



## 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: 8/12/2019

**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: 003

The Contract is hereby revised by the following items:

COR2,3,5

PCO	Description	Amount
COR-002	RFP-01 Upgrade to Fire Alarm System	130,155
COR-003	Cost for temp air handler unit that was not included within the GMP	52,265
COR-005	Cost to Change Boiler Flue Routing	3,926

The original Contract Value was.....	5,542,033
Sum of changes by prior Prime Contract Change Orders.....	(753,918)
The Contract Value prior to this Prime Contract Change Order was.....	4,788,115
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	186,346
The new Contract Value including this Prime Contract Change Order will be.....	4,974,461
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

~~ARCHITECT~~

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

Address

By ~~Linda Heath~~

SIGNATURE **N/A**

DATE

FCI Constructors of Wyoming LLC

CONTRACTOR  
1023 E. Lincolnway  
Cheyenne, WY 82001

Address

By Rob Lawrence

SIGNATURE

DATE

8/12/19

Laramie County Planning &  
Development Office

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

Address

By Linda Heath, Chairman

SIGNATURE

DATE

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



**COR-002**

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

**LC Detention RCx (Mechanical Upgrade) Project**    **Project # 50-18-007**    **FCI Constructors of Wyoming LLC**  
1910 Pioneer Ave    Tel:    Fax:  
Cheyenne, WY 82001

**5/22/2019**    **RFP-01 Upgrade to Fire Alarm System**    **Pending**

Category	Reference	PCCO Number
Change Order Request	RFP-01	

**Notes**

RFP-01 Upgrade to Existing Fire Alarm System

**Itemized Details:**

General Description	Quote Rec'd	Proposed
Merit Electric Description of Work: Electrical - Merit- RFI-01 Upgrade to Fire Alarm		\$123,910.00
FCI Constructors of Wyoming LLC Description of Work: 1.55% Insurance Markup		\$1,239.00
FCI Constructors of Wyoming LLC Description of Work: 4.00% Bond Markup		\$5,006.00

**Requested Days: 0**

**Total Change: \$130,155.00**

**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**



# 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:** 5/10/2019  
**Project Name:** LCDC Mechanical Upgrades  
**Project Number:** #5800  
**Contract #:** 50-18-007  
**Page Number:** 1  
**Change Order #:** #04

## Work Description

**PROPOSAL REQUEST:** RFP-01 **Dated:** 4/23/2019

### Description of Change:

1. Base Scope of work per RFP-01. Overtime work is excluded from this proposal.
2. All existing wiring is assumed in good condition.
3. Device counts are based on the existing record drawings & Meridian Fire Inspection Report 2018.
4. (17) of the Duct Detectors installed in 1999 will need to be re-wired.
5. Unit Price installed for each additional Smoke Detector and Base approx. \$734.
6. Unit Price installed for each additional Duct Detector & Test Station approx. \$1,770.

### 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.
#14 THHN SOLID BLACK	975	172.83	7.01
#14 THHN SOLID RED	975	172.83	7.01
#14 THHN SOLID BLUE	975	172.83	7.01
#14 THHN SOLID YELLOW	975	172.83	7.01
F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	277	0.00	218.14
F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	277	0.00	173.13
F/A DETECTOR - PHOTOELECTRIC DUCT	30	0.00	56.25
DUCT DETECTOR REMOTE TEST	13	0.00	14.30
F/A VERIFICATION - PER INITIATING DEVICE	320	0.00	240.00
RFP-01 BASE SCOPE JCI EQUIPMENT & ENGINEERING QUOTE	1	43,600.00	10.00
<b>Totals</b>	<b>4,818</b>	<b>44,291.31</b>	<b>739.84</b>

## Summary

### MATERIAL

General Materials		44,291.31
Material Tax	(@ 6.000 %)	2,657.48

### DIRECT/INDIRECT LABOR

JOURNEYMAN	40,691.20
FOREMAN	2,400.00
PROJECT MANAGER	3,000.00
SITE ACCESS FACTOR	14,241.70

### Subtotal

Overhead	(@ 10.000 %)	10,728.17
Markup	(@ 5.000 %)	5,900.49

### Final Amount

**\$123,910.00**

ORIGINAL



14200 E. Exposition Avenue  
Aurora, Co. 80012  
Office: 303-355-0500  
Direct Line: 303-283-4437  
Fax: 303-262 5730

TO:  
Merit Electric  
2590 Midpoint Drive  
Fort Collins, CO 80525

Project: LCDC HVAC Upgrades RFP-01  
Cheyenne, CO  
JCI Reference: 419441877  
Date: 05/09/2019

Johnson Controls Fire Protection LP (JCI) is pleased to provide the following parts and smarts fire alarm quote for the stand-alone fire alarm system at the **Laramie County Detention Center in Cheyenne, Wyoming**. This proposal is based on as-built drawings provided with the Request for Proposal #01 dated 04/23/2019 and the inspection report dated 07/30/2018.

#### PROPOSAL INVESTMENT:

Base Scope of Work	<b>\$ 43,600.00</b>
Unit Price per Addressable Smoke Detector w/ Base	340.00
Unit Price per Addressable Duct Detector w/ Housing, Sampling Tube & Remote Test Station	950.00

#### AUTHORIZATION:

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

Should this proposal meet your acceptance, please sign and return this document to my attention. By signing below I accept this proposal and agree to the Terms and Conditions contained herein.

Proposed By: <b>Johnson Controls Fire Protection LP</b>	Accepted By:
Name: <b>Todd A. Stewart</b> Date: <b>05/09/2019</b>	Customer Name: Date:
Title: <b>Electronic System Sales Executive</b>	Title:
JCI Reference: <b>419441877</b>	Purchase Order / Contract # (If Applicable):

**Base Scope of Work – Replace Smoke Detectors, Heat Sensors and Duct Detectors on 1-for-1 basis**

<u>Qty.</u>	<u>Supplier</u>	<u>Description</u>
277	Simplex	Addressable Smoke Detector Heads
17	Simplex	Addressable Duct Smoke Detector w/ Housing & Sampling Tubes
13	Simplex	Addressable Duct Smoke Detector w/ Housing, Sampling Tubes & RTS

**Clarifications:**

- Device counts are based on the as-built drawings provided with RFP-01 and the inspection report dated 07/30/2018.
- Proposal includes smoke detector heads only. The existing smoke detector bases are compatible with the new devices and will not be replaced.
- Proposal includes 17 duct detectors with housing and sampling tubes to replace existing 4098-9753 duct detectors installed in 1999. Remote test stations are compatible with the new devices and will not be replaced. Note: The hole locations for the sampling tubes are different on the new devices.
- Proposal includes 13 duct detectors with housing, sampling tubes and remote test stations to replace conventional duct detectors which are currently monitored by monitor modules.
- This proposal does not include the replacement of any conventional smoke detectors or duct detectors not shown on the as-built drawings or inspection report.

**JCI proposes to provide the following:**

- Fire Alarm System equipment and services as listed above.
- Engineered shop drawings and submittals for the AHJ.
- PE/NICET Wet Stamp.
- System Programming.
- As-Built Fire Alarm Drawings maintained electronically by JCI and our installing subcontractor.
- Project Management & Coordination
- Freight to job site, shipped ground.
- Pre-test and Acceptance Testing with the AHJ.

**This proposal excludes the following:**

- Any item of equipment or service not specifically listed in the quote.
- Fire Alarm Permit Fees.
- Fire Alarm Rough-in including conduit stub-ups, back-boxes, supports fasteners sleeves and apertures.
- Fire Alarm Cabling (Plenum), wire pull labor and trim-out.
- Terminations of all devices and equipment.
- Painting, Patching and Ceiling Tiles.
- Full Conduit, Cable Tray or Raceway.
- Fire-stopping, Caulking and Core Drilling
- 120VAC power **(Required for new panels)**
- Prevailing wages or certified payroll.
- Fire Alarm Smoke Control Equipment.
- Phasing.
- Applicable Taxes.

**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 and may desire alterations to the design based on the inspector's interpretation of the code. While every effort has been made to comply with code application the AHJ may request additional items once involved in the inspection process. These additional items are not included in this scope of work. Any additional material and associated labor deemed necessary by the AHJ and required for final system approval may be considered a change in scope and therefore additional costs will be incurred.

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

Scheduling of equipment delivery, installation, technicians, tests and inspections shall be coordinated with the project manager assigned to the project. Please schedule all tests at least five working days in advance. 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.

**Labor shall be performed Monday - Friday, 8am - 5pm, excluding JCI holidays. Any other labor required outside these hours due to causes beyond JCI's control shall be billed at our prevailing rates.**

Should this proposal meet your acceptance, please sign and return this document to my attention.

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.

Thank you.

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

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. 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.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, 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 for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, 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. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **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), AS HEREINAFTER DEFINED, 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. 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, 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. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. 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. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **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.**

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. 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 inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;



- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. 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, Customer 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.

**12. 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.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** 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. (i) 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. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. 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.

**15. 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.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at its sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring**



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 monitoring 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **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), AS HEREINAFTER DEFINED, 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.

**C. Indemnity, Insurance.** 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, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided 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. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

- i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.
- ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.
- iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.
- iv. Customer shall promptly reset the System after any activation.
- v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.
- vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.
- vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

- i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.
- ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.
- iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.
- iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE**



SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. 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. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. 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.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; 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; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does 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 Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** 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. 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 with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) 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 the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% 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.

**28. 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, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or 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 relating to the 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.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. 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.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**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 the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at your local Johnson

Controls Fire Protection office.

#### **IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including 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.

#### **Accepted By: (Customer)**

By: \_\_\_\_\_

Name:

Title:

P.O. #:

#### **JOHNSON CONTROLS FIRE PROTECTION LP**

By: \_\_\_\_\_

Name: Todd A. Stewart

Title: Electronic Systems Sales Executive

Email: todd.stewart@jci.com





**COR-003**

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

**FCI Constructors of Wyoming LLC**

**6/10/2019 Cost for temp air handler unit that was not included within the GMP Pending**

Category	Reference	PCCO Number
Change Order	Temp Air Handler	

**Notes**

This pricing includes the AHU rental cost of \$20,000 for two months. If unit is rented beyond that timeframe, another COR will be issued for the cost difference. Removal of 36" of Louver and reframe around temp duct work.

**Itemized Details:**

General Description	Quote Rec'd	Proposed
Mechanical Systems, Inc. Description of Work: MSI: Temp Air Handler Rentel		\$40,000.00
Merit Electric Description of Work: Electrical - Merit- Temp Power to Air Handler		\$9,421.00
FCI Constructors of Wyoming LLC Description of Work: FCI: Framing around Temp Duct Work- \$42.00 HR - 8HR		\$336.00
FCI Constructors of Wyoming LLC Description of Work: 1.55% Insurance Markup		\$498.00
FCI Constructors of Wyoming LLC Description of Work: 4.00% OH&P Markup		\$2,010.00

**Requested Days: 0**

**Total Change: \$52,265.00**

**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**

Appendix C – Instructions to Bidders

RCx Modifications: Laramie County Detention Center

53. Maintain on-site clean up and sorting of debris and waste generated by your scope of work & responsible for cleaning street of dirt and debris caused by your operations.
54. Quality control, supply and install all required materials.
55. Equipment as required to receive, unload, hoist, and install your work.
56. Damage to the material and existing conditions during handling will be the responsibility of the handler.
57. Providing labor and equipment to layout and cleanup all materials in scope of work.
58. Sort and haul all recyclable waste to RCI provided dumpsters.
59. Provide the labor, equipment, materials and miscellaneous accessories/ as required for a complete installation which complies with the owners, architects, general contractors and manufacturers guidelines.
60. Protect surrounding finishes as needed for a complete and finished product as stated in the contract documents.
61. Provide samples, product data, test reports, owner stock, warranties, mock-ups as specified prior to installation.
62. Owners training / demonstration as specified.
63. Maintenance and operations manuals as specified.
64. Cooperation with all commissioning agent efforts and duties.
65. Coordination of work with other contractors, specifically in regard to combining efforts in completing a task.
66. Compliance with engineer's observation reports.
67. Schedule conformance and overtime if required.
  - a. Sequencing of work is to be scheduled seasonally. All removal and replacement of equipment is to be done during the equipment's least demanded seasons. I.e. Chiller replacement during Winter Months, Boiler replacement during summer months, etc.
68. Contractor acknowledges that this project will be performed within an occupied detention facility. Hours of construction may vary depending on owner's coordination and atypical work hours may be required.
69. Sales Tax of 6%.
70. Compliance and coordination with commissioning observation reports and deficiency report.
71. One-Year warranty.

**Clarifications**

\*Additional Clarifications May Be Added By Contractor If Not Specifically Listed To Be Included Above\*

1. No Temp Chiller, Boiler, or AHU in our bid but they will be
2. needed in our unit. Please see monthly rates below so
3. you can include in your final number.
4. \_\_\_\_\_
5. Temp Chiller - \$40,000/Mo.
6. Temp Boiler - \$35,000/Mo.
7. Temp AHU - \$20,000/Mo. X 2 Months = \$40,000

**Exclusions**

\*Additional Exclusions May Be Added By Contractor If Not Specifically Listed To Be Included Above\*

1. No Concrete Pads or poured in place concrete of any kind
2. No electrical work of any kind
3. No structural penetrations, attachments, or studs of any kind
4. No floor, wall, ceiling, or roof painting of any kind
5. No ceiling removal or replacement
6. No Coord. Drops or Coordination needed field coordination
7. No Structural steel needed vibration isolation



# 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:** 5/10/2019  
**Project Name:** LCDC Mechanical Upgrades  
**Project Number:** #5800  
**Contract #:** 50-18-007  
**Page Number:** 1  
**Change Order #:** #02

## Work Description

**PROPOSAL REQUEST:** Jason Earley E-mail Dated: 4/24/19

### Description of Change:

1. Temp Power to AHU unit south of Mechanical Room & Generator.  
Note: temp power cord based on Maxium Overcurrent Protection of 70 Amps
2. Temp Fire Alarm System to AHU unit
3. Any required Permit Fees are excluded from this proposal.

### 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.
1/2" FLEX - STEEL	3	4.71	0.15
1/2" CONN FLEX DC SQUEEZE STRAIGHT	1	1.37	0.16
1/2" CONN FLEX DC SQUEEZE 90 DEG	1	2.61	0.16
# 4/4C CORD - SOW	300	1,653.00	29.74
#18- 1P F/A CABLE 105 DEG	75	18.75	0.66
#14- 1P F/A CABLE 105 DEG	75	18.75	0.73
1 1/2" CONN W/ STRAIN RELIEF GRIP FOR 1.20-1.50 CORD INSUL	4	77.24	4.58
WIRE CONN YEL	4	0.64	0.33
4x 1 1/2" SQ BOX COMB KO	1	14.69	0.37
4" SQ BLANK COVER	1	5.46	0.04
#10x 3/4 P/H SELF-TAP SCREW	2	0.23	0.09
F/A DETECTOR - PHOTOELECTRIC DUCT	1	0.00	3.00
F/A DUCT DETECTOR SAMPLING TUBE - 2' TO 4' WIDTH	2	0.00	2.00
F/A VERIFICATION - PER INITIATING DEVICE	1	0.00	1.00
70A 3P BREAKER BOLT-ON	1	503.00	0.65
JCI QUOTE FIRE ALARM	1	2,278.36	10.40
<b>Totals</b>	<b>473</b>	<b>4,578.82</b>	<b>54.06</b>

## Summary

### MATERIAL

General Materials 4,578.82  
Material Tax (@ 6.000 %) 274.73

### DIRECT/INDIRECT LABOR

JOURNEYMAN 2,973.30  
FOREMAN 180.00  
PROJECT MANAGER 150.00

### Subtotal

Overhead (@ 10.000 %) 815.69  
Markup (@ 5.000 %) 448.63

### Final Amount

**\$9,421.00**

ORIGINAL





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

Project: CO1 Temp Duct Det Add  
Customer Reference:  
Johnson Controls Reference: 419441562  
Date: 05/09/2019  
Page 1 of 4

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

QUANTITY	MODEL NUMBER	DESCRIPTION
		<b>CO1 Temp Duct Det Add</b>
		CO1 Temp Duct Det Add
1	4098-9756	DUCT SENSOR HOUSING-4-WIRE
1	4098-9857	SAMPLING TUBE 73", PLASTIC
1	2098-9806	REMOTE TEST STATION
	Professional Services - CO1 Temp Duct Det Add	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - CO1 Temp Duct Det Add	
	COMM LAB	Commissioning Labor

**Total net selling price, FOB shipping point, \$2,278.36**

### Comments

Change Order requested by customer for additional duct detector for temporary air handling unit required for project. Includes duct detector, sampling tube, test switch, and programming and pre-testing tech time.

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

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## **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 in 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) or 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 ("QAT") 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. 25.6 (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 QAT have been employed in response against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected a 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 set forth 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 hot 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 it 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

In leave 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 hierarchy.

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 hereto), 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 and 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 invalid 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, it 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 C.O. 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, cold rods, 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 deems to be 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 material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

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 an 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 or 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





Project: CO1 Temp Duct Det Add  
Customer Reference:  
Johnson Controls Reference: 419441562  
Date: 05/09/2019  
Page 4 of 4

Customer's promises or unsavability 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 the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/8% 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 ULIR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched siding; replacement of batteries; recharging of chemical suppression systems; recoding 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 not 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 or 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 or 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 Licensees 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36115 (334) 264-3388; AR: Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72203 (501) 818-8800; 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, TX 78752-4422, 512-424-7700. License numbers available at [www.tci.com](http://www.tci.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 those 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.

Offered By:  
Johnson Controls Fire Protection LP  
Attention:  
14250 E EXPOSITION AVE  
AURORA, CO 80012

Telephone: (303) 355 0600 Fax: 720-483-2595

Representative: Marc Torres

E-mail: [marc.torres@jci.com](mailto:marc.torres@jci.com)

Accepted By: (Customer)

Company:

Address:

Signature:

Title:

F.O.B:

Date:



**COR-005**

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**

**8/2/2019 Cost to Change Boiler Flue Routing Pending**

Category	Reference	PCCO Number
Change Order Request	Submittal 0030	

**Notes**

This COR reflects changes per Submittal 0030 Boiler Flue Shop Drawings.

**Itemized Details:**

General Description	Quote Rec'd	Proposed
Mechanical Systems, Inc. Description of Work: HVAC & Plumbing - MSI		\$3,738.00
FCI Constructors of Wyoming LLC Description of Work: 1.55% Insurance Markup		\$37.00
FCI Constructors of Wyoming LLC Description of Work: 4.00% OH&P Markup		\$151.00

Rob Lawrence  
Digitally signed by Rob Lawrence  
DN: C=US,  
E=rlawrence@fcwyllc.com,  
O=FCI Constructors of Wyoming LLC., CN=Rob Lawrence  
Date: 2019.08.02 08:54:49-08'00'

**Requested Days: 0**

**Total Change: \$3,926.00**

**FCI PM Approval:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Owner Approval:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Architect Approval:**  Digitally signed by Eric J. Stoerger  
Date: 2019.08.05 15:09:39-08'00'  
**Date:** 8/5/19

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**





# Proposal

## INDEPENDENT HEATING & SHEETMETAL, INC.

P.O. Box 925

Laramie, WY 82073

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

PROPOSAL SUBMITTED TO	FAX	PHONE	DATE
MSI			8/1/19
Attn: Gregg		JOB NAME	
CITY, STATE AND ZIP		LCDC Rx	
		JOB LOCATION	
		Cheyenne, WY	
ARCHITECT	DATE OF PLANS		JOB PHONE

Cost to route boiler flue on the exterior of the building.

Boom Lift Rental \$3,092.00

Subtotal \$3,092.00

**No roof patch for guy penetrations. Two are needed.**

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

Three thousand ninety-two----- dollars **\$3,092.00**

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 \_\_\_\_\_

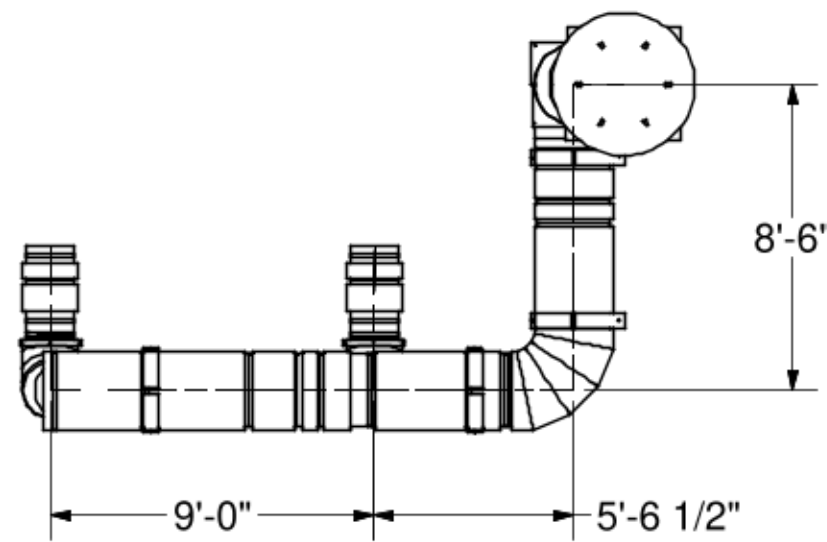
Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

*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.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

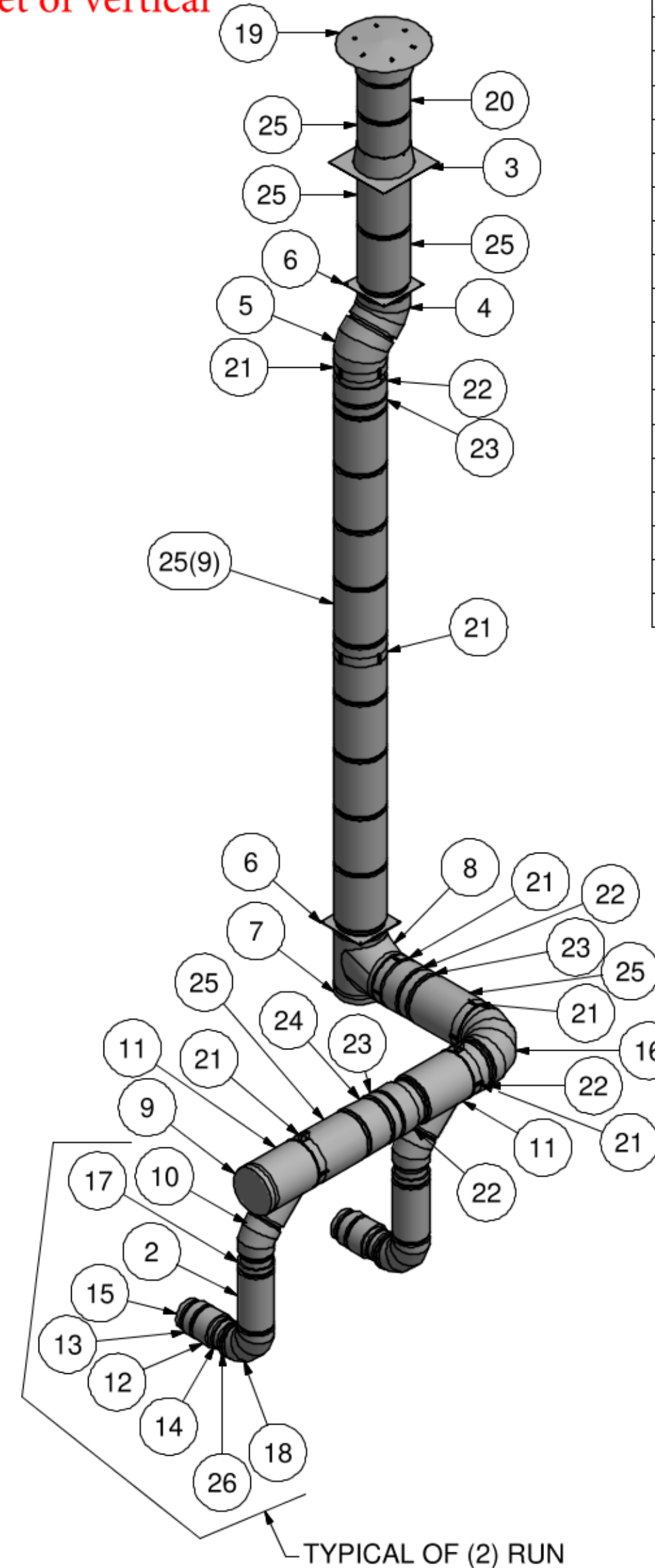
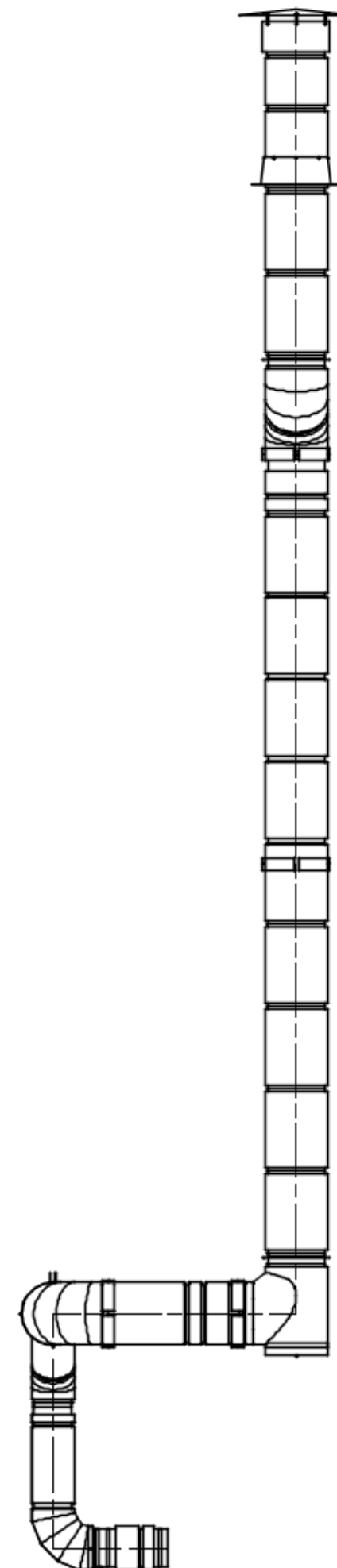
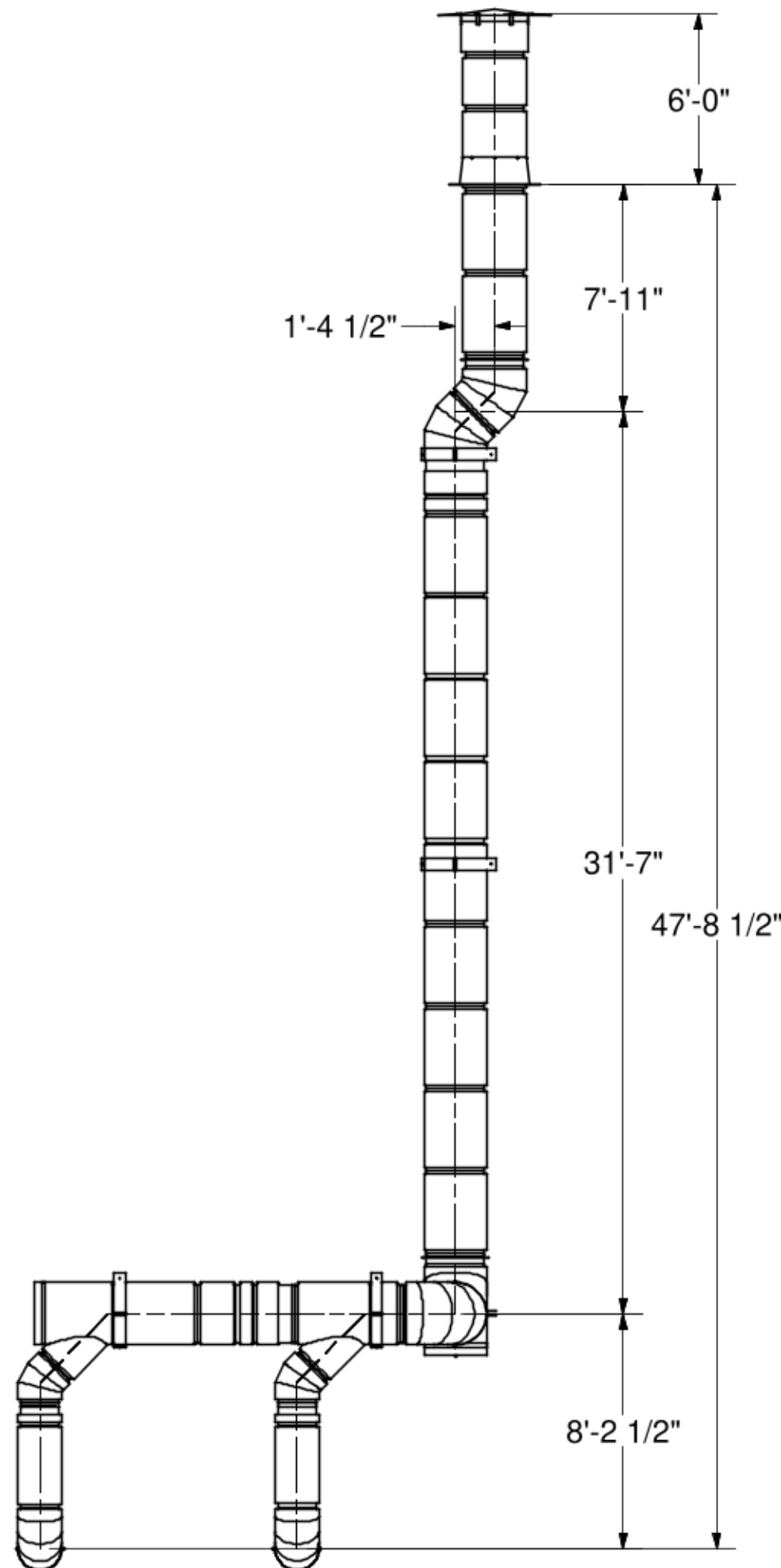
Signature \_\_\_\_\_



Final routing: 15' horizontal and 40' vertical total 55'  
Base bid routing 29' horizontal and 20' vertical 49'

### ISOMETRIC VIEW

Additional 2) 45's off set of vertical



TYPICAL OF (2) RUN

Parts List			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	2	7001TUBE	1/2" X 10' LONG, DRN TUBE HOSE
2	2	CCA16L36	16" DIAMETER CI PLUS 36" LENGTH
3	1	CCM24TCF	TALL CONE FLASHING AND SUPPORT
4	1	CCA24SPEC/	Special_45° ELBOW/C12.435/D10.9
5	1	CCA24E45	45° ELBOW
6	2	CCA24VSP	VERTICAL SUPPORT PLATE
7	1	CCA24DCV	TEE COVER WITH-DRAIN FITTING/NOTHING
8	1	CCA24BT	BOOT TEES
9	1	CCA24CV	TEE COVER
10	2	CCA16E45	45° ELBOW
11	2	CCA24LAT16	REDUCTION LATERAL TEE
12	2	CCA16AJ	LONG ADJUSTABLE LENGTH
13	2	CCA16L9	16" DIAMETER CI PLUS 9" LENGTH
14	2	CCA16DRN	IN LINE DRAIN SECTION
15	2	CCA16ADUV	UNIVERSAL BOILER ADAPTER
16	1	CCA24E90	90° ELBOW
17	2	CCA16AJSM	SHORT ADJUSTABLE LENGTH
18	2	CCA16E90	90° ELBOW
19	1	CCA24RC	RAIN CAP
20	1	CCA24L24	24" DIAMETER CI PLUS 24" LENGTH
21	6	CCM24HZS	HORIZONTAL SUPPORT
22	4	CCA24AJ	LONG ADJUSTABLE LENGTH
23	3	CCA24L9	24" DIAMETER CI PLUS 9" LENGTH
24	1	CCA24L18	24" DIAMETER CI PLUS 18" LENGTH
25	14	CCA24L36	24" DIAMETER CI PLUS 36" LENGTH
26	2	41827SS	SUPPORT CLAMP

GENERAL NOTES:  
1.) ALL HORIZONTAL RUNS MUST BE PITCHED UPWARD 1/4-INCH PER FOOT SO THAT CONDENSATE DRAINS BACK TOWARD THE APPLIANCE OR INLINE DRAIN.  
2.) FOR 16" Ø AND UNDER, USE THE SILICONE GASKET LUBRICANT (DI-ELECTRIC GREASE, P/N 7001SL-5) QUOTED WITH THIS JOB.  
3.) HORIZONTAL SUPPORTS ARE REQUIRED EVERY 6 FEET, AT EACH TRANSITION FROM VERTICAL, AND AT EACH ADJUSTABLE SECTION.  
4.) INSTALLER IS TO FIELD VERIFY ALL DIMENSIONS AND PARTS ON THE PARTS LIST BEFORE ORDERING FROM THIS DRAWING.  
5.) ALL APPLIANCE MANUFACTURER AND HEATFAB INSTALLATION INSTRUCTIONS, AS WELL AS ANY LOCAL OR NATIONAL CODES, SHOULD BE FOLLOWED WHEN INSTALLING THIS SYSTEM.

APPROVAL SIGNATURE \_\_\_\_\_  
TITLE HELD \_\_\_\_\_  
DATE OF APPROVAL \_\_\_\_\_

THE ITEM(S) CONTAINED IN THIS BILL OF MATERIALS WILL BE BUILT SOLELY FOR THIS JOB. THEREFORE, THIS DOCUMENT MUST BE FIELD VERIFIED AND/OR APPROVED BEFORE THE ORDER WILL BE ENTERED FOR MANUFACTURING.

WHEN PLACING A PO FOR THIS EXHAUST SYSTEM, PLEASE ASK FOR PIPE PARTS TO BE TAGGED TO ENSURE PROPER SEQUENCE OF INSTALLATION.

**heatfab**  
Commercial/Industrial Air Distribution Systems  
Grand Rapids, Michigan

MATL TYPE: \_\_\_\_\_  
MODEL: \_\_\_\_\_  
INSULATION: \_\_\_\_\_  
MATL: \_\_\_\_\_

REPRESENTATIVE:  
**Taft Engineering**

TITLE:  
**Laramie County Detention Center B1 & B2**

ENGR: jdechad  
DATE: 6/17/2019  
SCALE: 1/4" = 1'-0"

APPR.: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DWG. NO.: 27243A

SHEET NO: 1/1  
SHEET SIZE: 17 X 22 (Inches)



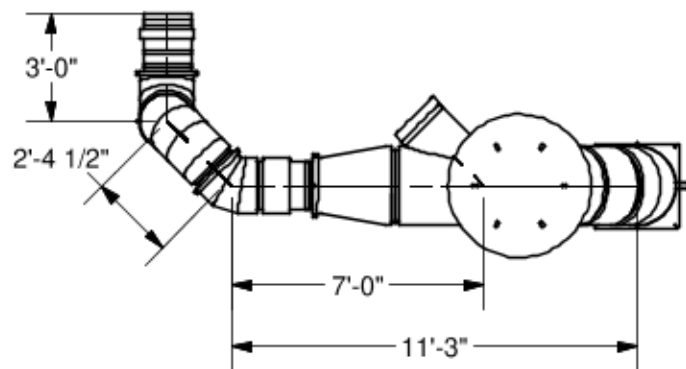
Project	Laramie County Ph II
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Layout	B1/B2 316L
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Date	By
9/25/2018	Ryan Zanini

System No	Ref.No	Scale
125186	6 of 15	None



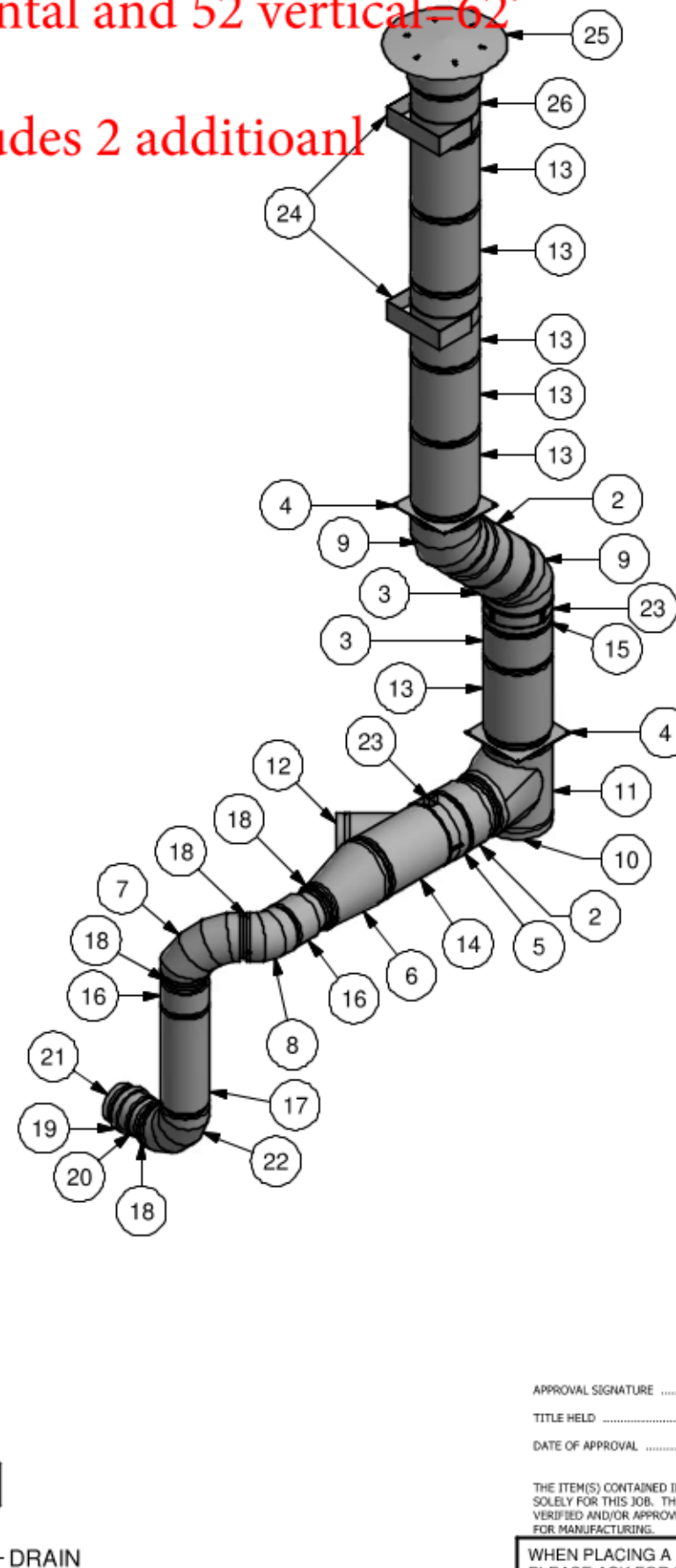


Final routing 16' horizontal and 38' vertical=54'

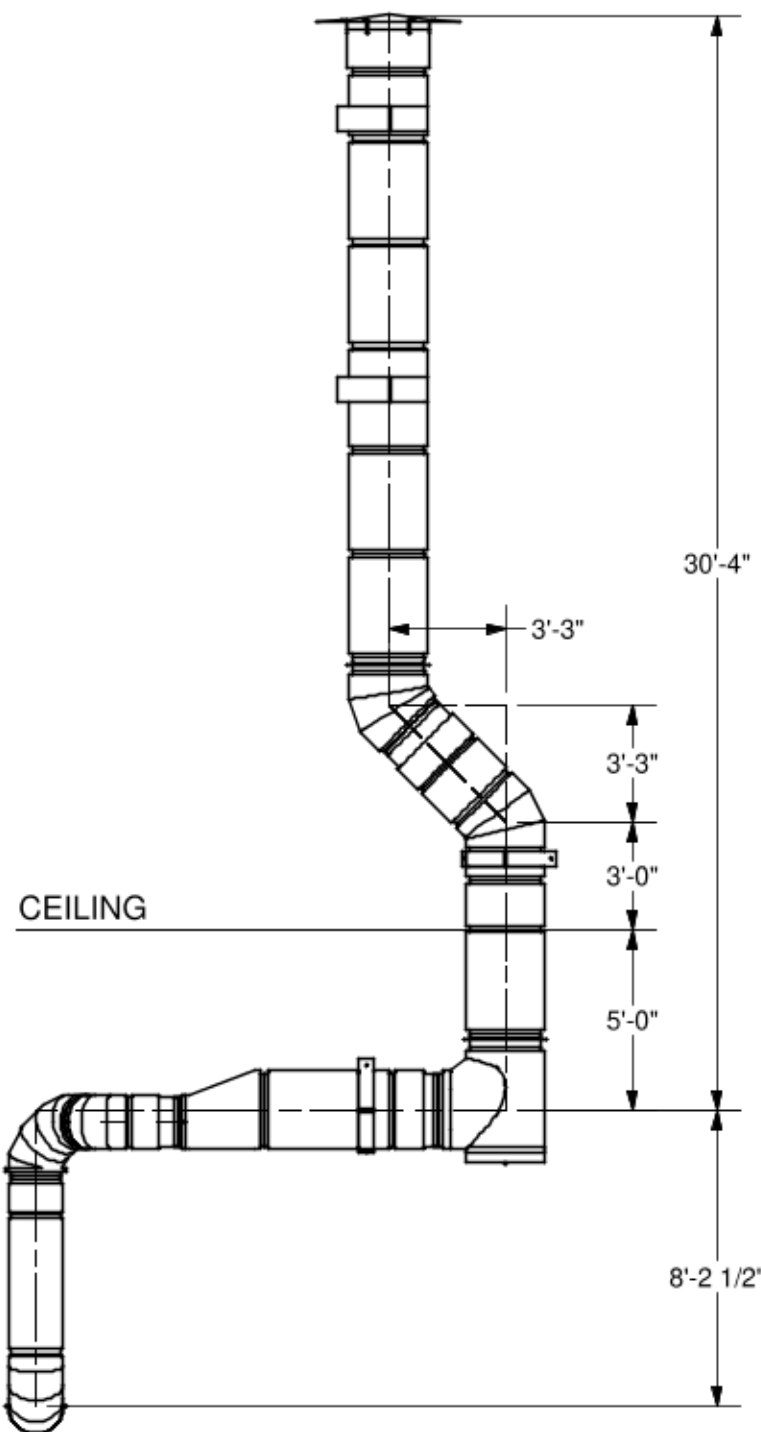
## ISOMETRIC VIEW

Base Bid 20' horizontal and 52 vertical=62'

Final routing includes 2 additional 45's for offset.



Parts List			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	7001TUBE	1/2" X 10' LONG, DRN TUBE HOSE
2	2	CCA24AJ	LONG ADJUSTABLE LENGTH
3	2	CCA24L18	24" DIAMETER CI PLUS 18" LENGTH
4	2	CCA24VSP	VERTICAL SUPPORT PLATE
5	1	CCA24L12	24" DIAMETER CI PLUS 12" LENGTH
6	1	CCA16NCR24	16" DIAMETER CI PLUS 24" INCREASER
7	1	CCA16SPEC/	Special 90° ELBOW/C17.8/D21.8
8	1	CCA16E45	45° ELBOW
9	2	CCA24E45	45° ELBOW
10	1	CCA24DCV	TEE COVER WITH-DRAIN FITTING/NOTHING
11	1	CCA24BT	BOOT TEES
12	1	CCA16CV	TEE COVER
13	6	CCA24L36	24" DIAMETER CI PLUS 36" LENGTH
14	1	CCA24LAT16	REDUCTION LATERAL TEE
15	1	CCA24AJSM	SHORT ADJUSTABLE LENGTH
16	2	CCA16AJ	LONG ADJUSTABLE LENGTH
17	1	CCA16L48	16" DIAMETER CI PLUS 48" LENGTH
18	4	41827SS	SUPPORT CLAMP
19	1	CCA16AJSM	SHORT ADJUSTABLE LENGTH
20	1	CCA16DRN	IN LINE DRAIN SECTION
21	1	CCA16ADUV	UNIVERSAL BOILER ADAPTER
22	1	CCA16E90	90° ELBOW
23	2	CCM24HZS	HORIZONTAL SUPPORT
24	2	CCA24VTS4	VERTICAL SUPPORT-4
25	1	CCA24RC	RAIN CAP
26	1	CCA24L24	24" DIAMETER CI PLUS 24" LENGTH



### GENERAL NOTES:

- 1.) ALL HORIZONTAL RUNS MUST BE PITCHED UPWARD 1/4-INCH PER FOOT SO THAT CONDENSATE DRAINS BACK TOWARD THE APPLIANCE OR INLINE DRAIN.
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- 5.) ALL APPLIANCE MANUFACTURER AND HEATFAB INSTALLATION INSTRUCTIONS, AS WELL AS ANY LOCAL OR NATIONAL CODES, SHOULD BE FOLLOWED WHEN INSTALLING THIS SYSTEM.

<b>heatfab®</b> Commercial/Industrial Air Distribution Systems Grand Rapids, Michigan		MATL TYPE: _____ MODEL: _____ INSULATION: _____ MAT'L: _____	
		REPRESENTATIVE: <b>Taft Engineering</b>	
TITLE: <b>Laramie County Detention Center B3</b>		ENGR: jdechad DATE: 6/26/2019	
SCALE: 1/4" = 1'-0"		DWG. NO.: 27243B-2	
SHEET NO.: 1 / 1		SHEET SIZE: 11 X 17 (Inches)	

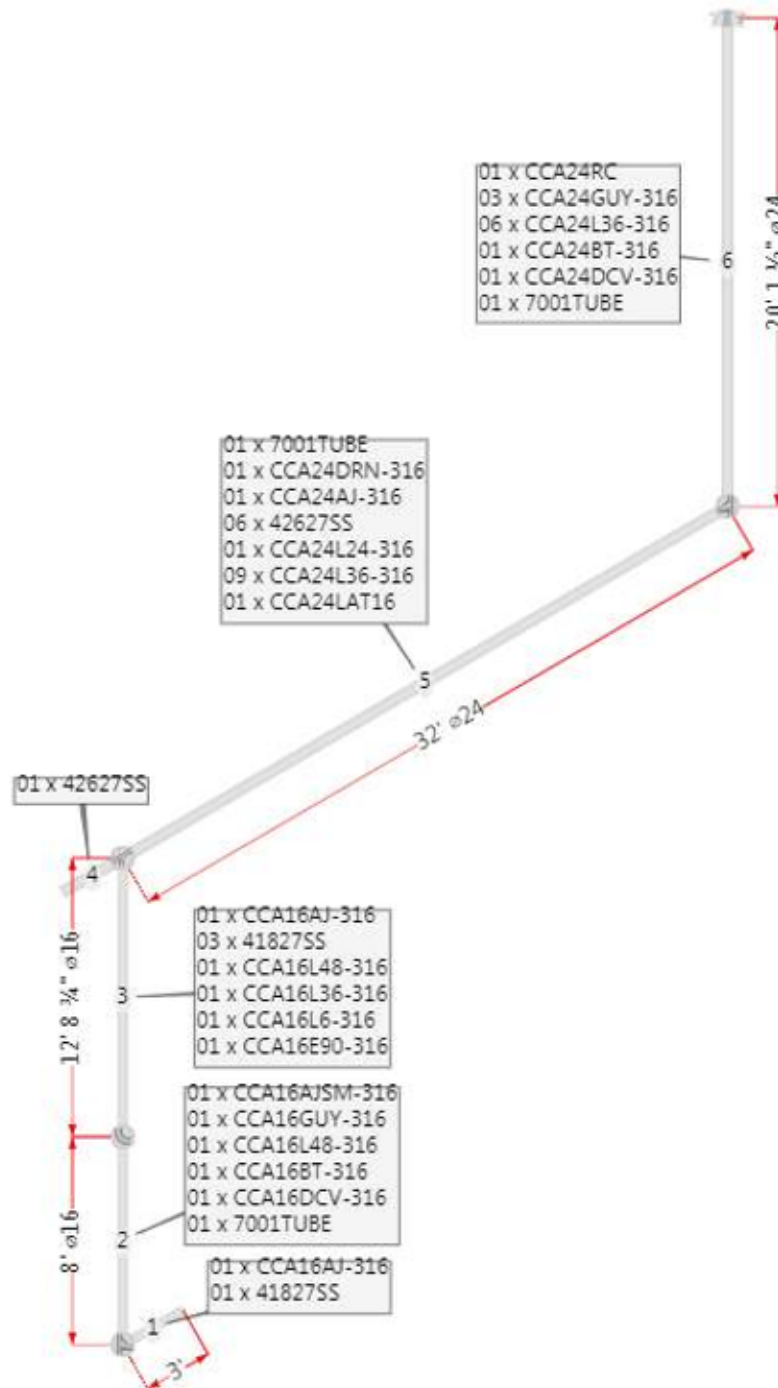
APPROVAL SIGNATURE \_\_\_\_\_  
 TITLE HELD \_\_\_\_\_  
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DRAIN

Top-Left Isometric View



Schematic Drawing - Not to Scale



Customer

Project

Laramie County Ph II

Layout

B3/B4 316L Rev 1

Date

1/29/2019

By

Ryan Zanini

System No

125186

Ref No

9 of 15

Scale

None