tank (some 500 or 1,000 gallons - possibly to act as a fueling station) it was decided to refer the matter to the BOS for their meeting on 2/11/2020.

**Moved:** Mr. Hinton moves the MFC directs Facility Manager Steve Bastek to refresh the contract with CommTank and present that contract to the MFC to present to the BOS for discussion at their 2/11/2020 meeting.

Approved 5 - 0.

**Ms. Reid (Chair - BOS)** agreed to put this item on the BOS agenda for 2/11/2020 and invite Chief Sorrows to present as desired.

Vigorous discussion ensued post motion. Most notable was the question of where Chief Sorrows would get funds for a larger tank since the MFC had rejected his proposal, the relationship between the MFC, FinComm, and BOS when there is possible disagreement between the bodies, the failure of the Fire Department to maintain adequate compliance documentation for the large (2,000 gallon) USTs removed
in December 2018, and the failure of the Fire Department to report to the Mass DEP the existence of the 500 gallon UST supplying the FD generator.

**Highland Building:** Fire Alarm system was in default after power interruption over the past two weeks. Mr. Bastek investigated and found the batteries had failed. He ordered new batteries to be installed shortly. The FD was informed. (Nod 3 to Mr. Bastek for perseverance)

Additionally the FD noted they were not requiring the building undergo annual inspection as it was unoccupied, but noted the town insurance company may have a different opinion. Mr. Bastek followed up with the Town Manager to ask this question.

Mr. Bastek also found the entry landing at the side door was rotting and in failure. He was concerned that a fully-gearied Fireman would fall through the landing. He persuaded the Building Inspector, Mr Metevier, to intervene. Together they sourced materials and made a substantial repair (big nod to Mr. Metevier for helping out). The landing is now reported safe for larger gentlemen entrance and egress. (Nod 4 to Mr. Bastek for resourcefulness)

**Town Hall:** The BMS went down at the same power outage affecting the Highland Building. The system did not reboot on its own. Mr. Bastek investigated and disassembled part of the rooftop unit. He found loose connections and dangling wires shorting out the system - in his opinion very shoddy previous service - and repaired within his expertise as a licensed Master Electrician. The BMS promptly came back online and continues to present in working condition. (Nod 5 to Mr. Bastek for technical capability)

**Town Hall** enjoyed a fire alarm test during the week which they passed without incident.

**Library:** Mr. Bastek, as requested in the 1/14/2020 meeting, followed up with the Head Librarian about snow clearing on the roof. She reported that the library indeed has a contract with a vendor to shovel off the library roof as needed going forward. In previous administrations library staff themselves did this, sometimes pregnant.

**Police Station:** Per the minutes of 1/14/2020 the electric heat on the second floor is working. Chief Fisher expresses his compliments to Mr. Bastek and Mr. Risso.

Meanwhile, during the week, the Police Station had an annual Fire Alarm test performed by Simplex. While criticizing the techs sent out by Simplex as dubious, Chief Fisher noted they managed to short out and destroy the aged fire alarm panel at the station. And therefore were obligated to replace it with a modern panel at their own expense. Upon review of the replacement panel, Chief Sorrows noted the old alarms which were tied into the new panel were not addressable. And he would expect these to be replaced in the upcoming Police Station renovation. The new panel will bridge to the new system.

In addition, Chief Fisher reports the generator at the PS went into alarm during the week. Staff called in Caterpillar to respond and they replaced 1/2 gallon of antifreeze at a cost of some $600. Chief Fisher thinks this is inefficient, and asked again about combining generator equipment maintenance across town departments.
Associated Elevator came out and patched the handicap lift getting it back in service. It remains in imminent failure and in need of replacement. MFC opined it was time to replace it with a ramp and will address in FY 2022.

Mr Bastek, with the assistance of Mr. Risso, after much investigation, disconnected and reversed the pump in the lobby hot water heater deciding it had been installed backwards. The heater now works for the first time since installation some decades ago. (Nod 5 to both Mr. Bastek and Mr. Risso for excellence).

School: Mr. Fortado reports the Corey Elevator is back on line! Performing Arts Studio construction taken over by Carlisle Education Foundation and as such will now be privately funded.

Next meeting is scheduled for 2/4/2020 at 8:00 AM in the Heald Room.

Meeting adjourned at 9:45AM

Attachment(s):

Fee Schedule from TBA

Bids from CommTank and Cyn Environmental

(Please note the bid from Comm Tank is dated Jan 30, 2020. It is the same document as the April 4th, 2019 bid, but reflects a price increase from $11,600 to $13,125)

Bids from Associated Elevator for Town Hall and Library
January 30, 2020

RE: Aboveground Storage Tank Fill In Place and Installation – 80 Westford Street, Carlisle, MA

Dear Mr. Bastek:

CommTank is pleased to provide this proposal for closure in place of one (1) 10-gallon aboveground storage day tank (ASDT) and the installation of one (1) 300-gallon double-wall Highland™ AST at the above-referenced location.

Project Set Up
- Provide a site-specific health & safety plan
- Create an AutoCAD drawing detailing the upgrade of the system
- Submit the removal and installation plans to the local Fire Department for approval

AST Closure on place and AST Installation
- Provide and install concrete pad for new AST
- Provide and install four (4) 4" traffic bollards
- Provide and install one (1) 300-gallon dual wall UL-142 Highland™ AST next to generator
- Provide and install one (1) 3-gallon spill bucket
- Provide and install one (1) 4" emergency relief vent for the primary containment
- Provide and install one (1) emergency relief vent for the interstitial space of secondary containment
- Provide and install new vent alarm, ball valve, fuel gauge, anti-siphon valve, fill and vent pipes according to 527 CMR 1.
- Provide and install one mechanical interstitial leak sensor
- Provide and install new (exposed) oil piping from the tank to the generator 3½" supply and return pipes to be connected to the generator
- Pressure test all new pipes
- Pump out and clean one (1) 10-gallon ASDT
- Pass inspection and fill up the tank with flowable fill
- Provide tank closure report

TOTAL $13,125.00
Note 1: This proposal is based on Prevailing Wage Rates.

Note 2: This scope of work is subject to the approval of the local Fire Department.

Note 3: This proposal does not include the cost of low/high level alarm or fuel monitoring system installation.

Note 4: This proposal is based upon the above scope of work; any additional work will be submitted under a change order.

Note 5: The customer will be responsible for obtaining approval from the local Conservation Commission if needed.

Note 6: Current lead time to start the above scope of work is 6 to 8 weeks from signing of the proposal and receipt of deposit. Lead time is subject to change.

Note 7: The cost for the installation of one (1) fill rite pump, the services of an electrician and hose retractor will be an additional $3,700.00

All work will conform to federal, state and local fire code regulations.

This proposal when signed is a contract.

This proposal is void in 30 days if not signed. If you have any questions, please contact our office at 617-628-8260.

We assign a customer service representative (CSR) to all projects in an effort to ensure customer satisfaction. Please feel free to contact our CSR with feedback once your project has commenced.

Joanne Cardoza  
Mon. - Fri., (8:30am – 5:00pm)  
617-628-8260, x229

Sincerely,

Miguel Portillo

Miguel Portillo  
Project Manager
TERMS and CONDITIONS

CommTank, Inc. and Town of Carlisle Fire Department (the "Client") agree as follows:

1. Services. CommTank will provide the Client with services ("Services") described in the contract attached hereto ("Contract"), under the terms and conditions set forth herein. The Services will be performed on behalf of and solely for use of the Client as provided in the Contract and with respect to any properties ("Property") identified therein. The Client acknowledges that performance of the Services will require CommTank to make decisions based upon judgment rather than upon scientific certainties. The Client, in accepting the Contract, acknowledges the inherent risks to the Client and to the Property of the performance of the Services.

2. Right of Entry. The Client grants to CommTank, its agents, employees, consultants, contractors, and subcontractors, right of entry to the Property to perform the Services. If the Client does not own the Property, the Client warrants and represents by acceptance of the Contract that it has authority and permission, and will provide evidence of such authority and permission, of the Property owner and/or occupant to grant CommTank a right of entry. If the Contract is accepted it is the responsibility of the Client to ensure that CommTank's employees, consultants and contractors can perform the services without interference from any other companies, persons or crafts. Additional compensation from Client to CommTank would be required to be paid to settle any trade jurisdictional issues.

3. Subsurface Explorations and Excavation.

A. Normal Disturbance: The Client hereby acknowledges that the use of exploration and excavation equipment with a reasonable degree of care can affect, alter, or damage the terrain, and may affect vegetation, buildings, structures, and equipment in, at, or nearby, the Property. The Client accepts the fact that this possibility is inherent to performance of the Services and will not hold CommTank liable for any such effect, alteration, or damage and will defend and hold harmless CommTank in the event of damage claimed by any party.

B. Damage to Subsurface Structures: CommTank will use Dig Safe, in accordance with State laws, to perform a ground survey in order to identify underground utilities, and exercise a reasonable degree of care using Client plans and information to locate subterranean structures in the course of the proposed subsurface explorations and excavations at the Property. CommTank will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable, underground utilities, or any other element or condition not called to its attention or not shown, or accurately located, on any plans furnished to CommTank by the Client or by any other party, public or private, prior to commencement of the Services.

4. Notice of Hazards. The Client represents and warrants that it has provided CommTank with any and all notice, information, and documents with respect to the existence or suspected existence of any oil or hazardous substances, or asbestos (as such hazardous substances are defined in any pertinent State and Federal laws or other laws) in, on, under, or around, the Property. The Client will advise CommTank immediately of any information the Client gains regarding any such potentially hazardous substances, asbestos, or condition.

5. Disposal of Hazardous Samples. If samples collected from the Property contain substances defined as "hazardous material" or "oil" by governmental laws and regulations, CommTank shall have the right to: 1) dispose of samples by contracting with a qualified waste disposal contractor; or 2) according to the Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site. If the Client requests in writing that any such sample be retained for more than thirty (30) days, CommTank will store such samples at the Client's expense, and the Client will pay an additional fee for storage of samples of a hazardous nature. The Client will provide all signatures for, and shall pay all costs and expenses associated with, the collection, storage, transport and disposal of samples.

6. Incurred Expenses, Billing and Payment. The Client will pay CommTank for the Services upon completion according to the rate and charges set forth in the Contract. Client will also be responsible and at CommTank's discretion may be billed for the use of any scheduled resources (including any staff time, equipment use and rental fees) that cannot be reasonably redeployed after a last minute cancellation or postponement caused by the client. Invoices for the Services will be submitted to the Client in writing as CommTank shall elect, and will be due upon receipt. Invoice balances remaining unpaid for thirty (30) calendar days after invoice date will bear interest from the invoice date at one and a half (1.5%) percent per month, or at the maximum lawful interest rate if less than this amount. If the Client fails to pay any invoice in full within ten (10) days after the invoice date, CommTank may, at any time and without thereby incurring any liability, elect to terminate performance of further services upon five (5) days prior written notice to the Client. Notwithstanding any such termination of services by CommTank, the Client will pay CommTank in full for all services rendered by CommTank prior to the date of termination of services plus all interest, termination costs and expenses incurred by CommTank. The Client shall reimburse CommTank for all costs and expenses of collection, including reasonable attorney fees. CommTank's non-exercise of any rights or remedies whether specified or not will not be deemed a waiver of any such rights or remedies, nor preclude CommTank from exercising any rights and remedies under this Contract or at law. CommTank reserves its right to withhold submission of any and all information, data, and reports gathered by it, if the Client has not paid an invoice in full. The Client will be responsible for any and all state and federal fees associated with services rendered by CommTank.
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## MODERNIZATION CONTRACT PROPOSAL

### SPECIFICATIONS

| PREPARED FOR: | Town of Carlisle  
66 Westford Street  
Carlisle, MA 01741 |
<table>
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<tbody>
<tr>
<td>ATTENTION:</td>
<td>Stephen Bastek, Facilities Manager</td>
</tr>
<tr>
<td>PHONE #:</td>
<td>(978) 732-3198</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:sbastek@carlislema.gov">sbastek@carlislema.gov</a></td>
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<tr>
<td>LOCATION:</td>
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<tr>
<td>DATE:</td>
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MODERNIZATION CONTRACT PROPOSAL SPECIFICATIONS
In follow-up from Joe Cronin, Vertical Transportation Specialists Comprehensive Survey of the existing elevator equipment, due fatigued/worn conditions and age \(24 \pm \text{years old}\) of the existing elevator equipment the following modernization work needs be performed to your one(1) existing Hydraulic Passenger Elevator with new, state of the art, code-conforming equipment as follows.
*Please note the average life span of an elevator is 20-25 years.*

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SCOPE OF WORK
All work to comply with ANSI A17.1 2013, MASS 524 CMR and ADA codes in effect at the time of our proposal. The following equipment will be furnished and installed:

1. **Controllers:** We will replace the existing controller with new Microprocessor Closed Loop Simplex Controller with Phase I and II Fire Service, ADA and code compliant features. One new Control System will be furnished and installed in the elevator. Controller is a state of the art, distributed control system designed for hydraulic applications serving up to 8 single or double openings, with cars traveling up to 200 fpm. This provides several advantages including:
   - Significantly reduced passenger wait times due to sophisticated dispatching;
   - Minimized downtime with remote diagnostics;
   - Comprehensive on-board system diagnostics;
   - Freedom to use vendor of choice with non-proprietary equipment;
   - Field proven performance;
   - Lifetime technical support

2. **Emergency Battery Lowering Device:** We will furnish and install a new Emergency Battery Lowering Return System. When the main line power is lost, the Emergency Battery Lowering Return Unit provides single or three phase AC and/or DC power to the hydraulic elevator controller, valve and door motor. This power allows the elevator controller to maintain its normal function. Power is also supplied to the door operator so that the doors may be opened to allow passengers to exit.

3. **Power Unit:** We will replace the existing power units and furnish and install two new submersible power units. The power units consist of a positive displacement pump, motor, integral 4 coil control valve, oil tank and silencing muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and pressure relief valve.
4. **Disposal of Old Oil:** We will remove the old oil from the existing power unit tank via and put into 55 gallon drums. All the old oil will be transferred off the property and properly disposed by our licensed hazardous waste material company.

5. **New Oil:** We will furnish and install all new hydraulic oil in the new power unit tank after removal of all existing oil.

6. **Travel Cable Wiring:** We will replace the existing traveling cables with new traveling cables properly suspended between car and hoistway or machine room cable support. All cables will incorporate the specified types of conductors. At a minimum, each traveling cable will contain one shielded and jacketed pair. Cables will be supported by steel supporting strands if travel exceeds 150 feet and in a loop compatible to the size of the cable. The outer covering will be fire resistant and meet Underwriters Laboratories standard test. The cable will be hung free of all contact from hoistway or car equipment. Cable will contain an adequate number of conductors to provide the minimum of 10% of spares.

7. **Machine Room, Hoistway & Car Wiring:** We will furnish and install all new machine room, hoistway and car control wiring. All wiring will consist of flame retardant and moisture resistant outer covering.

8. **Final Limit Switches and Mounting:** We will replace the existing Final Limit Switches with new switches to signal stopping of the car if safe travel limits are exceeded.

9. **Slowdown Limit Switches:** We will replace the existing Slowdown Limit Switches with new Slowdown Limit Switches to determine car speed near the terminal landing.

10. **Top of Car Inspection Stations:** We will replace the existing inspection station with new car top inspection station. The car top inspection station will serve as a control panel on top of the elevator which, when activated, removes the car from normal service and allows the car to run at inspection speed from the car top station only.

11. **Door Operator:** We will replace the existing door operator with two-speed, side opening, solid state door operators which will be interfaced with the new controllers to provide closed loop operation. The function of the door operators is to provide constant torque to overcome windage conditions and other environmental conditions that may affect reliability.

12. **Door Protection:** We will furnish and install a solid state infrared passenger protection device on the car doors. This device provides infrared light beams that create an invisible safety net across the elevator entrance. The infrared light beams will detect an obstruction in the doorway resulting in the doors remaining in an open position until the obstruction is cleared.

13. **Car Clutch:** We will furnish and install new mechanical clutches to connect the front car and hoistway doors. The function of the clutch is to provide the driving motion of the hoistway doors for full open and closed direction. The drive rollers will remain engaged to prevent separation of the hoistway doors from the car doors.

14. **Hall Landing Door Interlocks:** We will replace the existing hoistway door interlocks with new hoistway door interlocks. An electro-mechanical interlock will be provided for each hoistway entrance. The function of the interlocks is to prevent operation of the car away from the landing unless the doors are in closed and locked position as defined by applicable codes. The interlocks will also prevent the opening of a hoistway door from the landing side unless the car is within the lading zone and is either stopped or being stopped at that level.
14. **Hall Landing and Car Door Hanger Tracks and Rollers:** We will furnish and install new hoistway and car door hanger tracks and rollers. The hoistway and car doors will hang and lock into the hanger tracks allowing the door rollers to ride in the open and close motion necessary for proper door operation.

14. **Hall Landing Closers:** We will furnish and install new hoistway door closers. The function of the door closer is to provide the driving motion necessary to fully engage the hoistway doors in the closed position.

15. **Fireman’s Service:** Fire service features will be provided in accordance with the requirements of the applicable ASME A17.1, Safety Code for Elevators. Equipment used in the Fireman’s Drive:
   - A three position key switch at the designated (main) level (RESET/OFF/ON)
   - A three position key switch in the main car operation panel of each elevator (OFF/HOLD/ON)
   - An illuminated visual and audible (operative only for Fireman’s Drive operation)

Provision and installation of Fire Alarm Initiating Devices for elevator recall in the hallway outside each elevator landing floor and in the elevator machine room with contact wire brought back to our controllers is the responsibility of the Purchaser. Final connection to the building’s emergency fire system shall be the responsibility of the Purchaser.

16. **Car Fixture (COP):** We will replace the existing main car-operating panel with a new main car-operating panel provided in the front return of the elevator. The panel will contain floor call buttons corresponding to the number of floors served, digital position indicator, fire service phase II feature plus the standard devices of door open, door close, alarm and emergency buttons, independent service key switch, fan and light switches at a minimum. Appropriate fire fighters service key switch, jewel fire and call cancel buttons will be provided in the new operating panel. Appropriate key switches for the operating system will be included. These switches will be clearly identified as to their function. In lieu of key switches, the devices may be incorporated in a separate covered portion of the COP. We will provide a new ADA compliant, hands-free phone in the main car-operating panel.

17. **Car Lantern:** We will furnish and install a new car travel lantern. These lanterns consist of up and down direction arrows that light up indicating the up and down movement of the elevator.

18. **Surface Mount Hall Fixtures:** We will furnish and install new labor savor surface mount (reflect 1 3/8” depth/protrusion from existing wall) hall terminal and intermediate stations to include Up and Down Buttons, Digital Position Indicators, Fire Service Phase I Key Switch, Fire Service Engraved Instructions and Fire Service Jewel. (If flush mount hall fixtures are preferred additional cost will apply).

19. **Hoistway Access Switch:** We will furnish and install new top and bottom floor hoistway access switches. These switches allow authorized personnel to gain access to the top of the car and hoistway elevator pit. This will allow the elevator to move into the service drive mode, and keep the elevator doors open while authorized personnel lower or raise the car for access to the top of the car or elevator pit.

20. **Hoistway Jamb Braille:** We will furnish and install new standard Braille jamb tags indicating floor numbers on each hoistway floor jamb.

21. **Car Roller Guides:** We will furnish and install new car roller guide assemblies. These will be mounted at the top and bottom of the car frame and counterweights. Each roller guide assembly will consist of wheels arranged to maintain constant contact on dry non-lubricated surfaces, ensuring a smooth car ride.

22. **Car Top Railing:** We will furnish and install a new car top safety railing which goes around the perimeter of the car top to prevent accidental falls.

Page 4 of 7
*Note: We will monitor the existing hydraulic jack assemblies as but at this time do not exhibit signs of leaks in the cylinders. If this situation should change and the cylinders begin leaking then replacement of the existing Hydraulic Jack Assemblies with new will be required and we will follow-up with a proposal cost to replace the same with new.

Work by Others (Non Elevator Trade Subcontractor): You will need to contract with a contractor to have following work completed. If you do not have a contractor you work with and prefer we carry this work as an add alternate let me know and I will make the necessary arrangements with our contractor for pricing of the same and will revise our proposal accordingly.

- New code compliant single phase car light 120 volt disconnects to be located in elevator machine room including load size conduit and wiring to elevator control panel.
- New LED machine room and pit lighting including GFCI outlets.
- Provide climate control to maintain machine room temperature between 50-90 degrees for proper equipment operation.
- Provide separate and dedicated phone lines to elevator controllers located in the elevator machine room.
- Furnish and install fire alarm initiating devices (At elevator landings and elevator machine room) for Fire Fighter’s Elevator Recall to present code. Conduit and wiring necessary for FA Elevator Recall from Annunciator Panel to individual devices terminated at elevator control panel. Provide all relays and modules needed to tie into new controllers. Perform Pretest with Elevator Contractor and Final Test with DPS Elevator Inspector.
- Provide parking for our employees working on the job.
- Provide functioning restrooms for our employees.
- Provide dry storage area suitable for our materials and equipment.

Associated Elevator’s Price:

- Includes state elevator permit fee;
- Includes sales tax exemption;
- COMMBUYS (MA State Bid List) Vendor L.D. # 00001139
- Includes only the work quoted and does not include any additional work outside the jurisdiction of our trade, including but not limited to, painting, patching and the like;
- Is firm for sixty (60) days;
- Is based on our employees performing the job during regular working hours of the elevator trade (Monday through Friday, excluding nights, holidays and weekends).

<table>
<thead>
<tr>
<th>TIMELINE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Drawings and Approvals</strong></td>
<td>Approximately four to six (4-6) weeks upon signed contract and deposit</td>
</tr>
<tr>
<td><strong>Delivery Date</strong></td>
<td>Approximately twelve (12) weeks after approvals</td>
</tr>
<tr>
<td><strong>Installation Time</strong></td>
<td>Approximately four to five (4-5) weeks. *Note that this does not include State Inspectors turn-over date which is an additional 7 to 10 business days.</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td>Parts and labor one (1) year after acceptance of the elevator.</td>
</tr>
<tr>
<td>CONTRACT BASE PRICE AND TERMS</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
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<tr>
<td><strong>Total Contract Base Price</strong></td>
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<tr>
<td><em>(Includes sales tax exemption)</em></td>
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<td>$69,221.00</td>
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<tr>
<td><strong>30% deposit due with executed contract</strong></td>
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<tr>
<td>$20,767.00</td>
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<tr>
<td><strong>35% due upon delivery of materials</strong></td>
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<tr>
<td>$24,221.00</td>
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<tr>
<td><strong>Due upon completion of elevator work.</strong></td>
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<tr>
<td>$22,727.00</td>
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<tr>
<td><strong>Due upon certification of elevator by the State Elevator Inspector</strong></td>
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<tr>
<td>$1,500.00</td>
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</tbody>
</table>

**SIGNATURE SECTION:**

<table>
<thead>
<tr>
<th>CONTRACT BASE PRICE AND TERMS AND GENERAL TERMS AND CONDITIONS AGREED AND APPROVED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stephen Bastek, Facilities Manager</strong></td>
</tr>
<tr>
<td><strong>Printed Name</strong></td>
</tr>
<tr>
<td><strong>Town of Carlisle</strong></td>
</tr>
<tr>
<td><strong>Company Name</strong></td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Curt McClay, Modernization Project Manager</strong></td>
</tr>
<tr>
<td><strong>Printed Name</strong></td>
</tr>
<tr>
<td><strong>Associated Elevator Co, Inc.</strong></td>
</tr>
<tr>
<td><strong>Company Name</strong></td>
</tr>
<tr>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Date</strong></td>
</tr>
</tbody>
</table>

**PURCHASE ORDER NUMBER**

<table>
<thead>
<tr>
<th>Town of Carlisle</th>
<th>Date</th>
</tr>
</thead>
</table>

Page 6 of 7
GENERAL TERMS AND CONDITIONS

In the following terms and conditions “you,” “your” and the like refers to The Town of Carlisle. “We,” “our,” “us” and the like refers to Associated Elevator Companies, Inc.

You agree to indemnify, defend and hold harmless us and our agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from our work under this proposal, regardless of how the incident occurred or who caused the incident, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom.

You agree that timely payment of all sums due hereunder is a condition precedent to our continued performance and we reserve the right, at our option, to suspend or limit our performance until all payments due are made. You agree to pay our reasonable costs and expenses incurred in demobilizing and remobilizing should we elect to suspend or limit our performance until all payments due are made.

You agree that a service charge calculated at the rate of 1.5% per month or the highest legal contract rate, whichever is less, shall be applicable to delinquent payments by you of sums due provided herein.

You agree to pay all reasonable collection costs including attorney’s fees (with or without litigation) for any payments due hereunder that remain delinquent for more than sixty (60) days.

You agree that should you provide us with a purchase order for this Agreement, such shall be deemed only as a convenience to you for the purposes of making payments hereunder and the terms of this Agreement shall control with reference to the terms of your purchase order whether they be in conflict or not.

You agree that we shall not be responsible or liable for conditions including, but not limited to, any loss, damage, detention or delay caused by accidents, strikes, lockouts, labor troubles, or any other unavoidable cause beyond our control, or for any consequential damages, regardless of cause.

Any notices required or permitted to be given hereunder shall be written and mailed by certified mail, postage prepared, to the parties’ addresses set forth in this Agreement, or such other addresses as the parties may designate in writing from time to time.

The failure of a Party at any time to require or enforce the strict performance by the other Party of any term or condition of this Agreement shall not constitute a surrender or waiver of that particular breach or failure, or of any subsequent breach or failure by said other Party with respect to any term or condition of this Agreement, or the waiver by a Party of a breach or default committed by the other Party with respect to any term or condition of this Agreement, and shall not to any extent prejudice or adversely affect the other Party’s rights, interests or remedies available or provided to it by law or otherwise which it may exercise or invoke with respect to that particular breach or failure or any subsequent breach or failure.

Any part of provision of this Agreement which may be held for any reason to be illegal, invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction shall be ineffective to the extent of such illegality, unenforceability or conflict, and shall be replaced with a provision that accomplishes, to the extent possible, the original purpose of such part or provision in a valid and enforceable manner, without affecting, impairing or invalidating the remaining provisions in any other jurisdiction, which provisions shall remain binding upon the parties hereto and in full force and effect. Except in the event that any payments or the structure of any payments are deemed illegal, invalid or unlawful then the parties shall mutually revise the manner of or structure of payment, which is deemed illegal, invalid or unlawful to provide the payee with the same remuneration as was intended by the parties.

This Agreement:
• may be amended only in writing, signed by both parties;
• is the complete and exclusive statement of the agreement between the parties, and supersedes and merges all prior proposals, understandings and agreements, both oral and written, between the parties relating to the subject matter hereof.

This Agreement shall be governed in all respects by the Laws of the Commonwealth of Massachusetts, without regard to its conflict of laws. Barnstable County shall be the exclusive court of jurisdiction for any dispute arising under this Agreement.

Associated Elevator, its employees, agents and representatives, disclaim any and all warranties express or implied, oral or written, including but not limited to, implied warranties of fitness for a particular purpose or merchantability.

Associated Elevator shall not be liable for indirect, special, incidental or consequential damages of whatever nature arising out of the use or inability to use the elevators serviced under this Agreement.

Each party recognizes and agrees that the disclaimer of these warranties are materially bargained for and a basis for other terms of this Agreement including being taken into account in determining the consideration to be given each Party under this Agreement and each Party’s decision to enter into this Agreement.
<table>
<thead>
<tr>
<th>Description</th>
<th>Mar-19</th>
<th>Apr-19</th>
<th>Nov-19 Accepted Full Scope w/ Deferred Maintenance</th>
<th>Nov-19 Deferred Maintenance (part of additional)</th>
<th>Requested Additional Based on Scope Increase and Construction Cost</th>
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<tbody>
<tr>
<td>Construction Budget</td>
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<td>$ 794,348</td>
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<td>Phase 2: Design and Construction</td>
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<td>$ 2,812</td>
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*Does not include civil design*
January 24, 2020

Mr. Stephen Bastek, Facilities Manager  
Town of Carlisle  
66 Westford Street  
Carlisle, MA 01741

BUDGETARY ESTIMATE ONLY

Project: 300 gallon AST install with piping to existing generator, concrete pad & bollards  
Project location: Carlisle Fire Department, 80 Westford Street, Carlisle, MA

Dear Mr. Bastek,

Cyn Environmental Services is pleased to present the following budgetary estimate to provide labor, equipment and materials related to the above project:

- Permit thru Fire Department or town may waive;
- Digsafe work area;
- Setup perimeter of the workzone with safety fence;
- Layout pad placement and sawcut the pavement;
- Remove and dispose of pavement offsite;
- Prepare subsurface for new concrete pad;
- Set forms and reinforcement bars for an 8” concrete pad;
- Pour & finish with 4000# concrete – allow to set;
- Install (3) 4” protection bollards in front and side of new pad;
- Supply and install (1) 300gallon double-wall aboveground storage tank;
- Supply and install (1) 3-gallon spill container at fill;
- Supply and install (1) 2” vent and whistle vent alarm;
- Supply and install (1) emergency vent on primary tank;
- Supply and install (1) emergency vent on secondary tank;
- Supply and install (1) mechanical level gauge;
- Supply and install (1) mechanical gauge in interstitial outer tank;
- Supply and install (1) anti-siphon valve on ½” supply line;
- Supply and install ¼” supply and return lines;
- Supply and install (1) emergency shut-off valve;
- Pressure test the supply and return lines;
- Make connections to the generator;
- Run generator – responsibility of the generator town representative operator (not Cyn);
- Paint bollards safety yellow;
- Demobilize from the site.
Budgetary Estimate:

**Labor/Equipment /Materials: AST installation $28,000.00**

Assumptions:
Completion within 8 business days.

Cyn will stockpile/cover the excavated soils generated to prep area to set pad – LSP to determine if clean and can be used in new hole or handled for disposal at an additional charge.

Cyn will not encounter any unforseen obstruction and or conditions within the run from the tank to the generator for underground piping installation.

Pricing assumes prevailing wage rate will apply to the project

----------

**Engineering Plans – Engineering & Construction: $8,750.00**

Plans must be approved and in place prior to Cyn mobilizing to the site.

If you have any questions related to this proposal, please feel free to contact Paul Reidy to discuss @ 781-886-1244.

Sincerely,
Richard Mueda
Field Specialist
Cyn Environmental Services
781-886-1241
# MODERNIZATION CONTRACT PROPOSAL

## SPECIFICATIONS

| PREPARED FOR:          | Town of Carlisle  
                        | 66 Westford Street  
                        | Carlisle, MA 01741   |
|------------------------|------------------|
| ATTENTION:             | Martha Feeney-Patten, Director |
| PHONE #:               | (978) 369-4898   |
| EMAIL:                 | director@gleasonlibrary.org |
| PROJECT NAME:          | Gleason Library  |
| LOCATION:              | 22 Bedford Road, Carlisle, MA |
| DATE:                  | January 19, 2020 |
January 19, 2020

MODERNIZATION CONTRACT PROPOSAL SPECIFICATION:
In follow-up from Joe Cronin, Vertical Transportation Specialists Comprehensive Survey of the existing elevator equipment, due to fatigued/worn conditions and age 25 years old of the existing elevator equipment the following modernization work needs be performed to your one (1) existing Hydraulic Passenger Elevators with new, state of the art, code-conforming equipment as follows
*Please note the average life span of an elevator is 20-25 years

<table>
<thead>
<tr>
<th>EQUIPMENT TYPE</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Location</td>
<td>22 Bedford Road, Carlisle MA 01741</td>
</tr>
<tr>
<td>Type</td>
<td>Passenger</td>
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<tr>
<td>Quantity</td>
<td>One (1)</td>
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<tr>
<td>State ID Number</td>
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<tr>
<td>Capacity</td>
<td>2500 LBS</td>
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<tr>
<td>Speed</td>
<td>100 FPM</td>
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<tr>
<td>Landings</td>
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</tr>
<tr>
<td>Front Openings</td>
<td>3</td>
</tr>
<tr>
<td>Side Openings</td>
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<tr>
<td>Operation</td>
<td>Simplex</td>
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<tr>
<td>Machine</td>
<td>Hydraulic</td>
</tr>
<tr>
<td>Car &amp; Hoistway Doors</td>
<td>Two Speed Side Opening Doors</td>
</tr>
<tr>
<td>Main Line Voltage</td>
<td>208</td>
</tr>
<tr>
<td>HP</td>
<td>30</td>
</tr>
</tbody>
</table>

SCOPE OF WORK
All work to comply with ANSI A17.1 2013, MASS 524 CMR and ADA codes in effect at the time of our proposal. The following equipment will be furnished and installed:

1. Controllers: We will replace the existing controller with new Microprocessor Closed Loop Simplex Controllers with PHase I and II Fire Service, ADA and code compliant features. Controller is a state of the art, distributed control system designed for hydraulic applications including new car leveling sensors that provide the necessary feedback to the controller for landing and leveling. The controller will have provisions to Emergency Power. This provides several advantages including:
   - Significantly reduced passenger wait times due to sophisticated dispatching;
   - Comprehensive on-board system diagnostics;
   - Freedom to use vendor of choice with non-proprietary equipment;
   - Field proven performance;
   - Lifetime technical support

2. Machine Room, Hoistway and Car Wiring: We will furnish and install all new machine room, hoistway and car control wiring. All wiring will consist of flame retardant and moisture resistant outer covering.
3. **Travel Cables:** We will replace the existing traveling cables with new traveling cables properly suspended between car and hoistway or machine room cable support. All cables will incorporate the specified types of conductors. At a minimum, each traveling cable will contain one shielded and jacketed pair. Cables will be supported by steel supporting strands if travel exceeds 150 feet and in a loop compatible to the size of the cable. The outer covering will be fire resistant and meet Underwriters Laboratories standard test. The cable will be hung free of all contact from hoistway or car equipment. Cable will contain an adequate number of conductors to provide the minimum of 10% of spares.

4. **Multi-Cable Wiring:** We will furnish and install new multi-cable necessary from the elevator for light and signal circuits.

5. **Final Limit Switches and Mounting:** We will replace the existing Final Limit Switches with new switches to signal stopping of the car if safe travel limits are exceeded.

6. **Power Unit:** We will replace the existing power unit and furnish and install one new submersible power unit to include new pump, valve, motor, silencing muffler, mise piping including shut off valve and new oil.

7. **Disposal of Old Oil:** We will remove the old oil from the existing power unit tank via our licensed hazardous waste material company.

8. **Door Interlocks:** We will replace the existing landing door interlocks with new landing door interlocks. An electromechanical interlock will be provided for each landing entrance. The function of the interlocks is to prevent operation of the car away from the landing unless the doors are in closed and locked position as defined by applicable codes. The interlocks will also prevent the opening of a landing door from the landing side unless the car is within the landing zone and is either stopped or being stopped at that level.

9. **Landing and Car Door Hanger Tracks and Rollers:** We will furnish and install new landing and car door hanger tracks and rollers. The landing and car doors will hang and lock into the hanger tracks allowing the door rollers to ride in the open and close motion necessary for proper door operation.

10. **Landing Door Closers:** We will furnish and install new landing door closers. The function of the door closer is to provide the driving motion necessary to fully engage the landing doors in the closed position.

11. **Landing Jamb Braille:** We will furnish and install new standard Braille jamb tags indicating floor numbers on each landing floor jamb.

12. **Surface Mount Hall Fixtures:** We will furnish and install labor savors surface mount hall fixtures that reflect 1 3/8" depth/protrusion from existing wall at all terminal and intermediate hall stations to include vandal resistant Up and Down Push Buttons, Digital Position Indicators, In case of fire use stairway engraved verbiage. At the main fire alarm monitoring panel landing our fixture will also include Fire Service Phase I Key Switch, Fire Service Engraved Instructions, Fire Service Jewel and Buzzer, Emergency Phone Line Failure light, audible signal and reset key-switch, also an Emergency Power Light if existing elevator runs on any emergency power source. Terminal landing hall fixtures will include access operation for licensed elevator technician to gain safe access to elevator shaft. Note: If flush mount hall fixtures are preferred additional cost will apply.
13. **Pit Emergency Stop Switch:** We will replace the existing pit switch with new pit stop switches in the elevator pit in accordance with ANSI 2.2.6.

14. **Top of Car Inspection Stations:** We will replace the existing inspection stations with new car top inspection stations. The car top inspection station will serve as a control panel on top of the elevator which, when activated by licensed elevator technician, removes the car from normal service and allows the car to run at inspection speed from the car top station only.

15. **Car Door Operator:** We will replace the existing Car Door Operators with new single speed, center opening, solid state door operators which will be intergraded with the new controllers to provide closed loop operation. The function of the door operators is to provide constant torque to overcome windage conditions and other environmental conditions that may affect reliability.

16. **Car Clutch:** We will furnish and install new mechanical clutches to connect the front car and hoistway doors. The function of the clutch is to provide the driving motion of the hoistway doors for full open and close direction. The drive rollers will remain engaged to prevent separation of the hoistway doors from the car doors.

17. **Car Door Protection:** We will furnish and install a solid state infrared passenger protection device on the car doors. This device provides 56 infrared light beams that create an invisible safety net across the elevator entrance. The infrared light beams will detect an obstruction in the doorway resulting in the doors remaining in an open position until the obstruction is cleared.

18. **Car Entrance Toe Guard:** We will furnish and install new car entrance toe guard as needed. The angle toe guard metal panel attached to the entrance sill nosing and the hatch wall at the bottom landing.

19. **Car Operating Panel:** We will replace the existing main car-operating panel with a new main car-operating panel provided in the front return of the elevator. The panel will contain floor call buttons corresponding to the number of floors served, digital position indicator, fire service phase II feature plus the standard devices of door open, door close, alarm and emergency buttons, independent service key switch, fan and light switches at a minimum. These switches will be clearly identified as to their function. In lieu of key switches, the devices may be incorporated in a separate covered portion of the COP. We will provide a new ADA compliant, hands-free phone in the main car-operating panel.

20. **Fireman’s Service:** Fire service features will be provided in accordance with the requirements of the applicable ASME A17.1, Safety Code for Elevators. Equipment used in the Fireman’s Drive:
   - A three position key switch at the designated (main) level (RESET/OFF/ON)
   - A three position key switch in the main car operation panel of each elevator (OFF/HOLD/ON)
   - An illuminated visual and audible (operative only for Fireman’s Drive operation)

   - *Provision and installation of Fire Alarm Initiating Devices for elevator recall in the hallway outside each elevator landing floor and in the elevator machine room with contact wire brought back to our controllers is the responsibility of the Purchaser. Final connection to the buildings emergency fire system shall be the responsibility of the Purchaser.*

21. **Car Lantern:** We will furnish and install a new car travel lantern. These lanterns consist of up and down direction arrows that light up indicating the up and down movement of the elevator.

22. **Car Roller Guides:** We will furnish and install new car roller guide assemblies. These will be mounted at the top and bottom of the car frame. Each roller guide assembly will consist of wheels arranged to maintain constant contact on dry non-lubricated surfaces, ensuring a smooth car ride.
Work by Others: You will need to contract to have the following work completed:
- Smoke detectors at all elevator entrance landings and machine room with contact wires brought back to our controllers. Also, if Emergency Generator exists and operates elevator during loss of power, code requires a separate contact wire be brought back to new controller from generator to signal car is operating on Emergency Power.
- Provide separate and dedicated phone lines to elevator controllers located in the elevator machine room.
- Any enclosing, patching, painting or the like around our hoistway entrance frames, fixture boxes and electrical piping.
- Legal machine room and proper venting.
- Properly fused disconnect switches in machine room including power and wiring connected to our controllers sized to accommodate new motors.
- Three (3) separate 120 volt power supplies for car lighting, machine room and pit.
- Provide parking for our employees working on the job.
- Provide functioning restrooms for our employees.
- Provide dry storage area suitable for our materials and equipment.

Associated Elevator's Price:
- Includes state elevator permit fee;
- Includes sales tax exemption;
- COMMBUYS (MA State Bid List) Vendor I.D. # 00001139
- Includes only the work quoted and does not include any additional work outside the jurisdiction of our trade, including but not limited to, painting, patching and the like;
- Is firm for sixty (60) days;
- Is based on our employees performing the job during regular working hours of the elevator trade (Monday through Friday, excluding nights, holidays and weekends).

| TIMELINE |
|-----------------|-------------------------------------------------|
| Drawings and Approvals | Approximately four to six (4-6) weeks upon signed contract and deposit |
| Delivery Date | Approximately twelve (12) weeks after approvals |
| Installation Time | Approximately four to five (4-5) weeks. Note that this does not include State Inspectors turn-over date which is an additional 7 to 10 business days. |
| Warranty | Parts and labor one (1) year after acceptance of the elevator. |

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<tr>
<th>CONTRACT BASE PRICE AND TERMS</th>
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<tbody>
<tr>
<td>Total Contract Base Price (including sales tax exemption)</td>
</tr>
<tr>
<td>30% deposit due with executed contract</td>
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<td>Due upon delivery of materials</td>
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<tr>
<td>Due upon completion of Elevator</td>
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<tr>
<td>Due upon certification of Elevator by the Elevator Inspector</td>
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</table>
## Signature Section:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martha-Feeney Patten, Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gleason Library</td>
<td>X</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Curt McClay, Modernization Project Manager</td>
<td>1/19/20</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Associated Elevator Co, Inc.</td>
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<table>
<thead>
<tr>
<th>Company Name</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
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## Purchase Order Number

<table>
<thead>
<tr>
<th>Town of Carlisle</th>
<th>Date</th>
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GENERAL TERMS AND CONDITIONS

In the following terms and conditions “you,” “your” and the like refers to the Town of Carlisle. “We,” “our,” “us” and the like refers to Associated Elevator Companies, Inc.

You agree to indemnify, defend and hold harmless us and our agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from our work under this proposal, regardless of how the incident occurred or who caused the incident, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom.

You agree that timely payment of all sums due hereunder is a condition precedent to our continued performance and we reserve the right, at our option, to suspend or limit our performance until all payments due are made. You agree to pay our reasonable costs and expenses incurred in demobilizing and remobilizing should we elect to suspend or limit our performance until all payments due are made.

You agree that a service charge calculated at the rate of 1.5% per month or the highest legal contract rate, whichever is less, shall be applicable to delinquent payments by you of sums due provided herein.

You agree to pay all reasonable collection costs including attorney’s fees (with or without litigation) for any payments due hereunder that remain delinquent for more than sixty (60) days.

You agree that should you provide us with a purchase order for this Agreement, such shall be deemed only as a convenience to you for the purposes of making payments hereunder and the terms of this Agreement shall control without reference to the terms of your purchase order whether they be in conflict or not.

You agree that we shall not be responsible or liable for conditions including, but not limited to, any loss, damage, detention or delay caused by accidents, strikes, lockouts, labor troubles, or any other unavoidable cause beyond our control, or for any consequential damages, regardless of cause.

Any notices required or permitted to be given hereunder shall be written and mailed by certified mail, postage prepared, to the parties’ addresses set forth in this Agreement, or such other addresses as the parties may designate in writing from time to time.

The failure of a Party at any time to require or enforce the strict performance by the other Party of any term or condition of this Agreement shall not constitute a surrender or waiver of that particular breach or failure, or of any subsequent breach or failure by said other Party with respect to any term or condition of this Agreement, of the waiver by a Party of a breach or default committed by the other Party with respect to any term or condition of this Agreement, and shall not to any extent prejudice or adversely affect the other Party’s rights, interests or remedies available or provided to it by law or otherwise which it may exercise or invoke with respect to that particular breach or failure or any subsequent breach or failure.

Any part of provision of this Agreement which may be held for any reason to be illegal, invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction shall be ineffective to the extent of such illegality, unenforceability or conflict, and shall be replaced with a provision that accomplishes, to the extent possible, the original purpose of such part or provision in a valid and enforceable manner, without affecting, impairing or invalidating the remaining provisions in any other jurisdiction, which provisions shall remain binding upon the parties hereto and in full force and effect. Except in the event that any payments or the structure of any payments are deemed illegal, invalid or unlawful then the parties shall mutually revise the manner of or structure of payment, which is deemed illegal, invalid or unlawful to provide the payee with the same remuneration as was intended by the parties.

This Agreement:

• may be amended only in writing, signed by both parties;
• is the complete and exclusive statement of the agreement between the parties, and supersedes and merges all prior proposals, understandings and agreements, both oral and written, between the parties relating to the subject matter hereof.

This Agreement shall be governed in all respects by the Laws of the Commonwealth of Massachusetts, without regard to its conflict of laws. Barnstable County shall be the exclusive court of jurisdiction for any dispute arising under this Agreement.

Associated Elevator, its employees, agents and representatives, disclaim any and all warranties express or implied, oral or written, including but not limited to, implied warranties of fitness for a particular purpose or merchantability.

Associated Elevator shall not be liable for indirect, special, incidental or consequential damages of whatever nature arising out of the use or inability to use the elevators serviced under this Agreement.

Each party recognizes and agrees that the disclaimer of these warranties are materially bargained for and a basis for other terms of this Agreement including being taken into account in determining the consideration to be given each Party under this Agreement and each Party’s decision to enter into this Agreement.

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