

Turner USD 202 Bid Tabulation - WSHP & RTU-1 Replacement PKMR #24.015 2/13/2024 RFP		TUSD 202 RFP 2401109 HVAC REPLACEMENT AT TURNER HIGH SCHOOL			
Company	Base Bid	Alternate #1	Addendum Acknowledgement	Bid Bond (Y/N)	Additional Scopes or Notes
1. METRO AIR	\$ 880,000	\$ 10,000	Y 1-3	Y	
2. BCI	\$ 1,386,200	\$ 4,682	1-3	Y	
3. D'AGOSTINO	\$ 1,221,840	\$ 29,680	1-3	Y	
4. HELM	\$ 818,330	\$ 7,258	1-3	Y	
5. STALGER	\$ 1,132,000	\$ 34,000	1-3	Y	
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Opened By: Chris Crockett, TUSD 202
2/13/2024 10:00 a.m.



Witnessed By: Kyle Johnson, PKMR
2/13/2024 10:00 a.m.



BID FORM
LUMP SUM PROPOSAL
TURNER SCHOOL DISTRICT BOND IMPROVEMENT PROGRAM
Construction for:

Turner HS WSHP and RTU-1 REPLACEMENTS

PROPOSAL OF: ALUM SERVICE
(Hereinafter called "Bidder"),

A CORPORATON* ORGANIZED AND EXISTING UNDER THE LAWS

OF THE STATE OF ILLINOIS

A PARTNERSHIP* CONSISTING OF _____

AN INDIVIDUAL* TRADING AS _____

*Complete applicable designation.

TO: Turner School District 202
Attn: Chris Crockett
5800 Metropolitan Ave.
Kansas City, KS 66106

1. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda Nos. 1, through 3, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

2. FOR BASE BID ON BASIS OF DESIGN UNITS

The Lump Sum of EIGHT HUNDRED EIGHTEEN THOUSAND THREE HUNDRED THIRTY Dollars (\$ 818,330).

3. FOR BID ALTERNATE 1

The Lump Sum of SEVEN THOUSAND TWO HUNDRED FIFTY EIGHT Dollars (\$ 7,258.00).

4. DAVIS-BACON ACT / KSDE

The wages in this project shall be governed by the Davis-Bacon Act and relevant regulations of the Kansas State Department of Education for funding purposes.

5. TAX EXEMPTION

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

6. CHANGES IN THE WORK

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work included in the Bid, Namely:

	<u>Not to Exceed</u>
A. To Contractor for work performed by his own forces	10%
B. To Contractor for work performed by other than his own forces	5%
C. To Subcontractor for work performed by his own forces	10%
D. To Subcontractor for work performed by other than his own forces	5%

Percentages for overhead and profit will not be allowed on bond premiums.

7. Unit Cost Breakdowns: N/A

8. A. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
- B. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
- D. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended in whole or in part, by Owner.
- E. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
- F. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors.

- 9. The undersigned hereby proposes and agrees to substantially and/or finally complete the work or segments of the work on or before the scheduled dates listed in Section 010100 Summary of Work, and to pay as liquidated damages the corresponding amount stipulated in Section 010100 Summary of Work for each consecutive calendar day thereafter that the work or segment of the work remains substantially and/or finally incomplete in accordance with the Contract Documents. This provision shall be applied, and the daily liquidated damages amount(s) shall be calculated separately as to each substantial and/or final complete date stated.
- 10. Accompanying the Bid is Bid Security of at least 5% of the bid in the form of a Bid Bond in the amount of Forty Thousand Nine Hundred Seventeen Dollars (\$ 42,917.00), payable without condition to the Owner, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner, if the undersigned fails to execute the Contract and furnish the bonds required by the Contract Documents, within the time stated in the Contract Documents.
- 11. In submitting the Bid it is understood that the right to reject any and all bids has been reserved by the Owner and that this bid may not be withdrawn for a period of sixty (60) days from the opening.

Date this THIRTEENTH day of FEBRUARY, 2024.


HELM SERVICE
Name of Bidder

7957 BOND ST LEWES, KS 66214
Address of Bidder

[Signature]
Authorized Officer

DIRECTOR OF PROJECTS
Title

816-400-6483
Telephone Number

(Seal) 

ATTESTED:
Jill Anne Sanders



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

Helm Service
7957 Bond Street
Lenexa, KS 66214

SURETY:

Fidelity & Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER:

Turner School District 202
5800 Metropolitan Avenue
Kansas City, KS 66106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Turner HS USD 202 WSHP & RTU-1
Replacement
5800 Metropolitan Avenue
Kansas City, KS 66106

Project Number, if any-

The Contractor and Surety are bound to the owner in the amount set forth above- for the payment. of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns. jointly and severally., as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents. with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference., not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void. otherwise to remain in full force with effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid- Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents. and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) day s

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted. The provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. If the Bond is furnished, the intent is that this Bond shall be construed as a statutory, bond and not as a common law contract.

Signed and sealed this 7th day of February, 2024.

(Witness)

Helm Service
(Principal)

(Title) Attorney in Fact

Fidelity & Deposit Company of Maryland

(Surety)

(Title) Stephanie Amborn



(Seal)
Stephanie Amborn
Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David L. TOWNSEND, Stephanie AMBORN, Judith L. ZIER, Julie A. TRESEMER, Robert W. SNYDER, Joseph J. CLINTON, III, Rebecca NORWOOD, Erica L. KIELTY of Rockford, Illinois, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 01st day of December, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 01st day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schäumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reports@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790


ATTORNEY-IN-FACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF STEPHENSON

Before me, a Notary Public, personally came Stephanie Amborn known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 7th day of February, 2024.


Notary Public





Helm

Service

TURNER SCHOOLS USD #202

TURNER SCHOOL DISTRICT WSHP

Proposed Project Agreement

Date:

2/7/2024

Proposal Number:

P06346

Prepared for:

TURNER SCHOOLS USD #202



Prepared by:

Matt Phillips

816-400-6483

mphillips@helmgroupp.com



PROJECT PROPOSAL

Company

Helm Service
7957 Bond Street
Lenexa, KS 66214
Ph: 816-400-6483

Proposal Date: 2/7/2024
Proposal Number: P06346

Bill To Identity

TURNER SCHOOLS USD #202

Agreement Location

TURNER SCHOOLS USD #202

RE: TURNER SCHOOL USD #202 WSHP AND RTU REPLACEMENT PROJECT

Dear Chris,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Scope: Perform work on all drawings dated 1/16/2024 to include:

- Demo drawings D1.1, D1.2, D1.3, D1.4, D1.5, D1.6, D1.7, D1.8
- Install Drawings ME1.1, ME1.2, ME1.3, ME1.4, ME1.5, ME1.6, ME1.7, ME1.8, ME1.9, ME1.9, ME2.1, ME2.2
- Water To Air Heat Pump Unit Replacement
 - All work related to the replacement of the existing Water to Air Heat Pumps with new Water to Air Heat Pumps in areas as designated in plans dated 1/16/2024.
 - Work associated to this task includes but not limited to the following:
 - Support, ductwork modifications, lighting, ceiling removal and replacement, control and thermostat wiring, electrical wiring, modification of source loop piping and performance test and balance of heat pump unit overall airflow
 - Rooftop Unit Installation
 - All work related to replacement of Rooftop unit RTU-1
 - Work associated with this task includes but is not limited to:
 - Removal of existing RTU and placement of new RTU (Unit selected is basis of design, so no curb adaptor is needed), control and electrical wiring, natural gas piping and performance of test and balance of the RTU
 - Water to Air Heat Pump Allowance
 - Included in base bid price is \$25,000 for owner directed changes during construction not reflected on drawing set

Helm has reviewed with the manufacturer and all WSHP equipment is expected to be shipped 8-weeks from order. At this point, Helm Group expects to meet or beat the deadlines of this project.

Addendum's reviewed and acknowledged:



1. Dated 2/1/2024
2. Dated 2/5/2024
3. Dated 2/9/2024

Investment for Above.....\$827,448.00

Alternates:

ALTERNATE-1 PER PLANS-\$7,258.00

Clarifications:

- Please note –We are not responsible for delays in equipment/material deliveries due to COVID-19. With current environment, pricing is subject to change pending any equipment cost increases.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.
- Helm Shall properly dispose of all debris created by the above noted repairs.
- Note: If additional problems are found, another proposal will be offered to address anything additional.
- Proposal valid for 30 days.

Exclusions:

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Taxes
- Temporary HVAC equipment or rental equipment.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD's wire, conduit, breakers, fuses, etc. Unless noted above.
- Roofing, cutting, patching, flashing, painting.
- Structural building/walls; cutting, patching, and coring. Unless noted above
- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Utility Services: We assume the existing utilities (gas, electrical, water) serving the facility are properly sized to handle the current building loads. If it is determined service upgrades are necessary to facilitate current or future loads, additional costs may apply through your utility provider and/or Helm. Unless noted above



- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you for the opportunity. We look forward to working with you.

Matt Phillips

Director of Project Development | Helm Service

816-400-6483 cell

mphilips@helmgroupp.com

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Matthew Phillips

Signature (Authorized Representative)

Matt Phillips

Name (Print/ Type)

816-400-6483

Phone

2/7/2024 P06346

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#



Helm

HELM SERVICE PROJECT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE, THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB, THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD, IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.

2. Title to the materials and equipment shall remain with Helm Service until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment.

3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract.

5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.

6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.

7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.

8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

9. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.

10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.

11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.

12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.