



Prime Contract Change Order

Detailed, Grouped by Each Number

LC Detention RCx (Mechanical Upgrade) Project
1910 Pioneer Ave
Cheyenne, WY 82001

Project # 50-18-007
Tel: Fax:

FCI Constructors of Wyoming LLC

Date: 9/19/2019
To Contractor:
FCI Constructors of Wyoming LLC
1023 E. Lincolnway
Cheyenne, WY 82001

Architect's Project No:
Contract Date: 6/8/2018
Contract Number: 01000
Change Order Number: 005

The Contract is hereby revised by the following items:

COR9,11

PCO	Description	Amount
COR-009	Cost to Add Duct Support Stands	27,194
COR-011	Smoke Control Upgrade	117,515

The original Contract Value was.....	5,542,033
Sum of changes by prior Prime Contract Change Orders.....	(543,200)
The Contract Value prior to this Prime Contract Change Order was.....	4,998,833
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	144,709
The new Contract Value including this Prime Contract Change Order will be.....	5,143,542
The Contract duration will be changed by.....	TBD - See COR #11
The revised Substantial Completion date as of this Prime Contract Change Order is.....	Attached

IMEG Corp.

ARCHITECT
500 W. 18th St., Ste. 200
Cheyenne, WY 82001

Address

By Eric J. Stoerger

SIGNATURE

DATE 9/26/2019

FCI Constructors of Wyoming LLC

CONTRACTOR
1023 E. Lincolnway
Cheyenne, WY 82001

Address

By Rob Lawrence

SIGNATURE

DATE

Laramie County Planning &
Development Office

OWNER
310 W. 19th St., Ste. 400
Cheyenne, WY 82001

Address

By Linda Heath, Chairman

SIGNATURE

DATE 10/9/2019

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

**COR-009**

Detailed, Grouped by Each Number (w/ PM, Arch, and Owner Approval)

LC Detention RCx (Mechanical Upgrade) Project Project # 50-18-0071910 Pioneer Ave
Cheyenne, WY 82001

Tel: Fax:

FCI Constructors of Wyoming LLC**8/5/2019 Cost to Add Duct Support Stands Pending**

Category	Reference	PCCO Number
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Change Order Request

Notes

This COR reflects changes to add additional roof top duct support frames as directed by Martin & Martin.

Itemized Details:

General Description	Quote Rec'd	Proposed
Puma Steel Co.		\$25,749.00
Description of Work: Add additional roof top duct support frames		
		\$399.00
Description of Work: 1.55% Insurance Markup		
		\$1,046.00
Description of Work: 4.00% OH&P Markup		

Rob Lawrence

Digitally signed by Rob
Lawrence
DN: C=US,
E=rlawrence@fciwyllc.com,
O=FCI Constructors of
Wyoming LLC., CN=Rob
Lawrence
Date: 2019.08.07
13:55:24-06'00'**Requested Days: 0****Total Change: \$27,194.00****FCI PM Approval:** _____**Date:** _____**Owner Approval:** _____**Date:** _____**Architect Approval:** _____**Date:** _____

This proposal includes work clearly itemized herein and attached sub-contractor quotes
Should delivery of materials effected by this change delay the work, time extension and General Conditions cost rights are reserved
The right to cumulative impact costs is reserved

This proposal is good for seven days from date of issuance



The Professionals
Steel Fabricator and Supplier

1720 Pacific Avenue
Cheyenne, Wyoming 82007-1004

(307) 637-7177
FAX (307) 637-7176
1-800-368-PUMA

CHANGE ORDER REQUEST

Date: August 2, 2019

CO Number: 3r2
Puma Job: 32001

Customer:
FCI Constructors, Inc.
1023 E. Lincolnway
Cheyenne, WY 82001

Job: LC Detention Center RCX Mod.

Original contract:	\$
Previous approved change orders	\$
Revised contract before this change	\$

This change: 2 - Duct support frames per 8/S-502 and 4 - Alternate duct support frames per 6/S-502. All material Hot-Dip Galvanized.

PLEASE NOTE: Price has been revised again for the change of length of the duct supports (per July 31 email).

Change Order Itemization:

1	materials	\$0.00
2	buyouts Cutting Edge Steel	\$11,917.00
3	galvanizing	\$0.00
4	shop labor 0 hrs @ \$80.00 / hr	\$0.00
5	detailing 0 hrs @ \$85.00 / hr	\$0.00
6	delivery 0 hr @ \$120.00 / hr	\$0.00
7	erection	\$9,850.00
8	sales tax 6.0 % material only	\$716.00
9	p&o	15% \$3,266.00

TOTAL THIS CHANGE ORDER

\$25,749.00

Schedule Impact: This change will increase the contract schedule by 3 days.

SUBMITTED BY Bill Van Houten



American
Welding
Society
MEMBER



The Professionals
Steel Fabricator and Supplier

1720 Pacific Avenue
Cheyenne, Wyoming 82007-1004

(307) 637-7177
FAX (307) 637-7176
1-800-368-PUMA

INCLUDES the Supply and Installation of:

- 2 - Duct support frames per 8/S-502 ~ Hot-Dip Galvanized
- 4 - Alternate duct support frames per 6/S-502 ~ Hot-Dip Galvanized

EXCLUDES:

- Crossover Stair w/ Rails per 14/S-502
- Stairs at 2nd Floor Mech Chase; as shown on revised S-201 & S-501 and 11/S-502.
- Platform at Existing Stair / Ladder per 11/S502.
- Rails at relocated stair per 11&14/S501.
- New interior beams at Level 2 floor penetration; as shown on 1/S-201.
- Demolition of ANY kind
- Field Measuring / Dimensions
- X-ray / ultra sound to find existing rebar
- Protection of existing material and / or finishes



American
Welding
Society
MEMBER



COR-011

Detailed, Grouped by Each Number (w/ PM, Arch, and Owner Approval)

LC Detention RCx (Mechanical Upgrade) Project Project # 50-18-007

1910 Pioneer Ave
Cheyenne, WY 82001

Tel: Fax:

FCI Constructors of Wyoming LLC

9/10/2019 Smoke Control Upgrade Pending

Category	Reference	PCCO Number
Change Order Request	RFP-003	

Notes

This COR reflects the cost to upgrade existing smoke control system per RFP-003 from IMEG/MKK.

Cost for duct cleaning with MSI markup is \$13,359.00 as shown in attached backup.

Itemized Details:

General Description	Quote Rec'd	Proposed
Merit Electric		\$68,787.00
Description of Work: This reflects the cost to upgrade existing smoke control system per RFP-003 from Merit Electric.		
Mechanical Systems, Inc.		\$42,485.00
Description of Work: This reflects the cost to upgrade existing smoke control system per RFP-003 from MSI.		
FCI Constructors of Wyoming LLC		\$1,724.00
Description of Work: 1.55% Insurance Markup		
FCI Constructors of Wyoming LLC		\$4,519.00
Description of Work: 4.00% Fee Markup		

Rob Lawrence

Digitally signed by Rob
Lawrence
DN: C=US,
E=rlawrence@fcwyllc.com,
O=FCI Constructors of
Wyoming LLC., CN=Rob
Lawrence
Date: 2019.09.12
13:42:42-06'00'

Requested Days: TBD**

Total Change: \$117,515.00

FCI PM Approval:

Date:

Owner Approval:

Date:

Architect Approval:

Date:

**** FCI has not requested a time extension with this work because the time impact cannot be determined until the work has been approved to proceed. Material will be at least 6 weeks out and the work will take roughly a month to complete once materials are in hand.**

This proposal includes work clearly itemized herein and attached sub-contractor quotes
Should delivery of materials effected by this change delay the work, time extension and General Conditions cost rights are reserved
The right to cumulative impact costs is reserved

This proposal is good for seven days from date of issuance



CHANGE ORDER PROPOSAL

2590 Midpoint Drive
Fort Collins, CO 80525
Telephone: 970-266-8100
Contact: Rex Baker

FCI Constructors of WY LLC
1023 E. Lincolnway
Cheyenne, WY 82001
Telephone: (307) 778-3085
Contact: Rob Lawrence

Date: 8/23/2019
Project Name: LCDC Mechanical Upgrades
Project Number: #5800
Contract #: 50-18-007
Page Number: 1
Change Order #: #6

Work Description

PROPOSAL REQUEST: RFP-03 **Dated:** August 13, 2019

Description of Change:

1. Add conduit and wire in Mechanical Rooms for Fire Alarm connections to North & South Multizone Units.
2. Add conduit and wire on Roof to (8) exiting exhaust fan dampers for Fire Alarm connections.
3. Allowance for up to (10) control and or monitor modules for existing VAV Dampers Per RFI-07.
4. Upgrade to the Phase-2 Smoke Control Panel.

Notes:

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 30 days from the date of receipt.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	550	851.29	29.04
3/4" CONN SS STL - EMT	44	105.71	6.60
3/4" COUPLING SS STL - EMT	56	158.12	0.00
3/4" CONDUIT - RMC - GALV	640	3,065.86	47.54
3/4" COUPLING - RMC - GALV	73	259.88	0.00
3/4" 1-H STRAP - EMT - STEEL	82	44.41	6.64
3/4" 2-PC CONDUIT STRUT CLAMP	4	5.29	0.31
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	24	100.08	1.78
3/4" CONN STRAIGHT INSUL - LIQUIDTIGHT DIECAST	16	118.84	4.08
#14 THHN SOLID BLACK	1,286	202.24	8.87
#14 THHN SOLID RED	1,286	202.24	8.87
#14 THHN SOLID BROWN	1,286	202.24	8.87
#14 THHN SOLID ORANGE	1,286	202.24	8.87
4x 2 1/8" SQ BOX COMB KO	22	514.73	7.59
4" SQ BLANK COVER	22	120.18	0.83
2G 2"D DC ALUM BOX W/ LUGS & 5x 3/4" HUBS GRY	30	1,143.90	24.84
2G ALUM BLANK WP BOX MNT COVER GRY	30	261.90	3.24
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	126	4.02	11.34
#10x 1 P/H SELF-TAP SCREW	126	15.12	5.67
CONTROL MODULE MULTIPLEX	36	0.00	38.02
MONITOR MODULE MULTIPLEX	36	0.00	38.02
F/A VERIFICATION - PER INITIATING DEVICE	36	0.00	25.92
F/A VERIFICATION - PER ANCILLARY POINT	36	0.00	5.62
CONDUIT ROOF SUPPORTS	84	1,720.32	25.20
JCI FIRE ALARM QUOTE	1	21,800.00	16.00
Totals	7,218	31,098.61	333.76

Summary

MATERIAL

General Materials 31,098.61
Material Tax (@ 6.000 %) 1,865.92

DIRECT/INDIRECT LABOR

JOURNEYMAN 18,356.80

ORIGINAL

CHANGE ORDER PROPOSAL

Merit Electric 2590 Midpoint Drive Fort Collins, CO 80525	FCI Constructors of WY LLC 1023 E. Lincolnway Cheyenne, WY 82001	Date: 8/23/2019 Project Name: LCDC Mechanical Upgrades Project Number: #5800 Contract #: 50-18-007 Page Number: 2 Change Order #: #6
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Summary (Cont'd)		
FOREMAN		960.00
PROJECT MANAGER		1,200.00
SITE ACCESS FACTOR @ 35%		6,074.64
Subtotal		59,555.97
Overhead	(@ 10.000 %)	5,955.60
Markup	(@ 5.000 %)	3,275.58
Final Amount		\$68,787.00



14200 E EXPOSITION AVE
AURORA, CO 80012
(303) 355 0500
FAX: (303) 355 0615

Johnson Controls Quotation

TO:
MERIT ELECTRIC
2643 Midpoint Dr Ste F
FORT COLLINS, CO 80525-4428

Site: Laramie Cnty Det Ph 2 Expansio
Project: Smoke Ctrl Addition
Customer Reference:
Johnson Controls Reference: 419441562
Proposal #: P39915-000160
Date: 08/22/2019
Page 1 of 6

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
Smoke Ctrl Addition		
RELAY MODULES		
18	4090-9118	RLY IDNET 2 IAM W/T SENSE
8	4090-9001	SUPERVISED IAM
18	4090-9002	RELAY IAM
18	PAM-1	RELAY 24/120V SPDT 10A
MISC EQUIPMENT		
36	4090-9802	COVER-ADDRESS MODULE SURFACE
8	4090-9807	COVER-ADDRESS MODULE SURFACE
8	4090-9810	BRACKET, IAM
26	4081-9003	EOL, 4.7K 1/2W
26	4081-9005	EOL, 1.8K 1/2W
SMOKE CONTROL PANEL		
1	DPFA	ADDER TO PH2 PANEL
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	Commissioning Labor

Total net selling price, FOB shipping point, \$21,800.00

Comments

Johnson Controls Fire Protection LP (JCI) is pleased to provide the following parts and smarts fire alarm change order pricing for the **Laramie County Detention Center Mechanical RCx Project in Cheyenne, Wyoming**. This proposal has been prepared based on **RFP #03** dated **08/13/19**.

JCI will not be providing installation labor and material costs for this project. JCI will only be

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Quotation

Comments (continued)

providing fire alarm equipment and technical labor. The awarded installing contractor will be responsible for coordinating with JCI with regards to the Simplex fire alarm system.

Scope of Work:

JCI shall provide fire alarm materials, drawings, programming, technical assistance, pre-testing and system certification with the Authority Having Jurisdiction (AHJ) for the revisions to the existing fire alarm system.

Johnson Controls shall provide the following:

- Shop drawings and data sheets for the AHJ review/approval.
- PE/NICET wet stamp for the AHJ.
- Fire alarm equipment and services as listed in this quote.
- Panel terminations.
- System programming.
- Operations manuals for owners use.
- As-built fire alarm drawings maintained by the electrical contractor and electronically by JCI.
- Basic operator training.
- Freight to jobsite, shipped ground.
- Pre-test and Final acceptance testing with the AHJ.
- Project management & coordination.

This proposal excludes the following:

- Any item of equipment or service not specifically listed in this quote.
- Troubleshooting or repair of the existing fire alarm system devices or components.
- 120VAC power (Required for new panels).
- Patching, painting and ceiling tiles.
- Fire-stopping, caulking and core drilling.
- Door holders. (None identified)
- Prevailing wages or certified payroll.
- Fire alarm voice system (Not required by code).
- Electrical rough-in including conduit, conduit sleeves and related junction boxes, pull boxes, supports and misc. fittings.
- Fire alarm wiring and installation. **Where acceptable by applicable codes, wiring may be exposed Type FPLP.**
- Fire alarm equipment and device mounting/installation and terminations.
- Permit fees.
- Applicable Sales & Use Taxes.
- Bonding.
- Interim Life Safety Measures or Fire Watch.
- Phasing.
- Monitoring service (existing).
- After hours labor.
- Additional notification due to racks or other obstructions.
- Third party review and inspection of the Smoke Evacuation System.
- Inspections, Testing & Maintenance of the system following substantial completion or during the warranty period. These services can be procured under a separate maintenance



Johnson Controls Quotation

Comments (continued)

agreement.

This quotation is based upon our interpretation of the project and is valid for 30 days from the date indicated above.

Any changes in quantity of devices or services may require re-pricing of the quote.

The AHJ is a separate entity that may desire alterations to the fire alarm design based on the inspector's interpretation of the code. While every effort has been made to comply with applicable codes, the AHJ may request additional items through the inspection process which are not included in this proposal. The System design will be submitted to the AHJ and is subject to compliance scrutiny. JCI has no influence on this review time. Any changes in quantity of devices or services may require re-pricing of the quote.

Devices shall only be installed upon completion of all painting and finish work, and installation of ceiling tiles. Devices installed before final cleaning of the jobsite cannot be covered by warranty.

This price includes a one (1) Year Warranty on the new parts and labor provided under this contract. Warranty shall commence on the date of successful system acceptance testing.

Upon contract agreement, a dedicated Johnson Controls Project Manager will be assigned this project. Scheduling of tests and inspections shall be coordinated with the project manager assigned to the project. JCI will not be held responsible for inspections not properly scheduled in advance.

Work cannot be performed until a contract or purchase order that references this quotation has been received. Shop drawings cannot be performed until the CAD files have been received.

Labor shall be performed Monday - Friday, 8am - 5pm, excluding JCI holidays. After hours testing is not included in this proposal. Any other labor required outside these hours due to causes beyond JCI's control shall be billed at our prevailing rates.

I thank you for your time and consideration to review this proposal. Please contact me if you have any questions, concerns, or if I may be of any additional service.

Sincerely,

Todd A. Stewart
Electronic Systems Sales Executive
Direct: (303) 283-4437
Cell: (303) 961-2749
E-Mail: todd.stewart@jci.com

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) for where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY ACT). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY ACT"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work should such repair work be declined. Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be valid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arise.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers, and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and materials for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of finishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products of equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at



Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience, unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments and Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.tcpsa.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION: IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

These terms are not applicable to the agreement between the County and FCI Constructors.

Offered By: Johnson Controls Fire Protection LP License#: 14200 E EXPOSITION AVE AURORA, CO 80012 Telephone: (303) 355 0500 Representative: _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire Alarm System Equipment

T-RIAM	RIAM	PAM-1	IAM	Device	Dry Contact	On/Open
	1			C-19A NORTH MULTI-ZONE UNIT	X	
			1	Supply Fan On & High Speed		X
			1	Return Fan Off		X
			1	Relief Damper Fully Closed		X
			1	Outside Air Damper Fully Open		X
1				C-104H.01 EXHAUST FAN	X	X
1				C-104H.01 DAMPER	X	X
1				C-104H.02 EXHAUST FAN	X	X
1				C-104H.02 DAMPER	X	X
1				C-104I.01 EXHAUST FAN	X	X
1				C-104I.01 DAMPER	X	X
1				C-104I.02 EXHAUST FAN	X	X
1				C-104I.02 DAMPER	X	X
	1			C-19A SOUTH MULTI-ZONE UNIT	X	
			1	Supply Fan On & High Speed		X
			1	Return Fan Off		X
			1	Relief Damper Fully Closed		X
			1	Outside Air Damper Fully Open		X
1				C-104I.03 EXHAUST FAN	X	X
1				C-104I.03 DAMPER	X	X
1				C-104I.03 EXHAUST FAN	X	X
1				C-104I.03 DAMPER	X	X
1				C-104I.04 EXHAUST FAN	X	X
1				C-104I.04 DAMPER	X	X
1				C-104I.05 EXHAUST FAN	X	X
1				C-104I.05 DAMPER	X	X
1				C-104I.06 EXHAUST FAN	X	X
1				C-104I.06 DAMPER	X	X
	6	6		SMOKE DAMPER CIRCUITS	X	
	10	10		VAV BOXES IN 1986 BLDG.	X	
18	18	16	8	TOTALS		

Proposal

INDEPENDENT HEATING & SHEETMETAL, INC.

P.O. Box 925

Laramie, WY 82073

Phone: (307) 742-5793 Fax: (307) 742-4133

PROPOSAL SUBMITTED TO MSI	FAX	PHONE	DATE 6/5/19
Attn: Gregg Moon		JOB NAME LCDC Rx	
CITY, STATE AND ZIP		JOB LOCATION Cheyenne, WY	
ARCHITECT	DATE OF PLANS	Add Heating Coils	JOB PHONE

Per RFP 3 Add Alternate

4 Hours Install at \$78/hr	\$312.00
40) 24x24x2 Pleated Filters	\$486.00

Subtotal	\$798.00
15% OH&P	\$119.70

Duct Cleaning	\$10,000.00
Subtotal	\$10,000.00
5% OH&P	\$500.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eleven thousand four hundred seventeen and 70/100	dollars	\$11,417.70
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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



Johnson Controls, Inc.
Branch N49
2600 Old Happy Jack Rd
Cheyenne, WY 82001

Tel: 307-634-6716
Fax: 307-634-5745

August 30, 2019

Gregg Moon
Mechanical Systems, Inc
1313 West Lincolnway
Cheyenne, WY 82001

RE: Quotation No: 9N490013
 Project Name: LCDC RCx RFP-03

Johnson Controls would like to thank you for the opportunity to present this proposal for your consideration. We propose to furnish the materials and/or perform the work described below for the net price of:

Total Net Price: \$24,516.00

Twenty four thousand five hundred sixteen

Scope of Work

1. Coordinate with Electrical and Fire Alarm contractor to determine what is required from BAS (status contacts for fans and dampers)
2. Provide actuators with two sets of end switches, relays, pressure switches for fan status, and transformers that are not being provided by Electrical and Fire Alarm contractors.
3. Install damper actuators, relays, and transformers.
4. Provide any additional conduit required.
5. Provide wiring from damper end switches and fan status pressure switches from device to monitoring module provided by fire alarm contractor.
6. Provide wiring from control module, provided by fire alarm contractor, to transformers, dampers, and relays.
7. Revise control drawings for Multi Zones AHU's, VAV boxes, and exhaust fans to show all relays, actuators, transformer, and pressure switches added to the system.

Proposal Clarifications

- This proposal shall be included within any contract terms and conditions.
- Provide (1) year warranty on all material and workmanship from date of completion of the above referenced project.
- Pricing based on normal working hours (Monday - Friday) No overtime work is included in above pricing.
- All wiring will be in rigid conduit for exterior locations, EMT conduit for interior exposed locations and in plenum rated cable where applicable by code.
- Pricing includes equipment demonstration and training per the specification.
- All damper actuators furnished by Johnson Controls.
- Johnson Controls shall submit engineering drawings in MS Visio format.

Exclusions: The following items are not included in the listed prices:

- Any and all Asbestos abatement.
- Electrical or Other Permits, bonds, licenses, and misc. other fees.
- 120 VAC Power, including power to control panels and VAV boxes.
- Any painting or patching.
- Providing or installing Access doors in ceilings, walls or ducts.
- Installation of control valves, pipe taps, sensor wells or automatic dampers.

Signature

Gene Johnson, Project Manager

PROPOSAL ACCEPTANCE

This proposal incorporates, by reference, the attached terms and conditions. This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work; subject however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Pricing for the above listed scope of work, equipment and services, is valid for thirty (30) days from date of receipt and excludes any applicable taxes.

Each party executing this quotation warrants and represents that it has full power and authority to enter into this agreement and bind itself to performance. Each party binds the party on behalf of which he or she signs.

ACCEPTED BY:

JOHNSON CONTROLS, INC.

Purchaser - Company Name

Signature

Signature

Gene Johnson

Print or type name

Project Manager

Title

Date

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersede any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

These terms are not applicable to the agreement between the County and FCI Constructors.