



Elizabeth Comfort  
Finance Director

**Department of Finance**

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

May 2, 2024

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

Board of County Commissioners  
Clackamas County

**Approval of a Goods and Services Contract with Johnson Controls for the replacement of the Building Automation System at the Lake Road Health Center. Total contract value is \$399,500. Funding is through Health Centers fund balance. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues April 30, 2024		
<b>Performance Clackamas</b>	Build (maintain) a strong infrastructure. Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Chuck Kerns	<b>Contact Phone</b>	503-780-4864

**EXECUTIVE SUMMARY:** As part of the upgrading of the Lake Road Health Center, 6605 SE Lake Road, Milwaukie OR 97222, we are of need to replace the DOS based BAS system that is currently in the building. This is in order to provide adequate control of the heating and cooling for the county personnel and clients occupying the building.

This request for bid was sourced through the Sourcewell cooperative. The bid was quoted via the Johnson Controls Contract Number 030421-TIS.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this contract for the replacement of the obsolete & outdated BAS system at the Lake Road Health Center.

Respectfully submitted,

*Elizabeth Comfort*

Elizabeth Comfort  
Director Finance

For Filing Use Only



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract # 9158**

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 **June 30, 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 and B** (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 **Three Hundred and Ninety – Nine Thousand Five Hundred dollars** (\$399,500.00), 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 B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 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:
- 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, Exhibit A, and Exhibit B.

**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: Chuck Kerns Phone: 503-780-4864 Email: <a href="mailto:chukker@clackamas.us">chukker@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.
<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.
<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.
<input checked="" type="checkbox"/> <b>Required – Automobile Liability:</b> 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 Contact 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, 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 handling 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

Clackamas County

Matthew Dunn

Digitally signed by Matthew Dunn  
DN: cn=Matthew Dunn, o=Johnson Controls Inc, ou=United States, email=emathew.dunn@jci.com  
Reason: I have reviewed this document  
Location:  
Date: 2024.04.15 11:37:07-09

\_\_\_\_\_  
Authorized Signature Date  
Matthew Dunn 4/15/2024

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

000864-21 FBC/Wisconsin  
Oregon Business Registry #

Approved as to Form:  
**Andrew Naylor**  
Digitally signed by Andrew Naylor  
Date: 2024.04.15 14:33:51 -07'00'  
\_\_\_\_\_  
County Counsel Date

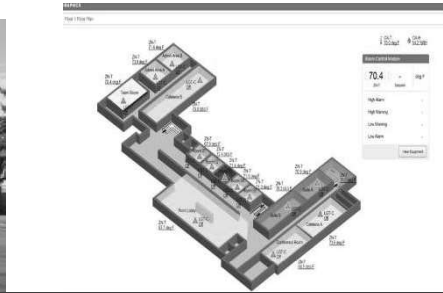


## Exhibit A – Scope

1. Contractor shall upgrade the County's **Lake Road Health Center**, located at 6605 SE Lake Rd., Milwaukie, Or. 97222, to Contractor's current **Johnson Controls BAS (Building Automated system)**, utilizing all associated components, supplies and materials to complete the project, and to perform all necessary work reasonably related to the same, as further described in Exhibit B to the Contract.
2. Contractor is responsible for supplying and installing all qualified and required JCI "M4" series components.
3. Contractor shall ensure the JCI components follow Clackamas County Facilities Management's (CCFM) current HVAC scheduling with the "M4" series domain for all its inputs and outputs.
4. Contractor is responsible for all programming and graphics necessary to complete the upgrade.
5. Contractor is responsible for connecting the Lake Road Health Center completed BAS to the established Metasys virtual server.
6. Contractor is responsible for utilizing current power sources, and providing all low voltage needs for the new system; installing, and terminating all connections.
7. Contractor is responsible for providing and installing all software updates (if applicable at the time of installation), or, when available, as well as technical support.
8. Contractor is responsible for hauling away and removing all construction debris from working areas, including leaving a clean work site.

Exhibit B  
Contractor's Proposal

# Clackamas County Pamplin Metasys Upgrade



November 28, 2023

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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:**  
**Chuck Kerns**  
**Clackamas County Department of Finance**  
1710 Red Soils CT  
Suite 200  
Oregon City, OR 9045  
chuckker@clackams.us

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## Executive Summary.

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Clackamas County has requested Johnson Controls Inc. to demo and replace existing control system for Pamplin building and upgrade to state-of-the-art JCI Metasys Controllers and Metasys User Graphics.

## Base Scope:

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### VAV, FPB and Exhaust Fans

- Demo and replace existing temp stats
- Demo existing Allerton Controllers on each box.
- Demo existing Comm trunk back to a reasonable point at each VAV FPB
- Install new JCI CVM controllers, Network T Stats, and DA-T sensors
- Install new FC Bus, install new T stat cabling (SA Bus)
- Run FC bus IVO of the AHU in preparation for the AHU scope. (1) EF Status only wired to closest VAV or FPB
- Install new controllers on 43 FPB/VAV's on 3 Floors of an empty office building.
- Install (1) Head end panel LAN connection by OGI port and location of LAN by Owner. 120V power if not able reuse existing, new
- Connecting Power/DISCONNECTING to VAV boxes
- Light air balancing on VAV and FPB boxes
- New SNE Panel and engines

### Metasys MUI Graphics

- New Metasys User Interface (MUI) software is included.
- Ability to access Metasys from laptop, tablet, and/or cell phone.
- All new graphics for every system in the database.
- Creation of MUI graphic and UI (Mechanical Drawings required).
- Labor to create space tree configuration.
- Labor to create equipment definitions for the equipment that serves the spaces.
- Labor to map new graphics into the new Metasys User Interface (MUI).
- Add to existing Clackamas Server.

### AHU

- Run BACnet to existing Roof Top Air handler.
- Add Metasys controller panel to control Air Handler.
- Integrate AHU unit to Metasys server.

# Carifications and Exclusions.

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## Inclusions:

- All work to be performed under safe conditions with reasonable access to all systems and work areas
- This proposal shall be included within any contract terms and conditions.
- Low Voltage Electrical Permit as Needed
- As-built prints for communication trunks
- All cable used is approved by individual control contractors including specific
- Communication cable i.e., RS-485 BACnet approved cable

## Assumptions:

- AHU/RTU/MAU have (1) VFD per Supply fan or Return fan unless noted
- Assumes communication trunk and 24v power can be installed using free air cabling
- other the mechanical rooms or electrical room for physical protection unless noted
- All control devices provided by control contractor
- P&ID or provided points list are used as basis for scope
- When Conduit is installed, type is EMT unless noted
- Air-Balancing is based on the assumption all 43 boxes can be completed in one work week.
- 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)

## Exclusions:

- 120volt or other line voltage connections
- Demo scope unless noted
- Seismic bracing or engineering unless noted
- Containment cart or limited access areas unless noted
- Fire stopping or fire caulking
- Work in asbestos areas or abatement
- Wiremold unless noted
- Excludes control or troubleshooting of equipment beyond the defined scope
- Excludes any repair of existing equipment
- Excludes warranty for existing parts
- Excludes third party commissioning
- Excludes temporary heating or cooling

### 3. Financial Overview

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**Metasys Pamplin Building upgrade.....\$ 399,500.00**

- Engine..... qty 1
- Controllers for FPB and VAV.....qty 43
- T-STAT .....qty43
- Panel.....qty1
- Misc of sensors and parts
- Controls programming and internal labor done by JCI
- Electrical
- Labor for MUI Graphics

**This Quote is Per the JCI Source well Contract Number 030421-TIS**  
JCI CCB # is 65320 exp 3/27/2025

**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: 1/06/2024**