

CHANGE ORDER APPROVAL FORM

PROJECT: 911 Call Center

CHANGE ORDER: D

DATE: 04/17/2015 Corrected 09/24/15

CONTRACT NUMBER: CM2134

TO CONTRACTOR: ACON Construction Company, Inc.

Reason for Change Order: Scope modification to include Owner Furnished Equipment (see justification letter from ACON Construction Co., Inc. dated 04/07/15.

Original Contract Sum.....	\$	<u>1,920,000.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>(172,579.26)</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,747,420.74</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>262,957.07</u>
New Contract Sum Including this Change Order.....	\$	<u>2,010,377.81</u>

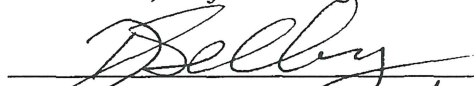
The contract for substantial completion will be (~~increased~~) (~~decreased~~) (unchanged) by ~~0~~⁵⁵ days;
Substantial Completion: ~~08-04-2015~~; Final Completion: ~~09-03-2015~~

09/28/2015

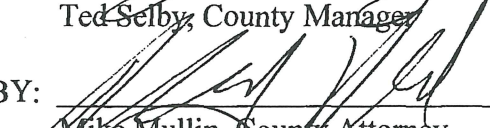
10/28/2015

APPROVED BY: 
Bob Knott, Project Manager

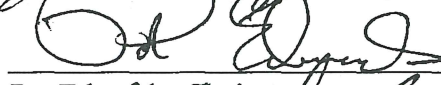
DATE: _____

APPROVED BY: 
Ted Selby, County Manager

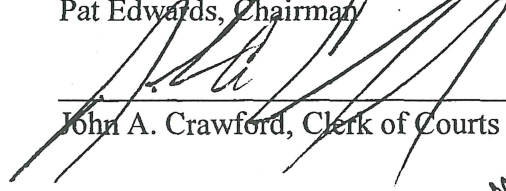
DATE: 4/22/15

APPROVED BY: 
Mike Mullin, County Attorney

DATE: 4/29/15

APPROVED BY: 
Pat Edwards, Chairman

DATE: 4-27-15

ATTEST: 
John A. Crawford, Clerk of Courts

DATE: 4-27-15

MES
04-28-15

Acon Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224
Ph : 904-565-9060

Change Order

Project:
J14-011 Nassau County 911 Center
77150 Citizens Circle
Yulee, FL 32097

Change Order: D
Date: 4/17/2015

Architect's Project:

To Contractor:
Acon Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

The Contract is changed as follows:
Change Order for Scope Modification

D Scope Modification to Include Owner Furnished Equipment \$262,957.07

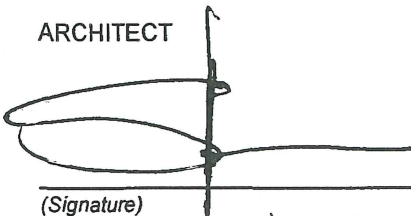
The original Contract Amount was	\$1,920,000.00
Net change by previously authorized Change Orders	\$-172,579.26
The Contract Amount prior to this Change Order was	\$1,747,420.74
The Contract will be increased by this Change Order in the amount of	\$262,957.07
The new Contract Amount including this Change Order will be	\$2,010,377.81
The Contract Time will be TBD.	
The date of Substantial Completion as of the date of this Change Order therefore is 9/28/2015	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

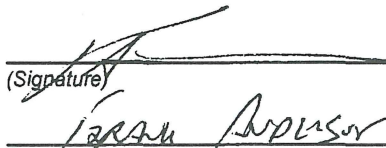
ARCHITECT

Acon Construction Co., Inc.
CONTRACTOR
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

OWNER



(Signature)



(Signature)



(Signature)

By STEPHEN F. LALAR

By PAT EDWARDS

By Pat Edwards

Date 20 APRIL 2015

Date 4-17-15

Date 4-27-15

Date

Date

Date

ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, FL 32224 • Telephone (904) 565-9060 Fax (904) 565-9080 • #CGC022916

April 7, 2015

**RE: 911 Call Center
Change Request Memorandum**

Since the beginning of the actual construction of the project in January, ACON has conducted nine progress meetings on the site to coordinate the entire process from ground breaking to ribbon cutting. A significant portion of this meeting time has been devoted to locating and finding bridges for any gaps discovered between the Design Criteria and the absolute latest needs for the Call Center to become operational. The coordination efforts quickly focused in on four areas: Operational Switchover Plan, State Certification Requirements, Owner Provided Equipment, and a Central Vacuum System.

The first area of coordination includes creating an Operational Switchover Plan will be required in order for the County to be able to ensure the new system functions completely while the existing facility is still the actual working call center. There will also be a period of time when the existing facility will remain operational as the back-up. The impact on construction will be added time required to phase in the permitting finals and complete Building Department Certificate of Occupancy in-full (due to some systems not being on-line that will need electrical finals). There will be no cost impact to the County from the construction contract aspect for this switchover requirement since there are no options for this process to be completed.

The second area of coordination revolves around the need to ensure the new 911 Call Center receives every possible certification provided by the State of Florida. The only addition found to be necessary for the certifications is the facility must have added video surveillance. The construction impact for this video system involved some support backing in walls and some junction boxes for the equipment. Once again, ACON is not passing the costs to the Owner as they are small but necessary to success.

The third area of coordination is the most important and provides the largest impact to the construction and the operational success of the facility. As such, the Owner Provided Equipment impacts will be detailed in a separate section of this document.

The fourth area of coordination involves the addition of a Central Vacuum System within the Call Center. In a 24/7 facility where noise degrades operational effectiveness, the need for a quiet method to clean the floors becomes important. The system costs \$3,289.00 with another \$600.00 required to exhaust the system out of the building. ACON markup of 12% will be added to that.

The third coordination effort mentioned earlier involves the Owner Provided Equipment within the MDF (Main Distribution Frame) Room. This room houses all communications (except the Motorola equipment) and IT equipment. In the RFQ, it was planned for the Owner to provide this equipment. During the meetings for construction, it was noted that equipment plans were still being formulated. It was also discovered that existing equipment was not capable of supporting the needs of the new facility. As quotes for new equipment were requested, the Nassau County Sheriff's Office IT Staff also discovered the amount of Uninterrupted Power (UPS) was not sufficient to support the new facility. Since the

Change Request Memorandum

April 7, 2015

Page 2 of 3

Owner was providing the communications racks and the UPS, ACON had no information about the equipment during the Quoting and Design Phases so these issues were not able to be resolved until more information was obtained. The Sheriff's Office IT Staff obtained quotes from vendors and ACON began to get information. The result of these efforts unveiled serious gaps between the building systems and the new equipment. While it seems there is a separate budget within the County for this equipment, there is no link between it and the construction process. Some detailed gaps and proposed solutions follow:

First, ACON has been provided with the detailed specifications for the new equipment. The equipment of concern for this one area consists of the Communications Racks (with internal HVAC) and the UPS. The racks contain specific HVAC systems within them that must also be backed up by a room HVAC (the room HVAC was in the criteria). As stated earlier, the racks, their HVAC, and the UPS were to be provided by the Owner. The design for the building had to be formulated on the existing equipment, but that equipment is not going to be available and it does not have the capacity to run the new center according to the Sheriff's Office IT Staff. The cost of this new equipment is \$166,245.00. In the quotes obtained by the Sheriff's Office IT Staff, ACON discovered that many connections to the building system to be "by others". ACON invited the vendors to come to one progress meeting and provide their information about what needs their equipment would levy on the building systems. The electrical additions include added service (400 amp designed to 600 amp now required), a bigger generator (from 100 kW to 140 kW), added receptacles and other increased items. We then asked the NCSO vendor what was needed from the Design-Builder and received a narrative that included many items for our mechanical and electrical contractors and design consultants to perform. In essence, the equipment is not turn-key for the Owner provided items. In discussions during the progress meetings, ACON agreed to take the lead in combining and formulating a full integrated system. ACON agreed to mark-up the equipment by only 5% for handling, coordination and warranty. The purchase would fall under the Owner Direct Purchase Program so the County will not pay sales tax. By approving this action, the County would be able to ensure all building systems remained under one entity for warranty and installation coordination.

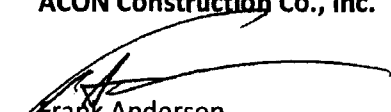
Second, this equipment requires more infrastructure that the original RFP Criteria. Attached breakdowns show the costs for added electrical at \$51,567.00 and added design at \$8,412.00. Another \$14,091.00 was required in order to build the structural support needed for the weight of the UPS and the increased size of the Generator Enclosure that houses the planned and the additional HVAC Units. The added scope provided by the Communications Rack Provider also required the Project HVAC Contractor to perform work outside the project scope. The amount of this work would have been \$4,250.00, but we were able to redesign some elements of the HVAC System to offset those costs. Therefore, there are no added HVAC costs associated with this effort.

In closing, ACON has provided a detail change request that incorporates these findings. Time is of the essence and an answer for funding is crucial to keeping the building on schedule.

Change Request Memorandum
April 7, 2015

Page 3 of 3

ACON Construction Co., Inc.



Frank Anderson
Project Manager

Acon Construction Co., Inc.

3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224
Ph : 904-565-9060

Change Request

To: Bob Knott
Nassau County
96135 Nassau Place
Suite 1
Yulee, FL 32097
Ph: 904-491-7377 Fax: 904-321-2658

Number: D
Date: 4/6/2015
Job: J14-011 Nassau County 911 Center
Phone:

Description: Scope Modification to Include Owner Furnished Equipment

We are pleased to offer the following specifications and pricing to make the following changes:
This request was generated by a possible scope modification to include Owner Provided Equipment in Design-Build Package.

The total direct cost to perform this work is				\$77,959.00	*
(Please refer to attached sheet for details.)					
	Overhead	\$77,959.00	9.00%	\$7,016.31	
	Profit	\$84,975.31	3.00%	\$2,549.26	
	Bond	\$87,524.57	1.00%	\$875.25	
	Added Liebert Equipment			\$166,245.00	
	5% Markup on Liebert Equip	\$166,245.00	5.00%	\$8,312.25	
			Total:	\$262,957.07	

The schedule will be To Be Determined.

If you have any questions, please contact me at 904-565-9060.

** SEE NEXT PAGE FOR BREAKOUT OF COSTS. DOCUMENTATION OF THOSE COSTS CAN BE FOUND IN THE REMAINING PAGES.*

FRANK ANDERSON

Submitted by: Frank A. Anderson
ACON Construction Co., Inc.

Approved by: _____
Date: _____

Cc:

Acon Construction Co., Inc.

3653 Regent Boulevard, Suite 401

Jacksonville, FL 32224

Ph : 904-565-9060

**Change Request D Price Breakdown
Continuation Sheet**

Description: Scope Modification to Include Owner Furnished Equipment

Description	Labor	Material	Equipment	Subcontract	Other	Price
Added Cost for Electrical				\$51,567.00		\$51,567.00
Added Design Fees				\$8,412.00		\$8,412.00
Added Central Vac				\$3,889.00		\$3,889.00
Added Structural Changes	\$4,549.00	\$3,855.00	\$447.00	\$5,240.00		\$14,091.00
					Subtotal:	\$77,959.00

ADD ELECTRICAL
THIS PAGE PLS 1

**Munson and Bryan Electric Co.,
Inc.**

3434 St. Augustine Rd.
Jacksonville, Fl. 32207
904-396-6689 904-396-1136 fax



Changes

To: Acon Construction

March 30, 2015

Attn: Frank

Re: 911 Call Center changes for HVAC and Smart Row modifications

Munson & Bryan is pleased to provide an electrical proposal for the above mentioned project. Please see the following scope of work.

• Reference Sheet E100

1. Credit for deleted wall mounted occupancy sensor -\$75.00

• Reference Sheet E200

2. Credit for "delete connections to CU-1, and AHU-1" -\$2,739.00
3. Credit for "delete connections to UFC1, and UFC2" -\$1,030.00
4. Add connections to CU-1, CU-2, CU-3A, CU-3B, CU-4 and (2) mini split condensing units \$7,924.00
5. Credit for "delete UFAH-1, RTU-1" -\$2002.00
6. Add connections to AHU-3A, and AHU-3B \$1,859.00
7. Add duct detectors in AHU-1, AHU-2, AHU-3A, and AHU 3B \$2,870.00
8. Add connections to DAHU-2, and DAHU-3 \$590.00
9. Add connections to AHU-1, and AHU-2 \$2,861.00
10. Add connection to Central Vacuum \$391.00
11. Add (11) dedicated receptacles to provide UPS power for the equipment that is not part of the Motorola system \$1,375.00
12. Add (1) additional 4" sleeve as requested by the owner \$196.00
13. Add connection to Smart Row air conditioning (RAH-1A, RAH-1B, RACU-1A, RACU-1B) \$5,831.00

• Reference Sheet E300

14. Add (13) outlet box's and conduit provisions for owner furnished CATV system \$260.00
15. Add fire alarm monitor module for hood suppression system \$540.00

• Reference Sheet E400

VAC



NO CHANGE

16. Credit for "delete MTS-1, portable generator connection, and wiring to owner furnished UPS, feeder to L3C" -\$3,541.00
17. Add feeder from U3A to L3C \$822.00
18. Credit for "delete (6) 30 amp receptacles at data rack" -\$1350.00
 - Reference Sheet 600
19. Credit for feeder from MDPA to L3B -\$802.00
20. Add for feeder from U3A to L3B \$762.00
21. Add feeder to owner furnished UPS \$3,299.00
22. Add feeder from UPS output to Smart Row Panel \$1,657.00
23. Add feeder from UPS to Battery Cabinet \$1,021.00
24. Change the rating for Panel L3B and L3B to UL rated for non linear loads \$300.00
25. Change MDPA from 400 amps to 600 amps \$440.00
26. Change the main feeder to ATS2 from 400 amps to 600 amps \$3920.00
27. Change ATS2 from 400 amps to 600 amps \$2,878.00
28. Change generator 400 amp feeder to 600 amp feeder \$1400.00
29. Change MDPA 400 amp feeder to 600 amp feeder \$950.00
30. Change the rating of the generator from 100KW to 140KW \$20,780.00

Additional Costs	\$62,926.00
<u>Total Credits</u>	<u>-\$10,819.00</u>

Total Cost after credits \$52,107.00

~~-\$10.00~~ Hood is Cool
 \$51,367.⁰⁰

This proposal is valid for Thirty (30) days.
 Thank you for the opportunity to provide our electrical services. Please call our office at 904-396-6689 with any questions.

ADDED DESIGN

THIS PAGE PAGES 3

V·R·L

Architects, Inc.

License #AAC001735

William K. Rinaman, AIA
Stephen F. Lazar, AIA, LEED® AP
Christine R. Hinrichs, AIA.

1449 Palm Avenue
Jacksonville, Florida 32207

Phone 904-723-3895

25 March 2015

Acon Construction Company, Inc.
3653 Regent Boulevard
Jacksonville, FL 32224

Attn: Frank Anderson
Project Manager

Re: Nassau County 911 Call Center
VRL Project#1412

Subject: Additional Services Associated with Added Equipment

Frank:

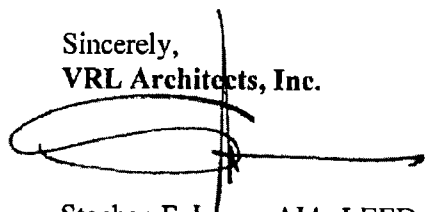
Attached are copies of proposals from Gillette & Associates as well as The Ohmega Group for work related to the above captioned services.

The efforts of VRL Architects consisted of revised templates and Design Team coordination. The following is a summary of our fees.

Gillette & Associates	\$4250.00
The Ohmega Group	\$2600.00
<u>VRL Architects, Inc.</u>	<u>\$1562.00</u>
	\$8412.00

Please advise if you require any additional information.

Sincerely,
VRL Architects, Inc.



Stephen F. Lazar, AIA, LEED AP

VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR NASSAU COUNTY 911 CALL CENTER

PART I - GENERAL				
1. Project Nassau County 911 Call Center, Yulee Florida			2. Proposal No.	
3. Name of Consultant VRL Architects, Inc.			4. Date of Proposal 20 March 2015	
PART II - LABOR RELATED COSTS				
5. Direct Labor VRL Architect, Inc.	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$58.00	6	\$348.00	
Project Manager	\$49.00	0	\$0.00	
Design Engineer/Architect	\$43.00	0	\$0.00	
Design Technician	\$32.00	0	\$0.00	
Drafter	\$18.00	10	\$180.00	
Field Inspector	\$49.00	0	\$0.00	
Clerical	\$20.00	2	\$40.00	
TOTAL DIRECT LABOR		18		\$568.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		150% X Total Direct Labor		\$852.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$1,420.00
8. PROFIT: Labor Related Costs (Item 7)			X 10%	\$142.00
				\$1,562.00
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$0.00
10. SUB-CONTRACTS (Lump Sum)				
Electrical Engineering (The Ohmega Group, LLC)				2,600.00
Mechanical and Civil Engineering (Gillette & Associates)				\$4,250.00
SUB-CONTRACT SUB-TOTAL				\$6,850.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)				\$8,412.00
11. REIMBURSABLE COSTS (Limiting Amount)				
a. Printing				0.00
b. Courier				\$0.00
SUB-TOTAL REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				\$8,412.00



Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

March 18, 2015

Mr. Stephen F. Lazar, AIA
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida

**Re: RFQ NC14-002
911 Call Center – Revision #1 Modifications
Mechanical & Civil Engineering Design
Nassau County, Florida**

Dear Mr. Lazar:

Gillette & Associates, Inc. is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to engineer and permit a new 911 Call Center building for Nassau County, Florida at the Judicial Complex in Yulee, Florida. The following scope of services outlines the tasks proposed as part of this contract. This agreement is made as of the date of signature of this contract between VRL Architects, Inc. (Client) and Gillette & Associates, Inc.

SCOPE OF SERVICES

The Client and Gillette & Associates, Inc. have agreed to a list of Basic Services Gillette & Associates, Inc. will provide listed below:

- Task 1 – Engineering Design – Mechanical
- Task 2 – Engineering Design – Civil

Task 1– Engineering Design – Mechanical

At the direction of the client, Gillette & Associates, Inc. will prepare the necessary mechanical engineering plans and details for revised drawings for the 911 Call Center. All design and layout are based on correspondence and meetings between the design team and Nassau County.

- HVAC Plan Sheets: The HVAC Plan Sheets will include the revised heating, ventilating, and air-conditioning (HVAC) for the new building. These sheets will show the revised location of the equipment, size and routing of the duct work, fan coil units and diffuser and return air location.
- Detail Sheets and Schedules – The Detail Sheets will include necessary sections and details, diffuser schedules, equipment schedules, ASHRAE parameters, design parameters, and calculations required for permit and construction.
- We include Florida Energy Calculations, per Chapter 13 of the Florida Building Code.
- We do not include final test and balance on the new systems. This is assumed to be in the mechanical contractor's scope of work.
- We include all drafting services required to generate complete drawings.
- All design work to be in accordance with the Florida Building Code, Mechanical, 2010, ASHRAE and Nassau County requirements.

- We do not include HVAC/mechanical services for special equipment.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.

Task 2 – Engineering Design – Civil

Gillette & Associates, Inc. shall revise the geometry and drainage plans to reflect the revised comments from Nassau County and other items incurred due to design change.

PROFESSIONAL FEES

Task 1	Engineering Design – Mechanical (fixed fee)	\$ 2,750.00
Task 2	Engineering Design – Civil	<u>\$ 1,500.00</u>
	Total	\$ 4,250.00

FEE SCHEDULE

Upon agreement by both parties, any additional work to be performed outside the scope of services listed within this contract will adhere to the following hourly rates:

Standard Hourly Rates:

Principal.....	\$130.00
Project Manager.....	\$120.00
Sr. Professional.....	\$110.00
Professional.....	\$100.00
Technical.....	\$70.00
Drafting / CADD.....	\$50.00
Clerical.....	\$40.00
Outside Consultants.....	Cost Plus 10%

PAYMENT

A retainer is not required to initiate work on the project and will be applied to the invoicing schedule. Invoicing for the tasks outlined above will be submitted at least once a month and in proportion to the amount of work performed (by percentage on Fixed Fee items) or actual costs (time and materials on Hourly Estimate items). Client shall notify Gillette & Associates, Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable upon receipt. Client's account will be considered delinquent if Gillette & Associates, Inc. does not receive full payment within thirty (30) days after the invoice date. Payment for work completed is not contingent upon receipt of Governmental or other approvals.

If a delinquency by Client occurs, Gillette & Associates, Inc. may choose to suspend work. If such a decision to suspend work is made, Gillette & Associates, Inc. shall notify Client in writing. Gillette & Associates, Inc. may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this agreement are paid in full. If a delinquency by Client occurs and Gillette & Associates, Inc. chooses not to suspend work, no waiver or estoppels shall be implied or inferred. Client agrees and understands that if Gillette & Associates, Inc. decides to so suspend its work, Gillette & Associates, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other party, that may arise from or be related to such a work suspension.

Central Vac Services
10650 Lone Star Rd.
Jacksonville FL 32225

9046410560
vacwerx@msn.com

CENTRAL
VAC

Estimate

DATE
02/16/2015

ESTIMATE #
1065
EXP. DATE

ADDRESS

Nassau County 911 Call Center

ACTIVITY	QUANTITY	RATE	AMOUNT
Vacuflor Hide A Hose System • Vacuflor FC650 Power Unit	1	899.00	899.00
Vacuflor Deluxe Cleaning Kit • Powerhead, Floor Brush, Adjustable Wand, upholstery Tool, Crevice Tool, Dusting Brush, Tool Caddy	1	290.00	290.00
Hide-a-Hose Valves • Wall Valve with Retractable 50' Hose	2	1,050.00	2,100.00

TOTAL

\$3,289.00

+600.00
EX. TAXES

\$ 3889.00

ACCEPTED BY

ACCEPTED DATE

411 Call Center
 STRUCTURAL CHANGES
 for
 Owner Provided Equipment

THIS PAGE
 PLUS 2

Item CSI	Description	Takeoff Qty	Unit	Labor Hours	Labor Rate	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
	Generator Enclosure			128.0	33.19	4,250.21	3,199.18	5,240.00	220.25	215.02	13,124.67
1012	Project Supervision										
1012	Carpenter Foreman	1.0	week	47.1	35.00	1,650.00					1,650.00
1012	Project Supervision Total			47.1	35.00	1,650.00					1,650.00
2210	Building Grading										
2210	Fine Grade Slab on Grade	240.0	sqft	2.4	25.00	60.00					60.00
2210	Hand Trim Continuous Footings	70.0	sqft	0.7	25.00	17.50					17.50
2210	Building Grading Total			3.1	25.00	77.50					77.50
2220	Bldg Excavation										
2220	Excavate Misc by Hand	0.2	cuyd	0.3	25.00	7.62					7.62
2220	Excavate Footing - Backhoe	8.6	cuyd	0.7	25.00	17.28		69.41			86.69
2220	Spread Spoils On-Site	4.7	cuyd	0.1	25.00	2.91		5.81			8.52
2220	Spread Spoils On-Site	0.2	cuyd	0.0	25.00	0.15		0.30			0.45
2220	Bldg Excavation Total			1.1	25.00	27.97		75.31			103.28
2224	Backfilling - Structures										
2224	Backfill - Backhoe	0.2	cuyd	0.0	25.00	0.77		1.49			2.26
2224	Backfill Footings w/ Native	4.0	cuyd	0.8	25.00	14.93		9.59			24.52
2224	Backfilling - Structures Total			0.6	25.00	15.70		11.07			26.77
2230	Bldg Base Course										
2230	Place Base Course SOG by Hand	11.9	cuyd	4.7	25.00	118.52					118.52
2230	Base Course - Granolithic Materials	11.9	cuyd				150.28				150.28
2230	Bldg Base Course Total			4.7	25.00	118.52	150.28				268.79
2830	Fences & Gates										
2830	Special Fencing Cover	800.0	lsum					800.00			800.00
2830	Fences & Gates Total							800.00			800.00
3115	Forms - Continuous Footing										
3115	Continuous Footing Forms	62.7	sqft	5.5	30.00	164.32	140.81				305.13
3115	Form Continuous Footing Steps		sqft		30.00						
3115	Strip Continuous Footing Forms	62.7	sqft	0.8	25.00	20.37					20.37
3115	Forms - Continuous Footing Total			6.3	29.35	184.69	140.81				325.50
3125	Forms - Slab on Grade										
3125	Concrete Slab Edge Forms 2x8		lft		25.00						
3125	Form SOG Thickened Edge	20.0	sqft	2.0	30.00	60.00	42.80				102.80
3125	Strip Concrete Slab Forms	20.0	lft	0.4	25.00	10.00					10.00
3125	Form & Strip SOG Const Joint-8"		lft		25.00						
3125	Forms - Slab on Grade Total			2.4	29.17	70.00	42.80				112.80
3135	Forms - Walls										
3135	Wall Formwork	93.2	sqft	4.7	30.00	139.80	157.07				296.87
3135	Strip Wall Formwork	93.2	sqft	2.3	25.00	58.25					58.25
3135	Forms - Walls Total			7.0	28.33	198.05	157.07				355.12
3210	Concrete Reinforcement										
3210	Install Resteel Foundation & Slab #3-#7	0.6	ton	7.2	30.00	217.39	726.90			14.15	958.44
3210	Concrete Reinforcement Total			7.2	30.00	217.39	726.90			14.15	958.44
3310	Concrete - Continuous Footings										
3310	Footing Concrete 3000 psi	3.7	cuyd				445.65				445.65
3310	Place Continuous Footing Concrete - 32 meter Boom	3.7	cuyd	0.5	35.00	16.71		43.43		7.35	67.48

Item CSI Description	Takeoff Qty	Unit	Labor Hours	Labor Rate	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
3310 Concrete - Continuous Footings Total			0.5	35.00	16.71	445.65		43.43	7.35	513.14
3314 Concrete - Slab on Grade										
3314 Slab Concrete 4000 psi	6.5	cuyd				771.89				771.89
3314 Place Slab on Grade Concrete - 28 meter Boom (95 ft)	6.5	cuyd	4.0	35.00	140.00			63.01	16.36	219.37
3314 Concrete - Slab on Grade Total			4.0	35.00	140.00	771.89		63.01	16.36	991.26
3318 Concrete - Walls										
3318 Wall Concrete 3000 psi - Peagravel	1.2	cuyd				148.86				148.86
3318 Place Wall Concrete Direct Chute	1.2	cuyd	1.0	35.00	35.00					35.00
3318 Concrete - Walls Total			1.0	35.00	35.00	148.86				183.86
3351 Finishes - Misc										
3351 Finish Top of Footing	70.0	sqft	0.4	35.00	14.70					14.70
3351 Finish Top of Wall	20.0	lnft	0.6	35.00	21.00					21.00
3351 Sawcut Joints - 2" Depth		lnft								
3351 Finishes - Misc Total			1.0	35.00	35.70					35.70
3352 Finishes - Slabs										
3352 Steel Trowel Finish	240.0	sqft	2.6	35.00	89.73			27.43		117.16
3352 Screens - Slab on Grade	240.0	sqft	1.0	35.00	36.44	5.14				41.58
3352 Finishes - Slabs Total			3.6	35.00	126.17	5.14		27.43		158.73
3354 Plug Patch and Sack										
3354 Plug & Patch Walls Columns & Beams	93.2	sqft	1.4	35.00	48.93	5.24				54.17
3354 Plug Patch and Sack Total			1.4	35.00	48.93	5.24				54.17
3355 Concrete Curing										
3355 Resin Based Curing Compound 5 Gal. Pail	240.0	sqft	0.3	25.00	7.88	9.49				17.37
3355 Concrete Curing Total			0.3	25.00	7.88	9.49				17.37
4100 Masonry Mortar										
4100 Grout Cell Fill	1.6	cuyd	4.6	35.00	160.00	178.07				338.07
4100 Standard Type "S" Mortar Mix	4.1	bag				43.34				43.34
4100 Sand	0.5	cuyd				17.02				17.02
4100 Masonry Mortar Total			4.6	35.00	160.00	236.42				396.42
4165 Reinforcement & Ties										
4165 Ladder Type Rein 8 IN. Std Wt Galv	150.0	lnft				27.61				27.61
4165 Reinforcement & Ties Total						27.61				27.61
4205 CMU Block										
4205 Labor Standard CMU - 8 x 8 x 16	225.0	each	32.0	35.00	1,120.00					1,120.00
4205 Standard CMU - 8 x 8 x 16	225.0	each				331.03			177.17	508.20
4205 CMU Block Total			32.0	35.00	1,120.00	331.03			177.17	1,628.20
5100 Steel Materials										
5100 Galvanized Structural Steel Framing	0.7	tons					2,940.00			2,940.00
5100 Steel Materials Total							2,940.00			2,940.00
9200 Lath and Plaster										
9200 EIFS Finish	200.0	sqft					1,500.00			1,500.00
9200 Lath and Plaster Total							1,500.00			1,500.00
UPS Fondation			9.9	30.20	298.74	655.71			12.00	968.45
3102 Formwork Accessories										

Item CSI	Description	Takeoff Qty	Unit	Labor Hours	Labor Rate	Labor Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
3102	Chamfer Strip 3/4"	27.3	linf	0.3	30.00	9.21	3.07				12.28
3102	Formwork Accessories Total			0.3	30.00	9.21	3.07				12.28
3145	Forms - Rectangular Column										
3145	Form Rect Column w/Col Clamps to 8' - 4 Use	41.0	sqft	3.1	30.00	92.25	21.94				114.19
3145	Strip Rectangular Plywood Column Forms	41.0	sqft	1.2	25.00	30.36					30.36
3145	Forms - Rectangular Column Total			4.3	28.58	122.61	21.94				144.54
3211	Rebar - Footings										
3211	Install Resteel Foundation & Slab #3-#7	0.2	ton	3.7	30.00	110.40	256.80			12.00	379.20
3211	Rebar - Footings Total			3.7	30.00	110.40	256.80			12.00	379.20
3320	Concrete - Columns										
3320	Place Column Concrete Direct Chute	2.5	cuyd	1.0	35.00	35.00					35.00
3320	Concrete - Columns Total			1.0	35.00	35.00					35.00
3336	Concrete - Misc.										
3336	Misc. Concrete 4000 psi - Peagravel	2.5	cuyd				371.60				371.60
3336	Concrete - Misc. Total						371.60				371.60
3357	Plug Patch and Sack										
3357	Plug & Patch Walls Columns & Beams	41.0	sqft	0.6	35.00	21.53	2.30				23.83
3357	Plug Patch and Sack Total			0.6	35.00	21.53	2.30				23.83
	Grand Total			137.9		4,548.95	3,854.89	5,240.00	220.25	227.02	14,091.11

COMBINED
447

ADDED SCOPE b/w IF

OWNER PROVIDES EQUIPMENT

Project: Nassau County Emergency Call Center SmartRow

THIS CONSTITUTES

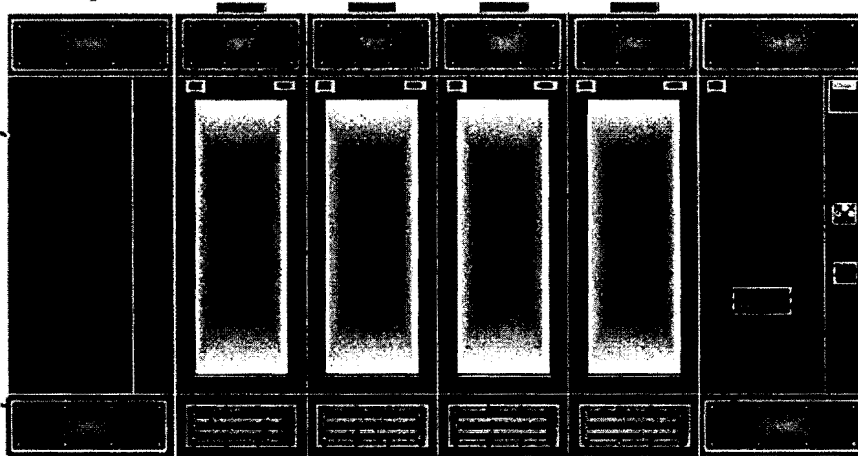
Summary of Installation requirements for Liebert equipment – The following is only a summary of the tasks required for a complete assembly and installation.

THE
CHANGES

The SmartRow™ assembly will be completed by Conditioned Air & Power

- Assemble base foundation unit
 - Assemble all racks
 - Assemble all enclosures
 - Secure all assemble components to form the SmartRow enclosure system
- When assembly is completed the Smartrow system will look similar to below drawing

NEEDED ...
FOLLOWING
PAGES CONTAIN
ACTUAL
EQUIP
PURCHASE



Installation Summary Requirements by others

Mechanical Installation Summary (as applicable and by others):

1. Place condenser unit at location per engineering drawing
2. Complete entire wiring requirement of condenser unit per manufacturer specifications and Challenger unit located within the SmartRow system
3. Provide and install refrigerant line set with connections for each Challenger and corresponding condenser unit contained within the SmartRow system
4. Provide and install drain line that connects to nearest available drain.
5. Provide and install shut off valve at connection point.
6. Provide and install humidifier supply line that connects to nearest available domestic water source. Provide and install shut off valve at connection point.
7. Charge all units with refrigerant as required

After mechanical installation has been completed the units should be ready for operation

Warranty inspection Services for Challenger units to be completed with mechanical contractor present – To be completed by Conditioned Air and Power and mechanical contractor

- Ensure all piping and clamps secure on base and condenser unit
- Review pitched of all lines are installed per manufacture specifications
- Check all electrical connections
- Record voltage readings
- Ensure unit is charged
- Check to ensure unit works properly

Electrical Installation (as applicable and by others):

1. Install APM UPS system per manufacturer requirements
2. Provide and install internal electrical connections between the APM UPS system and the SmartRow
3. Supply and install all branch breakers, whips and wiring for all rack equipment with the proper connection for rack power strip connection within the SmartRow
4. *Connect the Backup Fans, Backup Fan controls and the Liebert DCR controls to a UPS power source*
5. Do not energize the UPS

UPS Start-up Services for UPS completed by Liebert employee

- Start-up includes one site trip by a LGS customer engineer after the UPS has been installed
- UPS module non-powered inspection
- UPS electrical and operational checkout
- Customer general operation training

Conditioned Air & Power

11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246
PH: (904) 642-3369

RACKS
THIS PAGE
PWS 5



February 19, 2015

Gary Gaskil
Project: New Data Center SmartRow
Quote: Q02246344

Gary,

Every effort has been taken to ensure the accuracy of this quote. However, in the event that there was an oversight in our review of the required specifications that would change the items listed within this quote or significantly increase the cost, we do reserve the right to make the necessary corrections along with adding any cost increases.



Intelligent, integrated infrastructure in a self-contained line-up

This unique space-saving and cost-saving solution combines the industry's finest cooling, infrastructure management, and power technologies in a self-contained environment ready for rapid deployment.

SmartRow™ is ideally suited for environments where a dedicated room with specialized power or cooling isn't possible, practical or cost-effective.

- Fire Suppression more cost effective than complete room support
- Sealed and secure network rack cabinets
- Quiet Operation – Supports ability for personnel to occupy adjacent space
- Energy efficient – Cooling control for the IT equipment not the whole room
- No special construction to room ie: no vapor sealing or sound proofing required
- May not be considered a Leasehold Improvement – quicker depreciation
- Easily relocatable and expandable
- N+1 Cooling available
- Air volume to each rack adjustable to meet load of each rack

Quantity (1) Liebert DCR Model DRA04ABCBAAXX

- 36kW closed architecture system
- Quantity (4) Knurr DCM 42U Cabinets
 - (1) Model DK7C562DCR1 with 2 Side Panels
 - (3) Model DK7C563DCR1 with a Partition Panel
- Unit dimensions: Height 42U / 2000mm, Width 700mm, Depth 1200mm
- Sealed Cabinets with Lexan Front Door and Solid Rear Door
- Top Plate Modified for Return Air Support and Base Modified for DCR Mounting
- Polished Aluminum Extruded Frame
- 2 Sets of EIA rails, Front and Rear with Vertical Blanking Panels
- (1) Fixed Full Height 4" wide Rack PDU Mounting Bracket

- Door Handles with Push Lock Inserts
- EIA Grounding Kit

(2) Model BF067ADCD00DCR2 Liebert Challenger 3000 Environmental Control System

- Nominal 5 ton Downflow System, 208V 60Hz (cooling system only), Air Cooled Unit.
- One Digital Scroll Compressor with Unloading Solenoid Valve
- Liebert iCOM Microprocessor with Large Graphic Display
- Display Language is English
- Factory Balanced Evaporator Motor and Blower Package
- Intellislot Web Card (IS-WEBLBDs): Delivers SNMP and Web-management communication capabilities - Qty 1 per Unit
- No Reheat, No Humidifier
- One (1) Condensate Pump – Factory installed
- One (1) Liquitect Mounted on the Bottom of the Unit. Factory wired
- Piping Connections Exit from bottom of Unit
- iCOM Controls Provided with Additional Temperature Sensor
- Normal Return Air Control with a Separate Temp Sensor in the Supply Air

(2) Model TCSV104-Y Variable Frequency Drive Control Condenser

- 95F Ambient, 208V 60Hz (cooling system only)
- Includes factory-Wired condenser disconnect switch
- Cooling Systems Services Include:
 - Comprehensive 1 year parts and labor
 - Warranty Inspection

(1) Model WO-232521-500 DCR Control Panel and Fire Suppression System

- Solid Front Door
- Heavy duty steel construction, painted black
- 120/208V/3ph/60Hz 30 Pole 225 amp Load Distribution Center
- One (1) Fike ECARO Control UL Listed Fire Detection and Suppression System:
 - SHP Control Panel
 - One (1) Relay Module, Battery Assembly (12) AH
 - 1 Duct Detectors and Duct Detector Sample Tubes
 - One (1) Horn/Strobe, Manual Release, System Abort Switch. Caution Sign, Flashing Light Sign, Manual Discharge Sign, System Abort Sign
 - 35 lb. Agent Storage Container with Mounting Bracket and Solenoid
 - 1 1" Nozzle with Associated Pipe, Fittings and Mounting Assemblies
 - 21 lbs. ECARO Manufactured by DuPont

DCR Control Panel and Fire Suppression System Services Include:

- Onsite Commissioning By local Fike Authorized Service Agent

Note: The Fire Suppression System is designed to supplement the existing building systems and is to be used in conjunction with existing fire detection/suppression systems and sprinkler systems. The system is factory assembled and functionally tested prior to shipment. It is built to meet all national codes. These test reports are available on request. However, the local Fire Marshall may apply additional requirements; if modifications are required this may incur additional cost.

(1) Model WO-232521-600 DCR Control Panel Shell

- Solid Front Door
- Heavy duty steel construction, painted black
- Included with redundant precision cooling option

(4) Model WO-232521-101 DCR Base Plenum – Rack

- Acoustic and Thermal Insulation
- Air Balancing Dampers – Manual Adjustment
- Atmospheric Dampers for Back Up Ventilation

- Leveling feet (Provided from the Liebert DCM racks)
- Removable Rear Access Plates for Cable Routing
- Removable End Panels to Allow for Future Expansion

(4) Model WO-232521-200 DCR Top Plenum with Back-up Fan System - Rack

- Cable Pass through Flanges
- Removable End Panels to Allow for Future Expansion
- Back-Up Fan System
 - In-line Fans – Nominally rated for 3300 CFM per system
 - Thermostatically Controlled per Rack Discharge Air
 - 120V/1ph/60Hz powered from DCR Control Panel and Fire Suppression System or UPS system (if provided)
 - Adjustable Sleeve for Ceiling Discharge Interface

(2) Model WO-232521-300 DCR Base Plenum - Challenger

- Acoustic and Thermal Insulation
- Removable Access Plates for Cable Routing
- Leveling feet (Provided from the Liebert Challenger)

(2) Model WO-232521-400 DCR Top Plenum - Challenger

- Removable Access Plates for Cable Routing
- Acoustic and Thermal Insulation

Knurr DCM Cabinet Accessories - Ship Loose:

- Quantity (1) 1U Tool-less Blanking Panel (pack of 10)
- Quantity (5) 2U Tool-less Blanking Panel (pack of 5)
- Quantity (8) 18U Vertical Cable Management Fingers Plate (set of 2)
- Quantity (8) 2000mm (42U) Full Height Power Strip Mounting Bracket 4 inches wide - with hardware to mount in the cabinet

Assembly

- Assemble of SmartRow only
- All cooling installation and power connections by others

Exclusions:

- Cooling units are not installed
- Breakers and Power Cabling for the Load Distribution Center in the Control Panel and Fire Suppression System
- Interconnect to Building Fire Detection System
- Optional Strobe at entrance to room connected to Fike panel in Liebert DCR
- Applicable Engineering and Permits



SmartRow™

Item Sub Total Price: USD \$110,580.25

Liebert MPH - Managed Rack PDUs - ALL Systems

All Liebert MPH systems are provided with a factory integrated Rack PDU Card (RPC-1000) that provides web based remote monitoring via a direct IP network connection. Local display monitoring is provided via the Basic Display Module (RPC BDM) and integrated audible alarm.

Liebert MPH-NB and EB series Rack PDUs provide local and remote monitoring of individual PDU volts, amps, watts, and kilowatt-hours.

(8) Liebert Model MPH-NBV27AXXC30

- 120VAC-Single Phase Input / Output - Vertical Form Factor
- Twenty-seven NEMA 5-15/20 receptacles
- 20 Amp rated
- Locking NEMA L5-20P input

RPC Basic Display Module (RPC BDM): The RPC BDM provides local display of electrical status for all connected Liebert MPH systems. Display information is simply accessed via a navigation switch on the RPC BDM. The RPC BDM is cable connected to the Liebert RPC allowing the user to locate the display to suit local reading requirements. A 2 meter cable and general mounting provisions are provided.

RPC Basic Display Module (RPC BDM) - Includes:

- (8) Liebert Model RPCBDM-1000, Rack PDU Basic Display module, 2 meter RPC-1000 connection cable

Item Sub Total Price: USD \$4,018.56

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- Liebert standard Terms & Conditions apply (see attached, T&C's available at <http://www.liebert.com/purchaseagreement.htm>)
- Please address Purchase Orders to:

**Liebert Corporation
c/o Conditioned Air & Power, Inc.
11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246**

Total Price For SmartRow and MPH Rack PDUs –

Including Freight But NOT TAX USD \$114,598.81

Jeff Quick
Account Representative

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. TAXES: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to Buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other

than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 6. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/mol?client=0900. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requisits, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are

established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2013

Conditioned Air & Power

11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246
PH: (904) 642-3369

UPS
THIS PAGE PLUS
5



January 6, 2015

Gary Gaskil
Project: New Data Center Upgrade
Quote: Q02246344

Gary,

Every effort has been taken to ensure the accuracy of this quote. However, in the event that there was an oversight in our review of the required specifications that would change the items listed within this quote or significantly increase the cost, we do reserve the right to make the necessary corrections along with adding any cost increases.

One (1) 30 kVA / 30 kW Liebert APM Three Phase UPS - Model NRB40CCSAHA3Y32

- System Input Voltage 208/120 VAC (3 Phase, 4 wire plus ground)
- System Output Voltage 208/120 VAC (3 Phase, 3 or 4 wire plus ground)
- UPS frame designed for and scalable from 15 kVA to 45KVA
- Internal battery system to conserve floor space
- Single Input or Dual input (208V systems only), true on-line, double conversion
- Pulse-width modulated (PWM) rectifier
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- Pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Digital Signal Processing (DSP) based monitoring and control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Three (3) IntelliSlot™ Communication Ports
- Air flow is from front to top (requires 24 inch clearance above unit)
- IP 20 enclosure
- Casters and leveling feet
- Meets ISTA transportation requirements
- FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778
- Withstand rating: 65kAIC
- (1) IntelliSlot Network Communication Card – Offers a web interface to monitor the UPS and allows you to select and configure two of the available third party protocols – SNMP, Modbus or BACnet for interfacing to Building Management Systems.

Internal Battery System

- Provide 21 minutes
- Includes two strings of EnerSys DataSafe HX150-FR VRLA batteries, to save external floor space
- Internal battery system provides a disconnecting means for servicing

APM Bypass Distribution Cabinet - model NRMB0C4C0RA00CH

- Front Access service design
- Three breaker wrap-around maintenance bypass with interlock by solenoid key release (SKRU)

- Shipped separately and include interconnecting cables for bolting the MBP-T cabinet to the right side of the UPS

•
UPS System Start-up Services

- Start-up includes one site trip by a LS customer engineer after the UPS has been installed
- A complete non-powered inspection
- UPS electrical and operational checkout
- Includes remedial onsite labor, parts, and travel for the full one-year warranty period
- Startup is scheduled at the customers designated time

Item Sub Total Price: USD \$33,955.86

One (1) 30 kVA / 30 kW Liebert APM Three Phase UPS - Model NRB40CCSAHA3Y32

- System Input Voltage 208/120 VAC (3 Phase, 4 wire plus ground)
- System Output Voltage 208/120 VAC (3 Phase, 3 or 4 wire plus ground)
- UPS frame designed for and scalable from 15 kVA to 45KVA
- Internal battery system to conserve floor space
- Single Input or Dual input (208V systems only), true on-line, double conversion
- Pulse-width modulated (PWM) rectifier
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- Pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Digital Signal Processing (DSP) based monitoring and control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Three (3) Intellislot™ Communication Ports
- Air flow is from front to top (requires 24 inch clearance above unit)
- IP 20 enclosure
- Casters and leveling feet
- Meets ISTA transportation requirements
- FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778
- Withstand rating: 65kAIC
- (1) Intellislot Network Communication Card – Offers a web interface to monitor the UPS and allows you to select and configure two of the available third party protocols – SNMP, Modbus or BACnet for interfacing to Building Management Systems.

One (1) External Battery Cabinet System - model number NRBP4UX1L1A0044

- Provide 62 minutes
- UPS includes two strings of EnerSys DataSafe HX150-FR VRLA batteries
- Battery Cabinets are shipped separately and include interconnecting cables to allow the battery cabinet to be bolted to the left side of the UPS module

APM Bypass Distribution Cabinet - model NRMB0C4C0SA00AG

- Front Access service design
- Three breaker wrap-around maintenance bypass with interlock by solenoid key release (SKRU)
- Shipped separately and include interconnecting cables for bolting the MBP-T cabinet to the right side of the UPS

UPS System Start-up Services

- Start-up includes one site trip by a LS customer engineer after the UPS has been installed

- A complete non-powered inspection
- UPS electrical and operational checkout
- Includes remedial onsite labor, parts, and travel for the full one-year warranty period
- Startup is scheduled at the customers designated time

Item Sub Total Price: USD \$45,493.26

One (1) 45 kVA / 45 kW Liebert APM Three Phase UPS - model NRC40CCSAHA3Y35

- System Input Voltage 208/120 VAC (3 Phase, 4 wire plus ground)
- System Output Voltage 208/120 VAC (3 Phase, 3 or 4 wire plus ground)
- UPS frame designed for and scalable from 15 kVA to 45KVA
- Internal battery system to conserve floor space
- Single Input or Dual input (208V systems only), true on-line, double conversion
- Pulse-width modulated (PWM) rectifier
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- Pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Digital Signal Processing (DSP) based monitoring and control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Three (3) Intellislot™ Communication Ports
- Air flow is from front to top (requires 24 inch clearance above unit)
- IP 20 enclosure
- Casters and leveling feet
- Meets ISTA transportation requirements
- FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778
- Withstand rating: 65kAIC
- (1) IntelliSlot Network Communication Card – Offers a web interface to monitor the UPS and allows you to select and configure two of the available third party protocols – SNMP, Modbus or BACnet for interfacing to Building Management Systems.

APM Battery Cabinet System - model number NRBP4XX1L1A0044

- 1 x 900mm external cabinet
- Rated to provide 47 minutes
- Includes two strings of EnerSys DataSafe HX150-FR VRLA batteries, to save external floor space
- Internal battery system provides a disconnecting means for servicing
- Battery Cabinets are shipped separately and include interconnecting cables to allow the battery cabinet to be bolted to the left side of the UPS module

Liebert APM Bypass Distribution Cabinet, model NRMB0C4C0RA00CR, with the following features:

- Front Access service design
- Casters and leveling feet
- Three breaker wrap-around maintenance bypass with interlock by solenoid key release (SKRU)
- Shipped separately and include interconnecting cables for bolting the MBP-T cabinet to the right side of the UPS

UPS System Start-up Services

- Start-up includes one site trip by a LS customer engineer after the UPS has been installed
- A complete non-powered inspection
- UPS electrical and operational checkout
- Includes remedial onsite labor, parts, and travel for the full one-year warranty period
- Startup is scheduled at the customers designated time

Total Price Including Freight But NOT TAX

USD \$51,646.37

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- Liebert standard Terms & Conditions apply (see attached, T&C's available at <http://www.liebert.com/purchaseagreement.htm>)
- Please address Purchase Orders to:

**Liebert Corporation c/o Conditioned Air & Power, Inc.
11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246**

Jeff Quick
Account Representative

Libert Corporation
TERMS AND CONDITIONS OF SALE

Libert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. TAXES: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other

than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 6. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/moi?client=0900. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable Import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are

established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

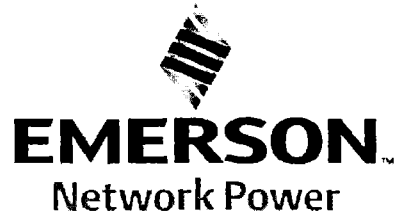
Liebert Corp Terms & Conditions Rev 2013

Conditioned Air & Power



11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246
PH: (904) 642-3369

LABOR WARRANTY
for
UPS



WE ARE ONLY

TAKING

1300⁰⁰

OR
FOR

UPS WARRANTY
LABOR ONLY

ALL ELSE
ON THE
PERMITS
IN SCOPE
OR N/A
FRAM

Proposal for Service

Emerson Network Power | Liebert Services

Mar 16, 2015

NASSAU COUNTY COURTHOUSE

WILL BE UNDER

ACOR

Mar 16, 2015

NASSAU COUNTY COURTHOUSE

Dear Gary Gaskill,

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (904) 642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,
David Levy
Conditioned Air & Power
11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246

PHONE (904) 642-3369
FAX (904) 645-0355
EMAIL david@condap.com

UPS and Cooling Services:

- Liebert Service is your only choice for factory direct services on your Liebert Precision Cooling and UPS products including; equipment start-ups, preventive maintenance, emergency service, legacy control upgrades, energy efficiency upgrades and site assessments.

Standard Maintenance Contracts :

Description	Coverage Type (Coverage Dates)	Coverage Amount
Challenger Air Units <i>(after warranty expiration)</i>	PREFERRED (7x24 hour coverage)	\$2,539.60 <i>per unit</i>
Challenger first year <i>Labor only</i> (parts covered with warranty)	PREFERRED (7x24 hour coverage)	\$650.00 <i>per unit</i>
APM UPS (after warranty expiration)	PREFERRED (7x24 hour coverage)	\$8,181.33 <i>per unit</i>

Price does NOT include any applicable taxes

PRECISION COOLING SERVICES (FLOORMOUNT, CEILING, WALLMOUNT & HEAT REJECTION) SCOPE OF WORK

YJ – PREFERRED FULL SERVICE (2 PM'S)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Condenser coil will be brush cleaned and sprayed using hose and nozzle connected to local water source. Chemical cleaning of the coil can be performed on a time and material basis.
- Includes (2) PM inspections scheduled by the customer 7 days/week, 24 hours/day (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% labor and travel coverage for emergency service 7 days/week, 24 hours/day (within the 48 contiguous states).
- Includes 100% parts coverage (excluding piping external from the unit, replacement of outdoor condensing unit, components showing physical damage, component failure due to irregular voltage conditions, pumps external to the unit, fire suppression system, network panels external to the unit, and leak detection panels) Rental of temporary spot coolers is also excluded.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Performed by Liebert Factory Trained Technicians.
- Prior to acceptance of full service contract, all applicable equipment must be inspected and brought up to a minimum service level. This work is completed outside the full service contract and is performed on a time and material basis.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

Maintenance Includes:

Filters

Check for restricted airflow.
Replace air filters as needed
Examine filter switch.
Wipe entire section clean.

Blower Section

Verify that impellers are free of debris and move freely.
Check belt for condition and proper tension.
Replace belts as needed.
Verify that the bearings are in good condition.
Check the fan safety switch for proper operation.
Check the pulleys and motor mounts for tightness and proper alignment.

Air Cooled Condenser (If Applicable)

Verify condenser coil cleanliness

Brush clean and spray using hose and nozzle connected to local water source (if local water source is available)

Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a time and material basis.

Examine motor mounts for tightness. Tighten if necessary.

Verify that the bearings are in good working order.

Confirm that the refrigerant lines are properly supported.

Water/Glycol Condenser (If Applicable)

Check cleanliness of copper tubing.

Confirm that the water regulating valves are functioning properly.

Check the glycol solution level.

Check glycol freeze protection level

Check for water/glycol leaks.

Glycol Pump

Examine for any glycol leaks.

Determine proper pump operation.

Steam Generating Humidifier (If Applicable)

Check the canister for any deposits.

Check the condition of all steam hoses.

Examine the water make-up valve for any leaks.

Check and adjust potentiometers for optimal performance

Infrared Humidifier (If Applicable)

Check the pan drain for any type of blockage. Examine the humidifier lamps for proper operation.

Check the pan for any type of mineral deposits.

Refrigerant Cycle/Section

Examine refrigerant lines for leaks or damage.

Using the sight glass, check lines for moisture.

Monitor suction pressure.

Monitor head pressure.

Monitor discharge pressure.

Check superheat.

Electric Panel, Controls, and Ancillary Items

Check fuses

Check electrical connections

Check contactors for pitting

Using microprocessor controls, ensure proper operation of the unit components

Inspect leak detection cabling (if connected to unit)

Chilled water units - additional checks (if Applicable):

Inspect chilled water valve and actuator for proper operation.

Adjust/ tighten linkage if necessary.

Inspect internal chilled water piping and coil for leaks.



Proposal for Service

Order Number: _____

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr
Westerville OH 43082
FID# 43-1798453

Payment remittance address:
Emerson Network Power, Liebert Services, Inc.
PO Box 70474
Chicago, IL 60673

PO should be e-mailed or faxed with signed proposal to:
Emerson Network Power, Liebert Services, c/o DAVID LEVY
Attn: DAVID LEVY
Email: david@condap.com
Fax: (904) 645-0355

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO NOT attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____

Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: _____
DAVID LEVY Date

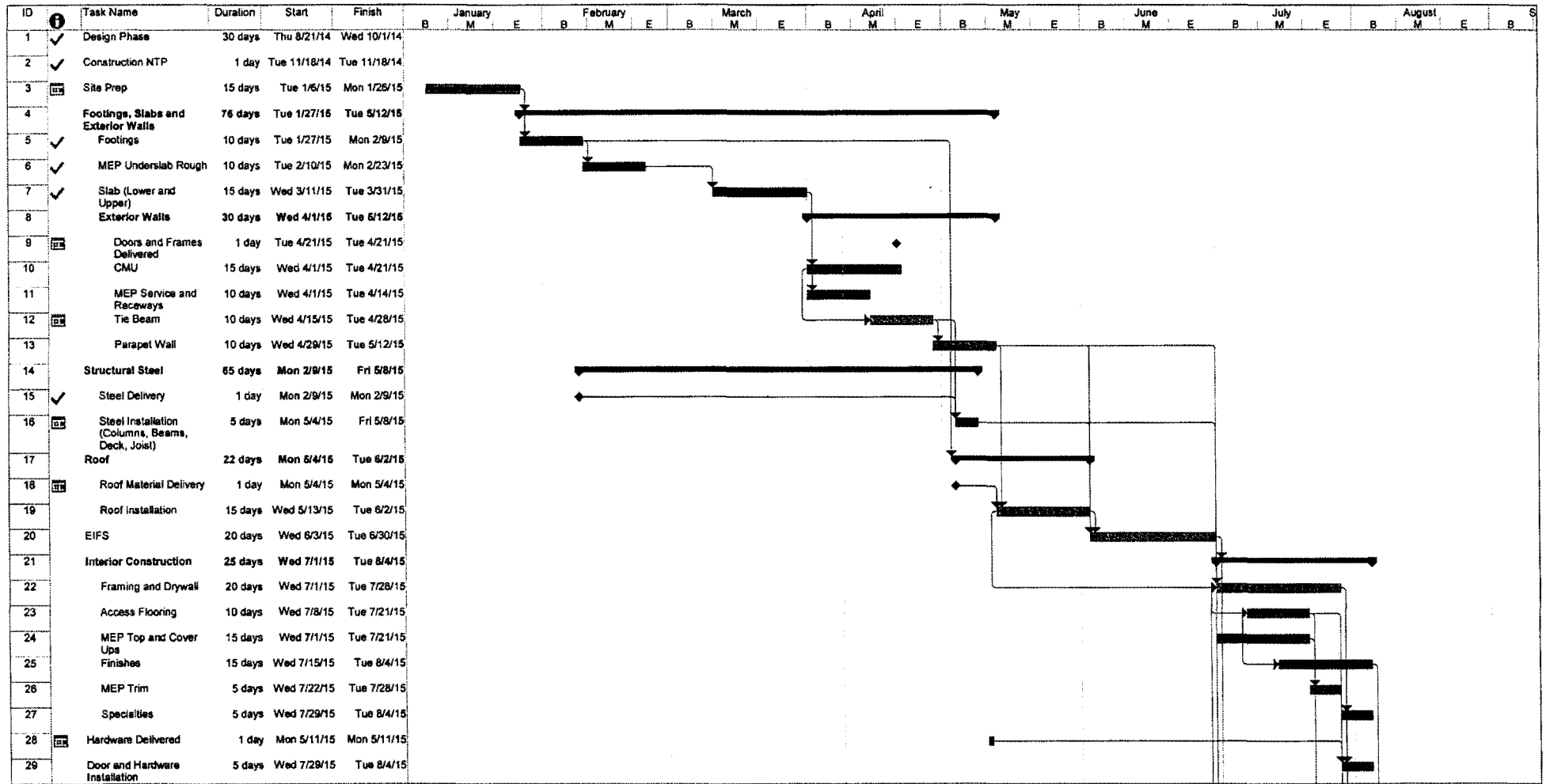
Accepted By: _____
Buyer Signature Required Date

Printed Name Title Phone

Charlotte Young

From: Frank Anderson <fanderson@aconcci.com>
Sent: Thursday, April 16, 2015 10:14 AM
To: Bob Knott; 'Clark, John'; Charlotte Young
Subject: Latest Schedule
Attachments: 911 sched april 2015.pdf

This is the latest schedule we need to use for planning purposes.



Project: 911 Call Center Sched Apr 20
Date: Thu 4/9/15

Task		Rolled Up Milestone		Inactive Task		Manual Summary Rollup		Progress	
Critical Task		Rolled Up Progress		Inactive Milestone		Manual Summary		Deadline	
Milestone		Split		Inactive Milestone		Start-only			
Summary		External Tasks		Inactive Summary		Finish-only			
Rolled Up Task		Project Summary		Manual Task		External Tasks			
Rolled Up Critical Task		Group By Summary		Duration-only		External Milestone			

ID	Task Name	Duration	Start	Finish	B	January	M	E	B	February	M	E	B	March	M	E	B	April	M	E	B	May	M	E	B	June	M	E	B	July	M	E	B	August	M	E	B	S		
30	Owner Consoles and Communications Equipment Delivered	1 day	Wed 7/22/15	Wed 7/22/15																																				
31	Consoles and Communications Equipment Installed	20 days	Wed 7/29/15	Tue 8/25/15																																				
32	Owner Equipment Started Up by Owner & Tested	15 days	Wed 8/26/15	Tue 9/15/15																																				
33	Site Completion	25 days	Wed 7/1/15	Tue 8/4/15																																				
34	First Worklist	10 days	Wed 8/5/15	Tue 8/18/15																																				
35	Punchlist	10 days	Wed 8/19/15	Tue 9/1/15																																				

Project: 911 Call Center Sched Apr 20
Date: Thu 4/9/15

Task		Rolled Up Milestone		Inactive Task		Manual Summary Rollup		Progress	
Critical Task		Rolled Up Progress		Inactive Milestone		Manual Summary		Deadline	
Milestone		Split		Inactive Summary		Start-only			
Summary		External Tasks		Inactive Summary		Finish-only			
Rolled Up Task		Project Summary		Manual Task		External Tasks			
Rolled Up Critical Task		Group By Summary		Duration-only		External Milestones			