



Department of Finance

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

August 4, 2022

Board of County Commissioners
Clackamas County

Approval of Goods and Services Contract with Johnson Controls, Inc. for the Red Soils Campus Heating/Cooling System Preventative Maintenance Services. Total contract value is \$644,679 over 5 years. Funding is through budgeted Contracted Maintenance funds, which includes County General Funds support.

Purpose/ Outcomes	Execution of a contract between Facilities Management, and Johnson Controls, Inc., for the yearly maintenance of the Red Soils Campus heating & cooling water systems.
Dollar Amount and Fiscal Impact	\$119,076 for FY 2022/23 \$127,945 for FY 2023/24 \$126,335 for FY 2024/25 \$137,294 for FY 2025/26 \$134,029 for FY 2026/27 Total contract value is \$644,679.00
Funding Source	Facilities Management Contracted Maintenance Budget 744-150503-43280, paid through allocated costs which includes County General Funds
Duration	Contract through June 30, 2027
Previous Board Action	Previous 5-year contract approval signed by Jim Bernard on 7/27/2017. Issues: 8/2/2022
Strategic Plan Alignment	These services provide essential preventative maintenance of Clackamas County facilities, in order to preserve operational environments, the value of these assets.
Counsel Review	Counsel Date: June 30, 2022 Counsel Initials: AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input type="checkbox"/>
Contact Person	Paul Landaas, Facilities Management, Building Systems Supervisor – 503-557-6420
Contract No.	5505

BACKGROUND:

Facilities Management is tasked with providing safe, clean, well-functioning buildings for the use of our County staff and the public which are served. This contract replaces the existing contract that expires on 06/30/2022. The scope of work has been expanded to include the heating as well and the cooling systems that heat & cool

the Red Soils Campus. The contract is for the preventative maintenance required on all the system that provide the heating and cooling for the Red Soils Campus. This currently includes the PSB, DSB, Silver Oak Sheriffs Facility, and in the future, Beaver Creek Clinic and, if built, the new courthouse.

PROCUREMENT PROCESS:

This process was started on March 3, 2022 with Paul Landaas, Building Systems Supervisor for Facilities Management, sending a preliminary scope of work to Johnson Controls for the purpose of obtaining a bid for the Red Soils Campus Heating/Cooling System Planned Services work. Facilities also reached out to two other firms, Delta Connects and Thurber Mechanical; both decided to decline. The scope was finalized and the revised scope sent to Johnson Controls on April 13, 2022 Johnson Controls proposal was received on May 10, 2022. Paul Landaas then put together the PACS Request package and submitted it to Procurement on May 15, 2022. Procurement posted the Notice of Intent to purchase on June 30, 2022, with a closing date of July 10, 2022. There was no objections.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Facilities Management and Johnson Controls, Inc., for the Red Soils Campus Heating/Cooling System Planned Services.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #5505**

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 Facilities Management for the purposes of providing Annual Maintenance to the central cooling system at the Red Soils Campus.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2027**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

Contractor will perform the work described in **Exhibits “A and B,”** attached hereto and incorporated by this reference herein. 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 the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “B.” Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s representative for this Contract is: Paul Landaas.

III. COMPENSATION

1. PAYMENT. The County agrees to compensate the Contractor monthly installment on a fixed fee basis as detailed in the schedule below:

Year	Total Annual Dollar Amount
Year1	\$119,076.00
Year2	\$127,945.00
Year3	\$126,335.00
Year4	\$137,294.00
Year5	\$134,029.00

Hourly Rates for additional services described in Exhibit B are as follows:

	Regular Time	Overtime (1.5 x Regular)	Doubletime (2 x regular)
Chiller Heavy	\$223.00	\$334.50	\$446.00
Controls	\$232.00	\$348.00	\$464.00
Mechanical	\$207.00	\$310.50	\$414.00
Heavy Mechanical	\$171.00	\$256.50	\$342.00
Light			

The maximum total Contract compensation shall not exceed **Six Hundred Forty-Four Thousand Six Hundred Seventy Nine Dollars (\$644,679.00)**.

2. **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.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly installments and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. 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. Invoices shall be submitted to the County Representative at:
facilitiesmanagement@clackamas.us

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Cassandra Willemstein Phone: 704-942-7123 Email: Cassandra.willemstein@jci.com	Administrator: Paul Landaas Phone: 503-557-6420 Email: paullan@clackamas.us

IV. **CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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 which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) 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.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
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 federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments

promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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.
7. **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.
8. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

9. **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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. 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.

12. 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 II, Section 4. 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. 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.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in

accordance with its terms; and (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the goods and services provided herein to the District, if any, will be delivered in a workmanlike manner and in accordance with the highest professional standards. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this Service Warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 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. SUBCONTRACTS 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 Sections 1, 8, 13, 15, and 26 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 CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be payment for the goods and services delivered and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. 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, research or objects or other tangible things needed to complete the work.
- 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 under 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 County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. 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 material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
29. **DELIVERY.** 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.

30. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. 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.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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.

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
Milwaukie, OR 97222

Clackamas County



Authorized Signature

6/29/22
Date


Chair Date

Tim Robertson / Area Service Manager
Name / Title (Printed) Recording Secretary

000864-21
Oregon Business Registry #

APPROVED AS TO FORM

FBC/Wisconsin
Entity Type / State of Formation



County Counsel 06/30/2022

EXHIBIT A SCOPE OF WORK

Selected Planned Service Contract

- Selected Planned Services Option. The County has selected the Planned Service Proposal, estimate No: 1-1EIHWO1C – Planned Services shall be provided by Johnson Controls, Inc. (“JCI”), further described and detailed in Attachment “B” hereby attached and included by reference.
- Contract Term. The Planned Services Contract shall be a five (5) year term contract starting 07/01/2022 and ending 06/30/2027, that shall be annually renewable.
- Contract Scope. A full list of all contracted services that shall be provided by JCI is included in Attachment “B”, including:
 - 1) Equipment List
 - 2) Equipment Tasking
 - 3) Equipment Tasking Schedule to allow the County to know exactly how often required preventive maintenance actions are performed, i.e., monthly, quarterly, semi-annual, annual, etc
 - 4) Services, Labor, Materials and Travel Costs shall be specifically stated and clearly identify what is exactly contained within the contract and those services, labor, materials and travel costs that are NOT contained in the proposed contract
 - 5) Special Additions and Exception showing additional controls equipment and general exclusions.

EXHIBIT B
CONTRACTOR'S PROPOSAL

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Johnson Controls planned service proposal

Customer
CLACKAMAS COUNTY RED SOILS
CAMPUS

Local Johnson Controls Office
4011 SE INTERNATIONAL WAY STE 605
MILWAUKIE, OR 97222-8826

Agreement Start Date:
07/01/2022

Proposal Date
05/10/2022

Estimate No:
1-1EIHWO1C



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CLACKAMAS COUNTY RED SOILS CAMPUS

Dear Clackamas County,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 07/01/2022 and ending 06/30/2027.
- The agreement price for first year is \$119,076.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Cassandra Willemstein
Account Executive
(704) 942-7123

The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Connected Services

Connected Services provides your local technician a 24/7 line of sight into your chiller via smartphone, PC or tablet. Using YORK® and Metasys® technology, we securely connect your chiller to our Remote Operations Center, which monitors critical alarms and alerts your local branch if there's an issue. Trend data is safely stored and securely accessed by your local technician to analyze tough issues or deteriorating conditions. This enhancement gives your local Johnson Controls service team access to the information they need to diagnose problems and provide you with information about the health of your chiller.

Gantry Setup

Gantries are sometimes required to safely remove water boxes from chillers prior to tube inspection/cleaning. Our technicians take these safety practices seriously and personally.

Metasys Software Subscription

We will provide the most recent software release allowed by the hardware and operating systems of your existing computers and servers for the number of years specified. Labor to install the updates is available as an additional option. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.

- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis - Chiller

Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : CLACKAMAS COUNTY RED SOILS CAMPUS
Address: 150 BEAVERCREEK RD OREGON CITY,OR 97045-4302
Proposal Date: 05/10/2022
Estimate #: 1-1EIHWO1C

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 07/01/2022 and will continue until 06/30/2027 ("Original Term"). The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**Current cost of R-134A is \$25 per pound but subject to pricing and availability and therefore subject to change at any time

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$119,076.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. PAYMENT TERMS OF NET 30. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CLACKAMAS COUNTY
1710 RED SOILS CT
STE 200
OREGON CITY,OR 97045

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: facilitiesmanagement@clackamas.us

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS
Inc.

By: Matthew Dunn

By:

Signature:

Signature:

Title: Service Manager

Date:

Title:

Date:

Signature: *Tim Robertson* / Tim Robertson

Customer PO#:

Title: Area Service Manager Date: 6/29/22

JCI Branch: JOHNSON CONTROLS PORTLAND MEDFORD OR CB - 0N58
Address: 4011 SE INTERNATIONAL WAY STE 605

MILWAUKIE, OR 97222-8826

Branch Phone: (866) 635-1302

Branch Email:

Schedule A - Equipment List

CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING	150 BEAVERCREEK RD OREGON CITY, OR 97045-4302
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Product: Computer Room Unit, with Chilled Water Supply, 13-25 Tons

Quantity: 2	Coverage Level: Basic	Services Provided	
		3 Operational	1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CRAC-1	Liebert	UH200C-AAE1S140	869140-002
CRAC-2	Liebert	UH200C-AAE1S140	869140-001

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 2	Coverage Level: Basic	Services Provided	
		3 Operational	1 Condenser Coil Cleaning (with louvers)
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
DC-1	Liebert	DDNT260A	0728C01244
DC-2	Liebert	DDNT260A	0728C01245

Product: Pump, Variable Frequency Drive (VFD), 15-30 HP

Quantity: 6	Coverage Level: Basic	Services Provided	
		3 Operational	1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
DSB CHWP-1	Bell & Gossett	802X9.58	PV2866K01
DSB CHWP-2	Bell & Gossett	802X9.58	PV2866K01
DSB CWB-2	Bell & Gossett	2000318EP309172	C043826-01-F70
DSB CWP-1	Bell & Gossett	2000318EP309172	C04826-OFF70
DSB DCP-1	Bell & Gossett	2000318EP309172	1UTOICGNXH005040
DSB DCP-2	Bell & Gossett	2000318EP309172	1UTOICGNXH 005040

Product: Chiller, Water Cooled, Scroll, <80 Tons

Quantity: 2	Coverage Level: Basic	Services Provided	
		3 Operational	1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
HRC Chiller 1	Multistack	MS30CHH1W-V	JG-90-145
HRC Chiller 2	Multistack	MS30CHH1W-V	JG-90-146

CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING	150 BEAVERCREEK RD OREGON CITY, OR 97045-4302
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Product: Heat Exchanger-All

Quantity: 1

Coverage Level: Basic

Services Provided

1 Comprehensive

Customer Tag

Heat exchanger

Manufacturer

JCI_YORK

Model #

Serial #

1-02TODHG

Product: Boiler, Gas-Fired, High Efficiency, 0-10 HP

Quantity: 1

Coverage Level: Basic

Services Provided

1 Operational
 1 Combustion Analysis
 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

CLACKAMAS COUNTY CUP	1710 RED SOILS CT, OREGON CITY, OR 97045-4300
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Product: Pump, Variable Frequency Drive (VFD), 15-30 HP

Quantity: 4
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CUP CHWP-1	Bell & Gossett	5G 13.25BF	PV762-1
CUP CHWP-2	Bell & Gossett	5G 13.25BF	PV762-2
CUP CWP-1	Bell & Gossett	10X12X13.5	PV764-1
CUP CWP-2	Bell & Gossett	10X12X13.5	PV764-2

Product: Cooling Tower, Evaporative Condenser, 300-599 Tons

Quantity: 3
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Tower Cleaning
 1 Seasonal Start-up
 1 Seasonal Shut-down
 1 Comprehensive
 1 Vibration Analysis (Fan)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CUP CT-1	Evapco Company	AT39942	7312361
CUP CT-2	Evapco Company	AT39942	731236 1
CUP CT-3	Evapco Company	AT39942	7 312361

Enhanced Tier

Product: Chiller, Water Cooled, High Pressure Centrifugal, 800-1099 Tons

Quantity: 1
 Coverage Level: Basic
 Anticipated Connected Date: 07/01/2022

Services Provided
 2 Operational (Connected)
 4 Operational (Connected - Remote)
 1 Connected Service Technology and Support (Required for Connected Services)
 1 Comprehensive (Connected)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CUP Chiller	JCI_YORK	YKHFBJ2-CYFS	SLSM699050

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, Tools

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 System Configuration Tool Software (New site)
 3 Metasys Field Controller Package for use with CCT

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controls Software, Supervisory/Server/UI, Johnson			

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

CLACKAMAS COUNTY CUP	1710 RED SOILS CT, OREGON CITY, OR 97045-4300
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Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Quantity: 1	Services Provided 12 Operational		
Coverage Level: Basic			
Year to Be Activated: Year 1			
Customer Tag Monthly Controls Visit	Manufacturer JCI_YORK	Model #	Serial # 1-ONOZNM

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Quantity: 16	Services Provided 12 Operational		
Coverage Level: Basic			
Customer Tag NAEs	Manufacturer JCI_YORK	Model #	Serial # 1-O2TC00X

Product: Chiller, Refrigerant Monitors

Quantity: 1	Services Provided 2 Comprehensive		
Coverage Level: Basic			
Year to Be Activated: Year 1			
Customer Tag Refrigerant Monitor	Manufacturer MSA	Model # ARTD11SF10D	Serial # C

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

Quantity: 1	Services Provided 1 ADX 25-User Site Dir Software Subscription 1-year - Subscription Only		
Coverage Level: Basic			
Customer Tag Software SCS	Manufacturer JCI_YORK	Model #	Serial # 1-O2TC0SP

Enhanced Tier

Product: Connected Services Internet Connectivity

Quantity: 1	Services Provided 1 Cellular Data Service - US		
Coverage Level: Basic			
Anticipated Connected Date: 07/01/2022			
Customer Tag	Manufacturer	Model #	Serial #

CLACKAMAS COUNTY CUP	1710 RED SOILS CT, OREGON CITY, OR 97045-4300
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Product: Boiler, Gas-Fired, Water Tube, 151-300 HP

Quantity: 2

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Combustion Analysis
- 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Enhanced Tier

Product: Chiller, Water Cooled, High Pressure Centrifugal, 800-1099 Tons

Quantity: 1

Coverage Level: Basic

Year to Be Activated: Year 4

Year to Be Inactivated: Year 5

Services Provided

- 1 Condenser Tube Brushing
(removal and replacement of
one head only)

Customer Tag

Manufacturer

Model #

Serial #

Product: Contractor - Eddy Current

Quantity: 1

Coverage Level: Basic

Year to Be Activated: Year 4

Year to Be Inactivated: Year 5

Services Provided

- 1 Contractor - Eddy Current

Customer Tag

Manufacturer

Model #

Serial #

Product: ROC Monitoring Services - HVAC & BAS

Quantity: 1

Coverage Level: Basic

Services Provided

- 43 ROC - Level I Operations (# of
Points)

Customer Tag

Manufacturer

Model #

Serial #

CLACKAMAS COUNTY PUBLIC SERVICE BLDG	2051 KAEN RD OREGON CITY, OR 97045-4035
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Product: Pump, Variable Frequency Drive (VFD), 15-30 HP

Quantity: 4
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
PSB CHWP-1	Bell & Gossett	GE-3	310740
PSB CHWP-2	Bell & Gossett	GE-3	299659
PSB CWP-1	Bell & Gossett	GE-3	310203
PSB CWP-2	Bell & Gossett	GE-3	310210

Product: Cooling Tower, Evaporative Condenser, 300-599 Tons

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Tower Cleaning
 1 Comprehensive
 1 Seasonal Start-up
 1 Seasonal Shut-down
 1 Vibration Analysis (Fan)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
PSB CT-1	Evapco Company	76-250T	WO37727

Enhanced Tier

Product: Chiller, Water Cooled, High Pressure Centrifugal, 250-449 Tons

Quantity: 1
 Coverage Level: Basic
 Anticipated Connected Date: 07/01/2022

Services Provided
 1 Oil Sample and Analysis
 4 Operational (Connected - Remote)
 2 Operational (Connected)
 1 Comprehensive (Connected)
 1 Condenser Tube Brushing (removal and replacement of one head only)
 1 Connected Service Technology and Support (Required for Connected Services)
 1 Gantry Setup (preparation for water box head removal)
 1 Vibration Analysis

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
PSB Chiller 1	JCI_YORK	YKABBP1-CHF	SNMM156750

Product: Chiller, Refrigerant Monitors

Quantity: 1
 Coverage Level: Basic
 Year to Be Activated: Year 1

Services Provided
 2 Comprehensive

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

CLACKAMAS COUNTY PUBLIC SERVICE BLDG	2051 KAEN RD OREGON CITY, OR 97045-4035
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<u>Customer Tag</u> PSB Refrigerant Monitor	<u>Manufacturer</u> Kele	<u>Model #</u>	<u>Serial #</u> RLD-134A
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Enhanced Tier

Product: Connected Services Internet Connectivity

Quantity: 1	Services Provided
Coverage Level: Basic	1 Cellular Data Service - US
Anticipated Connected Date: 07/01/2022	

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Enhanced Tier

Product: Boiler, Gas-Fired, Water Tube, 151-300 HP

Quantity: 2	Services Provided
Coverage Level: Basic	1 Operational
	1 Combustion Analysis
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Enhanced Tier

Product: Chiller, Water Cooled, High Pressure Centrifugal, 250-449 Tons

Quantity: 1	Services Provided
Coverage Level: Basic	1 Condenser Tube Brushing
Year to Be Activated: Year 2	(removal and replacement of
Year to Be Inactivated: Year 3	one head only)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Enhanced Tier

Product: Contractor - Eddy Current

Quantity: 1	Services Provided
Coverage Level: Basic	1 Contractor - Eddy Current
Year to Be Activated: Year 2	
Year to Be Inactivated: Year 3	

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Equipment tasking

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Combustion Analysis	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesPerform combustion analysis proceduresDocument tasks performed during visit and report any observations to appropriate customer representative
Operational	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesBlow down boilerInspect condensate piping , trap and drainCheck for proper operation of low and high gas pressure cut-out switchesCheck factory supplied gas piping and components for leakageCheck burner for proper sequence of operationCheck flame qualityVisually inspect combustion chamber, draft diverter and flue for accumulation of sootCheck boiler relief valves for leakageVerify proper operation of low water cut-out controlCheck combustion blower motor operationCheck hot water/steam temperature and pressureCheck proper operation of make-up water valvCheck overall condition of unitDocument tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesInspect burner contactors for wearCheck and tighten electrical connectionsCheck for proper gas supply pressureCheck and clean pilot assemblyClean combustion fan wheelVisually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as neededCheck burner for proper sequence of operationCheck operating controlsCheck all safety controlsInspect condensate piping , trap and drainLift relief valve to ensure proper operationCheck boiler relief valves for leakageCheck combustion blower motor operation and lubricate as neededCheck factory supplied gas piping and components for leakageDrain boiler, open hand hole covers and clean as needed (if applicable)Disassemble and clean low water cut-outFill boiler and check for proper operation of make-up water valveVerify proper operation of low water cut-out controlCheck overall condition of unitRecord and log all operating parameters (including pressures and temperatures)Remove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to

Boiler, Gas-Fired, Water Tube, 151-300 HP

Combustion Analysis	<p>All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational	<p>All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Blow down boiler Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valve Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative</p>
Comprehensive	<p>All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative</p>

Chiller, Refrigerant Monitors

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check sampling ports lines for blockage and replace inlet filters if needed
- Perform calibration per manufacturer's recommendation
- Test for proper operation and assure alarms are functioning
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, High Pressure Centrifugal, 250-449 Tons

Connected Service Technology and Support (Required for Connected Services)

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports
- Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Gantry Setup (preparation for water box head removal)

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Obtain proper equipment
- Delivery to job site or return to branch
- Setup or knock down equipment
- Notify appropriate personnel if repairs are needed
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Connected - Remote)

- All work must be performed in accordance with Johnson Controls safety policies
- Use Connected Services to review control panel for proper operation and recorded fault histories
- Use Connected Services to verify oil heater operation
- Use Connected Services to record and log all operating parameters
- Generate and review appropriate chiller reports from the Connected Services dashboard
- Document tasks performed and report any observations to appropriate customer representative
- Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Operational (Connected)

- All work must be performed in accordance with Johnson Controls safety policies
- Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
- Prior to on-site visit, use Connected Services to verify oil heater operation
- Prior to on-site visit, use Connected Services to record and log all operating parameters
- Prior to on-site visit, generate and review appropriate chiller reports from the

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

- Connected Services dashboard
- Check with appropriate customer representative for operational deficiencies
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels
- Check compressor oil level(s)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative
- Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Vibration Analysis

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Record equipment specific information for reference
- Install pads and labels (if applicable)
- Install sensors in proper location.
- Start equipment and run at normal operating conditions.
- Record readings and remove sensors.
- Submit readings for report generation and deliver to customer with recommendations.
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive (Connected)

All work must be performed in accordance with Johnson Controls safety policies

- Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
- Prior to on-site visit, use Connected Services to verify oil heater operation
- Prior to on-site visit, use Connected Services to record and log all operating parameters
- Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
- Check with appropriate customer representative for operational deficiencies
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative
- Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Condenser Tube

All work must be performed in accordance with Johnson Controls safety

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Brushing (removal and replacement of one head only) policies
Check with appropriate customer representative for operational deficiencies
Isolate tubes
Drain water from tubes
Remove head
Mechanically brush tubes
Replace gasket
Replace head
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Oil Sample and Analysis
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Remove sample in approved container
Drop off for analysis
Label and complete paperwork indicating present operating conditions
Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, High Pressure Centrifugal, 800-1099 Tons

Connected Service Technology and Support (Required for Connected Services)
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports
Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Connected - Remote)
All work must be performed in accordance with Johnson Controls safety policies
Use Connected Services to review control panel for proper operation and recorded fault histories
Use Connected Services to verify oil heater operation
Use Connected Services to record and log all operating parameters
Generate and review appropriate chiller reports from the Connected Services dashboard
Document tasks performed and report any observations to appropriate customer representative
Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Operational (Connected)
All work must be performed in accordance with Johnson Controls safety policies
Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
Prior to on-site visit, use Connected Services to verify oil heater operation
Prior to on-site visit, use Connected Services to record and log all operating parameters
Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
Check with appropriate customer representative for operational deficiencies
Check for proper condenser and chilled water flow

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

- Check system pressures and temperatures
- Check refrigerant levels
- Check compressor oil level(s)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative
- Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Comprehensive
(Connected)

All work must be performed in accordance with Johnson Controls safety policies

- Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
- Prior to on-site visit, use Connected Services to verify oil heater operation
- Prior to on-site visit, use Connected Services to record and log all operating parameters
- Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
- Check with appropriate customer representative for operational deficiencies
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative
- Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Condenser Tube
Brushing (removal and
replacement of one
head only)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, Scroll, <80 Tons

Oil Sample and

All work must be performed in accordance with Johnson Controls safety

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Analysis	<ul style="list-style-type: none">policiesCheck with appropriate customer representative for operational deficienciesRemove sample in approved containerDrop off for analysisLabel and complete paperwork indicating present operating conditionsDocument tasks performed during visit and report any observations to appropriate customer representative
Operational	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesReview control panel for proper operation and recorded fault historiesCheck for proper condenser and chilled water flowCheck system pressures and temperaturesCheck refrigerant charge (sight glass)Check for visual signs of refrigerant/oil leak(s)Check for unusual noise and vibrationCheck overall condition of unitRecord and log all operating parametersDocument tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesReview control panel for proper operation and recorded fault historiesConduct refrigerant leak checkCheck for proper crank case heater operation (if applicable)Perform lock-out and tag-out procedureInspect contactors for wearCheck and tighten electrical connectionsPerform preventative procedures to flow proving devicesCheck for unusual noise and vibrationCheck overall condition of unitRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative

Computer Room Unit, with Chilled Water Supply, 13-25 Tons

Operational	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesReview control panel for proper operation and recorded fault historiesCheck for proper humidifier operationCheck humidifier pan for signs of debrisCheck water make-up valve for leaksCheck blower motor operationCheck condition of pulley and beltsVisually check for glycol or water leaksCheck condition of evaporator coilCheck condition of filtersCheck condensate drainVisually inspect electrical components for signs of over heatingCheck for unusual noise and vibrationCheck overall condition of unitDocument tasks performed during visit and report any observations to appropriate customer representative
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Johnson Controls **Planned Service Proposal**
Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Comprehensive All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for proper humidifier operation
Check humidifier pan for signs of debris
Clean humidifier pan (if applicable)
Replace humidifier canister or quartz bulbs (customer provided)
Lubricate blower and motor bearings
Check and tighten electrical connections
Check contactor(s)
Check operating controls
Check water make-up valve for leaks
Check blower motor operation
Check condition and alignment of pulley and belts
Check condition of evaporator coil
Check condition of filters
Clean condensate pan and clear drain line
Check operation of reheat function
Visually check for glycol or water leaks
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Condenser Coil All work must be performed in accordance with Johnson Controls safety policies
Cleaning (with louvers) Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check refrigerant charge (sight glass)
Check for proper crank case heater operation (if applicable)
Check for visual signs of refrigerant/oil leak(s)
Check for proper condenser fan operation
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Check for proper crank case heater operation (if applicable)

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Connected Services Internet Connectivity

Cellular Data Service -
US

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Provide reliable and cost effective secure data connection between equipment and Remote Operations Center
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
- Execute Performance Verification to identify abnormal supervisory device communications.
- Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
- Back up all supervisory controllers and OWS/server devices
- Archive object database for Metasys system
- Ensure security database is consistent across devices and that default passwords have been changed
- Back up all server repository databases (e.g. trends, alarms, etc.)
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
- Execute Performance Verification to identify abnormal supervisory device communications.
- Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
- Back up all supervisory controllers and OWS/server devices
- Archive object database for Metasys system
- Ensure security database is consistent across devices and that default passwords have been changed

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

ADX 25-User Site Dir Software Subscription
1-year - Subscription Only

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Upgrade ADX software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, Tools

Metasys Field Controller Package for use with CCT

All work must be performed in accordance with Johnson Controls safety policies

System Configuration Tool Software (New site)

All work must be performed in accordance with Johnson Controls safety policies

Cooling Tower, Evaporative Condenser, 300-599 Tons

Vibration Analysis (Fan)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Record equipment specific information for reference
Install pads and labels (if applicable)
Install sensors in proper location.
Start equipment and run at normal operating conditions.
Record readings and remove sensors.
Submit readings for report generation and deliver to customer with recommendations.
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative to coordinate the startup of the system
Install belts on drive and adjust tension (if applicable)
Close drain valve
Open make up water supply valve and fill evaporative condenser
Check for proper operation of make up water controller and adjust as needed
Remove shutdown tag from unit
Start pump and assure proper flow through evaporative condenser
Check for blockage in water distributors
Start tower fan(s) to check operation
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

- Check with appropriate customer representative for operational deficiencies
- Check condition of sump and basin
- Check for proper operation of make up water controller and adjust as needed
- Disassemble and clean sump level sensor (if applicable)
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check for spray nozzle blockage
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for proper sump pump operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check condition of sump and basin
- Check for proper operation of make up water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of heat transfer section
- Check for spray nozzle blockage
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for proper sump pump operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Shut-down

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Assure fan(s) are disabled
- Close make up water supply valve
- Drain evaporative condenser
- Remove belts from drive (if applicable)
- Paint drive sheaves (if applicable)
- Remove drain plug from sump pump (if applicable)
- Check operation of heat trace on make up water lines (if applicable)
- Tag cooling tower out of service
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain tower and basin
- Remove soot and debris
- Clean basin
- Fill tower and basin

Johnson Controls **Planned Service Proposal**

Prepared for CLACKAMAS COUNTY DEVELOPMENT SERVICES BUILDING

Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Heat Exchanger-All

Comprehensive

- Check with appropriate customer representative for operational deficiencies
- Check operating and safety controls, adjust as needed
- Inspect for system leaks
- Inspect structural elements and mounting points for vibration, corrosion, damage and secureness (Document any problems and corrections)
- Check for fouling
- Confirm system flow
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Variable Frequency Drive (VFD), 15-30 HP

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check for heat damage
- Review event log (if applicable)
- Ramp drive up and down, and check for proper operation (if possible)
- Check condition of air filter and clean or replace as needed
- Verify proper operation of cooling fans and clean as needed
- Check for unusual noise or vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check drive for proper operation
- Review event log (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

ROC Monitoring Services - HVAC & BAS

ROC - Level I
Operations (# of Points)

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$119,076.00	Monthly
Year2	\$127,945.00	Monthly
Year3	\$126,335.00	Monthly
Year4	\$137,294.00	Monthly
Year5	\$134,029.00	Monthly

Hourly Rates based on current street rates for JCI Portland as of 5/10/22, subject to change

Clackamas County Hourly Rates	Regular Time	Overtime (1.5 x Regular)	Doubletime (2 x regular)
Chiller Heavy	\$223.00	\$334.50	\$446.00
Controls	\$232.00	\$348.00	\$464.00
Mechanical Heavy	\$207.00	\$310.50	\$414.00
Mechanical Light	\$171.00	\$256.50	\$342.00

Special Additions and Exceptions

Additional controls equipment included is as follows:

CUP – Chill Water & Condenser

- (1) MS-NAE4510-2
- (2) DX9100
- (2) XT9100
- (1) XP9104
- (1) XP9102

DSB – CRAC Chiller & Lieberts

- (1) MS-NAE5510-1
- (1) DX9100
- (2) XT9100
- (1) XP9104
- (1) XP9103
- (1) XP9102
- (1) AS-UNT141-1
- (1) AS-UNT1144-0

PSB – Chill Water & Condenser

- (1) MS-NAE5510-1
- (1) DX9100
- (1) XT9100
- (1) XP9102
- (1) XP9104

General Exclusions

Tube brushing of evaporator barrel
Maintaining pipe
Cooling Tower fill media
Any work associated w/ Hot water loop
Any work in the utilidor
Any electrical work or testing
Work performed on Overtime & Holiday hours

**TERMS AND CONDITIONS
DEFINITIONS (REV 11/21)**

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed

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and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed by amendment, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. If the parties agree to the amendment to renew this Agreement, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services

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JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below. Customer's obligations hereunder are subject to the limits set forth in the Oregon Tort Claims Act and the Oregon Constitution.

Reserved.

Reserved.

Reserved.

I. TERM AND TERMINATION

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2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable.

J. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

K. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

L. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in

the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

M. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of Customer data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

N. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. **Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof.** Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

O. Privacy.

- 1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.
- 2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

P. MISCELLANEOUS PROVISIONS

1. .

- 2.** This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement, together with the Contract to which it is attached, is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to negotiation, on terms acceptable to both parties, an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement or, if negotiations are unsuccessful, terminate this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.
4. **False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system

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has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by

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governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly

excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____