



Turner Construction Company
2001 N. Lamar, Suite 100
Dallas, TX 75202
Phone: (214) 721-8400
Fax: (214) 721-8493

3/19/12

Mr. Bill Burke
Collin County
4600 Community Ave.
McKinney, TX 75071

RE: **Collin County Courthouse Addition**
Owner Project #R0508003.00
Turner Project #1692600

SUBJ: PCO #206 – RFI #450 – Level 1 Fire Alarm Scope.

Dear Mr. Burke:

We have finalized the required quotations for PCO #206 – RFI #450 – Level 1 Fire Alarm Scope.

We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. Attached is a detailed itemization of the extra costs. Total amount of this request is **Twenty Three Thousand Three Hundred Twenty Three dollars (\$23,323)**.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience. This pricing is valid for (5) days, after which, we reserve the right to re-evaluate.

Please review and acknowledge your approval in the space below. Once approval is achieved, we will expect this PCO to be included in a forthcoming Change Order.

Best Regards,

J. Leos

John Leos

Approved by: _____
Collin County

Date

Reviewed by: *Brian Nicodemus*
PGAL

4.11.12

Date

cc: Brad Harris & Sara Hoglund- Collin County
Brian Nicodemus- PGAL
Matt Nail & Kevin Karagias- TCCo

PCO 206 Appears to be in line with current market pricing and does not seem have any added premium pricing. PGAL was unable to verify the pricing scope with a regional contractor as of 4.11.12

RFI # 450

Fire Alarm Proposal

Proposal Date: 3/07/2012

Project: Collin Co. level 1 renovations

To: Turner Construction
From: MCS Fire & Security
Antone Mccorkle
amccorkle@mcsfiresecurity.com
Office: 972-406-9300
Mobile: 214-563-6828

MCS is pleased to provide this fire alarm proposal (this "Proposal") for your review and consideration. All system components have a warranty for a period of one (1) year, unless otherwise specified, against all defects in material and workmanship. This Proposal shall remain firm for period of (30) days from the submittal date, and price is based upon delivery of equipment within three (3) months of the Proposal Date. MCS payment terms are net (30) days with progressive billing (see the payment terms in the Exclusions and Clarifications section of this Proposal). Unless otherwise replaced by a written agreement between Customer and MCS, following the execution of this Proposal by Customer, it shall serve as the entire agreement relating to the services and any references to the "Agreement" herein shall include all terms and conditions set forth in this Proposal.

Scope of Work

MCS to provide and install all panels and devices for the Collin County Courthouse renovation for level 1 this proposal was generated by drawings approved by the Mckinney Fire marshal dated 2/22/2012

This Proposal is based on the Customer's current systems configuration and count as of the Proposal Date, and assumes all existing equipment is functional. Any additional work outside of the scope of this Proposal can be done on an hourly basis at the Customer's expense. All additional work shall be approved by Customer prior to being performed.

MCS will require the system knowledge and assistance of the Customer coupled with our technical expertise to complete what is covered in this Proposal.

Note: Warranty service is provided during normal working hours. All warranty provided outside regular hours will be billed at premium service rates. Damage or defects found to be related to accident, neglect, misuse, acts of God, and/or attempted repair by others will not be covered under warranty.

The entire Scope of Work to be performed on the Project is described in this Proposal and any other contractual documents executed in connection with the Scope of Work, together with any modifications or additions (the "Contract Documents"), shall set forth the agreement of each of MCS and the Customer. MCS agrees to furnish all things as indicated in the Contract Documents which are necessary to complete the work.

Exclusions and Clarifications

Payment:

MCS shall be entitled to receive either a payment in full within thirty (30) days after completion of the Scope of Work or, in the case of progress payments, within thirty (30) days after completion of the work properly performed during the payment period specifically established in writing with the Customer prior to the commencement of work. Failure to make timely payments shall be subject to an additional 5% fee. Failure to make payments within ninety (90) days after the completion of the Scope of Work or after the completion of a progress period, shall provide MCS an option to terminate this agreement per the terms set forth below without prior notice.

Installation Requirements:

MCS will provide necessary installation, programming and start-up of the proposed system that meet and/or exceeds federal, state, local and all applicable code requirements. Any damage to the Work prior to completion of the Scope of Work, which is not the fault of MCS may be corrected and rectified by MCS for an additional charge. Any existing defective equipment can be repaired or replaced at an additional charge.

Termination:

MCS, by written notice, shall have the right to terminate and cancel the work being performed in connection with this Agreement, in whole or in part, for any reason by providing Customer with prior written notice. MCS shall not be liable to Customer for any other cost or consequential damages, including prospective profits on any portion of the Work not performed as a result of termination.

Training:

This Proposal includes informal training for Administrative, Operational and Maintenance personnel so a full understanding of day-to-day operation can be best utilized.

Warranty:

MCS offers a standard one (1) year warranty on all labor and material included in this project. All system components provided in this proposal are warranted against all defects in material and workmanship.

Sales Tax:

Sales Tax is not included in this Proposal.

Electrical and Network Connections:

Customer to provide all electrical power (120 VAC) as required. Lighting, conduit, raceway, trenching, concrete work, pull-strings, standard back-boxes and temporary power are not included in the proposal. Customer to provide all network connections and drops as required. Electrical contractor to provide and install 120vac power, conduit, raceway, standard device back boxes and special back boxes provide by MCS.

System Interfaces:

This proposal does not include any system interface to any type of mechanical equipment not furnished by MCS. This includes but is not limited to Halon, CO₂ or suppression systems, Air Handling Units, Fire Dampers, Elevator shutdown, etc. MCS will furnish interface points to control these various pieces of equipment as required, but the connection from the MCS interface point to the piece of equipment being controlled or monitored will be by others.

Miscellaneous:

All claims, disputes, and other matters in question arising out of or relating to this Proposal, or the breach thereof, shall be decided by arbitration before the American Arbitration Association in the county in which the contracted work or project is principally located. The arbitration shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules.

If either party shall deem it necessary to employ an attorney to assert any right or to enforce any obligation hereunder or pay any liens, that party shall be entitled to recover all costs and expenses thereby incurred including, without limitation, the fees and expenses of the attorney so employed.

This Agreement and the performance of maintenance and extended warranty described herein shall be governed by and interpreted in accordance with the laws of the State of Texas.

If any term or provision of this Proposal is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Proposal. The duties and obligations imposed on each party by this Proposal and the rights and remedies available shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law.

This Agreement embodies the entire agreement between Customer and MCS and supersedes all prior representations made by MCS. No modification or amendment of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

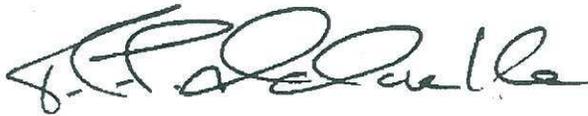
Project Cost

Engineering:	\$1,998.54
Permitting:	\$764.71
Labor:	\$9,705.33
Fire Alarm Wire:	\$975.29
Fire Alarm Materials:	\$5,213.34
Project Management:	\$1,006.93
Testing / Inspection:	\$838.86

LEVEL 1 RENOVATION: \$ 20,503.00

Thank you for allowing MCS the opportunity to participate in this project. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,



MCS AUTHORIZED SIGNATURE

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

CUSTOMER NAME	DATE
X _____	_____
AUTHORIZED SIGNATURE	PRINTED NAME/TITLE