



SimplexGrinnell LP
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November 13, 2018

Lexington-Fayette Urban County Government
Division of Facilities & Fleet Management
1555 Old Frankfort Pike
Lexington, KY 40504

ATTN: Mark Arnold

REF: Amendment to: Subcontract Between LFUCG and Johnson Control/ SimplexGrinnell
Contract Value \$ **48,500.00**

Job: Mounted Police Barn - Sprinkler System

We are currently processing your order and wish to extend our appreciation for your business. We propose the following amendment(s) as necessary to complete this contract. Please return a signed copy of this amendment letter within two business days to allow for processing and permitting.

1. Section (5) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken and replaced with the following:

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer. Should SimplexGrinnell be found liable for any loss, damage, or injury arising from a failure of the equipment or service in any respect, SimplexGrinnell's liability for Services performed on site at Owners' premises shall be limited to no more than One Million Dollars (\$1,000,000.00) IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers, and directors.

2. Section (18) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken and replaced with the following:

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company in writing specifically setting forth the basis for such claim within thirty (30) days after Customer becomes aware of such claim.

3. Section (22) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken and replaced with the following:

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use of the Covered System(s). Company warrants expendable items, including but not limited to video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as but not limited to fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after the delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after-hours services. All repairs or adjustments that are or may become necessary shall be performed by an authorized representative of Company. Any repairs, adjustments, or interconnections performed by Customer or any unapproved third party shall void the warranties contained herein.

4. Section (23) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken in its entirety.
 5. Section (24) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken in its entirety.
 6. Section (34) of the Sale and Installation Agreement, Terms and Conditions, be and hereby is stricken in its entirety.

If you have any questions, please feel free to call me to discuss these amendments.

SimplexGrinnell LP
 Attn: Larry Hall, **OR**, scan and email to larry.hall@jci.com



JCI SimplexGrinnell
 My Contractor

Customer
 ("Owner")

Accepted by: *Larry Hall*
 Title: *HVAC Sales Manager*

Accepted by: _____

Title: Jim Gray, Mayor

Date: *11-19-18*

Date: _____

Darlene R. Kelly #601580
Notary Expires 6-3-22