

Capital Facilities



Facilities
AGENCY

31-2408

CONTRACT NO. Construction

CONTRACT **CHANGE ORDER**

Lewis County Permanent Shelter
PROJECT TITLE

CO 2

COP No. 1

TO: **Schwiesow Construction, Inc.** CONTRACTOR PROPOSAL REQUEST DATE **12/19/2024**
You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

See attached written proposal concerning HVAC extension work from Schwiesow through a subcontractor (Trotter and Morton, or TML). Lewis County put out an RFP under RCW 39.04.290 for this HVAC extension work; we got one response for \$60,000. Schwiesow obtained a bid to do the same work plus slightly more for this much smaller sum. We elected to use this change order to situate the work under Schwiesow and save taxpayer funds.

REASON FOR CHANGE **Owner requested additional work in this contract**

DATE PROPOSAL REQUIRED **12/19/2024**

CHANGE ORIGINATED BY **Lewis County**
PROPOSAL REQUESTED BY **Matt Patana & Alex Murray**

TO: **Alex Murray** (Owner Rep) TO: **Matt Patana** PM (E&S)

WE PROPOSE TO PERFORM ALL CHANGES DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT PRICE CHANGE: ☐ NO CHANGE ☒ INCREASE ☐ DECREASE

OF **Twenty-one thousand, three hundred and two and 00/100 dollars** **\$21,302.00**
(Washington State Sales Tax Not Included)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto

CONTRACT COMPLETION DATE: ☒ NO CHANGE ☐ INCREASE ☐ DECREASE OF **0** CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect. We understand that work shall not begin prior to authorization.

Schwiesow Construction CONTRACTOR BY DATE

TO: LEWIS COUNTY

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance. We also understand that this change may lead, in future, to a request to reasonably extend the time for completion.

A/E DATE A/E COST VERIFICATION DATE

AGENCY DATE **Matt Patana:** *[Signature]* **1/7/25**
PROJECT MANAGER DATE

CONTRACT SUMMARY (BY E&S)

ORIGINAL CONTRACT SUM	\$67,000.00	PREVIOUS TOTAL	\$72,900.00
PREVIOUS ADDITIONS	\$5,900.00	CHANGE AMOUNT	\$21,302.00
PREVIOUS DEDUCTIONS	\$0.00	NEW TOTAL	\$94,202.00

NEW CONTRACT COMPLETION DATE **12/31/24** **0** DAYS PERCENT CHANGE FROM ORIGINAL CONTRACT AMOUNT **40.60%**

☐ The final amount of this change order differs from the cost proposal. Invoices incorporating this change order constitutes acceptance by the contractor as total reimbursement due in connection with this change order.

Lewis County hereby accepts the foregoing proposal and authorizes the performance of the changes specified. This constitutes a change order to the contract only when authorizing signature is affixed.

Alex Murray: *[Signature]* **FACILITIES ADMINISTRATION** **12/18/24**
AUTHORIZING SIGNATURE DATE

Capital Facilities



Facilities

AGENCY

31-2408

CONTRACT NO. **Construction**

CO 2

COP No. **1**

CONTRACT CHANGE ORDER

Lewis County Permanent Shelter
PROJECT TITLE

PROPOSAL REQUEST

TO: **Schwiesow Construction, Inc.** CONTRACTOR PROPOSAL REQUEST DATE **12/19/2024**

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

See attached written proposal concerning HVAC extension work from Schwiesow through a subcontractor (Trotter and Morton, or TML). Lewis County put out an RFP under RCW 39.04.290 for this HVAC extension work; we got one response for \$60,000. Schwiesow obtained a bid to do the same work plus slightly more for this much smaller sum. We elected to use this change order to situate the work under Schwiesow and save taxpayer funds.

REASON FOR CHANGE **Owner requested additional work in this contract**

DATE PROPOSAL REQUIRED **12/19/2024**

CHANGE ORIGINATED BY **Lewis County**

PROPOSAL REQUESTED BY **Matt Patana & Alex Murray**

CONTRACTOR PROPOSAL

TO: **Alex Murray** (Owner Rep) TO: **Matt Patana** PM (E&AS)

WE PROPOSE TO PERFORM ALL CHANGES DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT PRICE CHANGE: ☐ NO CHANGE ☒ INCREASE ☐ DECREASE

OF **Twenty-one thousand, three hundred and two and 00/100 dollars** **\$21,302.00**

(Washington State Sales Tax Not Included)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto

CONTRACT COMPLETION DATE: ☒ NO CHANGE ☒ INCREASE ☐ DECREASE OF **30** CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect. We understand that work shall not begin prior to authorization.

Schwiesow Construction CONTRACTOR BY  DATE **12/19/24**

RECOMMENDATION

TO: LEWIS COUNTY

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance. We also understand that this change may lead, in future, to a request to reasonably extend the time for completion.

A/E DATE A/E COST VERIFICATION DATE

Matt Patana:

AGENCY DATE PROJECT MANAGER DATE

CONTRACT SUMMARY (BY E&AS)

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PREVIOUS ADDITIONS	\$5,900.00	CHANGE AMOUNT	\$21,302.00
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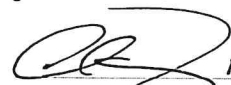
NEW CONTRACT COMPLETION DATE **12/31/24** **0** DAYS PERCENT CHANGE FROM ORIGINAL CONTRACT AMOUNT **40.60%**

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Lewis County hereby accepts the foregoing proposal and authorizes the performance of the changes specified. This constitutes a change order to the contract only when authorizing signature is affixed.

Alex Murray: AUTHORIZING SIGNATURE

DATE

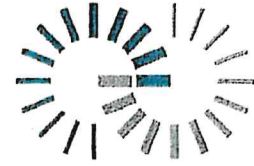
 **FACILITIES Administrator**

12/18/24

920 Fair St. Centralia, WA 98531
ID Cont License RCE-27775

12/18/2024

[illegible]



Facility Services

A Trotter & Morton Company

A LINC Service Contractor

Project Proposal

PROPOSAL FOR:

**Mark
Schwiesow**

2015 NE Kresky

REGISTERED PROPOSAL NUMBER:

PP60173

SUBMITTED:

2024-12-13

Trotter & Morton Facility Services Inc.

8310 30th Avenue NE Lacey, Washington • nevans@tmlgroup.com • 360-493-8870

www.trotterandmorton.com



Trotter & Morton Facility Services, Inc.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
2024-12-13	PP60173	

BY AND BETWEEN:

Trotter & Morton Facility Services, Inc.
8310 30th Avenue NE
Lacey, Washington
98516

AND

Schwiesow Construction Inc.
920 Fair Street
Centralia, Washington
98531

hereafter CONTRACTOR

hereafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): 2015 NE Kresky

Trotter and Morton is pleased to provide the following solutions.

TMFS will provide all the necessary equipment, ductwork, diffusers, materials and labor to install 2- exhaust fans and provide some minor ductwork/vent modifications for the Night by Night Shelter in Lewis County.

- Provide and install 1- Greenheck ceiling mounted exhaust fan with barometric damper and vent out soffit, serving the laundry room
- Provide and install 1- Fantech inline exhaust fan with barometric dampers and vent out soffit, serving the Individual belonging storage room
- Provide 1- variable speed controller for exhaust fan serving the (to be installed by electrician)
- Provide all necessary ductwork and diffusers for both exhaust fans
- Relocate 1- 12" existing return air vent from individual belonging storage room to main men's sleeping area
- Install 1- 10x10 exhaust vent diffuser missing from existing exhaust fan for Janitor room
- Provide and install 2- 8x8 missing return air grills (1- for main entry, 1- for Shelter Managers Office)
- Provide and install 1- new 10" supply air vent with diffuser, missing from the NE entry way
- Provide and install 1- new 8" supply air vent with diffuser, missing from the Staff Main Office
- Start and test system to insure proper operations
- All work to be performed by commercial HVAC service technicians with all industry and EPA certifications



Trotter & Morton Facility Services, Inc.

PP60173

- Project will be invoiced 100% upon completion of project.
- Project price not to exceed \$14,404 + Washington State Sales Tax
- Price valid for 30 days from proposal date
- 20% of the labor performed on this project will be done by an Apprentice of the Local 66 Union
- Work to be performed using regular day time labor, overtime labor hours are excluded

The scope of work to be performed by TMFS is limited to the description contained herein. Should customer request additional work in conjunction with this project, that work will be quoted separately or performed on a time and material basis at the contractor's prevailing rates. Should work be required to bring existing mechanical, electrical or plumbing systems or building structures up to prevailing codes, that work will be performed and invoiced separately from this project.

EXCLUSIONS: main high voltage wiring and circuits; engineering, structural modifications; permits to be obtained and billed separately from this proposal as costs vary depending on jurisdiction/municipalities and final scope of work; anything not specifically stated in this proposal will be extra to this agreement.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of materials or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. 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 Contractor which is not expressed herein. The Customer hereby acknowledges and agrees that the liability and responsibility of the Contractor on account of any damages suffered or sustained by the Customer as a result of the labour and/or materials supplied by Contractor shall be limited to the amount invoiced by the Contractor for its work, and the Customer shall not be entitled to any other additional damages, direct or indirect, consequential or otherwise and this limit shall be the sole and total limit of any and all claim arising by contract, negligence, or otherwise at law.

CONTRACTOR

Neal Evans

Signature (Sales Representative)

Neal Evans

General Manager Signature

General Manager

Title

2024-12-13

Date

CUSTOMER

Signature (Authorized Representative)

Mark Schwiesow

Name (Print/Type)

Project Manager

Title

Date



Trotter & Morton Facility Services, Inc.

Recommended Solutions Worksheet

(Contractor) will provide for the complete

- | | | | |
|---|--|--------------------------------------|--|
| ☐ Design/Engineering | ☒ Installation | ☐ Replacement | ☒ Modification |
| ☐ Retrofit/Repair of the following environmental system(s) | | | |

Location: 2015 NE Kresky

Component(s): Install 2- exhaust fans and make some minor duct/vent modifications

Specifications: As specified in the proposal

Included in this proposal we have provided for the following:

- | | |
|--|--|
| ☐ Complete engineering and updating of drawings | ☐ Insulation |
| ☒ Complete project management | ☐ Concrete Pad |
| ☒ Delivery of all equipment to your facility | ☐ Roof Sealing |
| ☒ Complete installation of the above system(s) | ☒ Equipment Disposal |
| ☐ Final Adjustment and Calibrations | ☐ Systems training program |
| ☐ Preventive maintenance agreement | ☐ Consideration for your long-term facility investment plan |

We have not included:

- | | |
|--|--|
| ☒ Issues associated with shut downs & start up of water and piping systems | ☒ Cutting, patching, painting |
| ☒ Concrete Pad | ☒ Electrical wiring |
| ☒ Roof Sealing | ☒ Setting of valve bodies or wells |
| ☒ Asbestos Removal | ☒ Air balancing |
| ☒ Engineering or design | ☒ Setting of dampers |
| ☒ Pipe sizing | ☒ Preventive maintenance agreement |
| ☒ Any work not specifically stated in this proposal | ☒ Design, Installation, material of existing piping or systems |

When completed this program will provide your organization with:

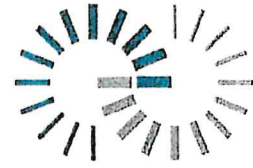
- | | |
|---|---|
| ☐ Reduced operating expenses | ☐ Reduced legal exposure |
| ☒ Investment protection | ☒ Peace of mind |
| ☒ Improved comfort conditions | ☒ Improved Indoor Air Quality |
| ☐ Improved environmental control | |



Trotter & Morton Facility Services, Inc.

PROJECT PROPOSAL TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Proposal will be performed during the Contractor's normal working hours.
 2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
 3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Proposal without notice and/or cancel this Proposal, and the entire Proposal amount shall become due and payable immediately upon demand.
 4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
 5. Any alteration to, or deviation from, this Proposal involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Proposal.
 6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Proposal, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
 7. Any legal action against the Contractor relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.
 8. Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.
 9. To the fullest extent permitted by law, the Customer shall release, indemnify and hold harmless the Contractor, its affiliates, officers, directors, agents and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorneys' fees on a full indemnity basis) arising out of or resulting from the performance of work hereunder, regardless of whether such claim, damage, loss or expense is caused in part by the negligence of Contractor, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, or relates to or arises out of the design, condition or installation of pre-existing pipes and/or surrounding materials or any shut down and start up of the water and piping system.
 10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
 11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this proposal, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



Facility Services

A Trotter & Morton Company

A UNC Service Contractor

Project Proposal

PROPOSAL FOR:
Matt Patana

2015 Northeast Kresky Avenue, Centralia, Washington
98532, United States

REGISTERED PROPOSAL NUMBER:

PP59232

SUBMITTED:

2024-12-13

Trotter & Morton Facility Services Inc.

8310 30th Avenue NE Lacey, Washington • nevans@tmlgroup.com • 360-493-8870

www.trotterandmorton.com



Trotter & Morton Facility Services, Inc.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
2024-12-13	PP59232	

BY AND BETWEEN:

Trotter & Morton Facility Services, Inc.
8310 30th Avenue NE
Lacey, Washington
98516

AND

Night by Night Shelter
2015 Northeast Kresky Avenue
Centralia, Washington
98532

hereafter CONTRACTOR

hereafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
2015 Northeast Kresky Avenue, Centralia, Washington 98532, United States

We are pleased to provide you with the following proposal:

TMFS will provide the necessary parts, materials and labor to replace the failed parts list below for RTU's #001, #002, #003, and #004. After repair have been made, TMFS will reach out to customer if additional parts are recommended to be replaced after a thorough test and inspect has been made.

RTU# 001

Replace 2- capacitors and 1 contactor with new

RTU# 002

Replace economizer actuator and controller with new

RTU# 003

Replace worn drive pulley and belt with new

RTU# 004

Replace worn drive pulley, capacitor and economizer filter

Start and test all 4- RTU's to ensure proper operation, report back to customer if additional repairs are recommended

All work to be performed by commercial HVAC service technicians with all industry and EPA certifications



Trotter & Morton Facility Services, Inc.

PP59232

- Project will be invoiced 100% upon completion of project.
- Total Investment \$3,756 + Washington State Sales Tax
- Price valid for 30 days from proposal date
- Work to be performed using regular day time labor, overtime labor hours are excluded

The scope of work to be performed by TMFS is limited to the description contained herein. Should customer request additional work in conjunction with this project, that work will be quoted separately or performed on a time and material basis at the contractor's prevailing rates. Should work be required to bring existing mechanical, electrical or plumbing systems or building structures up to prevailing codes, that work will be performed and Invoiced separately from this project. Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.

EXCLUSIONS: Anything not specifically detailed in this proposal would be extra to this agreement.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of materials or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. 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 Contractor which is not expressed herein. The Customer hereby acknowledges and agrees that the liability and responsibility of the Contractor on account of any damages suffered or sustained by the Customer as a result of the labour and/or materials supplied by Contractor shall be limited to the amount invoiced by the Contractor for its work, and the Customer shall not be entitled to any other additional damages, direct or indirect, consequential or otherwise and this limit shall be the sole and total limit of any and all claim arising by contract, negligence, or otherwise at law.

CONTRACTOR

Neal Evans

Signature (Sales Representative)

Neal Evans

General Manager Signature

General Manager

Title

2024-12-13

Date

CUSTOMER

Signature (Authorized Representative)

Matt Patana *Alex Murray*

Name (Print/Type)

Operations Manager *FACILITIES ADMINISTRATOR*

Title

12-19-24

Date



Trotter & Morton Facility Services, Inc.

Recommended Solutions Worksheet

(Contractor) will provide for the complete

- ☐ Design/Engineering ☒ Installation ☒ Replacement ☐ Modification
☐ Retrofit/Repair of the following environmental system(s)

Location: 2015 Northeast Kresky Avenue, Centralia, Washington 98532, United States

Component(s): Repairs to 4- RTU's

Specifications: As specified in the proposal

Included in this proposal we have provided for the following:

- | | |
|--|--|
| ☐ Complete engineering and updating of drawings | ☐ Insulation |
| ☒ Complete project management | ☐ Concrete Pad |
| ☒ Delivery of all equipment to your facility | ☐ Roof Sealing |
| ☒ Complete installation of the above system(s) | ☒ Equipment Disposal |
| ☐ Final Adjustment and Calibrations | ☐ Systems training program |
| ☐ Preventive maintenance agreement | ☐ Consideration for your long-term facility investment plan |

We have not included:

- | | |
|--|--|
| ☒ Issues associated with shut downs & start up of water and piping systems | ☒ Cutting, patching, painting |
| ☒ Concrete Pad | ☒ Electrical wiring |
| ☒ Roof Sealing | ☒ Setting of valve bodies or wells |
| ☒ Asbestos Removal | ☒ Air balancing |
| ☒ Engineering or design | ☒ Setting of dampers |
| ☒ Pipe sizing | ☒ Preventive maintenance agreement |
| ☒ Any work not specifically stated in this proposal | ☒ Design, Installation, material of existing piping or systems |

When completed this program will provide your organization with:

- | | |
|---|--|
| ☐ Reduced operating expenses | ☐ Reduced legal exposure |
| ☒ Investment protection | ☒ Peace of mind |
| ☒ Improved comfort conditions | ☐ Improved Indoor Air Quality |
| ☐ Improved environmental control | |



Trotter & Morton Facility Services, Inc.

PROJECT PROPOSAL TERMS AND CONDITIONS

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 2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
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 7. Any legal action against the Contractor relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.
 8. Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.
 9. To the fullest extent permitted by law, the Customer shall release, indemnify and hold harmless the Contractor, its affiliates, officers, directors, agents and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorneys' fees on a full indemnity basis) arising out of or resulting from the performance of work hereunder, regardless of whether such claim, damage, loss or expense is caused in part by the negligence of Contractor, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, or relates to or arises out of the design, condition or installation of pre-existing pipes and/or surrounding materials or any shut down and start up of the water and piping system.
 10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
 11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this proposal, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.