Library Board of Trustees  
Regular Meeting, June 20, 2024  
Minutes

Attendees: Michelle Moe - President; Donnie Patten - Vice President; Connie Glenn - Secretary/Treasurer; Tammy Townsend - Member; Crystal Hegglund - Business Manager; Jennifer Kofoed - Glenrock Branch Manager; Hal Hutchinson - Owner’s Rep

Guests: Randy Hein, Hein|Bond Architects; Blake Hill, CCL-Douglas Young Adult Program Manager

Call to order by Moe at 9:29 AM.

Patten made a motion to approve the Consent Agenda. Townsend seconded. Motion carried.

Patten made a motion to approve May 23, 2024 meeting minutes. Glenn seconded. Motion carried.

Glenn made a motion to approve the check register as presented. Patten seconded. Motion carried.

Patten made a motion to approve the financials as presented. Townsend seconded. Motion carried.

Hal Hutchinson, Owner’s Rep and Randy Hein, Architect from Hein|Bond Architects

- See attached report, Hal H Hutchinson, P.E. 6/20/24

- Discussion of options for creating more of a sound barrier for the Teen Area in the Douglas Library. Hein recommends offset glass walls, rather than solid walls or a door. He also recommends the use of acoustic paneling. Hutchinson and the Board requested estimate from Hein|Bond Architects for some options, including consultation from sound specialists. Estimate will be given to the Board by July meeting date. Hein will also check on acoustic “cloud” in Children’s Area in Douglas that had fallen.

Break started at 11:09 AM; meeting resumed at 11:16 AM.

Library Check-ins with Crystal Hegglund and Jennifer Kofoed

Douglas

- Jackalope Days kickoff went really well and brought in a lot of people. Included Summer Reading kickoff, Stuffed Animal Sleepover, small book sale, and participation in town-wide Book Crawl
- Summer Reading is going really well
- Trimming trees and grasses around Douglas library and removal of some that were dead. Hegglund asked if Board wanted those replaced. Board does not believe they need to be replaced at this point, as there are no noticeable gaps at this time
• Request to Board for purchasing additional mulch for the Douglas library’s planter boxes; Board approved
• Part-time Circulation Clerk in Douglas might be leaving soon, creating a vacancy; Board approval given for advertising when position opens
• Estimate from Arrow Electric for disconnecting light dimmer switches (to have lights on or off rather than dimmed). Cost savings by retaining plates and just disconnecting dimmer. This allows for switching over to LED lights as ballasts fail. Light in Quiet Reading Room would be retained on the dimmer switch and has not had problems. Board approved.

Glenrock
• Summer Reading is in full swing (~380 signups so far, countywide) – successful kickoff party with Chad Lore, Lions Club, Granny’s Soda Shop, Daisy Bee face painting, & Laramie Peak Humane Society
• Deer Creek Days next week - art show, book sale, and melodrama
• Two Glenrock staff members attended WY Library Database annual conference
• Temporary Library Assistant hired for summer help during staff absence in Young Adult department; new hire starting today
• HVAC checkups underway + working on alert system and computer access to thermostat panel
• Hutchinson removed two dead trees at Glenrock library
• Landscaping architect coming next week to do a walk-through, following up from courtyard renovation project
• Local Girl Scout troop put in a rock garden in Glenrock Library courtyard and a Children’s Garden was installed in courtyard to enhance the space
• La Calavera Catrina art exhibit has been well received and bringing in some new patrons

Meeting entered executive session at 11:28 AM. Regular meeting resumed at 1:23 PM.

Townsend made a motion to promote Crystal Hegglund to Assistant Director/Business Manager. Patten seconded. Motion carried.

Glenn made a motion to adjourn the meeting at 1:33 PM. Townsend seconded. Motion carried.

Adjourned at 1:33 PM; next meeting scheduled for July 25, 2024 in Douglas at 9:30 AM.
Converse County Library Board Meeting 6/20/2024, 10:00 a.m.,
@ Douglas Library

Recommendation:

That the Library Board consider a proposal from Long Building Technology for libraries remote access and alarms (see attached).

Summary:

For some time the Board has heard of plans to possibly implement a remote access system for alarms at both libraries. Several months ago Long delivered a “Turn Tide” access system for the Douglas Library, but unfortunately Turn Tide now no longer supports Variable Refrigerant Flow (VRF) heating and cooling systems.

As a reminder, the Douglas Library uses a Daikin VRF system, and the Glenrock Library utilizes a LG VRF system.

Long submitted the attached proposal late last week. It includes proposed services and associated costs for both Douglas and Glenrock libraries. However, Hutchinson received a phone call yesterday, June 19th, where Long stated there was an issue with the Glenrock Library proposal. Accordingly, Hutchinson recommends having Long re-do the proposal in time for the July Board Meeting. Hutchinson recommends the Board review the attached proposal for scope and potential pricing information only. No formal action on the proposal is recommended at this time.

Glenrock Library HVAC:

- Long Building Technologies on site this week to evaluate the cause of recent May 2024 alarms for the LG system.
- MHI being consulted as necessary.
- Long attending to potential ongoing concern with penthouse damper malfunction – “Improvement Proposal” from Long in amount of $9,325 approved by the Board 3/21/24 for damper and misc. thermostat relocations. Provision agreed to that
billing after July 1, 2024. Long apparently aiming for on-site after July 1, 2024 (pending).

- Long’s HVAC Service Maintenance Agreement Proposal approved by Board 3/21/24 for the Glenrock Library. Spare air filters currently stored will be used before new ones are provided (additional cost). Both Main Library building and Meeting Hall are to be covered for maintenance. **First semi-annual maintenance set for May-June 2024, with no more than first quarterly billing of $3,350 before July 1, 2024.**

Hutchinson Input Items:

1) **Glenrock Library**

A) Caspar Building Systems @ Meeting Hall Project –

- One (1) Year Warranty expired December 8, 2023:
  
  - Landscaping miscellaneous items requiring attention (dead plantings, irrigation) to be addressed by Caspar Building Systems in spring 2024 (Amundsen & Assoc. currently coordinating warranty work- Tall Grass Landscape Architects scheduled on site for completion review next Tuesday, June 25, 2024, at 10:00 a.m. Hutchinson plans to be there.)
Some dead plantings to be reviewed next week

B) Glenrock planter mulch replacement – Coordinate with contractor for quotes; Hutchinson drafting program involvement. Spring 2024

C) Storm drainage improvements; discuss storm event of 7/14/2023 – Spring 2024

D) Stormwater Detention @ Glenrock Main Library Mechanical Room Seepage – Complete
E) Glenrock Dead Tree Removals (per BOCC notification) - ongoing
2) **Douglas Library**

A) HVAC Repair Project –

- 100% completed and Warranty Expired December 2023
- Long Building Technologies attending to phone interface with HVAC alarms (also for Glenrock Library) – estimated delivery by May June 2024. Turntide supposedly out-of-business. “Cool Automation” product being proposed by
Long. Conversation this week included providing a proposal for providing the alarm capabilities.

B) Quote package for installing catch basin on west side library at roof drain outfall. Coordinate with contractor(s) – Hutchinson preparing engineering drafting for project quotes; deliver Spring 2024

C) Children’s Area Cloud – Hein/Bond today, 6/20/24.


Next Board Meeting July 18 or 25, 2024, in Douglas.
Jennifer Kofoid <jkofoed@conversecountylibrary.org>  
To: "Hal H. Hutchinson" <halhhutch@gmail.com>  
Cc: Josh Carnahan <jcarnahan@long.com>, Crystal Hegglund <cheglund@conversecountylibrary.org>  

Wed, May 1, 2024 at 10:37 PM  

Thank you for sharing the updates, Hal.  
[Quoted text hidden]

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Hal H. Hutchinson <halhhutch@gmail.com>  
To: Josh Carnahan <jcarnahan@long.com>  
Cc: Jennifer Kofoid <jkofoed@conversecountylibrary.org>, Crystal Hegglund <cheglund@conversecountylibrary.org>  

Fri, Jun 14, 2024 at 10:19 AM  

Hello Josh,  

The Library Board meets next Thursday, June 20. Do you think Long will have something for them concerning the alarm availability issue?  

Furthermore, a couple weeks ago, The Glenrock Library had Long attend to an alarm. I believe Steve M. attended to the alarm, and he left with a statement that there was an apparent leak in the VRF system that needed to be tracked down. That’s the last anyone has heard anything on it.  

In addition, last we talked Long was gearing up for attending to the damper and thermostat approved proposal from a couple months ago, in addition to providing semi-annual maintenance for the Glenrock Library.  

Please let me know your thoughts ASAP. Thanks,

Hal Hutchinson  
[Quoted text hidden]

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Josh Carnahan <jcarnahan@long.com>  
To: "Hal H. Hutchinson" <halhhutch@gmail.com>  
Cc: Jennifer Kofoid <jkofoed@conversecountylibrary.org>, Crystal Hegglund <cheglund@conversecountylibrary.org>  

Fri, Jun 14, 2024 at 1:20 PM  

Good morning Hal –  

Your timing is impeccable, I was hoping to have the alarm notification proposals to you yesterday but had some questions for which I received answers this morning. The proposals are attached. Since we have some pay-over-time options available, the pricing breakout may be a little confusing, but it breaks down to this:  

- All of the pricing options include the annual subscription fees for the duration of the payment plan.
The equipment and installation can be paid for at once, over three years or over five years. Because Converse County Libraries have a service agreement with LONG, they receive a 5% labor discount on additional services we provide, this amount is shown in the detail section, and taken out of the amounts in the authorization section.

I apologize that I was unaware of a leak in the VRF system, so I spoke with Steve this morning. He isn’t sure there is a leak but will do a leak test as part of the upcoming preventative maintenance service.

We recently changed our scheduling software and have had some bugs in the new system which caused delays in scheduling service work. Converse County Libraries were one of the accounts impacted by this, so I apologize that the PMs have been delayed. I verified this morning that they are now scheduled for as soon as possible.

We had to order some additional items for the Damper and Thermostat project, we have not received them yet, and will not begin work until we have received all materials and devices. We will also be going to Douglas to verify the installation there to better ensure that the set-up in Glenrock is as similar to it as possible.

I hope this addresses your questions, but please feel free to reach out at anytime.

Thank you,

Josh Carnahan
Account Executive | Tel: 307-266-9814
Dispatch: (307) 265-5997 | jcarnahan@long.com

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CCL Douglas & Glenrock Remote Access.pdf
366K
Replacement Proposal

Quote: CCL DOUG & GLEN REMOTE ACCES  Date: 6/14/2024  Page: 1 of 6

To: Mr. Hal Hutchinson
Owner's Representative

Customer: Converse County Library
506 S 4th St
Glenrock, WY 82637

Equipment Location: Douglas Branch
Glenrock Branch

From: Josh Carnahan
Account Executive
(307) 266-9814
jcarnahan@LONG.com

Regarding: Douglas and Glenrock VRF Remote Access & Alarms

NOTE: ALL LEAD TIMES ARE APPROXIMATE AND SUBJECT TO Change.
PRICING IS VALID FOR (30) DAYS FROM THIS PROPOSAL. LONG RESERVES THE
RIGHT TO ADJUST PRICING AS NECESSARY AFTER (30) DAYS.

Thank you for the opportunity to assist Converse County Library in maintaining your Heating, Ventilation and Air Conditioning (HVAC) systems in your facilities. We are pleased to offer the following proposal to replace the Variable Refrigerant Flow (VRF) system remote access and alarm hardware and software in the Douglas Branch and add a similar system to the Glenrock Branch.

VRF SYSTEM REMOTE GATEWAY OVERVIEW

The Variable Refrigerant Flow (VRF) cooling and heating control systems at the Douglas and Glenrock branches of Converse County do not have remote access capabilities, the VRF control system cannot be accessed from anywhere but directly on site.

The controls cannot be adjusted, schedules cannot be set, and critical alarms nor notifications cannot be sent offsite via email or text without the utilization of a gateway system that connects directly to the VRF control system and the internet.

A gateway system allows access into the system from an offsite location, through a computer or mobile device. Users are authorized and given credentials to access the system and make changes to set points and schedules. The gateway is also programmed to send critical notifications and alarms via email or text to those authorized to receive them.
The existing gateway system at the Douglas Branch, TurnTide, has discontinued their services for VRF and similar systems, and will no longer be supporting it. This system should be replaced to ensure continuation of remote access and alarm notification.

LONG has been working with CoolAutomation, www.coolautomation.com, through our Colorado offices for a number of years, and we are proposing utilizing CoolAutomation hardware and software for both VRF systems at the Douglas and Glenrock branches.

Please note, CoolAutomation will require an annual subscription fee for services.

**OUR VRF SYSTEM REMOTE GATEWAY PROPOSAL INCLUDES:**

**EQUIPMENT & MATERIALS**
- Qty. 1 – Gateway Device
- Miscellaneous materials: wire, nuts, bolts, etc.

**LABOR**
- Install gateway hardware, connect to VRF controls & internet compatible network connection in consultation with owner’s IT provider.
- In consultation with owner, program gateway, and establish authorized users, set points they can adjust, what alarms and notifications are to be sent and who they are to be sent to.
- Check and test for proper operation.
- Owner training included.
- Note: Repairs to existing systems are excluded.

**YOUR INVESTMENT FOR VRF SYSTEM REMOTE GATEWAY IS:**

**YOUR DETAILED ESTIMATE FOR THIS SCOPE OF WORK IS:**

*Please indicate which options are to be included in this authorization:*

**Douglas Library**
- Equipment, Installation & 1-year Subscription ......................................................... $ 9,935.00
- 3-Year Option (Equipment/Installation Annual Cost for 3 years) .................. $ 5,610.00
- 5-Year Option (Equipment/Installation Annual Cost for 5 Years) .................. $ 4,740.00
- Installation Labor Discount (5% Service Agreement Labor Discount) ........ $ 175.00
- Ongoing Annual Subscription Costs (Included in Fees Above) ......................... $ 2,535.00

**Glenrock Library**
- Equipment, Installation & 1-year Subscription ......................................................... $ 8,275.00
- 3-Year Option (Equipment/Installation Annual Cost for 3 years) .................. $ 3,980.00
- 5-Year Option (Equipment/Installation Annual Cost for 5 Years) .................. $ 3,125.00
- Installation Labor Discount (5% Service Agreement Labor Discount) ........ $ 175.00
- Ongoing Annual Subscription Costs (Included in Fees Above) ......................... $ 1,235.00

**NOTE: PRICING IS VALID FOR (30) DAYS FROM THIS PROPOSAL. LONG RESERVES THE RIGHT TO ADJUST PRICING AS NECESSARY AFTER (30) DAYS.**
OUR VRF SYSTEM REMOTE GATEWAY PROPOSAL EXCLUDES:

Providing the labor and materials for work not detailed to be done in this project's scope of work, including:

- Providing labor after our normal business hours 8:00 a.m. to 4:30 p.m. Monday through Friday.
- Repair/Replacement of roof and/or structure.
- Repair/Replacement of wall systems, drywall and paint.
- Repair or replacement of air distribution ducting.
- Replacement of any defective components not specifically detailed above.

VRF SYSTEM REMOTE GATEWAY AUTHORIZATION

Please review this proposal and let us know if you have any questions. If this proposal is acceptable, please acknowledge below and return by fax or email to jcarnahan@long.com

Please indicate which options are to be included in this authorization:

**DOUGLAS LIBRARY**
5% Labor Discount Applied

☐ Equipment, Installation & 1-year Subscription.................................$ 9,760.00

☐ 3-Year Option (Equipment/Installation Annual Cost for 3 years)..................$ 5,435.00

☐ 5-Year Option (Equipment/Installation Annual Cost for 5 Years)..................$ 4,565.00

Ongoing Annual Subscription Cost Estimate (Included in Fees Above).............$ 2,535.00

**GLENROCK LIBRARY**

☐ Equipment, Installation & 1-year Subscription.................................$ 8,100.00

☐ 3-Year Option (Equipment/Installation Annual Cost for 3 years)..................$ 3,805.00

☐ 5-Year Option (Equipment/Installation Annual Cost for 5 Years)..................$ 2,950.00

Ongoing Annual Subscription Cost Estimate (Included in Fees Above).............$ 1,235.00

Thank you for considering LONG Mechanical Solutions for this work.

Your building technology partner,  

Josh Carnahan  
Account Executive

Accepted by,  

Authorized Signature

Printed Name

Date: ________ PO #: __________

Colorado Nevada Utah Wyoming  Technology for Better Buildings...Since 1965
LONG BUILDING TECHNOLOGIES is a manufacturer's agent representing the various suppliers quoted in this proposal. Acceptance of this proposal is deemed to be acceptance of the terms and conditions set forth by the various suppliers represented herein.

**PRICE POLICY:** Quotations are subject to acceptance within thirty (30) days from the date of quotation.

**TERMS:** Terms of payment are subject at all times to the approval of LONG BUILDING TECHNOLOGIES and its suppliers' Credit Departments.

**CLAIMS:** The responsibility of LONG BUILDING TECHNOLOGIES and their suppliers ceases upon delivery of goods in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to LONG BUILDING TECHNOLOGIES within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and factory order numbers. As all goods are shipped at customer’s risk, any claims for damage or shortage in transit must be filed by customer against the transportation company.

**TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the customer in the same manner and with the same effect as if originally added thereto. Taxes are not included in the prices quoted on this proposal.

**CANCELLATIONS:** Accepted orders are not subject to cancellation without LONG BUILDING TECHNOLOGIES and its suppliers being reimbursed for any and all expenses.

**DELAYS:** LONG BUILDING TECHNOLOGIES and its suppliers shall not be liable for any delays caused by riots, strikes, fires, floods, lack of transportation, accidents or any other contingency beyond its control.

**PRODUCT CHANGES:** In the interest of continuous product improvement, LONG BUILDING TECHNOLOGIES and its suppliers reserve the right to change specifications and/or design without incurring obligation.

**INSTALLATION:** This proposal does not include installation labor, supplies or rigging unless otherwise noted in the proposal.

**RETURNED GOODS:** Goods may not be returned except by permission of an authorized Officer of LONG BUILDING TECHNOLOGIES in Denver, Colorado and when so returned will be subject to a handling charge and transportation costs. Authorized return goods should be returned to suppliers as directed by LONG BUILDING TECHNOLOGIES depending on point of origin. Return shipments should not be directed to LONG BUILDING TECHNOLOGIES.

**WARRANTY:** LONG BUILDING TECHNOLOGIES and its suppliers warrant to the original purchaser that the products manufactured or supplied by them are free of defects in material and workmanship if properly installed, maintained and used under normal conditions with competent supervision. The obligation of LONG BUILDING TECHNOLOGIES and its suppliers is limited to, at their option, repairing or replacing, F.O.B. point of manufacture or main office of LONG BUILDING TECHNOLOGIES, any part or parts under this warranty which shall thus prove defective within one year after shipment to the original purchaser (some suppliers may extend the warranty to one year after startup, or eighteen months after shipment, whichever occurs first). LONG BUILDING TECHNOLOGIES and suppliers’ examination shall disclose to their satisfaction the warranty status of parts claimed to be thus defective; warranty shall be valid provided such part or parts are returned to the supplier’s manufacturing point or LONG BUILDING TECHNOLOGIES main office with transportation charges prepaid and provided that LONG BUILDING TECHNOLOGIES and its suppliers receive written notice of such defect within 15 days of the failure of the product. The term “original purchaser”, as used in this warranty shall mean that person to whom the product was originally supplied.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE OR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES OF LONG BUILDING TECHNOLOGIES OR ITS SUPPLIERS; LONG BUILDING TECHNOLOGIES AND ITS SUPPLIERS NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO GIVE OR ASSUME FOR THEM ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THESE PRODUCTS. LONG BUILDING TECHNOLOGIES AND ITS SUPPLIERS MAKE NO WARRANTY WHATSOEVER REGARDING PARTS NO SUPPLIED BY THEM NOR MOTORS, SWITCHES, CONTROLS OR ACCESSORIES; SUCH ITEMS CARRY ONLY THE WARRANTY ISSUED BY THE MANUFACTURER OF SUCH ITEMS.**

**THIS WARRANTY SHALL NOT APPLY TO, AND NEITHER LONG BUILDING TECHNOLOGIES NOR ITS SUPPLIERS SHALL BE LIABLE FOR, ANY PART WHICH HAS BEEN DAMAGED BY OR SUBJECTED TO MISUSE, ABUSE, OVERLOAD, MISAPPLICATION NEGLECT, ACCIDENT, IMPROPER INSTALLATION, MODIFICATION, ADJUSTMENT, ALTERATION OR REPAIR. LONG BUILDING TECHNOLOGIES AND ITS SUPPLIERS SHALL NOT IN ANY EVENT BE LIABLE FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SAID PRODUCTS NOR FROM ANY OTHER CAUSE, NOR FOR PENALTIES, NOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, NEITHER LONG BUILDING TECHNOLOGIES NOR ITS SUPPLIERS SHALL INCUR ANY LIABILITY WHATSOEVER UNTIL THEY RECEIVE FULL PAYMENT FOR THE PRODUCTS.**

**IN CONCLUSION:** All orders accepted by LONG BUILDING TECHNOLOGIES and its suppliers are with the express condition that the purchaser agrees with the terms and conditions appearing in this proposal. LONG BUILDING TECHNOLOGIES and its suppliers failure to object to the provisions contained in the customer's purchase order or other communications shall not be deemed a waiver of the terms and conditions hereof or acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon LONG BUILDING TECHNOLOGIES and its suppliers unless made in writing and signed by an Officer of LONG BUILDING TECHNOLOGIES and its suppliers.
TERMS AND CONDITION OF SALE – TEMPERATURE CONTROL SYSTEMS

(1) OFFER AND ACCEPTANCE: LONG Building Technologies (LONG) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Buyer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and LONG. Any additional or differing terms and conditions contained on Buyer’s Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between buyer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.

(2) PRICE POLICY: Quotations are subject to acceptance within fifteen (15) days from the date of quotation.

(3) TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 30 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each additional thirty (30) day period.

(4) INVOICING: LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.

(5) PERFORMANCE: LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Buyer’s Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG’s failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

(6) TAXES: Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Buyer.

(7) WARRANTY: LONG guarantees its temperature control work and all materials of LONG’s manufacturers against defects in workmanship and material for 365 days from date of substantial completion of the work and will repair or replace such products or components as LONG finds defective. This warranty does not include the cost of overnight or emergency shipping or transportation involved in supplying replacements for defective components. On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

(8) PATENTS: If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, and LONG is notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, LONG will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, LONG, in lieu of all other liability except as above stated will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but LONG’s liability shall in no case exceed the purchase price of said infringing apparatus.

(9) LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against LONG arising from LONG’s performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL LONG’S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM BUYER UNDER THE INSTANT CONTRACT. NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
(10) DELIVERY: Execution and shipping dates are approximate only. No execution or shipping dates requested or specified by Buyer will be binding on LONG unless such request or specifications is specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. factory freight allowed, with title passing to Buyer upon delivery to the carrier by LONG or the equipment manufacturer if applicable.

(11) CANCELLATION: LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).

(12) DISPUTES AND CHOICE OF LAWS: This contract shall be deemed to have entered into and shall be governed by the laws of the State of . All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be , unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.

(13) COSTS TO LONG: In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney’s fees).

(14) ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of LONG’s offer to sell, constitute the entire agreement between LONG and Buyer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.

(15) ASSIGNMENT: Buyer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG’s consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.