EXHIBIT C

GUARANTEED MAXIMUM PRICE

TO THE CONTINUING CONTRACT FOR

CONSTRUCTION MANAGEMENT SERVICES/RFQ #18-Q-091-DR

BY AND BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601
Phone: (321) 631-1911
Fax: (321) 633-4646

AND

IVEY'S CONSTRUCTION, INC.

FOR THE CONSTRUCTION OF:

SCHOOL: Lewis Carroll Elementary School

PROJECT: Chiller Pump Addition
ARTICLE 1. GUARANTEED maximum PRICE (GMP)

1.1.1 Guaranteed Maximum Price (GMP): Construction Manager guarantees that it shall not exceed a Guaranteed Maximum Price (GMP) of One Hundred Seventy-Four Thousand, Five Hundred Sixty-Six Dollars and Sixty-Eight Cents ($174,566.58) for the identified Sub-Project.

1.2 Basis of the GMP:

1.2.1 Construction Documents: The Scope of Work for the GMP shall be as defined in the Construction Documents, prepared by DDC Engineering, Inc., titled Chiller Pump Addition at Lewis Carroll Elementary School and dated April 5, 2019.

1.2.2 List of Contract Documents attached as Exhibit C-1.

1.2.3 Exceptions, Clarifications and Exclusions: The Scope of Work defined in the Contract Documents shall be modified and/or clarified as shown in attached Exhibit C-2.

1.2.4 Truth-In-Negotiation: The Construction Manager certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of execution of each Sub-Project of which this certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Sub-Project amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs and that such original Sub-Project adjustments shall be made within one year following the end of the Agreement.

ARTICLE 2. PROJECT TIME

2.1 Substantial Completion Date: Substantial Completion of the Work as defined in Article 6.1.2 of the General Conditions to the Continuing Contract for Construction Management Services shall be achieved by July 31, 2019.

2.2 Final Completion Date: Final Completion for the Work as defined in Article 6.1.3 of the General Conditions to the Continuing Contract for Construction Management Services shall be achieved by September 30, 2019.

2.3 Project Schedule: Attached to this Amendment will be a schedule identifying the above noted completion times and intermediate milestone dates estimated for the Project. The proposed schedule shall be integrated into the Construction Manager's CPM Schedule upon approval of its Guaranteed Maximum Price Amendment.

ARTICLE 3. CONSTRUCTION MANAGEMENT FEE

3.1 Construction Management Fee: The Construction Management Fee for the Project shall be either a ☑ Lump Sum or ☐ Not-To-Exceed Fee (Check Correct Type – Reference Sub-Project Work Request (Exhibit B) which identifies the Fee type) of Nineteen Thousand, Five Hundred Fourteen Dollars ($19,514.00).
ARTICLE 4. REIMBURSABLE GENERAL CONDITIONS COSTS

4.1 General Conditions: General Conditions costs for the Project shall not exceed Thirty-One Thousand, One Hundred Nine Dollars and Ten Cents ($31,109.10). General Conditions costs shall be reimbursed at actual cost. General Condition costs shall be in compliance with the General Conditions to the Construction Management Contract (Exhibit A) and are identified in the attached document, prepared by the Construction Manager titled Chiller Pump Addition at Lewis Carroll Elementary School Construction GMP Proposal Revision and dated May 13, 2019.

ARTICLE 5. LIQUIDATED DAMAGES

5.1 Substantial Completion: Construction Manager shall pay Owner One Thousand Dollars ($1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

5.2 Final Completion: Construction Manager shall pay Owner Five Hundred Dollars ($500.00) as liquidated damages for each day that Final Completion extends beyond the Final Completion Date.

ARTICLE 6. PROJECT REPRESENTATIVES

6.1 Owner’s Representative: Owner designates the individual listed below as its Owner’s Representative to provide direct interface with Construction Manager with respect to Owner’s responsibilities:

Art Johnson, Owner’s Project Manager.

6.2 Construction Manager’s Representative: Construction Manager designates the individual listed below as its Construction Manager’s Representative to provide direct interface with Owner with respect to Construction Manager’s responsibilities:

Steve Sergis, Construction Manager’s Project Manager.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
SIGNATURES (FOR PROJECTS OVER $50,000)
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:

By: ____________________________
    Tina Descovich, Chairperson
Date Approved: __________________

ATTEST (WITNESS): By: ______________
    Mark W. Mullins, Ed.D., Superintendent

IVEY’S CONSTRUCTION, INC.
(Consultant)

By: ____________________________
    ____________________________
    Print Name: Kevin W. Ivey
    Title: President
    Date: 5/14/19

ATTEST (WITNESS):

By: ____________________________
    ____________________________
    Print Name: Liang Foster
    Title: Project Coordinator

SIGNATURES (FOR PROJECTS UNDER $50,000)
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:

By: ____________________________
    Susan Hann, P.E., AICP
    Assistant Superintendent/Facilities Services
    As Designee for Mark W. Mullins, Ed.D., Sup.
Date Approved: __________________

ATTEST (WITNESS):

By: ____________________________

(Consultant)

By: ____________________________
    ____________________________
    Print Name: __________________________
    Title: __________________________
    Date: __________________________

ATTEST (WITNESS):

By: ____________________________
    ____________________________
    Print Name: __________________________
    Title: __________________________

END OF EXHIBIT C
EXHIBIT C-1
CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION PROJECTS NOT TO EXCEED $2,000,000 &
FOR STUDIES WITH A FEE NOT TO EXCEED $200,000
OR AS ALLOWED BY SCHOOL BOARD POLICY
RFQ #18-Q-091-DR
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Date: May 13, 2019
Project Name/Number: Chiller Pump Addition
Project Location(s): Lewis Carroll Elementary School

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<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
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<tr>
<td>G-1</td>
<td>Cover Sheet</td>
<td>April 5, 2019</td>
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<tr>
<td>M-1</td>
<td>Mechanical Legend</td>
<td>April 5, 2019</td>
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<tr>
<td>M-2A</td>
<td>Mechanical Plan (Alternate)</td>
<td>April 5, 2019</td>
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<tr>
<td>MS-1</td>
<td>Mechanical Specifications</td>
<td>April 5, 2019</td>
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<tr>
<td>E-1A</td>
<td>Electrical Plan (Alternate)</td>
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EXHIBIT C-2
CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION PROJECTS NOT TO EXCEED $2,000,000 &
FOR STUDIES WITH A FEE NOT TO EXCEED $200,000
OR AS ALLOWED BY SCHOOL BOARD POLICY

RFQ #18-Q-091-KR

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Date: May 13, 2019
Project Name/Number: Chiller Pump Addition
Project Location(s): Lewis Carroll Elementary School

EXCEPTIONS, CLARIFICATIONS AND EXCLUSIONS
TO CONTRACT DOCUMENTS.

1. Scope identified on DDC Drawing Nos. M-2 and E-1 are excluded, as the alternate design was selected.
2. Test and Balance shall be done by an independent balancing contractor.
3. Hazardous material testing, abatement removal and/or disposal are excluded.
4. Overtime or premium hours are excluded.
May 13, 2019

Mr. Art Johnson  
Project Manager  
The School Board of Brevard County, Florida  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

Reference: Chiller Pump Addition at Lewis Carroll Elementary School  
Subject: Construction GMP Proposal, REV4

Art:

Ivey’s Construction, Inc. respectfully submits the following GMP Construction Services proposal for work associated with the Chiller Pump Addition at Lewis Carroll Elementary in Merritt Island. This GMP proposal is based on the drawings titled, “Chiller Pump Addition at Lewis Carroll Elementary School”, by DDC Engineering, dated April 5, 2019, sheets G-1, M-1, M-2A, MS-1 and E-1A.

Base GMP – Alt Design, (M-2A & E-1A) .............................................................................................................. $174,566.68

Scope: Demolition, replacement of two (2) B&G pumps, piping modifications, two (2) VFD’s in NEMA 3RX enclosures, two (2) triple duty valves, power for two (2) new pumps, two (2) control valves, pipe labeling, controls and modifying chiller programming, as well as the installation of eighteen (18) wall mounted temperature and humidity sensors.

Schedule: Ivey’s anticipated schedule based on NTP no later than May 30, 2019, is substantial completion by July 31, 2019.

Feel free to contact me with any questions regarding this GMP. I can be reached by phone, 321-453-3812, or email mkoons@iveycon.org.

Thank you,
IVEY’S CONSTRUCTION, INC.

Michael Koons  
Senior Estimator
<table>
<thead>
<tr>
<th>Line</th>
<th>Division</th>
<th>Activity/Scope</th>
<th>Breakdown</th>
<th>Division Totals</th>
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<td>See attached GC Breakdown</td>
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<td>Field Office Trailer In/Out</td>
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<p>| <strong>GC LABOR TOTAL:</strong>                         |      |          | <strong>$25,420.72</strong> |
| <strong>GC TEMPORARY FACILITIES TOTAL:</strong>          |      |          | <strong>$3,960.00</strong> |
| <strong>TOTAL GENERAL CONDITIONS:</strong>                |      |          | <strong>$29,380.72</strong> |</p>
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<td>Rework Piping</td>
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Southeast Services of CFL, Inc.

Date: April 26, 2019
To: Ivey’s Construction, Inc.
Project: Lewis Carroll ES Chiller Pump Addition
Drawings: Yes G-1, M-1, M-2, M-2A, & MS-1 Dated April 5, 2019
Specifications: Per Drawings
Addenda: Through #1
Schedule: Summer 2019

Southeast Services of CFL, Inc. proposes to provide and install the material and equipment listed below for the following price. .............................................................................. $ Pricing listed below

- Price to complete work per sheet M-2: ......................................................... $30,155.00
- Price to compete work per sheet M-2A: ......................................................... $43,293.00

Add to provide VFD’s in NEMA 3RX (stainless steel cabinets): ..................... $2,470.00
This add has been included in Ivey’s GMP for Alternate Design - $43,293.00 + $2,470.00 = $45,763.00

Add to provide VFD’s in NEMA 4R with built in air conditioners: .................. $15,562.00
Add Alternate for NEMA 4R Calculation:
$15,562.00 - $2,470.00 = $13,092.00; $13,092.00 x 14% Fee = $14,924.88; $14,924.88 x 1% bond = $15,074.13

Note: In our opinion, doing the work per sheet M-2A is the better way to go. This will allow for a much better flow and control of the system. In addition, it will be a much cleaner install and will allow for more service around the equipment and access into the chiller yard.

We specifically include the following based on sheet M-2:

- Demo and rework piping as shown per drawing
- Demo and remove 2 existing stands
- Furnish and install one (1) new B&G pump to match existing CHP pumps
- Furnish and install one (1) new B&G triple duty valve
- Install two (2) 4" control valves (valves provided by others)
- Re-insulate piping as needed, and insulate new pump to match existing
- Grout new pump and any new stands
- Align new pump with a dial-indicator to with-in factory specifications
- Test chemical level in closed loop system and recharge to match when finished with project (Test to be by Premier Water, BCSB approved water treatment company)
- Lifting and hoisting required for HVAC work
- Submittals
- Operation and maintenance manuals
- One year warranty
- Start-Up

498 Main Street Cocoa, FL 32922 Office 321-632-6800 Fax 321-632-6869
Southeast Services of CFL, Inc.

CMC-1249691 CMC-1250273 CCC-1326536

We specifically include the following based on sheet M-2A:

- Demo and rework piping as shown per drawing
- Demo and remove 2 existing stands
- Furnish and install two (2) new B&G pumps to match drawings
- Furnish and install two (2) new B&G triple duty valve
- Install two (2) 4" control valves (valves provided by others)
- Re-insulate piping as needed, and insulate new pumps to match existing
- Grout new pumps and any new stands
- Furnish two (2) new ABB VFD in NEMA 3R enclosures (see adds for 3RX & 4R)
- Align new pumps with a dial-indicator to with-in factory specifications
- Test chemical level in closed loop system and recharge to match when finished with project (Test to be by Premier Water, BCSB approved water treatment company)
- Lifting and hoisting required for HVAC work
- Submittals
- Operation and maintenance manuals
- One year warranty
- Start-Up

We specifically exclude the following:

- Bid bond and payment / performance bond
- Controls of any kind
- Chemical treatment
- Coring and or patching
- Concrete equipment pads or housekeeping pads
- DDC controls and all associated components and labor
- Drywall cutting, patching, finishing and painting
- Electrical power wiring, disconnects (unless otherwise noted in inclusions)
- Motor starters / disconnects
- Priming and painting
- Permanent access for HVAC equipment
- Premium Time labor
- Pressure washing of slab
- Saw cut and or patch
- Seismic restraints and controls
- Sound and vibration testing in reference to our scope of work
- Structural engineering
- Scaled ductwork and/or piping shop drawings
- Temporary facilities and utilities
- Test & Balance
- Warranty and/or repair of existing HVAC equipment and/or control

498 Main Street Cocoa, FL 32922 Office 321-632-6800 Fax 321-632-6869
Southeast Services of CFL, Inc.

CMC-1249691 CMC-1250273 CCC-1326536

Other Qualifications:

- Our quotation is based on current construction material and energy costs but due to the volatility of construction material and energy costs our quoted price or contract surr will be equitably adjusted for cost increases and will be documented by quotes and invoices from reputable sources.
- Our proposal assumes that your firm and Southeast Services of CFL, Inc. can come to a mutual agreement based on contract terms.
- Our proposal assumes that normal working hours will prevail.
- We will not be responsible for payment for any unauthorized subcontractor to perform any work associated with our scope of work.
- We will not agree to contracts including subrogation or primary noncontributory language.
- We will not agree to contracts including "Broad Form" indemnification agreements. We will agree to indemnify other parties only for liabilities resulting from Southeast Services of CFL, Inc. own negligence (or portion thereof).
- Upon acceptance of this proposal, all portions of this submission of bid shall become an exhibit or attachment of contract.
- The price / prices contained within this proposal are good for 30 days and if this proposal is accepted, the proposal in its entirety will become part of the contract and will be added as an attachment or exhibit to the contract.

Terms and Conditions:

Payment will be due within 30 days of invoicing by Southeast Services of CFL, Inc. Customer will be liable for Southeast Services incurred attorney's fees and collection cost attributable to customer's non-payment, plus 1 ½ interest on unpaid balance due to Southeast Services. This proposal is valid for a period not to exceed 30 days from the date of this proposal.

Please sign below indicating your notice to proceed and acceptance of this proposal. Once received by our office via fax or email, we will proceed with equipment and material ordering as well as scheduling of work.

______________________________  ______________________________
Signature  Date

______________________________
Title

Thank you for the opportunity to quote this project. Should you have any questions, or if I can be of further service please feel free to call.

Sincerely,

Jacob McCarver
Southeast Services of CFL, Inc.

498 Main Street Cocoa, FL 32922 Office 321-632-6800 Fax 321-632-6869
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Company Address - City, State</td>
<td>Melbourne, FL</td>
<td>Titusville, FL</td>
<td>Indian Harbor Beach, FL</td>
<td>Melbourne, FL</td>
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<tr>
<td><strong>Base Bid:</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Selective Electrical Demolition</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Fire Stopping</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Furnish &amp; Install One (1) Disconnect, 30A 208V 1P N1 F</td>
<td>Yes</td>
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<tr>
<td>Furnish &amp; Install Branch Circuits from Panel LW2 to New Valves</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
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<tr>
<td>Furnish &amp; Install Branch Circuits from MDP to New Pump</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
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<tr>
<td>Furnish &amp; Install EMT conduit interior &amp; rigid steel exterior</td>
<td>Yes</td>
<td>Yes</td>
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<td>Furnish &amp; Install New 15A Breaker in MDP</td>
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<td>Yes</td>
<td>No Bid</td>
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<td>Furnish &amp; Install Disconnect/Starter Combo 15A 480V 3PH N1 F</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install New Breaker in LW2 to Feed Control Valves</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install Labeling</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
<td>Acknowledgement of Addendum #1</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
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<td>Attended Pre-Bid</td>
<td>Yes</td>
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<td><strong>Proposed Value - Base Bid</strong></td>
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<td><strong>$10,050.00</strong></td>
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<td><strong>Alternate Bid:</strong></td>
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<td>Selective Electrical Demolition</td>
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<td>No Bid</td>
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</tr>
<tr>
<td>Fire Stopping</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install One (1) Disconnect, 30A 208V 1P N1 F</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
<td>Furnish &amp; Install Branch Circuits from New VFD's to New Pumps</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
<td>Furnish &amp; Install Branch Circuits from Panel LW2 to New Valves</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install EMT conduit interior &amp; rigid steel exterior</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Install VFD's (provided by others)</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install New Breaker in LW2 to Feed Control Valves</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Furnish &amp; Install Labeling</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Acknowledgement of Addendum #1</td>
<td>Yes</td>
<td>Yes</td>
<td>No Bid</td>
<td>No Bid</td>
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<td><strong>Proposed Value - Bid Alternate</strong></td>
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<td><strong>Ivey's Recommendation</strong></td>
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</table>
LEWIS CARROLL ELEMENTARY SCHOOL  
CHILLER PUMP ADDITION  

MILESTONE SCHEDULE

- Anticipated NTP no later than May 30, 2019
- Generate submittals and review / approval May 30 – June 14, 2019
- Temp/Humidity sensor installation July 1 – July 12
- Pump Replacement and Piping July 15 – July 22
- Install Controls (JCI) July 15 – July 26
- Install Electrical July 1 - July 19
- Punch and demobilization from site July 29
- Substantial Completion July 31, 2019
- Final Completion September 30, 2019
Randall Electrical Contractors, Inc. has compiled a complete and accurate proposal for the above referenced project. Our scope of work covers all labor and materials necessary to provide a complete electrical installation. To assist with your evaluation of our proposal, we have included the following clarifications. If we have excluded an item that you feel should be included in our scope, please let us know and we will be happy to have it added. Thank you for the opportunity to provide you and your company with a proposal and good luck with the bid.

Our bid is prepared in complete compliance with the following specifications, drawings, addendum’s, and work specifically stated in the following scope.

Specification Section: On Drawings
Drawings: E-1A
Addendum(s): Amendment 1

Included Base Bid E1:
- Applicable sales tax.
- Electrical Permit. Fees by others.
- Clean up to a designated, central on-site location.
- One-year warranty on labor and materials, other than lamps, fuses, or other consumable products.
- Selective Electrical Demolition
- Fire stopping (For Electrical Installation Only)
- Provide and install (1) disconnect - 30A 208V 1P N3R Stainless F.
- Provide and install branch circuits from Panel LW2 to new valves and provide new 120V 1P Breaker.
- Provide and install branch circuit from MDP to new pump.
- Provide and install new 15A breaker in MDP.
- Provide and install Disconnect/Start Set Combo 15A 480V 3PH N1 F.
- Provide and install phenolic labels as shown.

Included Alt. 1 E1A:
- Applicable sales tax.
- Electrical Permit. Fees by others.
- Clean up to a designated, central on-site location.
- One-year warranty on labor and materials, other than lamps, fuses, or other consumable products.
- Selective Electrical Demolition
- Fire stopping (For Electrical Installation Only)
- Provide and install (1) disconnect - 30A 208V 1P N3R Stainless F.
- Provide and install branch circuits from new VFDs to new pumps.
- Provide and install branch circuits from Panel LW2 to new valves and provide new 120V 1P Breaker
- Install (2) VFDs. VFDs are provided by others
- Provide and install phenolic labels as shown.
EC13008627

April 29, 2019

Excluded:
- All fees to bring either temporary or permanent utilities to site.
- Dewatering, stump, or rock removal.
- Painting - including conduit, boxes, enclosures, etc...
- Adjustable frequency drives or starters for HVAC equipment (If required).
- All motors and motor settings.
- HVAC/building management controls, terminations, wire, or conduit (If Required).
- Access panels.
- Cutting, patching, or sealing roof, walls, concrete slab or parking areas.
- Payment and performance bond. (A bond can be provided at additional cost.)
- Restoration of sidewalks, paved areas, and walls.
- Provisions for prevailing wage or Davis Bacon Act.
- Temporary power and hookups for trailers or offices.
- Underground Utilities Locator Service
- Seeding or sodding.
- Trash removal – We will place our trash in GCs dumpster.

Clarifications:
- All work is to be performed during normal hours. (Mon.-Fri. 7:00 A.M. - 3:30 P.M.)
- All loose motor starters/VFDs are furnished by others and installed by us.
- Acceptance of this proposal shall be within thirty (30) days of bid opening.

REVISED TO CHANGE DISCONNECT TO STAINLESS and to ADD 120V 1P BREAKER IN LW2

Base Bid E1: $10,050
Alt. 1 E1A: $8,100

Respectfully,

Brian Trumble
Project: **BCPS Lewis Carroll Elementary School CHW Pump Addition**

**Johnson Controls is pleased to propose the following:**
Provide and install the Building Automation System controls for Lewis Carroll Elementary School per drawings by DDC Engineering Inc. Dated April 5, 2019.

### BUILDING AUTOMATION

#### BASE ...... CHILLER PLANT
- Includes adding control points to allow Start/Stop and Status for new CHW Pump-3.
- Includes (2) 4" Belimo, 2-Way, Non-Spring Return, Chilled Water Isolation Valves. *Valves installed by others.*
- Includes conduit and wiring.
- Includes modifying Field Controller and Network Engine database to allow new points to be monitored.
- Includes modifying chiller program to allow for new sequence of operation as shown on M-2.

#### ALTERNATE #1...... CHILLER PLANT
- Includes adding control points to allow Start/Stop, Status and Speed Control for new CHW Pump-1 and CHW Pump-2. *Pump VFD’s supplied and Installed by others.*
- Includes (2) 4" Belimo, 2-Way, Non-Spring Return, Chilled Water Isolation Valves. *Valves installed by others.*
- Includes conduit and wiring.
- Includes modifying Field Controller and Network Engine database to allow new points to be monitored.
- Includes modifying chiller program to allow for new sequence of operation as shown on M-2A.

#### ALTERNATE #2...... TEMPERATURE HUMIDITY SENSOR
- Includes installation of (18) Wall Mounted Temperature and Humidity Sensor. We will remove the old Wall Mounted Temperature Sensor and install the new Wall Mounted.
- Includes conduit and wiring.
- Includes modifying Field Controller and Network Engine database to allow new points to be monitored.

#### SYSTEM GRAPHICS
- Includes updating graphics to shown new control points.

### CLARIFICATIONS
- All power wiring to DDC panels to be supplied and installed by Division 26 if required.
- Work to be performed during normal working hours.
NOT INCLUDED
- Payment or Performance Bonds
- 120Vac or 277Vac Power Wiring
- Installation of Valves, Dampers or other in-line devices
- Any work or material associated with Fire/Smoke Dampers
- Any labor or materials not specifically mentioned in this proposal
- Providing and/or installing any fire alarm modules and duct smoke detectors
- Any cost for mechanical contractor's installation tasks required for controls (i.e. wells, taps, damper installation, thread-o-lets, valve install, etc) JCI to coordinate with contractor as required to identify locations.
- Starters, Variable Speed Drives, disconnects or their installation
- Speed drives start-up and warranties
- Access doors and/or panels
- Any and all work associated with the fire alarm system

PRICING SUMMARY

Price in accordance to Johnson Controls standard terms and conditions, Tax as Indicated Below, Freight included FOB Factory, and standard delivery.

BASE PRICE FOR BAS CONTROLS (USE TAX INCLUDED) ........................................... $24,050.00

ALTERNATE #1 PRICE FOR BAS CONTROLS (USE TAX INCLUDED) ............................. $25,750.00

ALTERNATE #2 PRICE FOR BAS CONTROLS (USE TAX INCLUDED) ............................. $16,550.00

SIGNATURES

(Important: this proposal incorporates by reference the terms and conditions on the last page of this document)

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

This proposal is valid until 30 Days from Proposal Date

Johnson Controls, Inc.

Signature

NAME: ___________________________  
P.O. #: ___________________________  
DATE: ___________________________

Signature

NAME: STEVEN PETERS  
TITLE: ACCOUNT EXECUTIVE

INITIALS: ___________
TERMS AND CONDITIONS

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

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. “in-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazardous or dangerous materials without JCI's express written consent.

2. INVOICING & PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

4. WARRANTY. Johnson warrants the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after the appearance or discovery of such a defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. LIABILITY. Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson.

8. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

11. INDEMNITY. The Parties hereunder agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereunder agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersede all prior representations or understandings.

14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

INITIALS: ___