Valdez Middle School Dawson Change Order 30 Breakdown

USE	this	Nas	rative	for
Un	a 38	Vgr	state	wit

ASI 89 - Communication Rooms 156 & 203 Cooling	\$	46,339.43	\$	1,390.18	\$ 47,729.61
Estimated cost allocation to each Room	F	Room 156	R	Room 203	
H&H Sheetmetal	\$	5,719.57	\$:	22,878.28	
Meridian Systems	\$	3,093.00	\$	2,062.00	
Mantech Mech.	\$	2,540.15	\$	4,717.43	
Mega-Watt Electric	\$	3,197.40	\$	2,131.60	
Subcontractor totals	\$	14,550.12	\$ 3	31,789.31	
Dawson Fee@3%	\$	436.50	\$	953.68	
Portion of total allocated to each room	\$	14,986.63	\$ 3	32,742.99	

Scope description: Room 203 Relocate existing air conditioning (AC) unit CAC-1 from Communications Room 203 to the hallway outside the Comm. Room; demolish existing intake and outlet ductwork and reconnect new ductwork; seal wall penetrations; re-pipe condensate drain line; extend and reconnect existing electrical circuit and control wiring. Room 156 Demolish existing exhaust fan in Comm. Room 156; furnish and install new ceiling-mounted AC unit CAC-2 and Direct Digital Controls thermostat in Room 156.

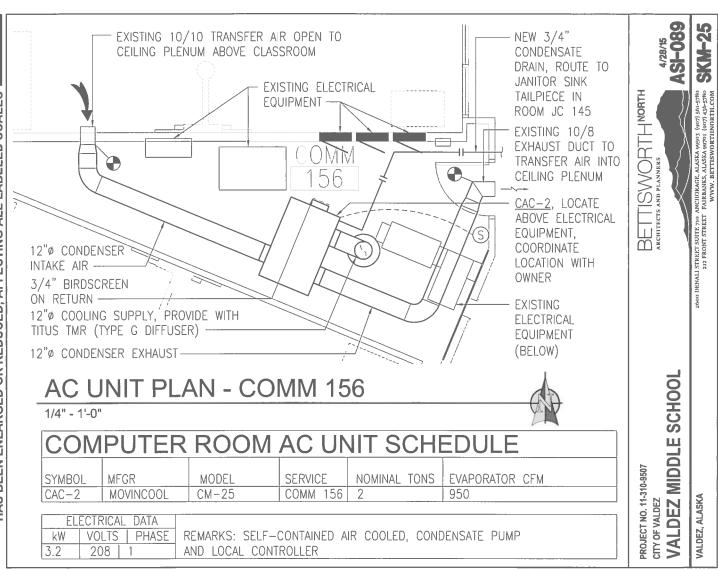
Justification: Room 203 The existing AC system in Comm. Room 203 was designed and installed for serving the new middle school. The original design had the AC unit located away from network equipment to allow accessibility for maintenance. During construction, the School District's central server function at the High School was relocated to Room 203. The network equipment layout and equipment was changed based on field coordination but the AC unit location was not changed to accommodate the new equipment layout. The School District Maintenance department expressed concern about the specified AC unit location because condensate or pipe leaks might damage the IT equipment or interrupt District server operations. Room 156 The original design for Room 156 was based on maintaining room temperature of 85 degrees without use of an air conditioning system and the associated maintenance. During construction, an exhaust fan and transfer air system were added in Comm. Room 156 to facilitate cooling to 85 degrees F. After construction, the School District requested that an air conditioning unit be installed. The Owner authorized the Contractor to use Contractor Controlled Contingency funds to perform this remodel work for both rooms.

Bettisworth North Architects & Planners 212 Front Street, Suite 200 Fairbanks, AK 99701 (907) 456-5780

City of Valdez Valdez City School District VALDEZ MIDDLE SCHOOL

Dawson Construction 402-32nd Street, Suite 110 Bellingham, WA 98225 (360) 756-1000

ARCHITECTURAL			TOPIC		GINATOR	SUBMITTED ON		ASI NO.
SUPPLEM INFORM/	I		oom 156 and Cooling	u	RSA		4/28/15	089
			SECTION	I - GENERAL/R	EFERENCE			
WRITTEN BY:	Zachary Cav	vvey (RSA Engi	neering)	CONTRACT	DWG: 1/M505 SKM-23	SPE	C:	
COST IMPACT:	YES 🗵	ио □	UNKNOW	N SHOP DWG:		отн	ER:	
SECTION II - ARCHITECTURAL SUPPLEMENTAL INFORMATION								
Please provide a cost proposal for the following changes:								
	Relocate existing Computer Room 203 AC Unit, <u>CAC-1</u> to the hall way outside the comm room. Relocate unit and reconnect ductwork as shown on attached Sketch SKM-24. Extend and reconnect existing electrical circuit and control wiring.							
Provide Computer Room 156 with a new Moovin Cool, Ceiling mounted, 2-ton AC Unit. Demolish existing exhaust fan and install new AC unit, <u>CAC-2</u> , as shown on attached Sketches SKM-25, SKE-33 and SKE-34.								
			SECTIO	ON III – OWNER F	REMARKS			
Comm refriger AC unit	Room 20 ant from continue	3 AC unit damaging	was move IT equipm and experi	ed outside the nent or interru ienced shutdo	room to population	reve	nt condensa istrict operat	
	APPROVE	DISAPPE	ROVED	INITIATE RFP?	IWA/R	FP#		
SIGNATURE:	Ronald	T. Rozak		Arcadi	s	DATI	≅ 8/25/16	
			SECTION I	V – CONTRACTO	R RESPONS	E		
SIGNATURE: DAWSON Construction Co. DATE:				E:				





NF	R/	MOI	DEL	SQUARE TO TYPE NO		VOLTS	120/208	V,3PH,4P	W		ENCLO		NEMA 1		225	Α
								VOLT-	MPS			MIG	REGESSED			
CIRC		N N	ANFIS	SFRVICE	TYPE	,	λ.	F	3	,	c	TYPE	SCRVICE	AMPB	POLE	CHRC
1		3	60	PANEL DOM	FEDR	700							SPARE	20	1	2
-3		3	60	AAA	FEDR			1150	540			RECP	RECP 150 G	50	- 1	4
5		3	60	ASA	FFDR					575	1	RECP	SPARF	20	1	E)
7	L	1	20	RECP - 152 W	RECP	540	854					MOTR	EF-7	15	1	B
9	1	1	20	SPARE	RECP							RECP	SPARE	20	1	10
11	Ī	1	20	RECP - 152 N 152A 162	RFCP					900	750	MOTR	EF-8	15	1	12
13		1	20	RECP - 152 TABLE	RECP	1080	800			- Carlotte		HEAT	HEAT TRACE ROOF S W	20	1	14
15	T	1	20	RECP - 152 TABLE	RECP			1080					SPARE	20	1	16
17	T	П	20	RECP - 152 TABLE	RECP					1080	500	HEAT	HEAT TRACE - ROOF N W	20	1	18
19	1	1	20	RECP - 152 TABLE	RECP	1000	360					RECP	RECP - C102 SW	20	1	20
21	1	1	20	RF.CP - 151 W	RECP			54D	720			RECP	RFCP C104 W	20	1	22
23		1	20	SPARE	RECP						720	RECP	RECP - C184 F	20	1	24
25		1	The second section	BECP 154 W	RECP	510	900					RECP	RECP C105 C106	20	1	28
27		1	20	SPARE	RECP							RECP	SPARE	20	1	28
20	t	1		RECP - 155 W	RECP					540		RECP	SPARE	20	1	30
31	- 6	1		SPARE	RECP		380				-		RECP 143	20	1	32
3		1	20	RECP - 151 S	RECP			54D	720			RECP	RECP - 144 S	20	1	34
35	-i-	1		RECP - JC & FLEX 144	RECP					900	ì		SPARE	20	1	38
37	-1-	1		SPARE	112			< ASI	-089	211111			SPARE	_20	1	38
39		1		SPARE				(1500	$\sim\sim$	~~~	MOTR	CAC-2	20	2	140
41	-	1		SPARE					1		1600	MOTE		20	2	142
	-	-		TOTAL V-A			7224		1659U	\sim	7565	-	27.07		-	-
				TOTAL AMPS			60		51		63	-	6			
-	_	_	_	A LC RAING 10,000			00		0.		.00			,,,		
				7110 1011110 10,000	LTG	RECP	MOTR	LGMT	MSC	KIT	HEAT	SPEC	TOTAL		AMP	S
С	a)	4145	CHE	D LOAD IN KVA (THIS PANEL):	0.00	13 14	481	080	0.00	0.00	1.30	0 00	19 3 KVA	1	-	A
				DI OAD NIKYA IBRANCH PANELSI	2.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.4 KVA		_	Λ
				L CONNECTED LOAD IN KVA:	2.43	13.14	481	0.80	00.0	0.00	1.30	0.00	21.7 KVA			A
				DEMAND LOAD IN KVA:	3.03	11.57	481	0.80	0.00	0.00	1.30	0.00	21.5 KVA	1	-	A
			TES. E 30	nA,EPD TYPE GFCIBREAKER	FORCI	RCUIT IN	DICATE	D.				the same of the sa	OPTIONS LUGS ONLY			

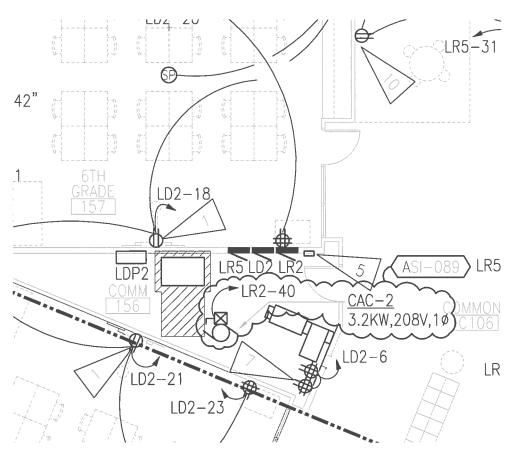
PROJECT NO. 11-310-9507 CITY OF VALDEZ

VALDEZ MIDDLE SCHOOL



4/28/15 **ASI-089**





REVISED POWER PLAN - 148 1/8" = 1'-0"

RE: 1/E302

PROJECT NO. 11-310-9507 **CITY OF VALDEZ**

VALDEZ MIDDLE SCHOOL

4/28/15

VALDEZ, ALASKA

2600 DENALI STREET SUITE 710 ANCHORAGE, ALASKA 99503 {907} 561-5780 212 FRONT STREET FAIRBANKS, ALASKA 99701 {907} 456-5780 WWW. BETTISWORTHNORTH.COM

ASI-089	COST EACH UNIT	UNIT OR LABOR HRS	QTY	MATERIAL OR UNIT COSTS	LABOR HRS
Copper piping	\$201.22	18.29	1	\$201.22	18.29
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
Freight estimated	\$500.00	0.00	0	\$0.00	0.00
Additional mandays @ \$125 per 10 hr.	\$125.00	2.00	1	\$250.00	0.00
Airfares estimated	\$1,000.00	1.00	1	\$1,000.00	1.00
	\$0.00	0.00	0	\$0.00	0.00
UNIT AND MATERIAL SUM @ COST				\$1,451.22	
LABOR HOURS TOTAL					19.29
LABOR COSTS @ \$ 117.00 FLAT RATE O.T. INCLUDED					\$2,256.93
SUBTOTAL MANTECH LABOR & MATERIAL @ 1.00%	\$3,708.15				
SUBCONTRACTOR 1 @ COST - HH Sheet Metal	\$26,275.80				
SUBCONTRACTOR 1 @ allowable mark up	\$28,597.85				
SUBCONTRACTOR 2 @ COST - Meridian	\$4,614.00				
SUBCONTRACTOR 2 @ allowable mark up	\$5,155.00				
SUBCONTRACTOR 3 @ COST	\$0.00				
SUBCONTRACTOR 3 @ allowable mark up	\$0.00				
SUBCONTRACTOR TOTAL @ COST	\$30,889.80				
SUBTOTAL @ COST: Subcontractor, Labor, Material	\$34,597.95				
SUBCONTRACTOR SUBTOTAL @ allowable mark up	\$33,752.85				
SUBCONTRACTOR @ MANTECH ALLOWED 1.10%	\$37,128.14				
MANTECH MATERIAL @ 1.12% TOTAL LABOR	1625.37 \$2,256.93				
TOTAL OF PROPOSED CHANGE ORDER	\$41,010.43				

				-	· ·
COPPER PRICING UPDATED	UNIT	UNIT	QTY	MAT	LABOR
10-1-13	COST	LABOR			:
3/4 "L"	2.31	0.06	70	161.70	4.20
3/4"COP. LOOP HANGER	2.13	0.75	12	25.56	9.00
3/4" SWT 90	1.42	0.54	8	11.36	4.32
3/4"SWT T	2.60	0.77	1	2.60	0.77
				0.00	0.00
				201.22	18.29

H and H SHEET METAL, INC. 435 S. ROSE DRIVE PALMER, ALASKA 99645 PH. 907 745 4233 FX. 907 745 4234 erv@handhsheetmetal.com

April 29, 2015

Valdez Middle

Att: Brian Ulz Re: ASI-089

Cost proposal for the HVAC portion of the tasks detailed and described in ASI-089.

Materials and Equipment:

\$ 15,475.80

@ 15%

2,321.25

Labor

10,800.00

Total this proposal

\$ 28,597.85

Inclusions: As per our original contract with the following task specific items. CAC-2, duct work as detailed and described, GRD's, freight to job site, meals and lodging.

Exclusions: As per our original contract with the following task specific items. Removal and reinstallation of any obstructions as needed to accomplish the required tasks.

CAC-2 is available within 3 weeks of receipt of order.

Sincerely,

Ervin E Hoppe



5/4/2015

To: Brian Ulz

Mantech Mechanical

RE: Proposal for Valdez Middle School ASI 089 Comm. Room Modifications Valdez. Alaska

Brian,

Thank you for the opportunity to provide a proposal for this project. Based on the ASI 089 documentation, I have prepared the following proposal:

General Clarifications:

 We will be providing relocation of the existing thermostat in Comm. Room 203. Also, we will be providing a new Direct Digital Controls thermostat to monitor temperature in Comm. Room 156 similar to Comm. Room 203. For the new CAC unit we will be providing wiring of the factory provided controls.

Inclusions:

- 1. Pricing includes necessary devices, programming, and checkout of the control system.
- Control system installation, wiring, and conduit (where required) of all devices provided by Meridian Systems. The control system will be installed in accordance with National Electrical Code requirements.
- 3. Wiring of factory provided AC Unit Controls.
- 4. Freight FOB Jobsite.
- 5. Travel & Subsistence.
- 6. Please note that if invoice payments are paid by credit card there will be a 5% additional fee assessed to cover credit card transaction and processing costs.

Exclusions:

- 1. Installation of sensor wells or provision and installation of taps.
- 2. Testing or balancing of any hydronic, steam, or air systems.
- 3. Installation of control valves.
- 4. Provision or installation of dampers.
- 5. Provision or Installation of air or liquid thermometers and pressure gauges.
- 6. Provision or installation of duct smoke detectors.
- 7. Any and all interlock wiring of Air Conditioning Units.

Our proposal for this scope of work is \$5,155. Attached, please find a proposed point summary and cost breakdown for the project. Thank you and please contact me if you have any questions or if I can be of any further assistance.

Sincerely,

Jessi E. Cherry Meridian Systems An Employee Owned Company



Valdez Middle School ASI 089 CAC Unit Mods

Material & Freig	ht and a property of the prope			A STREET, SQUARE, SQUA
<u>Part Number</u>	<u>Description</u>	Net @	Qty	Net Cost
ALC/10K-2-R-CG	Room Temperature sensor	\$ 11.00	1	\$11.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
		- Control Cont	0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00
			0	\$0.00

Net Material Cost \$ 11.00 Freight \$ -Total Material Cost \$ 11.00

Proposal Date:

5/4/2015

\$0.00

Meridian Systems Labor		PIO SE	Se S	
<u>Description</u>	Hours	<u>Rate/Hr</u>		<u>Total</u>
Installation & Panel Fabrication	1	\$ 140.00	\$	140.00
Planning & System Layout	5	\$ 140.00	\$	700.00
Programming	2	\$ 140.00	\$	280.00
Start-Up	2	\$ 140.00	\$	280.00
Training	0	\$ 140.00	\$	-
Material Handling	0	\$ 65.00	\$	-
Tota	Meridian Syst	ems Labor	Ś	1,400,00

Other Costs		THE STATE OF
Other Costs	\$	-
Subcontractor		
Electrical Installation	\$	2,119.00
Other Subcontract	\$	
OH/Profit	\$	530.00
Total Subcontract	\$	2,649.00
Network Interface		
Network Interface	\$	-
Travel & Subsistance		
Travel & Subsistance	\$	1,095.00
Total	An	
Total Project	\$	5,155.00

Kevin Urien

From:

Crandall, Kent < Kent.Crandall@arcadis-us.com>

Sent:

Friday, July 24, 2015 4:49 PM

To:

Kevin Urien

Cc:

Jon Denton (jdenton@bettisworthnorth.com)

Subject:

VMS Com Rooms and Shed

I met with Jim N and Todd W. They want to move ahead with com room using contractor contingency. Not going to City Council. A couple of caveats: they want the AC unit replaced due to poor workmanship (from manufacturer), leaks, there are bulges in the copper piping, etc. and they are concerned about schedule/keeping IT equipment running while work is underway.

The shed is going to next city council meeting for approval.

Kent Crandall, AIA | Senior Project Manager | kent crandall@arcadis-us.com

ARCADIS U.S., Inc. | 880 H Street, Suite 101 | Anchorage, AK 99501 T. 907.276.8095 | M. 907.244,3689 www.arcadis-us.com

ARCADIS, Imagine the result

Please consider the environment before printing this email.



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ASI-089 Proposal

5/4/2015

Dawson Construction Inc. P.O. Box 30920 405 32nd Street Suite 110 Bellingham, WA 98225

Attention: Kevin Urien

Subject:

Electrical Associated with ASI-089

Included:

- 1. Electrical work associated with ASI-089
- 2. Room and Board.
- 3. Travel time for 1 trip to Valdez.

Excluded:

- 1. Permit fees or engineering.
- 2. Mounting or buying CUC units.
- 3. Controls for the units.
- 4. Commissioning or start up.

Sincerely,

Ed Harris, Megawatt Electric LLC

Megawatt Electric LLC Valdez middle ASI-089 CAC-2 Job Number: 220168732 Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor H	U	Ext Lab H
	16117 Bra	anch Rough-in 1/2 - 1						
1011	3/4" EMT (Difficult)	30	36.28	С	10.88	3.53	С	1.06
1144	3/4" Liquidtight (metallic)	4	111.45	C	4.46	2.00	С	0.08
1490	3/4" Compression Steel Connector	2	101.76	С	2.04	0.13	E	0.26
1570	3/4" Compression Steel Coupling	3	111.49	C	3.34	0.14	E	0.42
1929	3/4" 90D LT Flex Conn w/lns Throat	2	742.18	С	14.84	0.23	E	0.46
2350	3/4" 1-Hole Strap	4	10.87	С	0.41	2.29	C	0.09
T0001	Relocate CAC-1	1	125.00	Е	125.00	4.00	Е	4.00
	16117 Branch Rough-in 1/2 - 1 Total				160.97			6.37
	16129 Bran	ch Wire #8 and Small	ler					
2674	#10 THHN CU Stranded Wire	144	161.02	М	23.19	6.00	М	0.86
	16129 Branch Wire #8 and Smaller Total				23.19			0.86
	16400 S	ervice & Distribution -	_					
3321	20A 250V RK5 Time Delay Fuse	3	3.47	E	10.41	0.05	Ε	0.15
3956	20A 2P 120/240V Bolt-On Circuit Breaker	1	24.60	E	24.60	0.50	E	0.50
CAC2	Sz 1/240V Fusible Combo Starter-Nema 1	1	QUOTE	2	0.00	4.00	E	4.00
	16400 Service & Distribution Total				35.01			4.65
	Job Total				219.17			11.88

^{*} Target, Labor column 2

Megawatt Electric LLC Valdez middle ASI-089 CAC-2 Totals (Detailed) - Bid Summary: Default

Job Number	220168732						
Bid Date	5/4/2015						
Bid Time	10:55:00 AM 0						
Square Footage							
		N	Material Totals				
Division					Total	Factor	Extended
16117 Branch Rough-i					\$160.97	0.00 %	\$160.97
16129 Branch Wire #8					23.19	0.00 %	23.19
16400 Service & Distril	oution				35.01	0.00 %	35.01
Total					\$219.17		\$219.17
lotal					Ψ219.17		φ£15.11
		Q	uoted Material				
CAC2 - Sz 1/240	V Fusible Combo Starter-Nen	na 1		1.00	\$0.00		\$0.00
2 - Distribution (North (Coast)						1,306.00
Total							\$1,306.00
Sales Tax (0.00%)							\$0.00
Total Material							\$1,525.17
Division			Labor Hours	<u>Total</u>	Factor	Extended	
DIVISION				Total	1 8001	LAterided	
16117 Branch Rough-i	n 1/2 - 1			6.37	0.00 %	6.37	
16129 Branch Wire #8				0.86	0.00 %	0.86	
16400 Service & Distri	oution			4.65	0.00 %	4.65	
Total				11.88		11.88	
			Labor Rates				
Category		% of Total	Hours	Base Rate	Burden \$	Burden %	Extended
**************************************		12.27					
Electrician		100.000	11.880	\$46.60	25.63	55.000	\$858.09
Total		100.000	11.880	x \$72.23 (av	verage of labor rate	e w/burden) =	\$858.09
		Non-	Productive Labo	or.			
Description			-i roductive Lab	Hours	Rate	Factor	Extended
DOGGIND SOLL				<u> </u>			
01302 - Travel Time				16.00	\$72.23	0.00 %	\$1,155.68
Total							\$1,155.68
Tatal Labor							\$2.042.77
Total Labor							\$2,013.77

Megawatt Electric LLC Valdez middle ASI-089 CAC-2

Totals (Detailed) - Bid Summary: Default

Direct Job Expenses	
<u>Description</u>	<u>Total</u>
01611 - Comsumables (2-3% of Labor)	\$5.00
01614 - Small Tools (2% of Labor)	5.00
Overtime Costs - Difference between Str. Time & OT	147.00
01302 - Room, Board & Air Fare	621.00
01305 - Fuel	250.00
Insurance, Assets, Expidite	191.00
Total	\$1,219.00
Job Subtotal (Prime Cost)	\$4,757.94
Overhead (12.00%)	570.95
Profit (0.00%)	0.00
Job Total	\$5,328.89
Actual Bid Price	\$5,329.00
Material to Direct Labor ratio: 0.64	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	10.72
Gross Profit \$	\$571.06
Net Profit %	0.00

SIEMENS

To: MEGA WATT

Proposal

From: NORTH COAST ELECTRIC

5410 Fairbanks St.

Anchorage, AK 995181260

USA

Tim O'Malley

Tel. No.: 907-550-6756 Fax No.: 907-563-5284 tomalley@ncelec.com

Job Name:

VALDEZ MID SCHOOL

Quote Name:

ASI-089

Quote #:

omaltx10c_05041500_00_00_O00

Bid Date:

05/04/2015

Line #:

Qty

Description

1000 1

CAC-2--NEMA Starter -17DUE92BF10

Combination, Fusible, Full Voltage Non-Reversing, Three Phase (3 Pole), Starter Size: 1, NEMA 1, Motor Voltage: 200 Volts, Max HP: 5 HP, Solid State, Coil Voltage: 120V 60HZ / 110VAC 50HZ, Overload Amp Rating: 10-40 Amps, Disconnect Amperage Rating: 30 Amps, Fuse Clip Size: 30A/250V, FC- Pilot Lite Red RUN, A3-Sel Switch HAND-OFF-AUTO, G11- Aux Contacts 1 NO & 1 NC, BT- CPT Std W/1

Sec 208Vx120V, SP2-Wire for 240V Single Ph.

Catalog No.: TYZ:NEMASTARTER
Requested Lead Time: 10 Working Days

Grand Total Sell Price

\$1,306.00

Notes: FFA VALDEZ

STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES

All sales by North Coast Electric Company (Seller) are expressly conditioned upon the terms and conditions set out below. Any additional or different terms or conditions in any previous or later communication from Purchaser, any course of dealing, or any custom; including but not limited to any purchase order, change order, or remittance advice; is hereby objected to by Seller. Terms additional or different from those set out in this document (except product descriptions, prices, and similar transaction specific terms) will have no force or effect unless set out in a written document, unequivocally expressing Seller's agreement to those terms, signed by a representative of Seller with authority to do so.

PRICES

Unless otherwise specifically agreed to in writing, all quotations shall expire thirty (30) days after issuance, and prices are subject to change at any time without notice. Prices do not include sales, use, excise, value added, or other taxes. Where applicable, such taxes shall be paid by Purchaser. References to "freight allowed" relate only to the specified items and quantities clearly so identified in a writing signed by Seller.

PAYMENT TERMS

Payment is required at the time of order or in advance of shipment unless Purchaser has submitted and Seller has approved an application for credit, associated credit agreement, and any required personal guaranties. Regardless of the existence of any other agreement, Seller may require full or partial payment, or other reasonable assurances of Purchaser's intent and ability to fully perform its obligations, as a condition of further performance if Seller has reasonable grounds to fear that Purchase may not fully perform its obligations. Unless otherwise agreed by Seller in writing, all payments on credit purchases are due on or before the 25th day of the month following the month of each purchase. To the extent allowed by Seller in its absolute discretion (normally by indication on an invoice), payment received on or before the 10th day of the month following the month of purchase may qualify for a discount. All amounts not paid on or before the due date will be deemed PAST DUE and shall accrue a finance charge of 1 1/2% per month or, if a lesser rate is required by law, the highest rate allowed by law. No payment by asserted offset or set-off shall be valid.

INVOICES

All invoices and monthly statements issued by Seller shall be conclusively deemed to be accurate except to the extent Purchaser notifies Seller of any error, in writing, within I0 days of receipt.

DELIVERY

Unless otherwise agreed in writing, all sales are made F.O.B. point of shipment with freight allowed to the common free delivery point nearest the destination, or a designated port for shipments overseas, within the continental United States. Title and risk of loss shall pass to Purchaser upon the earlier of Seller's delivery to Purchaser or receipt by the first carrier for transport to Purchaser. Purchaser is responsible for all aspects of unloading and storing of all materials upon delivery. Any shipping or delivery dates given by Seller are approximate; are provided only for the convenience of Purchaser; and are conditioned upon the prompt provision of all necessary information by Purchaser, the ready availability of raw materials and components, normal labor relations, and customary times for manufacture. Seller shall not be liable for any delay in delivery of any kind, regardless of cause or extent. All sales are contingent on the ability of Seller and its suppliers/manufacturers to secure associated products and raw materials.

WARRANTIES AND DISCLAIMERS

All sales are "as is." Materials sold by Seller are the products of others. Seller agrees to use reasonable efforts to help Purchaser obtain from each manufacturer, in accordance with each manufacturer's warranty, the repair or provision of replacement products, or components of products, that may prove defective in material or workmanship. That obligation shall constitute the sole obligation of Seller, and Purchaser's sole remedy against Seller, with respect to any defective or nonconforming materials. Except as to title, Seller makes NO WARRANTIES of any kind, express or implied. In particular, Seller makes NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PURPOSE, including any warranty of compliance with any plans or specifications.

LIMITATION OF LIABILITY

Seller shall not be liable to Purchaser or any other party for any consequential, incidental, or special damages of any kind, including but not limited to labor charges or lost profits, under any circumstances. In all events, Seller's maximum liability for all claims or set of related claims arising from a purchase shall be the purchase price of the materials found to be defective, non-conforming, or otherwise not provided in accordance with Seller's obligations. If only a replaceable component of any item is defective or non-conforming, Seller's liability is limited to the cost of a replacement or reasonably allocated portion of the purchase price of any relevant component part or parts, whichever is less.

CHANGES AND CANCELLATIONS

Any request by Purchaser to cancel all or any portion of an order, or for any changes of any kind, must be made in writing and will be effective only if evidenced by a written document, signed by an authorized representative of Seller, unequivocally evidencing an intent to accept the relevant cancelation or change. Acceptance of any requested cancellation or change is subject to Seller's absolute discretion and may be conditioned upon adjustment of prices, schedules, and other terms and/or upon the payment of one more restocking or other charges.

RETURNS

Materials considered by Seller to be stock items may be returned only in accordance with Seller's current Returned Goods Policy and upon payment of restocking changes. Specially manufactured goods may not be returned.

SUBMITTALS AND SHOP DRAWINGS

Seller may assist in the transmission of submittals, shop drawings, and/or other communications, between Purchaser and the appropriate manufacturer or others, as a convenience to Purchaser. Purchaser shall be fully responsible for the timeliness, accuracy, and appropriateness of all such communications. Seller shall have no liability or responsibility of any kind with respect to such communications. Without limiting the generality of this provision, Purchaser acknowledges that Seller has no responsibility to obtain review, approval, or correction of, or to assure that any materials conform to, any specifications, submittals, shop drawings, or other requirements.

DISPUTES

Regardless of legal theory, any claim against Seller must be brought in an appropriate court no later than one year (or the shortest time allowed by law if longer) after acceptance of the relevant materials. If any legal proceeding is brought to determine, interpret, or enforce any rights as between Seller and Purchaser, or in any other way relating to any sales made by Seller, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses of litigation (including, but not limited to, consultant and expert witness fees, charges for non-lawyer legal staff, investigator's charges, transcripts and other deposition expenses, the cost of title reports and asset searches, and travel expenses for witnesses and others) in amounts to be set by the court, in the trial court and on appeal, in addition to costs and disbursements allowed by law. The parties' relationships are controlled by, and all agreements are to be interpreted and enforced in accordance with, only the laws of the State of Washington, excluding any provisions regarding conflict of laws. Venue for any legal proceeding relating in any way to Seller or any sales made by Seller shall exclusively be King County, Washington.

FORCE MAJEURE

Seller shall not be liable for any loss, damage, or delay of any kind arising out of Seller's failure to perform of any kind to the extent caused by unavailability of materials or other circumstances beyond Seller's reasonable control.

Form NC055 (Rev 12/11)