

Standard Conditions of Sale | Immediate Purchasers in the United States*

GENERAL: The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product line specification bulletin, and any supplements or modifications thereto contained by seller's acknowledgment, together with any written specifications or certifications signed by one of seller's authorized executives shall constitute the complete and exclusive statement of seller's conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of seller's authorized executives, or is confirmed by seller's acknowledgment. ANY TERMS, WHETHER ON A PURCHASER ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DEFERRED FROM OR ADDITIONAL TO SELLER'S CONDITIONS OF SALE, AS SET FORTH ABOVE, ARE REJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN SELLER'S ACKNOWLEDGMENT. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

NONASSIGNABLE SOFTWARE LICENSE: Certain software, computer programs, source code, object code, libraries, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("software" hereinafter), may be delivered by seller to immediate purchaser together with such product. Such software is licensed to immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the equipment, under a nonexclusive license for use solely on a single product, and may not be copied, in whole or in part, nor may it be sub-licensed. Immediate purchaser shall preserve any and all copyright notices included in the software. Except as set forth herein, or as may be permitted in writing by seller, immediate purchaser shall not provide or otherwise make available the software or any part of copies thereof to any third party. Title to, ownership of and all applicable rights in patents, copyrights, and trade secrets in the software shall not transfer to immediate purchaser or end user. Immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the software to fulfill its obligations hereunder.

LIMITED WARRANTY AND EXTENT OF LIABILITY:

(1) **General:** Seller warrants to immediate purchaser for a period of two years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product line specification bulletin) appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

Seller further warrants to the immediate purchaser or end user that for a period of one year from the date of shipment the software will perform substantially in accordance with the then current release of specifications if properly used in accordance with the procedures described in seller's literature. Seller's liability regarding any of the software is expressly limited to executing its reasonable efforts to supplying or replacing any media found to be physically defective or in executing defects in the software during the warranty period. Seller does not warrant the use of the software will be uninterrupted or error-free.

(2) **Limitation:** The warranty and/or obligations described in the foregoing paragraph, including any additional warranty contained in the special conditions of sale, are exclusive, and the remedies provided hereunder for breach of these warranties shall constitute immediate purchaser's or end user's exclusive remedy and a fulfillment of all seller's liability. In no event shall seller's liability to immediate purchaser or end user exceed the price of the specific product which gives rise to immediate purchaser's or end user's claim. The seller's warranties do not apply to major components not of S&C manufacture, such as surge protectors, current-limiting fuses, instrument transformers, relays and contactors, low-voltage circuit breakers, motor terminal units, and

terminators. However, seller will assign to immediate purchaser or end user all manufacturer's warranties that apply to such major components. All other warranties, whether express or implied or arising by operation of law, except of design, design of trade or otherwise, are excluded. The only warranties are those stated herein, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION (PROVIDED HEREIN) IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY MATERIAL PROMISE ENCLOSED IN THESE STANDARD CONDITIONS OF SALE. The seller shall not be liable in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but not limited to loss of profits or revenue, loss of other equipment, loss of bid or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation of equipment or reassembly, or similar damages, arising out of or resulting from this order or transaction.

NUCLEAR: For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify seller, its subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident.

EXPORT COMPLIANCE:

Seller is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, purchaser shall not export, re-export, distribute, download, or supply any product, component, part, or software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from seller and the applicable U.S. Government agency. Seller reserves the right to suspend or cancel delivery of products, components, parts, and/or software to purchaser or cancel this contract in its entirety, without liability to seller, if seller has a good faith basis for believing purchaser has violated or intends to violate this paragraph.

COMPLIANCE WITH ANTI-BRIBERY LAWS:

The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. Purchaser agrees not to take any action whatsoever to wrongfully influence any decisions in its or the seller's favor relating to goods sold hereunder, either directly or indirectly.

TERMS OF DELIVERY:

(1) **Risk of Loss.** Unless otherwise agreed, for all shipments, risk of loss of the products or any part thereof shall pass to the immediate purchaser upon delivery to the overseas carrier, but seller will assist immediate purchaser in substantiating claims for loss or damage.

(2) **Allowance for Freight.**

(a) **Deliveries within the United States except Alaska and Hawaii (The Low or AS).** For orders with net value of \$50,000 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination. For orders with net value less than \$50,000, freight is collect, or prepaid and added to the invoice.

(b) **Alaska and Hawaii.** For orders with net value of \$50,000 or more, prices include freight by seller's selection of transportation, to common carrier delivery point nearest first destination within The Low or AS. For orders with net value less than \$50,000, freight is collect, or prepaid and added to the invoice.

(3) **Fuel Surcharge.** For orders with seller's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.0875% of the net value of the order for every \$0.05 increase in fuel price above a base fuel price of \$1.00 per gallon. The fuel price at the time of shipment will be determined from the National Average (West Coast) Price Index provided by the United States Department of Energy.

(4) **Method of Transportation and Routing.** The seller will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the immediate purchaser.

* Includes exporters located in the United States.

▲ Authorized executives are the chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C.



September 29, 2018 S&C Electric Company

Price Sheet 150

Date: Oct 30, 2018

Quote: RCL-TUC18-95266-1

Quote

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RCL
RC Lurie Company

R.C. Lurie Co.- Tucson
1024 S Plumer
Tucson AZ 85719
Phone: (520) 647-2700
Fax: (520) 623-0702
From: Steve Gregory
Quoter Ph:

Email: sgregory@rclurie-tucson.com

Project PCWW Bldg. 84 power factor correction project

Location
Quote RCL-TUC18-95266-1

To: Roy Porter
Arizona Electric Supply
3310 E. Gas Rd, Ste 100
Tucson AZ 85714
Phone: (520) 622-7751
Fax: (520) 624-2051
Email: roy@aestucson.com

For
Bid Date Oct 30, 2018
Expires Nov 29, 2018

QTY	Type	MFG	Part
6	A	LITH-FLO	FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI
2	AX	LITH-FLO	FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI BSL520
2	B	LITH-HTK	DSXW1 LED 10C 700 30K T2M 120 PE DDBXD
2	EX	LITH-EMR	WLTE W 1 R EL

Terms and conditions of sale:

*** Please note we have added new dedicated e-mail and fax numbers for quotation requests ***

EMAIL QUOTE REQUESTS TO: TUCSONQUOTES@RCLURIE.COM

FAX QUOTE REQUESTS TO: (520) 623-0702

Prices firm for 30 days.

Manufacturer's Standard Freight Terms and Conditions for Sale Apply.

Any deviation voids this quote.

Lamps included for types quoted only unless otherwise noted.

Quote is for types and quantities listed only.

All types are quoted with standard finish unless specified otherwise.

No spares or extras included unless otherwise noted.

Verify all voltages and finishes--custom finishes will req re-quote.

Lighting Control System Start-Up Requires 3-Week Prior Notice

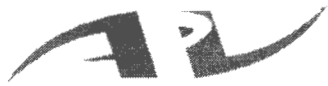
Standard Manufacturer Warranty applies unless otherwise noted.

Mfg Terms:

ACC Lithonia Lighting -Acuity Bra

Freight
Allowance
Freight Allowed

Minimum
Order



APL ACCESS & SECURITY, INC.

CARD ACCESS * BIOMETRICS * CCTV/IP VIDEO * NETWORK VIDEO RECORDING * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal: 9786-1-0

11/1/2018

Proposal For:

Alex Crouch
The Ashton Company
2727 S Country Club Road P.O. Box 26927
Tucson, AZ 85713
Phone: 520-909-9797
Fax:
Email: Alex@ashtoncoinc.com

Prepared By:

Ron Page - Service Manager
APL Access & Security, Inc.
115 South William Dillard Drive
Gilbert, AZ 85233
Phone: 480-497-9471
Fax: 480-497-9371
Email: rpage@aplsecurity.com

PIMA COUNTY WRF (TRES RIOS)

2 Door Access Control Addition to Bldg 53



115 SOUTH WILLIAM DILLARD DRIVE * GILBERT, ARIZONA 85233 * (480) 497-9471 * (866) 673-2288 * FAX (480) 497-9371

WWW.APLSECURITY.COM

RCC#202588 * ISO 9001 CERTIFIED * ISO 14001 CERTIFIED * ISO 27001 CERTIFIED * ISO 28001 CERTIFIED * ISO 31000 CERTIFIED

CONFIDENTIAL AND PROPRIETARY



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APL ACCESS & SECURITY, INC.

CARD ACCESS * BIOMETRICS * CCTV/IP VIDEO * NETWORK VIDEO RECORDING * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal: 9786-1-0
11/1/2018

2 Door Access Control Addition to Bldg 53

Alex Crouch
The Ashton Company
2727 S Country Club Road P.O. Box 26927
Tucson, AZ 85713
Phone: 520-909-9797
Fax:
Email: Alex@ashtonccinc.com

APL Access & Security, Inc. shall provide the necessary tools, equipment and materials required to add access control to the 2 doors on bldg #53 Pima County Tres Rios. This system is based in accordance with owner supplied specifications and drawings.

After careful consideration based on specifications for the system, we have assembled a system that meets current specifications and has the capability to be upgraded for future needs. A great deal of thought and analysis has gone into the selection process. Our first-hand experience with the various products available affords a unique opportunity to select proven products, which most closely reflect your needs. APL Access & Security, Inc. is pleased to provide the following proposal:

Scope of Work

This proposal covers the labor and materials to add access control to 2 doors on building 53 Tres Rios. APL will run all wire needed for access to the 2 new doors. We will install a card reader, door contact strike and mechanical crash bar to the new doors. We will install new DSX panels and terminate all wires. We will connect the new panel to the network and program new doors. When completed we will test for proper operation.



115 SOUTH WILLIAM DILLARD DRIVE * GILBERT, ARIZONA 85222 * (480) 497-9471 * (866) 573-2238 * FAX (480) 497-9371
WWW.APLSECURITY.COM
ROG#20288 * SOB CERTIFIED * GSA SCHEDULE B4 * UL 2030 CERTIFIED * MBE CERTIFIED * DBE CERTIFIED * DBE CERTIFIED
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APL Access & Security, Inc.

CARD ACCESS * BIOMETRICS * CCTV/IP VIDEO * NETWORK VIDEO RECORDING * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal: 9786-1-0
11/1/2018

Schedule of Equipment for: Access Control

QTY	Description	Sell	Ext Price
1	Intelligent 2 Door Package Includes one 1040E Enclosure, one 1042 Controller, one 1040CDM Communication Distribution Module, & one 1040PDP Power Distribution Panel. Up to three additional Controllers can be added to this package. Any combination of 1042,	\$1,168.83	\$1,168.83
2	MultiCLASS SE RP40 reader; Black; Pigtail; wiegand	\$200.00	\$400.00
2	Battery 12 Volt 7Ah F1 Terminal Sealed	\$15.03	\$30.06
1	Lock power supply	\$233.77	\$233.77
1	Auto-sensing 10/100BaseT communications interface for DSX Controllers powered from DSX Controller with 12VDC at 300ma.	\$233.77	\$233.77
1	**22/6** Plenum Cable	\$195.51	\$195.51
1	**22/2** Plenum Cable	\$100.55	\$100.55
1	**18/2** Plenum Cable	\$156.40	\$156.40
1	**22/4** Plenum Cable	\$126.49	\$126.49
2	Overhead Door Mini Switch/Magnet Set, w/ Universal Magnet, Featu	\$15.25	\$30.50
2	REX, Quiet Latch Retraction, Grooved, Night Latch, Optional Pull,	\$2,272.40	\$4,544.80
1	990NL-R&V-US26D Night Latch Trim w/Pull for 98/99	\$240.03	\$240.03

Labor Schedule for: Access Control

QTY	Description	Rate	Price
1.00	Project Manager	\$800.00	\$5,600.00
1.00	General Labor	\$4,800.00	

Additional Services and Fees for: Access Control

QTY	Description	Price
1.00	Sales Tax Surcharge	\$663.12
1.00	Access Control Lot: Miscellaneous Materials	\$250.00
1.00	Submittals	\$1,200.00

Equipment SubTotal:	\$7,460.71
Labor SubTotal:	\$5,600.00
Additional Services and Fees SubTotal:	\$2,113.12
Access Control SubTotal:	\$15,173.83

Financial Summary

Total Equipment:	\$7,460.71
Total Labor:	\$5,600.00
Additional Services and Fees:	\$2,113.12
Total System Investment:	\$15,173.83

Unless otherwise noted taxes are not included and will be charged additionally at time of invoice.



115 SOUTH WILLIAM DILLARD DRIVE * DILBERT, ARIZONA 85223 * (480) 497-9471 * (866) 873-2288 * FAX (480) 497-9371

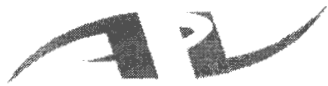
WWW.APLSECURITY.COM

RDC#202588 * SDB CERTIFIED * GSA SCHEDULE 84 * UL 2050 CERTIFIED * MBE CERTIFIED * SBE CERTIFIED * DBE CERTIFIED

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APL ACCESS & SECURITY, INC.

CARD ACCESS * BIONOMETRICS * CCTV/VIDEO * NETWORK VIDEO RECORDING * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal: 9786-1-0
11/1/2018

Provided by: The Ashton Company

- City Permits required for this project, if any, APL Access & Security, Inc. shall provide permits for an additional fee to cover permit fees and our time involved, if applicable
- 120 VAC Power where necessary
- Payment and/or Performance Bonding.
- Overtime, weekends, or shift work. Proposal is based on normal working hours Monday-Friday 8am- 5pm Arizona time

WARRANTY: APL Access & Security, Inc. warrants all material and labor furnished for a period of one year from date of acceptance of project by Owner's representative. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

COMPLETION AND PARTIAL COMPLETION WORK: At any time during the installation of this project, if APL Access & Security, Inc. completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, APL Access & Security, Inc. may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the Contract, it will be considered completed. Progress payment schedule shall apply to all completed work.

The completed system shall be tested in the presence of the owner's representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the owner shall sign a Letter of Completion issued by APL Access & Security, Inc.. APL Access & Security, Inc. shall record the notice of completion as the start of the 1-year warranty period. Owner's decision to use or not use the system at this time does not affect the warranty period.





APL Access & Security, Inc.

CARD ACCESS • BIOMETRICS • CCTV/IP VIDEO • NETWORK VIDEO RECORDING • INTRUSION DETECTION • ID BADGING
GATE ACCESS SYSTEMS • ELECTROMECHANICAL DOOR HARDWARE

Proposal: 9786-1-0
11/1/2018

Acceptance

Proposal Summary

Project: 2 Door Access Control Addition to Bldg 53
Total Cost: \$15,173.83

PAYMENT TERMS:

APL Access & Security, Inc. reserves the right to require progress billing as necessary for a project. All sums paid shall be sent to APL Access & Security, Inc. 115 South William Dillard Drive, Gilbert, Arizona 85233. APL Access & Security, Inc. reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

30 day net. Prices are good for 90 days. All above equipment is property of APL until final payment has been rendered. In the event of non-payment, APL has the right to exercise any reasonable legal actions arising from such non-payment. The proposal provided represents our interpretation of the requirements of this project. Please feel free to contact us at the number below should you need clarification or if you simply have a question, as we are prepared to meet with you at your convenience.

We look forward to the opportunity to serve your business. Thank you in advance for your time and consideration

APL Access & Security, Inc.

Ron Page

Service Manager
Ron Page

11/01/2018
Date

Signature, Print Name, and Title
Authorized Representative of: The Ashton Company

Date





3700 E Columbia St, #120
TUCSON, AZ 85714
(520) 882 9647
FAX: (520) 882 7495

Johnson Controls Quotation

TO
The Ashton Company, Inc
Po Box 26927
TUCSON, AZ 85726-6927

Project: Ina Road Waste #53
Customer Reference: Ina Road Waste #53
Johnson Controls Reference: 446410213
Date: 11/01/2018
Page 1 of 6

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

QUANTITY	MODEL NUMBER	DESCRIPTION
Ina Road #53 Fire Alarm		
	Ina Road #53 Fire Alarm	
1	4010-9401	4010ES FACP 120V RED
1	4010-9817	MODULAR NETWORK CARD FOR 4010
2	2081-9288	BATTERY 12.7AH
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE
2	4099-9006	STATION-LED, DA PUSH ADDR
2	4098-9714	PHOTO SENSOR
2	4098-9792	SENSOR BASE
2	4090-9001	SUPERVISED IAM
2	4906-9127	HORN/STROBE MC RED
2	STI-1155	STOPPER II WITH HORN
	DPSCD	DP SVCS BLUPRT/CAD/DRAFT/COPY
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)
1	DPIM	INSTALLATION MATERIALS
1	4100-6072	SM FIBER MODEM LEFT PORT
1	4100-6073	SM FIBER MODEM RIGHT PORT
	Professional Services - Ina Road #53 Fire Alarm	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	Technical Services - Ina Road #53 Fire Alarm	
	COMM LAB	Commissioning Labor

Total net selling price, FOB shipping point, \$17,973.00

Comments

Excludes estimated sales tax of \$1,020.00

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Ina Road Waste #53
Customer Reference: Ina Road Waste #53
Johnson Controls Reference: 446410213
Date: 11/01/2018
Page 2 of 6

Johnson Controls Quotation

Comments (continued)

Please read the notes below and call if you have any questions.

Contact Information:

Steve Linde
Electronic Service Sales Representative
520-305-6501
Steven.linde@jci.com

Johnson Controls Scope of Work:

Johnson Controls will provide the listed equipment, plans, permits and technical services for the facility listed above.

Exceptions and/or Clarifications:

Additional devices may be deemed necessary by the AHJ and could result in additional cost.

Electrical contractor will provide and install all conduit and boxes (including the installation of Johnson Controls provided weatherproof boxes and cabinets), pull strings, flexible piping, box blank covers, electrical breakers, terminal cabinets, breaker locks, wire, devices, terminations.

THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY "[X]":

- ☐ Specification section:
- ☒ Information from plans Drawing Numbers and Dates, E202 dated 10-18-2018 provided by Canfield Engineering
- ☐ Up to and including addendum:
- ☐ Customer provided bill of material
- ☒ Verbal request
- ☐ Value engineering
- ☒ Design Build

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

- ☒ Equipment as listed
- ☐ Demolition of existing fire alarm devices
- ☐ State Sales Tax
- ☒ Freight (F.O.B. shipping point)
- ☒ Shop Drawings
- ☐ PE Sealed Drawings
- ☒ Panel terminations
- ☒ Technical installation support including programming
- ☒ Permit
- ☐ Inspection Fees
- ☐ Payment/Performance Bonds
- ☒ 1 functional system certification test
- ☒ 1 AHJ test
- ☐ 1 10% Re-Test
- ☐ 2 Hours of operation and maintenance training
- ☒ Close out documentation

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Ina Road Waste #53
Customer Reference: Ina Road Waste #53
Johnson Controls Reference: 446410213
Date: 11/01/2018
Page 3 of 6

Johnson Controls Quotation

Comments (continued)

- ☐ Interface to non-SimplexGrinnell provided equipment i.e.: HVAC and elevator
- ☒ One year standard warranty
- ☐ Monitoring

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

Phased Checkout
Phone lines
Remote station monitoring contract (available upon request)
Knox box
Cutting, drilling, patching, fire caulking or painting
Interface to non-Johnson Controls provided equipment i.e.: HVAC and elevator

It is Johnson Controls understanding that these drawings and specifications represent the work to be accomplished in its entirety and no additional work or materials is expected or required. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

ADDITIONAL NOTES:

Quotation is valid for a period of 30 days ONLY unless modified in writing by Johnson Controls

All work is to be performed during normal Johnson Controls hours of 8am to 5pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.
We reserve the right to correct this quote for errors and omissions.

As stated above, Johnson Controls will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Johnson Controls on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Johnson Controls standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Steve Linde
Electronic Service Sales
Phone: (520) 882-9647
Cell: (520) 305-8501
Fax: (520) 882-7495
email: steven.linde@jci.com

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any services and/or without further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

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

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

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

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

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Japan 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 (a) 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. 26.2, 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 (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSCOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, walkman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s), which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- Supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement.
- Provide a safe work environment. In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage; continue such measures until the Covered System(s) are operational and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto or for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation, including without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working pass, connections and facilities for erection at the time the materials are delivered. In the event Customer fails



to have all things in readiness at the time scheduled for receipt of materials. Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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

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

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety and Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical, and for any additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, they may increase or decrease the cost of the work to Company. The parties shall agree in writing to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products or otherwise perform work required by this Agreement due to lack of available best products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities 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. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

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

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

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided, however, that Company's sole liability and Customer's sole remedy under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof which Company determined is defective at Company's sole option and subject to the availability of service personnel and parts as determined by Company. Company warrants exportable items, including, but not limited to, video and print heads, television camera tubes,

video monitor, dissolve tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the system, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or other connections performed by Customer or any third party shall void all warranties.

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

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance or its obligations under this Agreement becomes materially due to obsolescence of equipment or



Project: Ina Road Waste #53
 Customer Reference: Ina Road Waste #53
 Johnson Controls Reference: 446410213
 Date: 11/01/2018
 Page 6 of 6

Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be: 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable; 2) abuse of the System or the Equipment; 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: 1) discontinue furnishing Services; 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under 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; 3) receive immediate possession of any equipment for which Customer has not paid; 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing, inspection and repair of: 1) detectors, beam detectors, and U/VIR equipment; provision of fire watches; clearing of obstructions; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or charges 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). Repair Services provided pursuant to this Agreement do not cover, and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work, section the Agreement price does not include travel expenses.

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

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantines, restrictions, war, acts of civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

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

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

32. Entire Agreement. The parties intend this Agreement together with any attachments or Riders (collectively the "Agreement") to be the most complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

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

35. License Information (Security System Customers): AL: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Fifth 392, Montgomery, Alabama 36116 (334) 264-9368. AR: Regulated by: Arkansas Board of Private Investigators And Private Security / agencies #1 State Police Plaza Drive, Little Rock 72208 (501) 618-6600. 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, 5806 N. Lamar Blvd., Austin, 78752-4422, 512-434-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

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

Offered By: Johnson Controls Fire Protection LP - Licensee	Accepted By: (Customer)
3700 E. Columbia St. #120 TUCSON, AZ 85714	Company: _____
Telephone: (520) 932-9647	Address: _____
Representative: Steven Lindo	Signature: _____
Email: steven.lindo@jci.com	Title: _____
	Fax #: _____ Date: _____

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America



ARIZONA DIVISION
4801 E. WYOMING STREET
TUCSON, AZ 85706
PH: (520) 748-1607
FAX: (520) 748-1698

QUOTATION

Project Name: 618 Vault
Project Location: Tucson, AZ
Customer Name: The Ashton Company, Inc.
Attn To: Alex Crouch
Phone: (520) 909-9797

Quote Number: Q-00005375
Quoted Date: 10/30/2018
Quoted By: John Suor

ITEM	QTY	DESCRIPTION	PRICE EACH	EXT PRICE
1	1.00	6' x 18' x 7' Tall I.D. Vault Includes: Cover slabs with primary/secondary and access openings, thinwall knockouts, sump, ground rod holes, and pulling irons. Weight: 48,600#s Ship Code: DELIVERED - F.O.B TRUCK	\$25,100.00	\$25,100.00

GRAND TOTAL : \$25,100.00

Includes: Please allow minimum 72 hours from request for delivery to receipt of goods. This is in addition to the time required for manufacturing of the product, which will be determined upon receipt of purchase order. If the material is loaded and subsequently cancelled by the customer, a minimum restocking fee of \$300.00 will apply to each load.

BY CUSTOMER

John Suor

BY JENSEN PRECAST

CUSTOMER PO

CONTACT INFORMATION

Email: jsuor@jensenprecast.com
Phone: +1 (520) 719-6125

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY SELLER.
QUOTED PRICES DO NOT INCLUDE SALES TAX ON PRECAST ITEMS.
A 3% CREDIT CARD SERVICE FEE MAY BE ADDED FOR ALL CREDIT CARD PAYMENTS.
DELIVERY TRIPS, SETTING TIME, OR MATERIALS NOT NOTED ABOVE WILL BE BILLED ACCORDINGLY.
OFFER TO SELL SUBJECT TO JENSEN PRECAST'S COMPANY POLICIES, TERMS AND CONDITIONS.
PLEASE REFER TO <https://www.jensenprecast.com/legal/Terms-And-Conditions-Tucson.pdf> FOR COMPLETE TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED BY REFERENCE
ALL SPECIALIZED PRODUCT MAY BE SUBJECT TO A DEPOSIT PRIOR TO SUBMITTALS AND/OR PRODUCTION
QUOTATION IS VALID FOR 30 DAYS. THANK YOU FOR CHOOSING JENSEN PRECAST!



ORDERING INSTRUCTIONS

Please refer to the quotation number and date on all orders. Indicate desired delivery dates, quantities and item priority if applicable. Please contact our office for delivery schedules. Delivery lead-time will be estimated upon receipt of order, and is based on actual demand at that time. Any dates discussed prior to order are non-binding estimates. Orders for non-standard products should be accompanied by specifications, and blue prints or scale drawings. Notify us as soon as possible to insure prompt delivery.

SHIPPING POLICY

1. Jensen Precast accepts responsibility for proper installation and assembly of its products when installed or supervised by its authorized representative. Any product handled, moved, or installed by others, nullifies the responsibility of Jensen Precast.
2. The customer will be prepared to receive products at the specified delivery time. Excessive unloading or stand-by time, resetting or re-delivery not caused by Jensen Precast will be charged at the hourly rate for the equipment involved.
3. The customer will be solely responsible for the following:
 - A. Finish grade, leveling, and position of product.
 - B. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
 - C. Excavation, bedding, shoring, backfilling, compacting and grading.
 - D. Water and/or flotation control.
 - E. Setting and adjusting ladders, racking, grates or other hardware.
 - F. All other site work not specifically referred to.
4. Equipment belonging to the company cannot be left at any jobsite for the purpose of unloading or setting by others unless previously agreed to in writing between Jensen Precast and the customer.
5. Carriers are responsible for goods lost or damaged in transit. Damages or shortages should be indicated on the carrier's delivery receipt and any claims should be made in writing directly to the carrier.
6. All products are to be delivered in the number of trips specified. Charges will be added for additional trips.

COMPANY POLICIES TERMS AND CONDITIONS

THE POLICY TERMS AND CONDITIONS, DELINEATED HEREIN SHALL APPLY TO ALL QUOTATIONS, OR OFFERS TO SELL

1. Goods To Be Provided: Jensen Enterprises, Inc. dba Jensen Precast ("Jensen Precast") agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in Jensen Precast's quotation to Customer. Customer is solely responsible for determining whether the goods listed are the correct types and/or sufficient in number to meet Customer's needs and/or requirements. Jensen Precast's offer to sell is based on customer approval of Jensen Precast standard product drawings or submittals, and not in accordance with any plans and specifications, unless agreed to in writing by a duly authorized representative of Jensen Precast.
2. No Additional Terms Of Sale: Customer's acceptance of Jensen Precast's quotation is limited to these Terms and Conditions of Sale. Any new or different terms or conditions stated or proposed by Customer in its acceptance of Jensen Precast's quotation or in any accompanying or related purchase order or other document are hereby rejected by Jensen Precast and shall not be binding upon Jensen Precast. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
3. Payment Terms: Jensen Precast may require payment in full prior to manufacture or shipment of any goods. If Jensen Precast agrees to provide materials on a "Cash on Delivery" basis, payment in full is due upon arrival of Jensen Precast's equipment, prior to setting of product or unloading of trucks. Credit sales will be made only after receipt of a signed Jensen Precast credit application and written credit approval by Jensen Precast's credit manager. On all credit sales, payment in full is due within 30 days after Customer's receipt of materials or services. Customer agrees to pay a service charge of 1.5% per month on all invoices not paid when due. At its option, Jensen Precast may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against Jensen Precast for loss or damage allegedly sustained by Customer as a result of Jensen Precast's refusal to make delivery or shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by Jensen Precast in writing, shall be sent to Jensen Precast's Corporate Office, 825 Steneri Way, Sparks, NV 89431.
4. Price: The price(s) stated in Jensen Precast's quotation to Customer are firm for 30 days. The prices stated in Jensen Precast's quotation are subject to sales and use tax in accordance with Section 425061 of the Arizona Revised Statutes and Title 15, Chapter 5 of the Arizona Administrative Code. Customer shall reimburse Jensen Precast for all sales and use taxes imposed upon: (a) the sale of the goods; and/or, (b) the use of any materials consumed by Jensen Precast; and/or, (c) the sale of any fixtures or equipment incident to this contract. Prices are subject to delivery charges unless quoted as delivered (see shipping code definitions on quotation). Jensen Precast reserves the right to increase the cost of delivery or shipment if Customer increases mileage or number of trucks specified in the original quotation. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Jensen Precast reserves the right to accept or reject partial orders.

5. Time For Performance: Jensen Precast will endeavor to meet any reasonable shipping date(s) requested by Customer. However, Jensen Precast does not guarantee that the goods will be furnished by any particular date. All shipping dates stated or indicated are estimates only and are based upon conditions known at the time the dates were stated or indicated. Jensen Precast shall not in any event be liable for any loss or damage sustained by Customer on account of failure to meet any delivery or shipping date.

6. Delivery: Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall provide assistance in delivering the goods, including but not limited to assisting in backing and directing Jensen Precast's truck at the delivery site, providing access to the delivery site that is acceptable to Jensen Precast, and providing a setting location for the truck, crane or other delivery equipment that is acceptable to Jensen Precast. Jensen Precast shall not be liable for any property damage arising from or related to delivery of the goods, including without limitation damage to sidewalks, curbs, fences, valves, conduit, pipes, concrete, asphalt, lawns, trees, or landscaping. All excessive unloading or stand-by time, resetting or re-delivery will be charged for at the current hourly or mileage rates of the equipment involved. If for any reason Jensen Precast cannot set the goods at the time of delivery, Customer shall be responsible for setting the goods by other means, at no cost to Jensen Precast.

7. Customer Responsibilities: The Customer or its designated representative shall be solely responsible for accomplishing the following:

- a. Finish grade, leveling and position of the goods.
- b. Grouting and/or sealing of vault sections, grade rings, risers, frames, covers, pipes or similar structures, unless a duly authorized representative of Jensen Precast has stated in writing that Jensen Precast will perform installation and sealing of the goods.
- c. Excavation, bedding, shoring, backfilling, compacting and grading.
- d. Water and/or flotation control.
- e. Setting and adjusting ladders, racking, grates or other hardware.
- f. Providing a one- or two-person ground crew to assist the Jensen Precast crane operator.
- g. All other site work not specified above.

8. Returns: The goods shall not be returned for credit without prior written authorization and approval by a duly authorized representative of Jensen Precast. A minimum handling charge of 15% plus actual shipping or delivery costs shall be made on all goods returned to compensate for costs of accounting, reconditioning, restocking and delivery, except when due to fault or error of Jensen Precast. No credits shall be allowed on used, damaged, custom, specially ordered or specially manufactured goods. Customer shall bear the cost of any labor, damage or transportation associated with return of the goods.

9. Equipment: Unless otherwise agreed to in a writing signed by a duly authorized representative of Jensen Precast, equipment belonging to Jensen Precast cannot be left at any job site for the purpose of unloading or setting by others.

10. Project Information: Customer agrees to furnish to Jensen Precast promptly upon request all project information necessary for Jensen Precast to perfect or provide notice of its mechanic's lien, stop notice, and/or payment bond rights.

11. Force Majeure: Jensen Precast will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Jensen Precast's reasonable control including, but not limited to: Customer's failure to timely supply Jensen Precast with necessary data or specifications; any changes in such data or specifications at Customer's request; fires; explosions; floods; acts of God; epidemics; quarantine; embargoes; strikes; work stoppages or slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of civil or military authorities; inability to obtain any license or consent necessary in respect of any the goods; inability to obtain equipment, materials, labor, fuel or supplies; and delay by suppliers or material shortages.

12. Limited Warranty: For a period of one year from the date of shipment or delivery to Customer, Jensen Precast warrants all of the goods which it has manufactured to be free of material defects. If any such goods are found to be materially defective during the warranty period, Jensen Precast agrees to, in its sole discretion, repair or replace the defective goods without charge to Customer. Customer's remedy with respect to such goods is limited to repair or replacement. For goods not manufactured by Jensen Precast, Customer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods. **AS TO ALL GOODS SOLD BY JENSEN PRECAST TO CUSTOMER, THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JENSEN PRECAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER THE CUSTOMER'S CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.**

13. Indemnity: Customer is solely responsible for the selection, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Customer agrees to defend and indemnify Jensen Precast from and against any claim for loss or damage, including attorneys' fees and experts' or consultants' fees, arising from or relating to such selection, installation, and use. This indemnity applies regardless of any active and/or passive negligent act or omission on the part of Jensen Precast or its employees; provided, however, Customer shall not be obligated to indemnify Jensen Precast for the sole negligence or willful misconduct of Jensen Precast or its employees.

14. Risk of Loss: The risk of loss shall pass to Customer based on the applicable shipping code:

- a. "Delivered and Set": Risk of loss shall pass to Customer when Jensen Precast's delivery truck has unloaded the product.
- b. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.
- c. "Delivered and offloaded": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.

d. "F.O.B. Jensen Precast Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.

15. Dispute Resolution: All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by Jensen Precast to Customer shall be heard and decided exclusively in a State or Federal Court located in the state of Arizona. These Terms and Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Arizona. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Submittals and Tests: Jensen Precast reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.

17. Custom Products: Jensen Precast will charge customer for any work completed at the time of cancellation of a custom or special order. All custom orders will be invoiced to customer if not released for delivery within 30 days past estimated date of delivery.

18. Storage Fees: For every month beyond the requested manufacture date that the product remains in Jensen Precast's possession, a fee of 1% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.

19. Invoice Date: Customer will be invoiced for product at either, date of delivery or 60 days past date of originally requested delivery/pick up date.

SHIPPING CODE DEFINITIONS

Code #1 - DELIVERED AND SET

Quoted prices include product delivery and setting with our boom truck subject to the following provisions:

1. Jensen Precast will provide driver/crane operator services only using Jensen Precast's boom truck.
2. Customer will be solely responsible for all other site work associated with setting and installing this product unless specifically referred to in writing.
3. Most products require assistance from the customer in setting (generally one or two laborers). Contact Jensen Precast for the specific requirements of each product.
4. The customer will provide a properly prepared, sized and graded, excavation. Access and setting location for our boom truck must be acceptable to our driver or representative.
5. Since site conditions, products, and delivery equipment vary, the logistics must be considered to determine the best approach for setting the product. Attention must be given to the variables of the set, including:

- a. Capacity of the Jensen Precast boom truck and truck crane to be used.
 - b. The maximum product weight relative to the setting distance from the center of the crane to the center of the excavation cannot exceed the boom truck rated capacity.
 - c. The route to the setting location must be accessible for the boom truck without towing or pushing.
 - d. The type of terrain, site slope, and ground conditions for outrigger footings, at the setting location.
 - e. Overhead restrictions and other physical constraints.
6. Any or all of the above could prevent Jensen Precast from setting the product. In cases where Jensen Precast cannot set the product, we will off load the product in accordance with shipping code definition #3 herein.

NOTE: If for any reason Jensen Precast cannot set the product, Jensen Precast will not be responsible, or charged, for setting by any other means.

Code #2 - DELIVERED - F.O.B. TRUCK:

Quoted prices include product delivery to the job site only; "Free On Board" the truck. Generally, this would be a flatbed truck without a crane or other unloading equipment subject to the following provisions:

1. The company will provide driver services only and the customer will supply means of unloading and setting products.

Code #3 - DELIVERED AND OFFLOADED:

Quoted prices include product delivery to the job site and unloaded from our truck subject to the following provisions:

1. Jensen Precast will provide driver services and a means of unloading products.
2. The customer will provide an acceptable location for unloading and storing products, and the means for setting the product in the permanent location.

Code #4 - F.O.B. - JENSEN PRECAST YARD

Quoted prices include product loading on customer or common carrier trucks in the yard subject to the following provisions:

1. Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.

2 Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.

3 Yard location will be addressed in section one of the quotation.

Code #5 - OTHER AS SPECIFIED

If not specified in section one of this quotation, please consult our office for more specific information or written clarification.

Code A - DELIVERED IN FULL TRUCK QUANTITIES OR A COMBINED SHIPMENT:

Quoted prices include delivery and/or setting as delineated above in codes 1, 2 or 3:

1 Delivered in combination with other products in the quotation.

2 Delivered when Jensen Precast is otherwise on the jobsite.

3 Delivered in full truckload quantities.

Code B- Delivery Pre-Attached

Quoted prices include item pre-attached or installed on an item that is also being delivered.

Code C- Assembled and Sealed

Jensen Precast will provide delivery as specified in the quote per codes 1-5 above, and will additionally provide assembly and sealing of the structural components of the vault or tank. Customer will be responsible for installing and sealing grade rings, rings and covers, and any other installation or site work required.

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this Bond shall not be less than 100% of Contract Amount)

Bond No. 24061697

KNOW ALL MEN BY THESE PRESENTS: That we The Ashton Company, Inc., Contractors and Engineers (hereinafter called the Principal), and Liberty Mutual Insurance Company, a corporation duly authorized to do business in the State of Arizona with its principal office in the city of Boston, MA (hereinafter called the Surety), are held and firmly bound unto Pima County, Arizona (hereinafter called the Obligee), in the penal sum of Seven Million Seven Hundred Thirty Thousand Six Hundred Eight and * Dollars (\$ 7,730,608.91) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

* 91/100

WHEREAS, said Principal has entered into a certain Contract, with said Obligee, dated _____, 20 ____ (hereinafter called the "Contract"), for project Contract No. CT-WW-18-423 Design-Build Services For: TRWRF BioGas **which Contract shall be deemed a part hereof as fully as if set out herein. ** Cleaning and Utilization Project (3GAS18) GMP #1 Equipment Procurement / Site Electrical Expansion

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

The prevailing party in a suit to recover on this bond shall also recover as part of his judgment, such reasonable attorney's fees as may be fixed by a Judge of the Court.

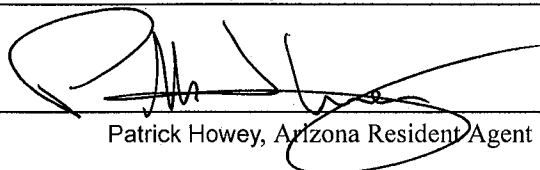
WITNESS our hands this 10th day of January, 20 19

The Ashton Company, Inc., Contractors and Engineers
Principal

By: 

Liberty Mutual Insurance Company
Surety

By: 
Tina Marie Berger, Attorney-In-Fact

Attest: 
Patrick Howey, Arizona Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8117441

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tina Marie Berger; Joseph C. Dhuey; Frances Farnsworth; Patrick Howey; Tina K. Nierenberg; Saralyn Seymour; Charles A. Touche; Brian D. Wilder; Andrea T. Windish

all of the city of Tucson, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this Bond shall not be less than 100% of Contract Amount)

Bond No. 24061697

KNOW ALL MEN BY THESE PRESENTS: That we The Ashton Company, Inc., Contractors and Engineers (hereinafter called the Principal), and Liberty Mutual Insurance Company, a corporation duly authorized to do business in the State of Arizona with its principal office in the city of Boston, MA (hereinafter called the Surety), are held and firmly bound unto Pima County, Arizona (hereinafter called the Obligor), in the amount of Seven Million Seven Hundred Thirty Thousand Six Hundred Eight and * Dollars (\$ 7,730,608.91) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. * 91/100

WHEREAS, said Principal has entered into a certain Contract, with said Obligor, dated _____, 20____ (hereinafter called the "Contract"), for project Contract No. CT-WW-18-423 Design-Build Services For: TRWRF BioGas ** which Contract shall be deemed a part hereof as fully as if set out herein. ** Cleaning and Utilization Project (3GAS18) GMP #1 Equipment Procurement/Site Electrical Expansion

NOW, THEREFORE, the condition of this obligation is such, that if the above bonded Principal shall faithfully perform all the undertakings, covenants, terms, conditions and agreements of said contract and any extension thereof, and during the life of the guarantee required under the contract, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the Specifications.

The prevailing party in a suit to recover on this bond shall also recover as part of his judgment such reasonable attorney's fees as may be fixed by a Judge of the Court.


WITNESS our hands this 10th day of January, 20 19

The Ashton Company, Inc., Contractors and Engineers
Principal

By: 

Liberty Mutual Insurance Company
Surety

By: 
Tina Marie Berger, Attorney-In-Fact

Attest: 
Patrick Howey, Arizona Resident Agent



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/16/2019

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lovitt & Touché - Tucson 7202 E Rosewood Drive, Suite 200 Tucson AZ 85710		PHONE (A/C, No, Ext): 520-722-3000	COMPANY NAME AND ADDRESS Hanover Fire & Casualty Ins Co		NAIC NO: 1078
FAX (A/C, No): 520-722-7245	E-MAIL ADDRESS: cpijanowski@lovitt-touche.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Builder's Risk		
AGENCY CUSTOMER ID #: ASHTCOM-C1			LOAN NUMBER		POLICY NUMBER IH4D80459000
NAMED INSURED AND ADDRESS The Ashton Company, Inc. Contractors and Engineers P O Box 26927 Tucson, AZ 85726			EFFECTIVE DATE 02/01/2019	EXPIRATION DATE 03/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S) Contractors & Sub-contractors of every tier; Owner			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Builders Risk Project located at 7101 N Casa Grande Hwy, Tucson, AZ. TRWRF Biogas Cleaning & Utilization Project.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 8,394,161		DED: 5,000		
		YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			X		If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE			X		If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X		
IS DOMESTIC TERRORISM EXCLUDED?				X		
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: 100,000	DED: 5,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X		
REPLACEMENT COST		X				
AGREED VALUE				X		
COINSURANCE				X	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: 8,394,161	DED: 5,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: Included	DED: 5,000
- Demolition Costs		X			If YES, LIMIT: 1,000,000	DED: 5,000
- Incr. Cost of Construction		X			If YES, LIMIT: 1,000,000	DED: 5,000
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: 8,394,161	DED: 25,000
FLOOD (If Applicable)		X			If YES, LIMIT: 8,394,161	DED: 25,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				X		

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Pima County Procurement Department Design & Construction Division 130 W Congress Street 3rd Floor Tucson AZ 85701-1207 United States			AUTHORIZED REPRESENTATIVE <i>R.T. McCoy</i>

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Lovitt & Touché - Tucson		NAMED INSURED The Ashton Company, Inc. Contractors and Engineers P O Box 26927 Tucson, AZ 85726	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**REMARKS:****ADDITIONAL NAMED INSURED:**

The following persons or organizations are included as Additional Named Insureds when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as an Additional Named Insured, but only to the extent of their financial interest in the Covered Property:

- Owner(s) of Covered Property
- Contractors and sub-contractors of every tier

Includes:

\$500,000 Property at Temporary Locations
\$500,000 Property in Transit
\$50,000 Soft Costs

PROJECT: Solicitation NO. 285645; CT-VVV-18-423 - Design Build Services for TRWRF BioGas Cleaning & Utilization Project (3GAS18)

OWNER: Pima County, and its departments, districts, boards, commissions, officers, officials, agents and employees; Pima County Regional Wastewater Reclamation Department.