



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

9/14/12

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 #256 –DA Door Install.

Dear Mr. Burke:

We have finalized the required quotations for PCO #256 –DA Door Install.

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 **Three Thousand Six Hundred and Sixty Six Dollars (\$3,663)**.

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,

Kevin Karagias

Approved by: _____
Collin County

Date

Reviewed by: _____
PGAL

Date

cc: Brad Harris & Sara Hogleund- Collin County
Brian Nicodemus- PGAL
Matt Nail & John Leos- TCCo

September 14, 2012

CHANGE WORK SHEET #86-Rev.1

KL ENTERPRISES, INC.
449 E. KENNEDALE PKWY.
KENNEDEALE, TX. 76060

PROJECT: COLLIN COUNTY COURTHOUSE #1692600 - 104
GENERAL CONTRACTOR: TURNER CONSTRUCTION
ATTENTION: JOHN LEOS

RFC#86

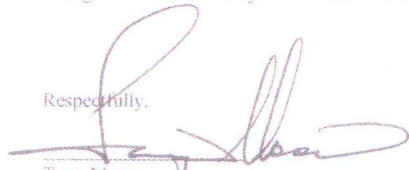
DESCRIPTION:

COST PROPOSAL REFLECTING ADDITIONAL COSTS FOR REMOBILIZATION AND CONNECTION OF DOOR POWER AT DA'S OFFICES.

ORIGINAL CONTRACT PRICE	\$1,534,444.00
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	\$224,157.00
CONTRACT TOTAL PRIOR TO CHANGE ORDER	\$1,758,601.00
CONTRACT PRICE TO BE INCREASED/DECREASED BY	\$692.00
NEW CONTRACT TOTAL BY CHANGE ORDER (UPON APPROVAL)	\$1,759,293.00
CONTRACT TIME TO BE INCREASED/DECREASED BY (0) DAYS	

This change order will be authenticated by endorsement of this quote & agreement on net 30 day payment upon completion of work or official change order document by Contractor. The following conditions shall apply: (1) NA

Respectfully,



Tony Moore
KL Enterprises, Inc
General Manager

Accepted By.

KL ENTERPRISES, INC.
449 E. KENNEDALE PKWY.
KENNEDALE, TX. 76060

COLLIN COUNTY COURTHOUSE

SEPTEMBER 14, 2012

Change for:

**COST BREAKDOWN REFLECTING ADDITIONAL COSTS FOR REMOBILIZATION AND
CONNECTION OF DOOR POWER AT DA'S OFFICES.**

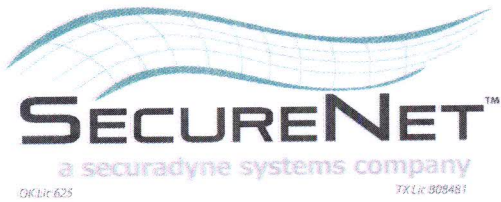
Job No. #1692600 - 104
Change No. 086-Rev.1
Bulletin RFC#86

Submitted To:
TURNER CONSTRUCTION
2001 N. LAMAR STE 100
DALLAS, TX. 75202
Attn.:JOHN LEOS

Material Cost				
		\$	52.00 PROJECT MANAGER	
		\$	46.00 SUPERINTENDANT	
	16.00	50%	\$ 44.65 FOREMAN	357.20
	16.00		\$ 38.50 JOURNEYMAN	
	16.00	50%	\$ 34.00 APPRENTICE	272.00
Premium Labor				178.60
Subtotal				629.20
	10.0%	Overhead And Profit		62.92
		PP Bond		
Total Add/Deduct				692.12

KL ENTERPRISES, INC.
Tony Moore

General Manager



Securadyne Systems Texas, LLC
 Prepared by Jeff Gravley
 3440 Sojourn, Suite 240
 Carrollton, TX 75006
 (972) 248-4949 Fax (972) 248-2220

DA Door Install

0010056752

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Client Information

Name **Turner Construction**
 Address 2001 N. Lamar Street
 Suite 100
 Dallas, TX 75202
 Attn: Kevin K
 Reference:
 P.O. Number:

DA Door Install

Date: Aug 28, 2012
 Eq. Terms Billed Upon Storage
 Labor Terms Billed Progressively
 Freight FOB Shipping Point
 Freight To staging area

No	Qty	Description	
		Quote consists of overtime work to install and commission DA door.	
		Total System Price	\$2,336.00
		* Any applicable taxes will be added at time of invoicing.	

This quotation is good for thirty (30) days from date submitted and is subject to the Terms and Conditions of Sale attached.

DA Door Install

0010056752

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Client Information

Name **Turner Construction**
 Address 2001 N. Lamar Street
 Suite 100
 Dallas, TX 75202
 Attn: Kevin K
 Reference:
 P.O. Number: DA Door Install

Date: Aug 28, 2012
 Eq. Terms Billed Upon Storage
 Labor Terms Billed Progressively
 Freight FOB Shipping Point
 Freight To staging area

Disclaimers

This quotation is good for thirty (30) days from date submitted and is subject to the Terms and Conditions of Sale attached.

Customer to provide: 110 VAC power on 20 amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required with insulated earth ground. Any conduit and pull wire, where required (water tight). Proper door hardware. Adequate mounting space for terminal interfaces, modems and expanders on plywood surface. Environmentally safe location for central controller (air conditioned and lighted). No high voltage above 110 VAC. Align doors, if necessary. Proper lighting. Constant voltage transformer. Lightning surge protection, where required. Accessible and non-obstructed chaseways for needed wire run. Connection to fire alarm system to interface into our equipment to be provided by others. Riser sleeve or core drilling between floors, where required. Securadyne Systems Texas, LLC requires written notification of any existing environmental hazard (ie. asbestos) that Securadyne Systems Texas, LLC personnel could be exposed to while providing this system. Each area of concern will require separate notification. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the purchaser. Customer is solely responsible for compliance with any applicable ADA requirements for equal access. All drawings and related documentation are proprietary and will remain the property of Securadyne Systems Texas, LLC, any use or reproduction of same are strictly prohibited. Permanent signage related to life safety codes is to be provided by others. The fire override relay will be installed in our power distribution makeup room by others. All costs associated with the fire contractor's scope of work are the customers responsibility and are not included in this contract. This contract assumes that all fire related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this contract. Any work required after hours is subject to after hours rates. If this quote contains software, Securadyne Systems Texas, LLC will load the software on one computer per server or client license purchased. If requested, Securadyne Systems Texas, LLC will provide Customer a quote to load software onto additional computers. If the software is provided to the customer at no charge from the manufacturer, Securadyne Systems Texas, LLC will load the software onto one computer. If a customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.



1. Order Acceptance The relationship between Securadyme Systems Texas, LLC and Buyer will be governed solely by the terms and conditions contained in this agreement. Securadyme Systems Texas, LLC acknowledges that Buyer, for its operating convenience, may desire to use its own purchase order or other form of acknowledgment in accepting this agreement. Securadyme Systems Texas, LLC hereby objects to any term or condition that modifies, adds to or conflicts with this agreement, and Buyer hereby agrees that this agreement shall control and shall not be modified or added to by Buyer's form. Delivery or performance of any products, equipment or services by Securadyme Systems Texas, LLC under this agreement shall be deemed acceptance of all terms and conditions by Buyer. These terms and conditions constitute the entire agreement between Buyer and Securadyme Systems Texas, LLC, and all other writings, representations or negotiations with respect to this transaction are merged herein. Modification of any of these terms will be permitted only by a written agreement signed by an Officer of Securadyme Systems Texas, LLC and an authorized representative of Buyer.
2. Scope Securadyme Systems Texas, LLC's obligations include only those products, equipment and services specifically identified in the quotation. Unless otherwise specifically identified, such obligations do not include: (a) technical assistance or design of systems or configurations of products or equipment; (b) handling, rigging, uncrating, storage or other charges incidental to shipment or delivery; (c) installation of products or equipment; (d) software installation or application training; or (e) service, maintenance or monitoring of products, equipment or systems.
3. Prices The quoted price is only valid for thirty (30) days after delivery of the quotation to Buyer, and only applies to the quantities and types of products, equipment and services specifically identified. Additional products, equipment and services requested by Buyer will be provided only if accepted by Securadyme Systems Texas, LLC in writing, and subject to Buyer's agreement to pay Securadyme Systems Texas, LLC's then current price for such products, equipment and services, plus any increases in costs caused by changes to the original scope of this agreement. Unless shown as a separate line item in the quotation, prices are exclusive of any use, sales, excise or other tax which has been or may be imposed on the products, equipment or services, and any such tax is Buyer's responsibility. Buyer is also responsible for all shipping and handling costs. If Securadyme Systems Texas, LLC is required to obtain any local permit or license to enable it to install the equipment at Buyer's premises, Buyer will reimburse Securadyme Systems Texas, LLC for any related fees or charges in addition to the quoted price.
4. Payments Payment for products and equipment is due from Buyer net thirty (30) days from invoice date. Buyer shall make pro-rata payments for partial shipments. Installation and other services will be invoiced incrementally and are payable by Buyer thirty (30) days from invoice date. Securadyme Systems Texas, LLC will invoice for materials and equipment upon receipt from the manufacturer and such invoices are payable by Buyer thirty (30) days from invoice date. Securadyme Systems Texas, LLC may decline to deliver except for cash or may stop transit whenever, for any reason, it has doubts as to Buyer's financial responsibility. If not paid within thirty (30) days of invoice, a monthly charge of one percent (1%) of the unpaid balance may be added to the price. Securadyme Systems Texas, LLC shall retain a security interest in all products and equipment until paid for in full, and Buyer shall take all action and execute all documents necessary to perfect such security interest requested by Securadyme Systems Texas, LLC. Upon failure of payment pursuant to this Paragraph 4 all of Buyer's accounts with Securadyme Systems Texas, LLC shall become immediately due and payable without notice or demand. Securadyme Systems Texas, LLC may, at its option, suspend work under this agreement and any other agreement with Buyer for non-payment of past due invoices.
5. Cancellation Securadyme Systems Texas, LLC may cancel this agreement due to nonpayment or any other breach of this agreement by Buyer if such breach is not cured within forty-eight (48) hours after written notice. In the event of cancellation by Securadyme Systems Texas, LLC or a request to stop work or cancel any part of the order by Buyer, regardless of cause, Buyer shall pay Securadyme Systems Texas, LLC as follows: (a) any products, equipment or services delivered or performed prior to the stop work order or cancellation will be paid for in full; (b) all uninstalled products and equipment that cannot be returned to the manufacturer by Securadyme Systems Texas, LLC will be accepted and paid for by Buyer, and (c) Buyer will pay Securadyme Systems Texas, LLC a restocking fee equal to 20% of the quoted price of all uninstalled products and equipment that can be returned to the manufacturer. Buyer shall also pay shipping and handling charges associated with all returned equipment. Any products or equipment paid for by Buyer shall be Buyer's property and shall be removed from Securadyme Systems Texas, LLC's premises by Buyer within thirty (30) days from date of cancellation at Buyer's expense. If not removed within thirty (30) days, the products and equipment may, at Securadyme Systems Texas, LLC's option, be shipped to the Buyer at Buyer's expense or disposed of by Securadyme Systems Texas, LLC without credit or compensation to Buyer. Buyer shall also pay the costs of settling and paying claims arising out of the termination of obligations Securadyme Systems Texas, LLC has to subcontractors and manufacturers, including reasonable attorneys' fees. If canceled due to a breach by Buyer, Buyer will also be liable for all damages otherwise allowed by law.
6. Packing and Shipping Unless otherwise specified, products and equipment will be delivered via standard ground shipping and do not include any special packing or handling requirements of Buyer. All sales are F.O.B. Securadyme Systems Texas, LLC's shipping point, and risk of loss shall transfer to Buyer upon tender to the carrier. Securadyme Systems Texas, LLC shall not be liable for delay, damage or loss during transit, and Buyer's sole remedy shall be against the carrier. Delay, damage or loss during transit shall not relieve Buyer of the obligation to make payments under this agreement.
7. Returns Buyer shall notify Securadyme Systems Texas, LLC in writing of any defects, shortages or incorrect shipments within seven (7) days of receipt; otherwise, Buyer waives the right to return the product or equipment or recover damages due to such defects, shortages or incorrect shipments. Buyer may return a product or equipment only if it is in new condition, suitable for resale in its undamaged original packaging with all original parts, and has not been used, modified, repaired, reconditioned or damaged, and subject to any other manufacturer requirements. Securadyme Systems Texas, LLC may, at its option and for the convenience of Buyer, assist in the return of products or equipment that are not covered by Securadyme Systems Texas, LLC's warranty pursuant to Paragraph 12. All such warranty claims shall be subject to the applicable manufacturer's determination of warranty coverage and, if denied, Buyer shall be responsible for all costs associated with shipping and evaluation.
8. Delivery Quoted delivery dates are approximate and are conditioned upon timely receipt of all necessary information, services and materials to be furnished by Buyer. Unless otherwise specified in the quotation, installation and other services are during standard working hours only and do not include after hours, weekends or holidays. Securadyme Systems Texas, LLC shall not be liable for any delays in delivery for causes excused by Paragraph 18 below or elsewhere in this agreement.
9. Waiver Waiver by Securadyme Systems Texas, LLC of a breach by Buyer of any provisions of this agreement shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect. Securadyme Systems Texas, LLC's rights and remedies under this agreement are cumulative and in addition to any other rights and remedies allowed by law or in equity.
10. Governing Law This agreement shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of the State of Texas. Any dispute arising out of or related to this agreement shall at Securadyme Systems Texas, LLC's sole option be resolved by arbitration administered through the American Arbitration Association in accordance with its current rules for commercial disputes. If Securadyme Systems Texas, LLC does not elect arbitration, then the dispute shall be resolved by litigation. All arbitration or other legal proceedings shall be conducted exclusively in Dallas County, Texas. In any arbitration or other legal proceeding brought to interpret or enforce this agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and expenses in addition to such relief as it may otherwise be entitled. If an arbitrator or court determines that any part of this agreement is invalid or unenforceable, that provision shall be reformed and enforced to the maximum extent permitted by applicable law or, if incapable of reformation, deemed severable, and the remainder of this agreement shall be enforceable in accordance with its terms.
11. Maintenance and Service Work Buyer acknowledges that this agreement does not include routine or preventative maintenance or service of products, equipment and systems. Securadyme Systems Texas, LLC offers and may at its option provide maintenance and service work for an additional fee through a separate agreement if requested by Buyer. Any such maintenance or service work, if agreed by Securadyme Systems Texas, LLC, will be provided solely under such separate agreement and is excluded from this agreement and the limited warranty in Paragraph 12. If not covered by a separate agreement, Securadyme Systems Texas, LLC may at its option provide maintenance or service work on an as needed basis if requested by Buyer. All maintenance or service work will be subject to Paragraph 12 and charged at the prevailing rate on a per man per work day basis, Saturdays, Sundays and Holidays, excluded. Transportation and living expenses are additional.
12. Limited Warranty Products and equipment installed by Securadyme Systems Texas, LLC at Buyer's premises are covered by the limited warranty set forth in this Paragraph and subject to all terms and conditions of this agreement. Sales of products and equipment that exclude Securadyme Systems Texas, LLC installation are not covered and are warranted solely by the applicable manufacturer. Regardless of installation by Securadyme Systems Texas, LLC, this limited warranty is not enlarged or extended by any manufacturer warranty. For covered products and equipment, for a period of twenty-four (24) months from the earlier of date of installation or Buyer's acceptance, Securadyme Systems Texas, LLC warrants that same are free from defects and installed in a workmanlike manner in substantial compliance with the applicable manufacturer's published specifications and/or any other specifications specifically accepted by Securadyme Systems Texas, LLC in the quotation. Buyer must give written notice of the defect during the warranty period or all warranty and other rights and remedies against Securadyme Systems Texas, LLC are waived. Provided that Buyer gives written notice to Securadyme Systems Texas, LLC of a defect during the warranty period, Securadyme Systems Texas, LLC will, at its option, either repair or replace the defective portion of the product, equipment or installation, or credit the Buyer with the pro-rata purchase price applicable to the defect. Any defective products or equipment replaced shall be retained by Securadyme Systems Texas, LLC without credit or compensation to Buyer. Warranty service will be performed during standard working hours, and replacement products and equipment will be shipped via standard ground shipping, without advance replacement or loaners. Subject to availability, Securadyme Systems Texas, LLC will provide expedited warranty service if Buyer agrees in advance and in writing to pay Securadyme Systems Texas, LLC's then current prices. Prior to making any warranty request, Buyer shall evaluate the defect and ensure that it is covered by this warranty. If Securadyme Systems Texas, LLC responds to a warranty request and determines that it is not covered, Buyer shall pay Securadyme Systems Texas, LLC the cost of responding to the request at Securadyme Systems Texas, LLC's then current labor rates, including travel time and expenses. Warranty service shall not extend the warranty period. Products, equipment and services not covered or warranty requests made outside of the warranty period may, if agreed by Securadyme Systems Texas, LLC, be provided at Securadyme Systems Texas, LLC's then current prices if agreed to in advance by Buyer in writing. This warranty excludes products, equipment or services not installed by Securadyme Systems Texas, LLC or for which Securadyme Systems Texas, LLC has not been paid in full, preventative or routine maintenance or defects caused by Buyer's failure to perform the same, usage not in accordance with manufacturer's instructions, normal wear and tear, accident, neglect, abuse, acts of God, defects resulting from alterations or repairs not made by Securadyme Systems Texas, LLC, alterations to Buyer's other products, equipment or systems affecting warranted products, equipment and services, defects caused by power or network surges or outages, viruses or malfunctions caused by software not installed by Securadyme Systems Texas, LLC, LAN/WAN or firewall configurations, operating system updates, service pack or other external causes, or any other cause beyond Securadyme Systems Texas, LLC's reasonable control. This warranty is void if serial numbers, date stamps or warranty seals are altered, defaced or removed from any product. This warranty is in lieu of all other warranties, representations or conditions of any kind. Securadyme Systems Texas, LLC disclaims all other warranties and guarantees of any kind or nature, express or implied, with respect to the products, equipment, services and installation or their design, configuration, compatibility, application, use and operation including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or use.
13. Limitation of Liability Securadyme Systems Texas, LLC's aggregate liability to buyer, regardless of the number of occurrences, shall not exceed the quoted price for the products and services. BUYER HEREBY WAIVES all rights and remedies against Securadyme Systems Texas, LLC in excess of this limitation of liability. BUYER FURTHER WAIVES ALL RIGHTS AND REMEDIES AGAINST SECURADYME SYSTEMS TEXAS, LLC for any incidental, indirect, special or consequential damages suffered by Buyer, any of its employees, agents or any other person or entity arising out of or in connection with this agreement or the products, equipment or services, even if Securadyme Systems Texas, LLC has been advised of the possibility of such damages. This waiver includes, without limitation, all losses of use, financing, revenue, profit, productivity or other opportunity costs, no person or entity is authorized to assume any liability for Securadyme Systems Texas, LLC outside of the liability assumed in this agreement. The foregoing waivers are absolute and shall apply regardless of whether any claim, action or right of recovery by buyer is based in contract, warranty, tort, equity or otherwise. Any arbitration or other legal proceeding by buyer against Securadyme Systems Texas, LLC arising out of or in connection with this agreement or the products, equipment or services shall be brought no later than two years and one day after the cause of action accrues. Failure to bring arbitration or other suit within the foregoing period shall be an absolute bar to the action, any statute of limitation imposed by law notwithstanding. This

Acknowledgment

Quote NO.: 0010056752
Quote Total: \$2,336.00

Customer Initials:

paragraph shall survive order cancellation or early termination of this agreement.

14. **Indemnity.** If Securadyne Systems Texas, LLC does not perform the installation, Securadyne Systems Texas, LLC shall not be liable for any loss or damage sustained by buyer as a result of improper installation or misapplication of products or equipment. Securadyne Systems Texas, LLC shall in no event be liable for any loss or damage to any third party. Buyer shall defend, indemnify and hold harmless Securadyne Systems Texas, LLC, its affiliates, subsidiaries, subcontractors and the agents and employees of any of them from and against all claims, demands, or legal proceedings and all resulting damage, loss and expense including, without limitation, attorneys' fees, arising out of or related to any installation or misapplication of products or third party claims. These obligations of buyer are absolute and BUYER will defend and indemnify the indemnified parties even if caused in whole or in part by the negligence or fault of any indemnified party. This paragraph shall survive order cancellation or early termination of this agreement.

15. **Insurance.** Buyer acknowledges that no security product, equipment or system is failsafe, and Securadyne Systems Texas, LLC does not warrant or guarantee the adequacy or sufficiency of any technical assistance or design of systems or configurations of products or equipment furnished for the purposes intended by Buyer, or the prevention of injury, damage or loss arising out of or in connection with its use or operation. It is Buyer's responsibility to maintain the product, equipment and system and notify Securadyne Systems Texas, LLC in writing in the event of any warranty issue. Buyer acknowledges that Securadyne Systems Texas, LLC is not an insurer and the quoted price for products, equipment and services is unrelated to the value of Buyer's property or property of third parties at Buyer's premises. Accordingly, Buyer agrees to obtain such insurance as it deems necessary to adequately insure such property and the products and equipment furnished under this agreement during transit, installation and operation and use by Buyer, and Buyer agrees to look solely to such insurer in the event of any loss or injury to persons or property. Buyer hereby waives all subrogation and other rights of recovery against Securadyne Systems Texas, LLC for injury to persons and property regardless of whether insurance is actually purchased by Buyer, and shall cause all insurers to waive such rights by endorsement to the applicable policy.

16. **Buyer's Obligations During Installation and Warranty Service.** Buyer hereby grants Securadyne Systems Texas, LLC, its subcontractors and their agents and employees authority to enter Buyer's premises for installation and warranty service. Buyer further authorizes Securadyne Systems Texas, LLC to obtain services or equipment from power, telephone or other utility or signal transmission service providers for Buyer's premises at Buyer's expense. Buyer shall provide a site that is safe, clean and suitable for the products and equipment. Buyer shall be responsible for the adequacy and condition of, and shall provide unrestricted and unlimited access to and technical assistance with, Buyer's premises including, without limitation, power and communication sources of supply, ports, outlets, switches, conduits, wiring or circuits, personal computers, LAN/WAN, network closets, server and domain controllers. Buyer shall provide Securadyne Systems Texas, LLC an adequate and secure place for storage and installation of products and equipment until installation is complete. Any scaffolding, platforms, lifting equipment, rigging, or alterations to the building or existing systems required to perform the installation or by applicable law shall be performed by Buyer at its expense. If Buyer fails to comply with this Paragraph, it shall pay Securadyne Systems Texas, LLC its then current prevailing price for all such services performed by Securadyne Systems Texas, LLC and all delays and interruptions caused.

17. **Software and Intellectual Property.** All patents, trademarks, copyrights and other intellectual property rights are retained by Securadyne Systems Texas, LLC, its subcontractors or the applicable manufacturer. Any drawings, data, designs, workflow processes, implementation strategies, configurations and other technical data are proprietary and confidential and shall not be used, reproduced or disclosed by Buyer to any third parties without the prior written consent of Securadyne Systems Texas, LLC. Except as required by law, neither Securadyne Systems Texas, LLC nor Buyer shall communicate or divulge proprietary or confidential information to any third party unless reasonably required to perform its obligations under this agreement. Any software included in the products or equipment or installed by Securadyne Systems Texas, LLC is subject to all terms and conditions of the licensing agreement by the applicable manufacturer, and Buyer agrees to abide by the same. All software included in the quotation will be installed at the time of initial installation of the products and equipment. For software not subject to a licensed limitation of installation, the quoted price only includes installation on one server / computer. If software is subject to a concurrent license, the quoted price is limited to installation for the number of seats purchased by Buyer. If required by Buyer or by circumstances beyond Securadyne Systems Texas, LLC's reasonable control, later installation of software or installation in excess of the foregoing allowances shall be performed by Securadyne Systems Texas, LLC only if Buyer agrees in advance and in writing to pay Securadyne Systems Texas, LLC's then current price.

18. **Force Majeure.** Securadyne Systems Texas, LLC shall not be liable for any damage or delay in delivery of the products, equipment or services or liable for any other breach of this agreement caused in whole or in part by acts of God, acts omissions of Buyer or third parties, delays in receiving permits or licenses, network or power outages or shortages, governmental actions, war, riots, labor disputes, shortages of products, equipment or other materials, or any other cause beyond the reasonable control of Securadyne Systems Texas, LLC. During any such interruption, Securadyne Systems Texas, LLC shall have no obligation to provide substitute products, equipment or services.

19. **Discontinuation.** Buyer acknowledges that products and equipment are subject to availability from the manufacturer and may be discontinued, upgraded or otherwise modified. Securadyne Systems Texas, LLC may change the products and equipment or the design or configuration of the same or applicable systems so long as the general function is not materially altered. For warranty service or maintenance agreements, Securadyne Systems Texas, LLC may use new, reconditioned, or functionally equivalent products and equipment for replacements without compensation or credit to Buyer.

20. **Monitoring.** Buyer acknowledges that Securadyne Systems Texas, LLC does not provide alarm monitoring services for products, equipment and systems. If included in the quotation, Securadyne Systems Texas, LLC will, for the convenience of Buyer, facilitate the arrangement of such monitoring services by a third party to be engaged directly by Buyer for the quoted price. All such services shall be subject to the standard monitoring services agreement issued by the provider. Buyer acknowledges that any such provider is an independent contractor and not an affiliate, agent or employee of Securadyne Systems Texas, LLC. Accordingly, Buyer agrees that Securadyne Systems Texas, LLC shall not be liable for any failure of performance by, or injury, damage or loss arising out of or in connection with, such monitoring service.

21. **Assignment.** Buyer shall not assign any rights, remedies or performance due under this agreement to any third party without the prior written consent of Securadyne Systems Texas, LLC; otherwise, such assignment shall be void, and Buyer shall not be relieved of its obligations under this agreement. Securadyne Systems Texas, LLC may associate with or subcontract with third parties for the performance of its obligations under this agreement.

22. **Notice.** Any notice required under this agreement shall be deemed properly delivered upon deposit with the United States Postal Service, postage prepaid, at the applicable address set forth in the quotation.

23. **Offset.** Securadyne Systems Texas, LLC's obligations under this agreement are independent of any other obligations Securadyne Systems Texas, LLC may have under separate agreement with Buyer, and Buyer shall not exercise any right of offset with respect to any other such agreement against this agreement.

24. **Special Conditions.** Buyer represents and warrants that the premises at which the products and equipment are to be installed are free of asbestos and any other hazardous or toxic substances. If any such substance exists at the premises, Securadyne Systems Texas, LLC will not be required to install or service the products or equipment at such premises until such substances have been removed or rendered harmless by Buyer through qualified and properly licensed abatement professionals. It is the responsibility of Buyer to notify Securadyne Systems Texas, LLC of the existence of any such substances at the premises. Any training required for special conditions will be billed to Buyer at Securadyne Systems Texas, LLC's prevailing rates, unless such training is shown as a separate line item in the quotation.

25. **Compliance.** Securadyne Systems Texas, LLC will comply with all federal, state and local laws and regulations applicable to performance of its obligations hereunder including, to the extent applicable and without limitation: Fair Labor Standards Act of 1936, as amended; William-Steiger Occupational Safety and Health Act of 1970, as amended; Service Contract Act of 1965, as amended; and the Equal Employment Opportunity clauses prescribed by Executive Orders regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, or veteran status.

26. **Wage Requirements.** Unless shown as a separate line item in the quotation, prices do not include or take into account any prevailing wage or other wage rate requirements applicable to Buyer or the location of the project. If such wages are required and they are not specifically identified in the quotation, Buyer will immediately notify Securadyne Systems Texas, LLC of the requirement so Securadyne Systems Texas, LLC can re-quote the project, taking into consideration such requirement. If Buyer does not immediately notify Securadyne Systems Texas, LLC, and Securadyne Systems Texas, LLC proceeds based on the original quote, then Buyer agrees to issue a change order in an amount sufficient to cover Securadyne Systems Texas, LLC's increased costs due to the requirement.

27. **License.** Securadyne Systems Texas, LLC is licensed by (Texas) License No. B00848, Department of Public Safety (Texas Private Security Board), 5806 Guadalupe Street, Austin, TX 78752, (512) 424-7710, and (Oklahoma) License No. 625, Oklahoma State Department of Health (Occupational Licensing Division), 1000 N.E. 10th Street, Oklahoma City, OK 73117, (405) 271-5779.

Acknowledgment

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges is due upon receipt of invoice. Equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

AGREED TO:

Customer P.O. No: _____

Customer's Name: _____

By: _____

Title: _____

Date: _____

Quote NO.: 0010056752

Quote Total: \$2,336.00

Securadyne Systems Texas, LLC

Prepared by Jeff Gravley

3440 Sojourn, Suite 240

Carrollton, TX 75006

By: _____

Title: _____

Date: _____

CUSTOMERLOYALTY
LIMITED LIFETIME WARRANTY FOR CABLING
(ADDENDUM TO TERMS AND CONDITIONS)

Securadyne Systems Texas, LLC is pleased to offer this limited lifetime warranty on low voltage data and communications cabling in addition to the standard limited warranty included in Paragraph 12 of the terms and conditions to which it is attached. For products and equipment installed by Securadyne Systems Texas, LLC, the associated low voltage data and communications connecting cabling is warranted to be installed in a workmanlike manner and free from defects for the lifetime of the cabling and so long as Buyer owns or leases the premises. Except for the extension of the warranty period on connecting cabling, this limited lifetime warranty is subject to all terms, conditions and limitations stated in Paragraph 12 and elsewhere in the terms and conditions to which it is attached. In addition, defects caused by the following are specifically excluded from this limited lifetime warranty: Failure to maintain temperature, humidity or other climate control within manufacturer recommended tolerances. Water intrusion, mold, fungi, wet or dry rot or bacteria, or any other external causes. Movement or settling within the building or other premises in which the cabling is installed. Damage caused by defects in or failure of existing cabling conduit or conduit not installed by Securadyne Systems Texas, LLC. Movement or abuse causing damage to cabling or cabling connections including, without limitation, wire nuts, crimps, or manufacturer installed connections. This limited lifetime warranty is not applicable to any products, equipment or services other than connecting cabling. This limited lifetime warranty is solely for the benefit of and not transferable or assignable by Buyer to any third party including, without limitation, any subsequent purchaser, tenant or other occupier of the premises. This warranty shall be automatically void and Securadyne Systems Texas, LLC will have no obligation or liability if, at any time during the life of the system, Buyer or any party other than Securadyne Systems Texas, LLC adjusts, services or modifies any part of the cabling or the system.

Acknowledgment

Quote NO.: 0010056752
Quote Total: \$2,336.00

Customer Initials: _____

From: larry harkrider [larry@sgmplano.com]
Sent: Thursday, August 30, 2012 10:51 AM
To: Karagias, Kevin - (TEXAS)
Subject: RE: DA door install

Kevin,

Our Premium is \$192.00.

From: Karagias, Kevin - (TEXAS) [mailto:kkaragias@tcco.com]
Sent: Thursday, August 30, 2012 7:19 AM
To: larry harkrider; Tony Moore; Mike Stampfer
Cc: Leos, John - (TEXAS)
Subject: RE: DA door install

Guys,

Please submit pricing today by 11 am for the premium to install the DA doors on a Saturday.

KRK

From: Karagias, Kevin - (TEXAS)
Sent: Tuesday, August 28, 2012 10:40 AM
To: larry harkrider; Tony Moore; Mike Stampfer; Chris Abbott
Subject: Fwd: DA door install

Guy,

I need pricing for the DA door install for next Saturday . Please submit before EOB today .

KRK

Sent from my iPhone

Begin forwarded message:

From: "Keeling, Mike - (TEXAS)" <mkeeling@tcco.com>
Date: August 28, 2012 10:38:11 AM CDT
To: Brad Harris <brharris@co.collin.tx.us>
Cc: "bburke@co.collin.tx.us" <bburke@co.collin.tx.us>, "Karagias, Kevin - (TEXAS)" <kkaragias@tcco.com>, "Leos, John - (TEXAS)" <jleos@tcco.com>, "Sara Hoglund (shoglund@co.collin.tx.us)" <shoglund@co.collin.tx.us>
Subject: RE: DA door install

Brad,

That's fine, but when we talked on the 17th I was told that these costs would be covered and not to worry. So, I will have Kevin get all the costs together and submit a PCO to the county for approval.

Thanks,

Michael Keeling | Senior Superintendent
Turner Construction Company | 2001 North Lamar, Suite 100, Dallas, Texas 75202
214.837.4823 Cell | www.turnerconstruction.com

[Redacted]

From: Brad Harris [<mailto:brharris@co.collin.tx.us>]

Sent: Tuesday, August 28, 2012 10:21 AM

To: Keeling, Mike - (TEXAS)

Cc: Brad Harris; bburke@co.collin.tx.us; Karagias, Kevin - (TEXAS); Leos, John - (TEXAS)

Subject: Re: DA door install

Mike,

You'll need to speak with Bill and Sara to discuss the additional cost associated with rescheduling the subcontractors.

Thanks,

Brad Harris (214) 205-7322

On Aug 28, 2012, at 10:07 AM, "Keeling, Mike - (TEXAS)" <mkeeling@tcco.com> wrote:

Brad,

From what I understand we will be receiving the approval from the county to complete the install of the remaining security doors on the DA side. With saying that, when we were scheduled to install these doors on the 18th we had to pay the subs additional costs to be here on that day. As you know the county postponed the install on the 18th, but we still have the costs that need to be paid. Per the discussion that we had on the evening of the 17th the county will pay for the costs. Please confirm that the county will cover the costs for the scheduled install on the 18th and be aware that we will have additional costs when we install the remaining DA doors.

Thanks,

Michael Keeling | Senior Superintendent

Turner Construction Company | 2001 North Lamar, Suite 100, Dallas, Texas 75202

214.837.4823 Cell | www.turnerconstruction.com

<image001.png>