



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

August 8, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Contract with Johnson Controls Inc. for the development and implementation of a comprehensive Sequence of Operation for the expansion of the Central Utility Plant. Total contract value is \$403,061. Funding is through budgeted County General Funds and is eligible for 50% reimbursement from the Oregon Courthouse Capital Construction & Improvement Fund.**

<b>Previous Board Action/Review</b>	Briefed at Issues August 6, 2024		
<b>Performance Clackamas</b>	Build (maintain) a strong infrastructure. Ensure a safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Paul Landaas	<b>Contact Phone</b>	503-557-6420

**EXECUTIVE SUMMARY:** Clackamas County has engaged Johnson Controls Inc. (JCI) to oversee the development and implementation of a comprehensive Sequence of Operation (SoO) for the expansion of the Central Utility Plant (CUP). The project entails integrating the existing CUP with the additional equipment that has been added to the existing Boiler Plant and Chiller Plant.

This contract is purchased against Sourcewell Contract Number 070121-JHN.

**RECOMMENDATION:** Given the scope and urgent timeline of the project completion, it is in the best interest of the County to engage Johnson Controls to develop & implement the Sequence of Operations needed for the CUP Expansion. Facilities Management recommends that this contract be approved and awarded to Johnson Controls, Inc.

Respectfully submitted,

*Elizabeth Comfort*  
Elizabeth Comfort (Jul 31, 2024 12:11 PDT)

Elizabeth Comfort  
Director Finance

For Filing Use Only



**CLACKAMAS COUNTY**  
**GOODS AND SERVICES CONTRACT**  
**Contract # 9768**

This Goods and Services Contract (this “Contract”) is entered into between **Johnson Controls Inc.**, (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”), on behalf of its Department of Finance, Facilities Division, for the purposes of removing old HVAC controls and installing County-standard HVAC controls systems. This Contract is purchased against Sourcewell Contract Number 070121-JHN.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2024**, or until completion of all obligations provided herein, whichever is earlier.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in **Exhibits A** (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Three Thousand and Sixty-One dollars (\$403,061.00)**, for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

[FacilitiesManagement@clackamas.us](mailto:FacilitiesManagement@clackamas.us)

- 5. Travel Expense Reimbursement.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in

descending order of precedence and are attached and incorporated by reference: this Contract, and Exhibit A.

**7. Contractor and County Contacts.**

Contractor Administrator: Zach Bradcovich Phone: 971-865-1354 Email: <a href="mailto:zack.bradcovich@jci.com">zack.bradcovich@jci.com</a>	County Administrator: Paul Landaas Phone: 503-742-6420 Email: <a href="mailto:Paullan@clackamas.us">Paullan@clackamas.us</a>
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**ARTICLE II.**

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, prior thirty (30) days of written notice, throughout the completion of the Contract, and after completion as here established, one time each year, during normal business hours that does not disrupt business operations. which are directly pertinent to this Contract for the purpose of making audit and examination. Contractor shall maintain such books and records for two (2) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. All records, data, or other information provided or made available to County in accordance with this audit section shall be considered Contractor's Confidential Information and is not subject to any copy, retrieval nor storage of any kind by County.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but

not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, loss, and expense which are caused by, or result from, the negligent acts or omissions of Contractor, its subcontractors, agents, or employees. Contractor shall indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all third-party claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, caused by, or resulting from Contractor's negligent acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract and Contractor's responsibility; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required coverage indicated below. The insurance requirement outlined below do not in any way limit, expand upon, alter, supplant, or supersede Contractor's contractual obligations under this Contract, including any indemnification obligation. Contractor shall provide proof of said insurance and show the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

<input checked="" type="checkbox"/> <b>Required - Workers Compensation:</b> Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
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<input checked="" type="checkbox"/> <b>Required – Commercial General Liability:</b> Combined single limit, or the equivalent, of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
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<input checked="" type="checkbox"/> <b>Required – Professional Liability:</b> Combined single limit, or the equivalent, of \$1,000,000 per claim, with an annual aggregate limit of \$1,000,000 for damages caused by error, omission or negligent acts.
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**Required – Automobile Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Notwithstanding anything to the contrary, in no event, whether in contract, tort (including negligence) or otherwise, shall either party shall be liable to the other for (i) any indirect, incidental, consequential or special damages arising from, relating to, or in connection with this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. Reserved.**

**13. Representations of Warranties.** Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, and that the goods shall be, as described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems within a reasonable time and in good faith effort after written notice and pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the professional standards of the industry.

Contractor's warranty obligation under Subsection (D) is for a period of one (1) year from substantial completion; provided, however, that if the equipment is not manufactured by Contractor and is covered under a manufacturer's warranty for a shorter period, Contractor's warranty will be limited to the term of the manufacturer's warranty (the "Warranty Period"). Contractor's warranty obligation under Subsection (E) shall be for be ninety (90) days from when services have been performed. If during the Warranty Period, any part of the equipment

does not function as warranted and provided, as a condition precedent, that the County notifies Contractor during the Warranty Period, Contractor will determine, at its sole discretion, to either (i) repair the equipment; or (ii) replace it with a new or functionally operative part, which shall be Contractor's sole obligation for breach of this warranty. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Contractor; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; or (v) if Contractor's serial numbers or warranty date decals have been removed or altered.

The warranties set forth in this section are exclusive and in lieu of, any other express or implied warranties including, without limitation, any warranty of merchantability or fitness for a particular purpose, which are hereby disclaimed.

**14. Delivery and Inspections.**

- A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
  
- B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion, prior 30 days of written notice. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this

Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract, as defined in ORS 279B.045 “Contractor warranty and covenant concerning tax law compliance” and shall entitle County to terminate this Contract, seek damages and to pursue other relief available under the terms of this Contract or applicable law, as permitted by ORS 279B.045.

- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County’s request, Contractor shall surrender to anyone County designates, all documents, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor’s sole remedy is payment for the goods and services delivered and performed.

- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County’s or Contractor’s reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 27. Waiver.** The failure of either Party to enforce any provision of this Contract shall not constitute a waiver by said Party of that provision in subsequent incidents or any other provision.

- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in

Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from Contractor’s employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay its employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.


31. **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. **Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. **Amendment.** This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Johnson Controls Inc.  
 4011 SE International Way, Suite 605  
 Milwaukie, OR 97222

 7/23/2024

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Authorized Signature Date

Matthew Dunn / Branch Installation Manager

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Name / Title (Printed)

000864-21 FBC/Wisconsin

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Oregon Business Registry #

Clackamas County


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Chair Date

Recording Secretary

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APPROVED AS TO FORM

 07/24/2024

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County Counsel Date



**EXHIBIT A**  
**SCOPE OF WORK**

# Clackamas County Department of Finance- Cup Expansion



May 9, 2024

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**Submitted by:**  
**Zack Bradcovich**  
**Johnson Controls, Inc.**  
HVAC Account Executive  
4011 SE International Way, Suite 605  
Milwaukie, OR 97222  
971-865-1354  
zack.bradcovich@jci.com

**Presented to:**  
**Paul Landaas**  
**Clackamas County Department of Facilities**  
1710 Red Soils CT  
Suite 200  
Oregon City, OR 9045  
Paullan@clackamas.us

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## Executive Summary.

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Clackamas County has engaged Johnson Controls Inc. (JCI) to oversee the development and implementation of a comprehensive Sequence of Operation (SoO) for the expansion of its Central Utility Plant (CUP). The project entails integrating the existing CUP with the addition to existing Boiler Plant and Chiller Plant.

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## 2. Base Scope:

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### Existing Condition:

Clackamas County is expanding their Central Utility Plant (CUP) by adding Boiler Plant and Chiller plant. Clackamas County has purchased the equipment and the bid to install equipment was awarded to Hydro Temp. In the current project there is no Controls Spec or Sequence of Operation to control the new equipment.

Clackamas has asked JCI to provide consultation and project management to write and install a comprehensive sequence of operation for a boiler plant to handle the equipment of the cup expansion will achieve efficient and reliable performance while ensuring safety and compliance with regulatory standards. Continuous Monitoring and automated controls will optimize energy

After Sequence of Operation has been written, it will be submitted to Interface Engineering for them to review and stamp for final approval.

**Includes but not limited to sequence of operation provided by Interface Engineering**

## Scope of work

- Write and implement new Sequence of Operation for the existing Boiler Plant including all new equipment added in scope of work:
  - Hot Water Pump Control
  - Hot Water Bypass Valve
  - Emergency Shutdown
  - Dual Fuel Boilers
- Write and implement new Sequence of Operation for the existing Chiller Plant including all new equipment added in scope of work:
  - Chilled Water Pump Control
  - Chilled Water Bypass Valve Control
  - Satellite Chiller Bypass Valve Control: (Currently not used. Future use only)
  - Emergency Shutdown
  - Condenser Water Pump Control
  - Condenser Water Control
  - Cooling Tower Controls
- Project Management and collaboration with other trades during the project
- Commissioning Support re-commissioning and testing
- Device Verification
- Power Meters to be upgraded from N2 to BACnet.
- Provide new and updated Drawings
- Provide owner training on entire system up to 8hrs.
- Provide as-built documentation and O&Ms
- Updated graphics to include new equipment in scope of work
- Provide Pathway and cable install and terminations for boiler and cooling tower systems

**This Contract is purchased against Sourcewell Contract Number 070121-JHN**

## Clarifications and Exclusions

- **Excludes Fuel Oil System**
- This proposal shall be included within any contract terms and conditions.
- Pricing is current and is valid for 30 days.
- All work to be performed under safe conditions with reasonable access to all systems & work areas.
- All work to be performed during normal business hours (7am – 5pm, Monday – Friday).
- Excludes control or troubleshooting of equipment beyond the defined scope.
- Excludes warranty for existing parts.
- Excludes third party commissioning.
- Excludes temporary heating or cooling.
- Engineering stamp

### 3. Financial Overview

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<b>Cup Expansion Total Investment.....</b>	<b>\$403,061.00</b>
<i>Labor.....</i>	<i>\$181,377.45</i>
<i>Sequence of Operation Engineering.....</i>	<i>\$202,161.88</i>
<i>Material Cost.....</i>	<i>\$19,521.67</i>

**This Contract is purchased against Sourcewell Contract Number 070121-JHN**

This proposal and signed option/s listed below are hereby accepted and Johnson Controls is authorized to proceed with work, subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal and pricing are valid until: 06/30/2024

### 4. Agreement and Signature

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**Clackamas County department  
of Finance**

**Johnson Controls, Inc.**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Alternates:** \_\_\_\_\_

**PO:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This proposal is hereby accepted, and Johnson Controls is authorized to proceed with work, subject however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.**

