



Board Report
January 12, 2022

www.IndyGo.net
317.635.3344

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1. **Call to Order and Roll Call** (Presenters - Greg Hahn, Jill Russell)
2. **Regular Agenda** (Presenter - Greg Hahn)
 1. A-1: Consideration and approval of UV filtration installation for facilities (Presenter - LaTeeka Washington)
3. **Adjourn** (Presenter - Greg Hahn)

Executive Session prior to Board Meeting
[Per IC 5-14- 1.5.6.(b) {21 (A) and (B) & IC 5-14-1.5.6.1 (b) (9)}

Our next Board Meeting will be Thursday, January 27, 2022

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BOARD MEMORANDUM

TO: Indianapolis Public Transportation Corporation (IPTC) Board of Directors
THROUGH: President/CEO Inez P. Evans
FROM: Senior Director of Capital Assets and Facility Modernization LaTeeka Washington
SUBJECT: Consideration and approval of UV filtration installation for facilities

ACTION ITEM A – 1

RECOMMENDATION:

In a manner consistent with IPTC procurement and contract award standards, it is requested that the Board authorize President/CEO Inez Evans to enter a contract with North Mechanical Contract Service in an amount not to exceed \$215,465 to install UV Filtration systems at IPTC facilities.

BACKGROUND:

During the pandemic IPTC has been looking at ways to keep staff safe in the facilities. Through research and best practice reviews, a UV filtration system was deemed the best option for staff. This prominent method is used in healthcare facilities and installs UVGI lamps in HVAC exhaust or supply ducts. It's very effective with **nearly 100% of the air being irradiated.**

DISCUSSION:

The system will be installed in the following facilities: 1501 W Washington, Julia Carson Transit Center, 2525 W. Michigan (Mobility Solutions & Customer Care Center) and East Campus. North Mechanical Contract Service provided a quote for purchase and installation of the UV systems that is broken down by each facility. Approval of this would allow staff to move forward with installation in all facilities.

Three quotes were obtained. North Mechanical Contract Service was selected from these quotes.

Due to the rise in COVID cases, acquiring the systems and scheduling the installation may have longer lead times. Currently the lead time is four weeks but could change with higher demand.

ALTERNATIVES:

The Board could choose not to contract as recommended, however, IPTC staff would not benefit from the improved air quality and safety these UV systems will provide. While administrative staff could continue to work remotely during periods of high COVID risk, the operations team, which cannot work remotely, could be at higher risk for being impacted by COVID.

This procurement could be postponed but could result in a longer delay in obtaining the system and scheduling the installation.

FISCAL IMPACT:

Funding for this procurement is IPTC local funds.

DBE/XBE DECLARATION:

No DBE/XBE goal was set. All considered vendors are local.

STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

This action was not reviewed by the Finance Committee or Service Committee because of its urgent nature. It will be reviewed by the IPTC Board of Directors at a special Board meeting on January 12, 2022.



NORTH MECHANICAL
CONTRACTING & SERVICE

Mechanical – Plumbing – Controls -- Refrigeration

| | | | | | |
|-------------------|--------------------|---------------|----------------------------------|---------------|-----------|
| TO: | IndyGo | FOR: | Install UV Lighting on Equipment | QUOTE: | DRD-21000 |
| LOCATION: | Multiple Locations | | | DATE: | 12/8/21 |
| ATTENTION: | LaTeeka Washington | PHONE: | | PAGES: | 4 |

Scope of Work

1501 West Washington St. Headquarters:

1. Provide labor & material for installing UV lighting on the HVAC Equipment.
 - Shut down equipment.
 - Install new UV Lighting per drawing.
 - Power UV lighting up using the AHU or RTU power. Install isolated transformer if needed.
 - Run flex conduit & wire over to the UV lighting.
 - Install a caution sticker on equipment.
 - Check UV operation.
 - Equipment covered on this quote AHU 2A,2B, 3,6,7 & RTU.

Total Investment.....\$51,930.00

1501 West Washington St. Headquarters Operation Center Area:

1. Provide labor & material for installing UV Lay-ins in the Operations Center.
 - Install (27) UV Lay-ins close to the drawing supplied to NMS.
 - Furnish & install (3) 20amp 1pole circuit breakers in existing panels.
 - Run MC cable from existing breaker to UV Lay-In.
 - Connect power & label existing Breaker Panel.
 - Check UV operation.

Total Investment.....\$97,000.00

Julia Carson Transit Center:

1. Provide labor & material for installing UV lighting on the HVAC Equipment.
 - Shut down equipment.
 - Install new UV Lighting per drawing.
 - Run flex conduit & wire over to the UV lighting.
 - Install a caution sticker on equipment.
 - Check UV operation.
 - Equipment covered on this quote AHU 1 & 2
 - **New 120v circuit will be installed by others; Circuit will be used for both UV lights on both AHUs.**

Total Investment.....\$21,390.00



Mechanical – Plumbing – Controls -- Refrigeration

East Complex Campus Building A:

1. Provide labor & material for installing UV lighting on the HVAC Equipment.
 - Shut down equipment.
 - Install new UV Lighting per drawing.
 - Power UV lighting by using the RTU auxiliary 120v.
 - Run flex conduit & wire over to the UV lighting.
 - Install a caution sticker on equipment.
 - Check UV operation.
 - Equipment covered on this quote 9 RTUs.

Total Investment.....\$37,960.00

2425 West Michigan Mobility Center Phase 1:

1. Provide labor & material for installing UV lighting on the HVAC Equipment.
 - Shut down equipment.
 - Install new UV Lighting per drawing.
 - Power UV lighting up using the furnace power. Install isolated transformer if needed.
 - Run flex conduit & wire over to the UV lighting.
 - Install a caution sticker on equipment.
 - Check UV operation.
 - Equipment covered on this quote 3 gas fired furnaces.

Total Investment.....\$3,040.00

2425 West Michigan Mobility Center Phase 2:

1. Provide labor & material for installing UV lighting on the HVAC Equipment.
 - Shut down equipment.
 - Install new UV Lighting per drawing.
 - Power UV lighting up using the furnace power. Install isolated transformer if needed.
 - Run flex conduit & wire over to the UV lighting.
 - Install a caution sticker on equipment.
 - Check UV operation.
 - Equipment covered on this quote 5 gas fired furnaces.

Total Investment.....\$4,145.00



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Clarifications:

- ◆ Work to be performed during normal working hours;
- ◆ Based on client’s valves in proper working condition;
- ◆ Material prices are subject to immediate change due to current market conditions;
- ◆ Taxes are excluded;
- ◆ Permits are included;
- ◆ Anything not mentioned above is excluded;
- ◆ This quotation subject to management approval;
- ◆ Standard terms and conditions apply.

Safety and your complete Satisfaction are our focus. Thank you for this opportunity.

If you have any questions, please call. Thank you,

This quotation is accepted by:

Dustin Drollinger

Dustin Drollinger (317) 610-2627

DATE

CLIENT SIGNATURE

DATE

QUOTATION IS SUBJECT TO NEGOTIATION AFTER 30 DAYS

This document is confidential and contains proprietary and intellectual property of North Mechanical Services, Inc. No information contained hereto may be discussed or shared with other parties that may assist other contractors, bidders, vendors, subcontractor or competitors to garner advantage.



NORTH MECHANICAL

CONTRACTING & SERVICE

Mechanical – Plumbing – Controls -- Refrigeration

General Terms and Conditions for Services

1. APPLICABILITY.

- a. These terms and conditions for services (these "Terms") are the only terms that govern the provision of services and any provision of goods by NORTH MECHANICAL SERVICES, INC. ("Service Provider") to the customer which accepted the accompanying Quotation ("Customer").
- b. The accompanying Quotation (the "Quotation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Quotation, these Terms shall govern unless the Quotation expressly states that the terms and conditions of the Quotation shall control.
- c. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. **SERVICES.** Service Provider shall provide the goods and services to Customer as described in the Quotation (collectively, the "Services") in accordance with these Terms

3. **CUSTOMER'S OBLIGATIONS.** Customer shall: (i) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services; and (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement.

4. **CUSTOMER'S ACTS OR OMISSIONS.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay

5. PAYMENT TERMS; INTEREST ON LATE PAYMENTS

- a. Service Provider shall issue invoices to Customer and Customer shall pay all invoiced amounts due to Service Provider within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.
- b. In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment has been made in full.

6. **TAXES.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder

7. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of the Service Provider. Service Provider shall be entitled to injunctive relief for any violation of this Section

8. **REPRESENTATION AND WARRANTY.** Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. **FORCE MAJEURE.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage

11. **GOVERNING LAW.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

12. **SUBMISSION TO JURISDICTION.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the City of Indianapolis and County of Marion, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-849-93

| |
|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

| |
|-------------------------|
| Work Site: |
| Headquarters |
| 1501 W. Washington St. |
| Indianapolis , IN 46222 |

| | | |
|-------------------|-----------|------------------|
| BID AMOUNT | \$ | 56,986.00 |
|-------------------|-----------|------------------|

Summary of Work: Indoor Air Quality Upgrades AHU 2A, 2B, 3, 6, 7, and Packaged RTU

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving air handlers using LOTO procedures.
- 2) Provide and install new UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4) Power will be fed from AHU.
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

| |
|-----------------------------------|
| Submitted By: "Contractor" |
|-----------------------------------|

| |
|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

"You Can Rely on JMI"



PROPOSAL

5610 Dividend Road
 Indianapolis, Indiana 46241
 P 317.243.7180 | F 317.243.7181
 www.jmimechanical.com

Financing Options

Proposal #: 44540-849-93

Some projects qualify for financing options. The financing company that we work with will only consider projects that are over \$5,000.00 and the project must include the purchase of new equipment. If your project qualifies, the following payment schedule includes approximate payments based on the term selected. All approvals are subject to underwriting by our financing company. This is not an offer to extend credit until financing has been approved.

| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|-------------|-------------|-------------|-------------|
| Monthly Payment:* | \$ 2,609.39 | \$ 1,820.70 | \$ 1,422.37 | \$ 1,178.47 |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | \$ 5,418.78 | \$ 3,841.41 | \$ 3,044.74 | \$ 2,556.94 |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



PROPOSAL

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Indianapolis, Indiana 46241
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TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
8. Contractor will not be liable for any Indoor Air Quality related issues, including mold problems.
9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-721-93

| |
|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

| |
|-------------------------------|
| Work Site: |
| Headquarters Operation Center |
| 1501 W. Washington St. |
| Indianapolis , IN 46222 |

| | | |
|-------------------|-----------|-------------------|
| BID AMOUNT | \$ | 106,324.00 |
|-------------------|-----------|-------------------|

Summary of Work: Indoor Air Quality Upgrades using Lay-Ins

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving existing breaker panel using LOTO procedures.
- 2) Provide and install 27 new lay-in UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4) Provide and install (3) new 20 amp single pole circuit breakers.
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

| |
|-----------------------------------|
| Submitted By: "Contractor" |
|-----------------------------------|

| |
|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

"You Can Rely on JMI"



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Financing Options

Proposal #: 44540-721-93

Some projects qualify for financing options. The financing company that we work with will only consider projects that are over \$5,000.00 and the project must include the purchase of new equipment. If your project qualifies, the following payment schedule includes approximate payments based on the term selected. All approvals are subject to underwriting by our financing company. This is not an offer to extend credit until financing has been approved.

| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|-------------|-------------|-------------|-------------|
| Monthly Payment:* | \$ 4,868.58 | \$ 3,397.05 | \$ 2,653.85 | \$ 2,198.78 |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | \$ 9,937.15 | \$ 6,994.10 | \$ 5,507.69 | \$ 4,597.56 |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



PROPOSAL

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TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
8. Contractor will not be liable for any Indoor Air Quality related issues, including mold problems.
9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



PROPOSAL

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Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-721-93

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|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

| |
|-----------------------------|
| Work Site: |
| Julia Carson Transit Center |
| 201 E. Washington St. |
| Indianapolis , IN 46204 |

| | | |
|-------------------|-----------|------------------|
| BID AMOUNT | \$ | 24,655.00 |
|-------------------|-----------|------------------|

Summary of Work: Indoor Air Quality Upgrades Serving AHU 1 & 2

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving AHU using LOTO procedures.
- 2) Provide and install new UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4) Power supply circuit installation excluded from this proposal
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

| |
|-----------------------------------|
| Submitted By: "Contractor" |
|-----------------------------------|

| |
|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

"You Can Rely on JMI"

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



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Financing Options

Proposal #: 44540-721-93

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| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|-------------|-------------|-------------|-------------|
| Monthly Payment:* | \$ 1,147.94 | \$ 803.26 | \$ 628.70 | \$ 523.67 |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | \$ 2,495.87 | \$ 1,806.52 | \$ 1,457.41 | \$ 1,247.34 |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



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TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
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9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-444-93

| |
|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

| |
|----------------------------|
| Work Site: |
| East Complex Campus Bld. A |
| 0 |
| Indianapolis , IN |

| | | |
|-------------------|-----------|------------------|
| BID AMOUNT | \$ | 41,344.00 |
|-------------------|-----------|------------------|

Summary of Work: Indoor Air Quality Upgrades Serving (9) Packaged Rooftop Units

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving RTU using LOTO procedures.
- 2) Provide and install new UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4) Power supply shall be from auxillary RTU power supply
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

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|-----------------------------------|
| Submitted By: "Contractor" |
|-----------------------------------|

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|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

"You Can Rely on JMI"



PROPOSAL

5610 Dividend Road
 Indianapolis, Indiana 46241
 P 317.243.7180 | F 317.243.7181
 www.jmimechanical.com

Financing Options

Proposal #: 44540-444-93

Some projects qualify for financing options. The financing company that we work with will only consider projects that are over \$5,000.00 and the project must include the purchase of new equipment. If your project qualifies, the following payment schedule includes approximate payments based on the term selected. All approvals are subject to underwriting by our financing company. This is not an offer to extend credit until financing has been approved.

| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|-------------|-------------|-------------|-------------|
| Monthly Payment:* | \$ 1,908.85 | \$ 1,329.62 | \$ 1,040.63 | \$ 869.05 |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | \$ 4,017.70 | \$ 2,859.25 | \$ 2,281.26 | \$ 1,938.10 |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
8. Contractor will not be liable for any Indoor Air Quality related issues, including mold problems.
9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-757-93

| |
|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

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|-------------------------|
| Work Site: |
| Mobility Center Phase 1 |
| 2425 W. Michigan Rd. |
| Indianapolis , IN |

| | | |
|-------------------|-----------|-----------------|
| BID AMOUNT | \$ | 3,788.00 |
|-------------------|-----------|-----------------|

Summary of Work: Indoor Air Quality Upgrades Serving (3) Gas Furnaces

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving furnace using LOTO procedures.
- 2) Provide and install new UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4)
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

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|-----------------------------------|
| Submitted By: "Contractor" |
|-----------------------------------|

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|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

"You Can Rely on JMI"



PROPOSAL

5610 Dividend Road
 Indianapolis, Indiana 46241
 P 317.243.7180 | F 317.243.7181
 www.jmimechanical.com

Financing Options

Proposal #: 44540-757-93

Some projects qualify for financing options. The financing company that we work with will only consider projects that are over \$5,000.00 and the project must include the purchase of new equipment. If your project qualifies, the following payment schedule includes approximate payments based on the term selected. All approvals are subject to underwriting by our financing company. This is not an offer to extend credit until financing has been approved.

| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|------------|------------|------------|------------|
| Monthly Payment:* | Option N/A | Option N/A | Option N/A | Option N/A |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | | | | |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
8. Contractor will not be liable for any Indoor Air Quality related issues, including mold problems.
9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

Date: 12/10/2021

Proposal #: 44540-517-93

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|-----------------------------------|
| Proposal Submitted To: "Customer" |
| Attn: LaTeeka Washington |
| IndyGo |
| Indianapolis , IN 46222 |
| Phone: |
| Fax: |
| Email: |

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|-------------------------|
| Work Site: |
| Mobility Center Phase 2 |
| 2425 W. Michigan Rd. |
| Indianapolis , IN |

| | | |
|-------------------|-----------|-----------------|
| BID AMOUNT | \$ | 4,788.00 |
|-------------------|-----------|-----------------|

Summary of Work: Indoor Air Quality Upgrades Serving (5) Gas Furnaces

We hereby propose to furnish all labor and materials necessary to complete the following scope of work:

- 1) Disconnect power supply serving furnace using LOTO procedures.
- 2) Provide and install new UV devices as per engineered drawings.
- 3) Provide and install flexible conduit to device power supply.
- 4)
- 5) Provide and install proper signage on equipment.
- 6) Check Operation.
- 7)
- 8) End of Scope.
- 9)
- 10)

The above work will be performed in a workmanlike manner in accordance with the terms and conditions and the drawings and specifications, if applicable.

| |
|-----------------------------------|
| Submitted By: "Contractor" |
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| |
|-------------------|
| ACCEPTANCE |
|-------------------|

JMI Mechanical Services, Inc.

By: Don Evans
Office Phone: 317.243.7180
Cell Phone: 317.281.8824
Email: devans@jmimechanical.com

Business Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

"You Can Rely on JMI"



PROPOSAL

5610 Dividend Road
 Indianapolis, Indiana 46241
 P 317.243.7180 | F 317.243.7181
 www.jmimechanical.com

Financing Options

Proposal #: 44540-517-93

Some projects qualify for financing options. The financing company that we work with will only consider projects that are over \$5,000.00 and the project must include the purchase of new equipment. If your project qualifies, the following payment schedule includes approximate payments based on the term selected. All approvals are subject to underwriting by our financing company. This is not an offer to extend credit until financing has been approved.

| Finance Term (months): | 24 | 36 | 48 | 60 |
|------------------------|------------|------------|------------|------------|
| Monthly Payment:* | Option N/A | Option N/A | Option N/A | Option N/A |
| Purchase Option:* | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| # of Advance Payments: | 2 | 2 | 2 | 2 |
| Initial Payment Due:* | | | | |

* All costs are subject to sales/use tax where applicable. Advance payments and \$200.00 documentation fee due with signed finance agreement.

Monthly payment proposed is subject to final approval and will be conveyed at the time of credit approval.

You may purchase the equipment for \$1.00 at the end of the term.



PROPOSAL

5610 Dividend Road
Indianapolis, Indiana 46241
P 317.243.7180 | F 317.243.7181
www.jmimechanical.com

TERMS AND CONDITIONS

1. Contractor will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
2. Contractor warrants that it is protected by Worker's Compensation insurance, public liability insurance, and property damage insurance policies. Certificates for all policies of insurance will be provided to Customer upon request. Customer will carry fire, tornado, Builder's Risk, and any other necessary policies insuring Customer and Contractor during the period of time that the work is being completed.
3. Payment is due to Contractor within ten days of presentation of invoice unless other arrangements have been made in writing. Interest shall accrue on any unpaid balance at the rate of 1.5% per month. Acceptance by Contractor of partial payments shall not constitute any release of collection or lien rights.
4. In the event of Customer default, Contractor will give ten days notice to cure. If Customer remains in default, Contractor may terminate this agreement and recover the balance due. Customer will pay all expenses, damages and costs incurred, including attorney's fees, collection fees, and court costs incurred by Contractor in collecting the outstanding debt.
5. If for any reason Customer directs a cessation of the work on all or any part of the project, Contractor shall be paid for its portion of work completed at the time of cancellation including all expenses incurred by Contractor with fair mark-ups.
6. Unless otherwise specified in the proposal, Contractor will not furnish any performance or material payment bonds.
7. All labor is guaranteed for thirty days, while materials and parts are warranted per manufacturer specifications unless other provisions are stated on the front of this proposal. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS PROPOSAL. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Under no circumstances will Contractor's liability exceed the dollar amount of this proposal.
8. Contractor will not be liable for any Indoor Air Quality related issues, including mold problems.
9. This proposal may be withdrawn by Contractor if acceptance has not transpired within thirty days.
10. This contract covers the complete understanding between the parties. No verbal representations shall be binding on either party.



December 9th, 2021

To: **IndyGo**
Attn: Lateeka Washington

Re: **UV Lighting Installation (Multiple Locations) Scope and Pricing Letter**

Sexson Mechanical Corporation proposes to furnish all labor, material, tools, and equipment as required to perform the **HVAC (UV Lighting)** portion on the above referenced project as outlined below.

1501 West Washington St. Headquarters:

Furnish and installing UV lighting on the HVAC Equipment.
Install new UV Lighting
Power UV lighting using existing equipment for power (transformer if needed).
Ensure proper UV operation.
Equipment covered on this quote AHU 2A,2B, 3,6,7 & RTU.

Price for this location: \$57,300.00

1501 West Washington St. Headquarters Operation Center Area:

Furnish and installing UV Lay-ins in the Operations Center.
Installation of twenty seven (27) UV Lay-ins close to the drawing supplied
Furnish & install (3) 20amp 1pole circuit breakers in existing panels.
Run MC cable to UV Lay-In.
Connect power & label existing Breaker Panel.
Ensure proper UV operation.

Price for this location: \$110,000.00



Julia Carson Transit Center:

Furnish and installing UV lighting on HVAC Equipment.
Install new UV Lighting
Furnish and Install flex conduit & wire to UV lighting.
Ensure proper UV operation.
Equipment covered - AHU 1 & 2
120v circuit to be installed by others; new circuit to be used for both UV lights on AHUs.

Price for this location: \$28,900.00

East Complex Campus Building A:

Furnish and installing UV lighting on HVAC Equipment.
Install new UV Lighting
UV lighting powered thru the RTU auxiliary 120v.
Furnish and Install conduit & wire over to UV lighting.
Ensure UV operation.
Equipment covered- 9 RTU's.

Price for this location: \$41,420.00

2425 West Michigan Mobility Center Phase 1:

Furnish and installing UV lighting on HVAC Equipment.
Install new UV Lighting
UV lighting power from existing furnace. (transformer if needed).
Furnish and install conduit & wire to UV lighting.
Ensure UV operation.
Equipment covered- three (3) gas fired furnaces.

Price for this location: \$4,150.00



2425 West Michigan Mobility Center Phase 2:

Furnish and installing UV lighting on HVAC Equipment.
Install new UV Lighting
UV lighting power from existing furnace. (transformer if needed).
Furnish and install conduit & wire to UV lighting.
Ensure UV operation.
Equipment covered- five (5) gas fired furnaces.

Price for this location: \$5,850.00

Our price does not include:

Insurance beyond our normal limitations
Sales Tax
Permits of any kind
Allowances of any kind
Bonds (*if required add 1% to total bid*)
Asbestos or lead paint testing and/or abatement of any kind
Cleaning or testing of existing system
Overtime or shift work

Respectfully,

Corey Stein

Sexson Mechanical Corporation



Terms & Condition:

- Proposal based on mutually agreeable contract terms and conditions
- Work performed during normal business hours Monday through Friday 7AM to 4 PM.
- If progress is extended due to interference outside Sexson Mechanical Corp control, additional cost for material and labor may be billed on a time & materials basis.
- This proposal has been estimated using industry standard practice. If materials uncovered alter from industry standard practice, additional charge may occur and would be performed on a time and material basis.
- **THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY.** Given the existence of the coronavirus pandemic, Sexson Mechanical Corporation will use its best efforts to staff and supply this project to meet the scheduled completion. However, Sexson Mechanical Corporation reserves its right to seek an excusable extension of time if Sexson Mechanical Corporation or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages, governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract or Subcontract, we intend to seek additional costs associated with the suspension.
- **THIS PROPOSAL IS CONTINGENT ON A LACK OF FUTURE IMPACT BY THE ON GOING ESCALATION OF THE PRICES OF MATERIAL, EQUIPMENT AND/OR ENERGY.** Given that the construction industry has been and will continue to face unprecedented escalation in material pricing as the world begins the rebound from COVID-19, and the possibility that the pricing of materials, equipment and energy continues to escalate, Sexson Mechanical Corporation cannot anticipate the impact of the current increases in pricing. As such, Sexson Mechanical Corporation will use its best efforts to purchase the materials, equipment and energy in such a manner as to limit the impact of the escalation. However, Sexson Mechanical Corporation reserves its right to seek an equitable change order if Sexson Mechanical Corporation or its subcontractors and suppliers are unable to supply these products at the same or similar costs as carried in their estimates. To the extent that the project is subject to provable material escalation in pricing, we reserve our right to seek any such additional costs.