



ERIC McPHERSON, Chairperson
ANDY MEISNER, Vice-Chairperson &
O.C. Treasurer
DONALD SNIDER, Secretary
JAMELE HAGE
DAVID COULTER, O.C. Executive

AGENDA

Wednesday, January 8, 2020
9:00 a.m.

Public Works Building
Facilities Management Conference Room, 1st Floor
One Public Works Drive
Waterford, MI 48328

1. Roll Call
2. Approval of Agenda – **Committee Action Required**
3. Approval of Minutes – **Committee Action Required**
4. Comments from Public
5. Introduction of New Bond Counsel and Municipal Advisor – **Informational**
6. Discussion of 2020 Financings of 911 Radios & Refunding Opportunities – **Informational**
7. Election of Officers – **Committee Action Required**
8. Animal Shelter Project (pages **1** thru **15**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **1** thru **4**) – **Informational**
 - b) Change Order #1 Limbach – Revised (page **5**) – **Informational**
 - c) Change Order #1 Johnson Controls - Revised (page **11**) – **Informational**
 - d) Animal Shelter Change Orders Memo (page **15**) – **Informational**
9. Infrastructure – IT Projects (pages **16** thru **20**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **16** thru **18**) – **Informational**
 - b) Invoice(s) Steam Tunnel Project (page **19**) – **Committee Action Required**
10. Other Business
11. Adjourn until next regular meeting on **Wednesday, February 12, 2020**



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
10000002199
 (as of December 31, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
BLDCO - Building Construction				
702000 - Salaries		0.00	13,079.09	
730352 - Construction		0.00	13,236,393.32	
730520 - Design Fees		0.00	1,590.00	
773535 - Info Tech CLEMIS		0.00	200.59	
777560 - Radio Communications		0.00	3,599.06	
Building Construction TOTALS				
13,429,604.00	0.00	13,254,862.06	\$174,741.94	
CONT - Contingency				
730359 - Contingency		0.00	77,560.00	
730520 - Design Fees		0.00	3,660.00	
Contingency TOTALS				
94,000.00	0.00	81,220.00	\$12,780.00	
FM_CONSTR_DOCS - Construction Documents				
730520 - Design Fees		0.00	847,608.85	
Construction Documents TOTALS				
820,000.00	0.00	847,608.85	(\$27,608.85)	
FM_DESIGN_DEV - Design Development				
702000 - Salaries		0.00	215.25	
Design Development TOTALS				
0.00	0.00	215.25	(\$215.25)	
FM_PRELIM_PLNG - Preliminary Planning				
702000 - Salaries		0.00	77.26	
Preliminary Planning TOTALS				
0.00	0.00	77.26	(\$77.26)	
FRINGE_BENEFITS - Fringe Benefits				
722000 - Fringe Benefits		0.00	8,600.75	
Fringe Benefits TOTALS				
0.00	0.00	8,600.75	(\$8,600.75)	
FURNISHINGS - Furnishings				
760160 - Furniture and Fixtures		0.00	112,402.83	
Furnishings TOTALS				
105,000.00	0.00	112,402.83	(\$7,402.83)	
GLB - GL Balance Sheet				
730352 - Construction		0.00	214.45	
GL Balance Sheet TOTALS				
0.00	0.00	214.45	(\$214.45)	
LEGAL - Legal and Financial				
731073 - Legal Services		0.00	117,337.50	
731528 - Publishing Legal Notices		0.00	1,850.75	
793938 - Discount on Bonds		0.00	23,432.54	
Legal and Financial TOTALS				
250,000.00	0.00	142,620.79	\$107,379.21	
MAT - Storeroom Materials Only				



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
10000002199
 (as of December 31, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
775754 - Maintenance Department Charges		0.00	486.08	
Storeroom Materials Only TOTALS				
	0.00	0.00	486.08	(\$486.08)
OWNERS_COST - OWNERS COSTS				
702000 - Salaries		0.00	832.91	
730324 - Communications		0.00	3,105.00	
730352 - Construction		650.00	333,909.82	
730520 - Design Fees		0.00	1,700.00	
731115 - Licenses and Permits		0.00	110,435.92	
731241 - Miscellaneous		0.00	15,438.47	
731360 - Planning		0.00	106,230.93	
OWNERS COSTS TOTALS				
	690,396.00	650.00	571,653.05	\$118,742.95
TESTING - Testing Services				
731906 - Testing Services		0.00	40,168.81	
Testing Services TOTALS				
	61,000.00	0.00	40,168.81	\$20,831.19

Project 10000002199 - BA Animal Ctrl Pet Adoption Ct			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$15,450,000.00	\$650.00	\$15,060,130.18	\$389,869.82
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	(\$151.52)	\$26,018.08	
655385-Income from Investments	\$1,326.71	\$228,634.35	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
TOTAL REVENUE	\$1,175.19	\$15,704,652.43	
REVENUE OVER/(UNDER) EXPENSES		\$644,522.25	

County of Oakland
BA Animal Control Pet Adoption
Statement of Fund Balance
For The Three Months Ended December 31, 2019
Fund 41425

Revenues:

Income from Investments	4,913.64
Accrued Interest Adjustments	(1,451.68)
	3,461.96

Expenditures:

Charges Against Project	(650.00)
Subtotal	2,811.96
Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	641,710.29
Fund Balance at December 31, 2019	\$644,522.25

County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
December 31, 2019
Fund 41425

ASSETS

Cash Operating	618,504.17
Accrued Interest on Investment	26,018.08
	644,522.25
	644,522.25

LIABILITIES AND FUND BALANCE

Current Liabilities:

Accounts Payable	0.00
Vouchers Payable	0.00
Total Current Liabilities	0.00

Fund Balance	644,522.25
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Total Liabilities and Fund Balance	644,522.25
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**CONTRACT CHANGE ORDER
NEW PROJECT**

C O U N T Y M I C H I G A N - DEPARTMENT OF FACILITIES MANAGEMENT - FACILITIES PLANNING & ENGINEERING

One Public Works Drive

Waterford, MI 48341

248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
1	5013	12/03/19
WORK ORDER #	PEOPLESOFT PROJ #	PROJECT NO. & TITLE
315353	10000002199	14-096 HVAC improvements at Animal Shelter

CONTRACTOR'S NAME: Limbach Company, LLC

ADDRESS: 926 Featherstone Road, Pontiac, MI 48342

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

CHANGES & JUSTIFICATION:

NEW PROJECT

\$147,639.00

Description: HVAC Improvements increase performance of HVAC system

Project Start Date: 1/15/20

Project Duration: 12 Weeks

Payment Terms: 30 days

FIELD ORDER NO. : N/A

Total This Change Order (Net): \$147,639.00

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$15,450,000.00	Original Contract:	\$0.00
Owner's Project Contingencies:	\$0.00	Previous Net Changes:	\$0.00
Total Project Budget:	\$15,450,000.00	Contract to Date:	\$0.00
Project Estimate Expenditures To Date:	\$15,059,480.18	Current Change Order	
Owner's Contingencies Expenditures To Date:	\$0.00	Add to contract:	\$147,639.00
Total Expenditures To Date:	\$15,059,480.18	Deduct from contract:	\$0.00
Remaining Project Budget before this c/o:	\$390,519.82	Total Net Change:	\$147,639.00
		New Contract Amount:	\$147,639.00

Current Change Order (Net)

Add to contract: \$147,639.00 < subtract from Remaining Project Budget

Deduct from contract: \$0.00 < no change to Remaining Project Budget

Total Remaining Project Budget: \$242,880.82

The amount of the Contract will be **increased** in the sum of **One Hundred Forty Seven Thousand, Six Hundred Thirty Nine**

Dollars & 00/100's with **no change** in the contract time.

\$147,639.00

RECOMMENDATIONS FOR APPROVAL

Oakland County Project Manager - Matt MacDougall	DATE
	12/11/19
Oakland County Division Supervisor - Jason Warner	DATE
	12/13/19
Oakland County Division Manager - Ed Joss	DATE
	12.13.19

Copies: Purchasing, Project Manager, FE File



November 22, 2019

Matthew MacDougall
Oakland County
1200 Telegraph Rd. #42E
Pontiac, MI 48341

SUBJECT: Work Changes Proposal Request

PROJECT: Oakland County Animal Shelter

Limbach Co. is pleased to provide you with a proposal to furnish and install the required equipment/materials and associated controls to complete the recommended changes per Hooker DeJong Inc. for the above-referenced project, in accordance with the following plans and specifications:

Bid Documents- Pricing Narrative and Bid Drawings Dated 9/23/19

Scope of Work

1. Remove and dispose of the existing ductwork and GRDs as required.
2. Furnish and install (1) new VAV box for adoption council space.
3. Furnish and install (2) new VAV heating/cooling diffusers for adoption council space.
4. Furnish and install new ductwork and GRDs as required to rework duct on VAVs #9 and #10.
5. Furnish and install new pressure relief duct (sound lined) in Community Room.
6. Modify the return air intake for RTU#2 "up higher" on the wall instead of the middle of the wall.
7. Furnish and install (2) new ceiling fans in the adoption lobby that are BACnet Capable.
8. Furnish and install the required insulation on the exposed medium pressure and low pressure ductwork.
9. Furnish and install a new Johnson Controls PCV-1630 VAV controller and associated space temperature sensor for new VAV box VAV-13.
10. Provide 24V for controls and connect to BMS network
11. Integrate new controls into BMS and generate system graphics
12. Furnish and install wiring to connect two (2) new ceiling fans to the BMS network
13. Integrate two (2) new ceiling fans into BMS, program them to operate in unison with associated space VAV boxes and generate system graphics
14. Modify occupancy schedules, setpoints and programming as needed to achieve the sequence of operation and operating setpoints described for RTUs 1, 2 and 3.
15. Modify minimum cooling airflow and heating airflow settings on VAVs 1 thru 12.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-335-4181 | F: 248-335-0078 | limbachinc.com

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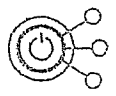
MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE



16. Furnish and install two (2) new combination temperature and RH sensors – one for RTU-2 and one for RTU-3.
17. Program system to monitor the return air RH at each unit and lower the associated RTU discharge air temperature setpoint to dehumidify if the return air RH exceeds 55%.
18. Furnish and install (1) 15 kW electric unit heater in the incinerator room.
19. Painting of new ductwork that is uninsulated and painting of new insulation is included.
20. Misc. Cutting/Patching is included – drywall only.
21. Test, check, and start for proper operations.
22. Air balancing is included.
23. Provide As-Built drawings for the HVAC scope of work.

Qualifications

1. All labor to be accomplished with Union personnel.
2. All work is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm (except holidays), unless specifically noted in scope of work.
3. We are to be furnished with accessible and adequate access to the building during the installation including a location for storage of our materials and tools.
4. It is assumed that all existing equipment, controls, piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
5. This proposal is based on The Limbach Company industry standard material and methods which meet or exceed state and local codes.
6. Sheet metal fabrication will be per Limbach Company shop standards, which meet or exceed SMACNA and Michigan standards.
7. Although we include cleanup and removal of debris from our work, we exclude sweeping, vacuuming, dusting, washing, window cleaning, etc.
8. We require that ceilings/grid will be removed to provide a safe and adequate space to demo or install the required services.
9. The attached General Conditions of Proposal is integral with this proposal.
10. This proposal is valid for thirty (30) days.

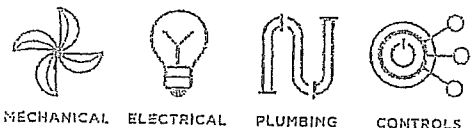
Exclusions

1. Premium time labor.
2. All low-voltage control wiring will be plenum-rated cable supported with cable rings attached to structural elements (i.e. no conduit).
3. Item No. 7 quote includes Limbach's labor only. If in order to achieve the design sequence a service visit from the RTU manufacturer is required to change configuration settings on the RTU packaged controls, this is not included in our quote.
4. All required electrical work to be done by others.

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ENGINEERING CONSTRUCTION SERVICE



5. Other repairs needed that are found on existing system during the installation.
6. Work not clearly indicated on plans.
7. Permits.
8. Temporary HVAC.
9. Cutting/patching of walls/ceilings (other than drywall).
10. Removal, repair, or replacement of ceiling tile or grid to facilitate construction.
11. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
12. Any required fire alarm/fire sprinkler system work.
13. Disable or bypass of smoke detection systems during construction activities.
14. Dumpster for construction or demolition debris.
15. Testing/removal of asbestos and any other hazardous materials.
16. Liquidated damages/Payment and performance bonds.

Pricing

As proposed, we are pleased to quote:

Total cost for above scope of work.....\$147,639.00

Respectfully submitted,

LIMBACH COMPANY

Eric Mylenek
Project Engineer
(248) 309-1200
eric.mylenek@limbachinc.com

Approved by:

Signature

Date

Print Name

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PONTIAC, MI 48342

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Scope of Work:

The Work to be performed by Limbach Company LLC ("Limbach") under this Proposal is as stated in the Scope of Work section. Any Work not specifically identified in this Proposal's Scope of Work section is not included. Acceptance of a contract by Limbach based on this Proposal is contingent upon a satisfactory final review of the scope of work and mutual agreement upon reasonable contract language consistent with these General Terms and Conditions.

Progress Payments and Retention:

Progress payments will be made to Limbach for Work performed in job set up, Work installed, and for equipment and materials suitably stored at the site or off-site. Limbach will submit progress billings monthly for Work completed through the end of that month. Payment shall be made to Limbach on the 25th day of the following month, less retention. Retention will be no more than 10% on the completed work until completion of 50% of the Work and will be reduced to a lump sum amount no greater than 2% of the contract value upon substantial completion of the work.

Construction Schedule:

Limbach and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors, shall be performed in accordance with a mutually agreed upon precedent schedule of construction activities prepared in advance of their commencement. Limbach shall provide, for incorporation into such schedule, a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations. The schedule shall be based upon the commencement, milestone and completion dates stated in this Proposal.

Guarantees:

Limbach shall repair or replace any of the Work performed by Limbach or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Limbach has been given prompt, written notice of any such defects. It is the intent of this warranty period to include one (1) full heating and cooling season.

As to all equipment within the Scope of Work of this Proposal, Limbach shall use its best good faith efforts to obtain guarantees from manufacturers or vendors. Limbach shall pass on for the benefit of the Customer or Owner all said guarantees. Further, Limbach agrees to act on behalf of the Customer or Owner for purposes of enforcing such guarantees in lieu of any additional guarantee on the part of Limbach with respect to equipment furnished by third party manufacturers or vendors.

Builder's Risk Insurance:

Limbach shall be named as an insured under a policy of Builder's Risk Insurance, including extended coverage, without cost to Limbach.

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PONTIAC, MI 48342

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Indemnification:

Limbach agrees to indemnify Customer from and against any and all claims, losses or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including attorney's fees, caused directly by Limbach's negligence in the performance of the Work under this Proposal.

Limitation of Liability:

Under no circumstances, whether arising in contract, tort, or otherwise, shall Limbach be responsible for loss of use, loss of profits, or any special, indirect or consequential damages sustained by the Customer, Owner or others.

Limbach's liability for any assessment of liquidated damages shall be limited to the extent that such assessment is allowed under the Prime Contract (the contract between the Owner and the Customer) and shall be limited to the extent caused by the acts or omissions of Limbach.

Excusable Delay:

Limbach shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Limbach's reasonable control. Such causes include, but are not limited to, acts of God or public enemy, compliance with any order, decree or request of any governmental authority, acts of declared or undeclared war, sabotage, fire, floods, adverse weather conditions, explosions, accidents, riots, strikes, labor disputes, or any other cause not within the reasonable control of Limbach.

Hazardous Substances:

Limbach's obligations do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Limbach's sole obligation will be to notify Customer of the existence of such products and materials. Limbach will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension and the Contract Price will be equitably adjusted.

Material Price Escalation:

Due to current market conditions, Limbach reserves the right to increase the amount of this Proposal and any resulting Contract for increases in the costs of obtaining the material and equipment used in the performance of the Work. Upon Limbach's written change order request, Customer shall issue and execute a change order increasing the Contract Price in an amount that reflects the increase in cost of the material and equipment from the date of this Proposal that is incurred by Subcontractor for the performance of the work.

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**CONTRACT CHANGE ORDER
NEW PROJECT**

C O U N T Y M I C H I G A N - DEPARTMENT OF FACILITIES MANAGEMENT - FACILITIES PLANNING & ENGINEERING

One Public Works Drive

Waterford, MI 48341

248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
1	4666	12/03/19
WORK ORDER #	PEOPLESOFT PROJ #	PROJECT NO. & TITLE
315353	100000002199	14-096 Fire Suppression improvements at Animal Shelter

CONTRACTOR'S NAME: Johnson Controls Fire Protection

ADDRESS: 24755 Halsted Road, Farmington Hills, MI 48335

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

CHANGES & JUSTIFICATION:

NEW PROJECT

\$3,164.54

Description: Fire Suppression Improvements. Design, fabricate and install main drain to discharge outside of room.

Project Start Date: 1/15/20

Project Duration: 12 Weeks

Payment Terms: 30 days

FIELD ORDER NO. : N/A

Total This Change Order (Net): \$3,164.54

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$15,450,000.00	Original Contract:	\$0.00
Owner's Project Contingencies:	\$0.00	Previous Net Changes:	\$0.00
Total Project Budget:	\$15,450,000.00	Contract to Date:	\$0.00
Project Estimate Expenditures To Date:	\$15,059,480.18	<u>Current Change Order</u>	
Owner's Contingencies Expenditures To Date:	\$0.00	Add to contract:	\$3,164.54
Total Expenditures To Date:	\$15,059,480.18	Deduct from contract:	\$0.00
Remaining Project Budget before this c/o:	\$390,519.82	Total Net Change:	\$3,164.54
		New Contract Amount:	\$3,164.54

Current Change Order (Net)

Add to contract: \$3,164.54 < subtract from Remaining Project Budget

Deduct from contract: \$0.00 < no change to Remaining Project Budget

Total Remaining Project Budget: \$387,355.28

The amount of the Contract will be **increased** in the sum of **Three Thousand, One Hundred Sixty Four Dollar & 54/100's** with **no change** in the contract time.

\$3,164.54

RECOMMENDATIONS FOR APPROVAL

Oakland County Project Manager - Matt MacDougall	DATE
	12/11/19
Oakland County Division Supervisor - Jason Warner	DATE
Oakland County Division Manager - Ed Joss	DATE
	12.13.19

Copies: Purchasing, Project Manager, FE File



Johnson Controls Fire Protection LP
 24755 Halsted Road
 Farmington Hills, Michigan 48335-1612
 Tel: (248) 427-5050
 Fax: (248) 427-5133
 Charles.gates@jci.com
 License number: 7115391

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract #	Salesperson: Charles Gates NICET Certification: 158011.	Date: 10/04/2019
Customer: Oakland County Animal Shelter 1200 Telegraph Road (#42E) Pontiac, MI 48341 Matthew MacDougall / 248-736-8109 Invoice To (if different from Customer):	Job Location: Outside dry pipe system	Customer P.O. #

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- Design, fabricate and install main drain to discharge outside of room.

TOTAL PRICE: ***** Three Thousand One Hundred Sixty Four and 54/100 Dollars ***** \$3,164.54 *****

- Sales tax not included in price.
- Work to be done on normal working days M-F 7:00 AM to 4:30 PM.
- Price is good for 30 days from date of proposal.

WORK EXCLUDED:

- Permits.
- Painting or preparation for paint of any pipe or materials.
- Drywall Repairs, wall repairs, wall paper repairs, or painting repairs.
- Pipe labeling.
- Underground.
- Alarm devices or wiring.

___ Scope of Work continued on attached Amendment.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input checked="" type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material	<input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$3,164.54	BALANCE DUE: \$

CUSTOMER ACCEPTANCE

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

Customer

By: _____
 Name:
 Title:

JOHNSON CONTROLS FIRE PROTECTION LP

By: Charles Gates
 Name: Charles Gates
 Title: SSERVE
 License No: (if applicable):

TERMS AND CONDITIONS

1. **Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: a) the limit price quoted, or b) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and Services to be performed as set forth in the Scope of Work. If the actual number of devices installed or Services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g. steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

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

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

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all rights of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in

any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (7:00 a.m. - 4:30 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall promptly notify

Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this agreement.

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

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

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

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

13. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the

TERMS AND CONDITIONS

following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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

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

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

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

16. Insurance. Customer shall name Company, its officers,

employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

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

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

19. Force Majeure. Company shall not be responsible for delays or failure to render Services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

22. Default. An Event of Default shall be a) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, b) abuse of the System or the equipment, c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, i) discontinue furnishing Services; ii) by written notice to Customer declare the balance

of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law; iii) receive immediate possession of any equipment for which Customer has not paid; iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

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

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

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

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

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



MEMO

C O U N T Y M I C H I G A N • DEPARTMENT OF FACILITIES MANAGEMENT • FACILITIES PLANNING & ENGINEERING

To: Oakland County Building Authority

From: Ed Joss, Manager
Facilities Planning & Engineering 

Date: December 11, 2019

Re: Animal Shelter Change Orders (CO)

<u>VENDOR</u>	<u>DATE</u>	<u>CO#</u>	<u>PROJECT</u>	<u>AMOUNT</u>
Limbach	12/03/19	#1	HVAC Improvements	\$147,639.00
Johnson Controls	12/03/19	#1	HVAC Improvements	<u>\$ 3,164.54</u>
			Total	\$150,803.54

Budget \$390,519.82
CO Total \$150,803.54
Remaining Budget \$239,716.28

We are requesting approval on the above change orders to make improvements to the HVAC at the Animal Shelter project.

Thank you for your consideration in this matter.



Facilities Management
PROJECT WORK IN PROGRESS
c141 Sheriff RCCSteamTunnl Ren
10000002604
 (as of December 31, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
FRINGE BENEFITS - Fringe Benefits				
722000 - Fringe Benefits		0.00	321.34	
Fringe Benefits TOTALS				
0.00	0.00	0.00	321.34	(\$321.34)
MAT - Storeroom Materials Only				
775754 - Maintenance Department Charges		0.00	197.84	
Storeroom Materials Only TOTALS				
0.00	0.00	0.00	197.84	(\$197.84)
PROJ - Project				
702000 - Salaries		0.00	558.72	
730352 - Construction		2,915.73	3,010,020.82	
Project TOTALS				
3,048,668.38	2,915.73	3,010,579.54	\$38,088.84	

Project 10000002604 - c141 Sheriff RCCSteamTunnl Ren			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$3,048,668.38	\$2,915.73	\$3,011,098.72	\$37,569.66
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
695500-Transfers In	\$0.00	\$1,050,000.00	
TOTAL REVENUE	\$0.00	\$1,050,000.00	
REVENUE OVER/(UNDER) EXPENSES		(\$1,961,098.72)	

County of Oakland
BA-FAC Infrastructure-IT Projects
Statement of Fund Balance
For The Three Months Ended December 31, 2019
Fund 41423

Revenues:	
Income from Investments	1,533.82
Accrued Interest Adjustments	(486.12)
Refund Prior Years Expenditure	0.00
	1,047.70
 Expenditures:	
Charges Against Project	(2,915.73)
Subtotal	(1,868.03)
Reimbursement General	
Operating Transfers In	
Operating Transfers Out	
Fund Balance at Beginning of Year	55,723.76
Fund Balance at December 31, 2019	\$53,855.73

**County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
December 31, 2019
Fund 41423**

ASSETS

Cash Operating	\$40,254.89
Accrued Interest on Investment	13,600.84
Due from Com. Road Commission	0.00
Total Assets	<u><u>\$53,855.73</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Vouchers Payable	0.00
Accounts Payable	0.00
Total Current Liabilities	<u>0.00</u>
Fund Balance	<u>53,855.73</u>
Total Liabilities and Fund Balance	<u><u>\$53,855.73</u></u>

From: Shawn Phelps, Chief of Fiscal Services
Facilities Management Accounting



Date: January 20, 2020

Subject: BA FAC Infrastructure-IT project invoices to be paid by fund 41423 (FAC Portion)

Payable To	Date	Invoice #	WO	Project	Proj #	Amount
SME	12/2/2019	102990	C-141	Sheriff RCC Steam Tunnel Renovation	1..2604	3,337.10
					Total	<u>\$3,337.10</u>

OC Building Authority Eric McPherson, Chairperson

499b
OK

BA



43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584
Phone: 734-454-9900 Fax: 734-454-7685

INVOICE

Remit to:
SME
P.O. Box 673166
Detroit, MI 48267-3166

RECEIVED
OAKLAND COUNTY
DEC 04 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

Carmelo Moyet, PE
Facilities Engineer
Oakland County
1200 North Telegraph Road
Pontiac, MI 48341

December 02, 2019
Invoice No: 102990

19-403

Project 080884.00 Oakland County Concrete Steam Tunnel Assessment and Repairs

2019 CIP Steam Tunnel Repair

Professional Services from October 28, 2019 to November 24, 2019

Personnel

	Hours	Rate	Amount
Senior Consultant			
Ireland, Robert	3.50	206.00	721.00
Senior Project Engineer			
Bogdani, Roland	4.75	147.30	699.68
Senior CAD			
Kurdi, Ghassan	17.75	104.05	1,846.89
Senior Administrative Assistant			
DeBeliso, Tracey	.50	92.70	46.35
Administrative Assistant			
Laho-DeGroat, Amber	.25	92.70	23.18
Totals	26.75		3,337.10
Total Labor			

Total this Invoice 3,337.10
\$3,337.10

12-4-19
CM OK

Outstanding Invoices

Number	Date	Balance
99726	9/4/2019	405.08
101897	11/5/2019	2,915.73
Total		3,320.81

All Unpaid Invoices \$6,657.91

Thank you for the opportunity to be of service.

Project Manager Roland Bogdani

12-4-19
CM OK
WR 630109
CC 14PC141BA
Cat 29816
OK
12/9

Fund 41423
Dept 1040105
Program 148026
Account 730352
Oper Unit 24811
Project # 2604
Source Type 00002
Category 29816

12/9 RD # 343819
PO # 340630

Terms: Invoice is due upon receipt. Amount not paid within 30 days are subject to 1.5% per month late charge. Retainers received will be applied to the final invoice.