

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY25 ANNUAL TOWN MEETING REQUEST FORM**

Department: SEWER DIVISION		FOUR THREE
Project Title and Description: Security cameras Water Street Pump Station (WSPS)	Total Project Cost:	\$104,000.00

Department/Division Head: Doug Pinard Wastewater Superintendent

Cost estimate was developed: Internally ☐ Externally ☒

Basis of Estimated Costs (attach additional information if available)			If project has impact on 5 Year Plan and future operating budgets, insert estimated amounts.		
Capital:	Cost	Comments	Fiscal Year:	Capital	O & M
<i>Planning and Design</i>			<i>FY26</i>		
<i>Labor and Materials</i>	\$83,000.00		<i>FY27</i>		
<i>Administration</i>			<i>FY28</i>		
<i>Land Acquisition</i>			<i>FY29</i>		
<i>Equipment</i>			<i>FY30</i>		
<i>Other</i>					
<i>Contingency</i>	25%				
Total Capital	\$104,000.00				

Possible sources and amounts of funding, if known: _____

Project Justification and Objective: __ Town of Plymouth community has witnessed a concerning increase in the destruction of property, posing significant threats to public safety, security, and the overall quality of life for our residents. Vandalism, theft, acts of violence and criminal activity have become more prevalent, causing substantial financial and emotional burdens for both individuals, state entities and local businesses. To address these growing challenges, there is an urgent need to implement a comprehensive Video Surveillance Security System utilizing Avigilon Security Cameras. _____

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the next 5 Year Plan Yes ☐ No ☒
Can this project be phased over more than one fiscal year? Yes ☐ No ☒

For Capital Equipment Requests:

☐ Check if equipment requested is replacement and enter the year, make & model, VIN and present condition of existing equipment

Attach additional information, estimates, or justification.



Video Surveillance - Waste Water Building - 197 Water Street

Proposal # 8632-1-0

Proposal Issued: 10/12/2023

Proposal Valid To: 11/11/2023

To:

Ryan Ruggiero

Town Of Plymouth

From:

Tom Lennon

Account Executive

ENE SECURITY Inc.

(617) 546-8804

tlennon@enesecurity.com



Client Information

Customer Name: Town Of Plymouth

Site:

Town Of Plymouth
197 Water Street
Plymouth, MA 02360

Billing:

Town Of Plymouth
26 Court Street
Plymouth, MA 02360

Contact:

Ryan Ruggiero
(508) 830-4210 Ext. 310
ruggiero@plymouthpolice.com

Scope of Work

Executive Summary:

Town of Plymouth community has witnessed a concerning increase in the destruction of property, posing significant threats to public safety, security, and the overall quality of life for our residents. Vandalism, theft, acts of violence and criminal activity have become more prevalent, causing substantial financial and emotional burdens for both individuals, state entities and local businesses. To address these growing challenges, there is an urgent need to implement a comprehensive Video Surveillance Security System utilizing Avigilon Security Cameras.

SCOPE OF WORK - Video Surveillance System - 197 Water Street:

ENE to provide install and program (4) Multisensor Avigilon Cameras. Each camera provides a 360-degree view from final installation position. Each camera will be located on the surrounding light poles. ENE assumes a cabling path from each light pole is available underground to the Waste Management Facility on 197 Water Street. ENE will provide install label and terminate direct burial cabling from the facilities network IT room to each of the respective light poles. ENE will provide mount and program Network enclosures on each Pole. ENE will then Provide install label and terminate typical network cabling to each of the Multisensor cameras which will be mounted 15-20 FT above ground depending on best location for views.

In Addition to above ENE will also provide a Dome Fixed Camera for back side of the waste management facility where its deemed will have a major blind spot due to the location of the light poles and planned design of the camera system. ENE will provide, install and program Cat6 Cabling from this camera back to the main IT Network closet. A POE switch will be provided by the Town IT group for ENE to connect its devices too.

ENE will Provide install and program an additional Network Video Recorder capable of recording 90 days continuous recording for these cameras. This will be added to the Town Network.

ENE has included a Bucket truck for the installation of equipment on the light poles.



Investment

Video Surveillance System - 197 Water Street \$60,012.00

QTY	Manufacture	Part #	Description
4	Avigilon	32C-H5A-4MH	4X8MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only
1	Avigilon	4.0C-H5A-DO1-IR	4.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 3.3-9mm f/1.3 P-iris lens; Integrated IR; Next-Generation Analytics
4	Avigilon	H5AMH-AD-DOME1	Outdoor surface mount adapter. For use with the Avigilon H5A Multisensor
4	Avigilon	POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector; Indoor; single port
4	Avigilon	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor
4	Avigilon	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.
4	Avigilon	PLMT-1001	POLE MOUNT FOR LRGE PENDT WLMT-1001
5	Avigilon	ACC7-ENT	ACC 7 Enterprise camera channel
4	CSC / Southwest	258330804-366	Wire, Game Changer, OSP, Black, Per Thousand Feet
4	MISC	PIPE	PIPE
4	Altronix Corporation	NETWAYS4BTWP-474	4PT FB MD CONV/2SFP/BT/PS
4	Altronix Corporation	PMK1-474	POLE MOUNT KIT OUTDOOR
4	Altronix Corporation	P1MM-474	MULTIMODE SFP 1.25GBPS

Equipment Subtotal \$36,032.00

Labor Subtotal \$23,980.00

Video Surveillance System - 197 Water Street SubTotal \$60,012.00

NVR 90 Days Recording Raid 5 \$22,436.00

QTY	Manufacture	Part #	Description
1	Seneca	ASC1264T8SPANNA	SI03V3 KIT Powerededge R540, Avigilon

Equipment Subtotal \$13,356.00

Labor Subtotal \$9,080.00

NVR 90 Days Recording Raid 5 SubTotal \$22,436.00



Financial Summary

Total Proposal Amount

\$82,448.00

Note: This proposal is valid for 30 days

Acceptance of Quote / Proposal

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

* Standard payment terms will apply unless noted above. Invoicing will be net 30 with 30% down followed by additional monthly progress billing.



Terms & Conditions

Version 2.00 May 2022

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SYSTEMS Inc. ("ENE") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

Section 1. Quotations & Acceptance: Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

Section 2. Pricing & Payment: The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

Invoicing will be 30% prepayment followed by monthly progress billing. All invoices will be due net 30. If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE's security interest in the goods. At ENE's request, Buyer will execute any necessary instrument to perfect ENE's security interest. A 3% processing fee will be assessed to any credit card payment. Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

Section 3. Access and Overtime: This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

Section 4. Damage or Loss to Equipment: In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE, ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE, Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

Section 5. Delays: Buyer shall prepare all work areas so as to be acceptable for ENE's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

Section 6. Warranty & Coverage. Warranty for new equipment ENE Systems provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted;



d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Equipment Coverage in the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.

Section 7. Limitation of Liability:

In no event will ENE's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8. Laws and Permits: ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

Section 9. Disputes: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

Section 10. Insurance: The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by ENE for insurance afforded by others.

Section 11. Clean Up: ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE's written consent.

Section 12 Changes: Move Add Change Delete (MACD) - If the system or software is modified, changed or altered, or if any equipment is added or removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.