

# RICHLAND COUNTY

Public Works Standing Committee | AMENDED AGENDA

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September 11, 2023

## NOTICE OF MEETING

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Please be advised that the Richland County Public Works Standing Committee will convene at **4:00 p.m., Thursday, September 14, 2023** in the Richland County Board Room, 181 W. Seminary Street.

- **WebEx Videoconference, WebEx Teleconference, or Join by Phone** meeting access and all meeting materials at: <https://administrator.co.richland.wi.us/minutes/public-works/>

Meeting access trouble, contact the following:

- MIS Director **Barbara Scott** | [608]649-5922 | [barbara.scott@co.richland.wi.us](mailto:barbara.scott@co.richland.wi.us)
- Committee Chair **Steve Williamson** | [608]574-5520 | [steve.williamson@co.richland.wi.us](mailto:steve.williamson@co.richland.wi.us)

## AMENDED AGENDA

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1. Call to Order
2. Roll Call
3. Proof of Notification
4. Agenda Approval
5. Approve Previous Meeting Minutes
6. Public Comment
7. *Administration* | Reports:
  - a. Property Management Report
    - i. Courthouse | Bat Eradication
8. *Administration* | Discussion and Possible Action on:
  - a. Courthouse | Utilization of Grounds Request-Pumpkin Fest
9. *Highway* | Reports:
  - a. Administrative Report
  - b. Monthly Paid Bills
10. *Highway* | Discussion and Possible Action on:
  - a. **Equipment | Possible Purchase(s)**
11. *MIS* | Reports:
  - a. Administrative Report
12. *MIS* | Discussion and Possible Action on:
  - a. Fire Protection System | Johnson Controls
13. Future Agenda Items
14. Adjournment

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Items in **Bold** have been Added and/or Modified | Items with a ~~Strike~~ have been Removed

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Public Works Standing Committee.

CC: ✓ Committee Members ✓ County Board ✓ Department Heads ✓ Richland Observer ✓ WRCO ✓ Valley Sentinel ✓ Courthouse Bulletin Board

# RICHLAND COUNTY

Public Works Standing Committee | AGENDA

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# Richland County

## Public Works Standing Committee | Meeting Minutes

August 22, 2023

The Richland County Public Works Standing Committee met on Thursday, August 10, 2023, in the Richland County Board Room, at 181 W. Seminary St., Richland Center, WI 53581.

### 1. Call to Order

Committee Chair Williamson called the meeting to order at 4:00 p.m.

### 2. Roll Call:

	Present	Absent		Present	Absent		Present	Absent
Josh Elder	✓	<input type="checkbox"/>	Daniel McGuire	<input type="checkbox"/>	✓	Marc Couey	✓	<input type="checkbox"/>
Lisa Mueller	✓	<input type="checkbox"/>	Steve Carrow	✓	<input type="checkbox"/>	Julie Flemming	✓	<input type="checkbox"/>
Randy Nelson	✓	<input type="checkbox"/>	Richard McKee	✓	<input type="checkbox"/>	Jon Hochkammer	✓	<input type="checkbox"/>
Barb Scott	✓	<input type="checkbox"/>	Gary Manning	✓	<input type="checkbox"/>	Candace Pesch	✓	<input type="checkbox"/>
Jason Marshall	✓	<input type="checkbox"/>	Chad Cosgrove	<input type="checkbox"/>	✓	Jeffrey Even	<input type="checkbox"/>	✓
John Couey	<input type="checkbox"/>	✓	Steve Williamson	✓	<input type="checkbox"/>	Michael Windle	<input type="checkbox"/>	✓

### 3. Proof of Notification

Committee Chair Williamson verified with Commissioner Elder that the meeting had been properly noticed.

### 4. Agenda Approval

Motion: Moved by Supervisor Couey, seconded by Supervisor Manning to approve the fourteen-point agenda. All voting aye, motion carried.

### 5. Previous Meeting Minutes

Motion: Moved by Supervisor Carrow, seconded by Supervisor Manning to approve and accept the previous meeting minutes as presented. All voting aye, motion carried.

### 6. Public Comment

Discussion: No Public Comment

### 7. Administration | Reports:

#### a. Property Management Report

##### i. East Hall Survey

Discussion: The whole property is going to need surveyed with the estimated cost of a certified survey at \$2,800. Current agreement in place with the Richland School District. School District is making \$3,000 monthly payments until making the balloon payment. After balloon payment ownership will then be the School Districts.

##### ii. Trees on Campus Location

Discussion: Attorney Windle will be writing up a contract for the trees that need removed from the campus location.

### 8. Administration | Discussion and Possible Action on:

#### a. Dedication | Bench -Courthouse

Discussion: About 2 years prior, trees were removed from the Courthouse grounds. The removed wood was then turned into benches that have been donated back to the Courthouse. Placing benches on the East side of the Courthouse is in progress and the dedication will take place at the end of August.

### 9. Highway | Report[s]:

#### a. Administrative Report

Discussion: Highway Department is in full construction mode with sealcoating completed and moving onto County roads W, JJ & OO projects.

##### i. Purchase | Plow Truck(s) -Update

Discussion: Here are updates on the trucks that we had accepted bids for in both 2022 and 2023. Currently still waiting on the truck from 2022. Have received 1 of 2 trucks from 2023 with the second one due to be at the shop by the end of the month.

# Richland County

## Public Works Standing Committee | Meeting Minutes

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### ii. 2024 Budget | Summary

Discussion: The 2024 Highway Budget was previously presented and discussed with Administrator Pesch, Administrator Hochkammer, and County Clerk Kalish. Also, a brief 2024 Budget Summary was presented to the Public Works Committee.

### b. Highway Monthly Paid Bills

Motion: Moved by Supervisor Couey, seconded by Supervisor Manning to approve and accept the total of \$791,634.95 for the monthly paid bills for the Highway Department.

All voting aye, motion carried.

### 10. Highway | Discussion and Possible Action on:

#### a. Project | County Highway O – Real Estate

Discussion: Timeline is short for the purchasing of real estate for the County Highway O project. Looking at a 4-month window before deadline. A real estate blitz is to occur within the next month and is done to make offers for all right-of-way project needs.

### 11. MIS | Reports:

#### a. 2024 Budget | MIS/Tech Fund Summary

Discussion: The 2024 MIS/Tech Fund budget summary was presented to the Public Works Committee.

Everything on the budget matched the prior year except for the inclusion of a 5% wage increase as well as the reclassification of MIS Director.

#### b. Project | Radio Tower Report

Discussion: Project is moving forward with possible construction to start in February.

### 12. MIS | Discussion and Possible Action on:

#### a. Purchase | Buffalo TeraStation

Discussion: The continued growth and use of technology in the County means there is a need for more storage of mass amounts of data.

Motion: Moved by Supervisor Couey, seconded by Supervisor Flemming to purchase two TeraStations with enhanced warranty and redundant power supply for the total of \$28,520.72.

All voting aye, motion carried.

#### b. Fire Protection System

Discussion: Looking to update the fire alarm system at the courthouse. Updating the system includes wiring and upgrading the control panels, speakers and strobes.

Motion: Moved by Supervisor Couey, seconded by Supervisor Manning to approve the wiring bid to Wallace Electric for \$2,040.00 while researching the bid/cost for the speakers, strobes and control panels.

All voting aye, motion carried.

### 13. Closing - Future Agenda Items

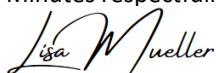
➤ None

**Adjournment** – The next regular Public Works Committee meeting is set for **Thursday, September 14, 2023 at 4:00 pm.**

Motion: Moved by Supervisor Manning, seconded by Supervisor Couey to adjourn the meeting at 5:00 p.m.

All voting aye, motion carried.

Minutes respectfully submitted by,



Lisa Mueller

Bookkeeper, Highway Department





DE KALB COUNTY COUR HOUSE



DEKALB COUNTY  
TO THE MEMORY OF THE MEN WHO  
FOUGHT TO PRESERVE THE UNION THAT  
THE BASTION SHALL STAND AND HAVE A  
NEW BIRTH OF FREEDOM AND THAT  
GOVERNMENT OF THE PEOPLE BY THE  
PEOPLE SHALL FOR THE 4th TIME SHALL  
NOT PERISH FROM THE 1st 1878



25 & UNDER

Wish Upon A Star  
LEVEN  
by ORION  
HUNTER

CHARBU  
BU  
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Dear Candace, county board members and the oversight committee:

Richland Center enthusiasts wish to get a community project going here in this town called Pumpkin Festival. It would be an annual event. Always being the last FULL weekend in October.

This year's dates would be: October 25-29.

The idea of this pumpkin festival would be to bring the community together, generate income for any nonprofit organizations that wish to participate, promote family togetherness, including all schools in the surrounding areas and businesses and organizations.

I see this event growing each year and becoming a real homecoming celebration.

My name is Suzanne Anderson and I work at WP dental. It was my wish to somehow bring the children together and families and promoting a wonderful fall celebration.

Myself, along with many of my coworkers, Sheila Troxel, Derek Kalish, Marty Richards, Christy from Christy's sunny side, Tony Johnson, Mick Cosgrove, Brent Parker, and Kate from the chamber, have met and brainstormed about this important community event.

This is where the courthouse comes in.

The festival would like to secure the courthouse lawn for the community pumpkin displays. No entry fees.

Everyone would bring their pumpkin to the courthouse lawn on Wednesday night October 25th starting at 5 pm and concluding at 7 pm. there will be a casual opening ceremony with hot dog give away with a cupcake for each entry. Given out on the lawn.

WP dental staff and committee members listed above would facilitate the placing of the pumpkins in the lawn.

There will be categories like happy and fancy, weird scary and ugly, carved, scarecrow, tv, current events nursery rhymes or the theme ( a new one each year) 2023 theme is....Walk the plank pumpkins! The idea is to give the school children the chance to name the festival every year!

We are asking for a fence of sorts like a snow fence to be temporarily installed for this 5-day event. The folks in the community you could walk around and view all the pumpkins from behind the fence. No one ever would be allowed on the grass. Just walking on the sidewalk around the display, outside of the fence. I did provide a picture to Candace like we are asking for.

We are asking the county board and oversight committee to give your blessing for this project which would happen each and every year on the last full weekend in October.

If the courthouse has outside lights, we are asking they be left on or if there are some temporary lights on stands that could be left on for the duration.

This event has been a staple in Sycamore, Illinois for 63 years and if you want more insight to this festival, please visit the Facebook page of Sycamore pumpkin festival or sycamore Lions club.

There is a HUGE opportunity for revenue and more importantly, have a fun, fall festival for everyone to enjoy!

Thank you for your consideration in this endeavor.

As far as clean up goes. The Fire department is willing to get all pumpkins off lawn by Monday am. Following the festival. That would be October 30.

The county would have to place and takedown the fencing.

Looking forward to hearing from you soon!

Suzanne Anderson

Sent from my iPhone  
Suzanne Anderson

**JOSH ELDER**  
 Highway Commissioner  
 Phone: [608]604-7624  
[josh.elder@co.richland.wi.us](mailto:josh.elder@co.richland.wi.us)  
**LONNIE HACH**  
 State Patrol Superintendent  
 Phone: [608]604-7623  
[lonnie.hach@co.richland.wi.us](mailto:lonnie.hach@co.richland.wi.us)  
**DERRICK BROWN**  
 County Patrol Superintendent  
 Phone: [608]475-0032  
[derick.brown@co.richland.wi.us](mailto:derick.brown@co.richland.wi.us)



**Richland County Highway Department**  
 120 Bowen Circle  
 Richland Center, WI 53581

Office: [608]647-4707 | Shop: [608]647-2208  
 Email: [highway@co.richland.wi.us](mailto:highway@co.richland.wi.us)  
 Website: <https://highway.co.richland.wi.us>

**LISA MUELLER**  
 Bookkeeper  
[lisa.mueller@co.richland.wi.us](mailto:lisa.mueller@co.richland.wi.us)  
**CERRESA NIMOCKS**  
 Office Clerk  
[cerresa.nimocks@co.richland.wi.us](mailto:cerresa.nimocks@co.richland.wi.us)  
**BRANDON ADAMS**  
 Shop Superintendent  
 Phone: [608]475-7828  
[brandon.adams@co.richland.wi.us](mailto:brandon.adams@co.richland.wi.us)

Voucher Register

SEPTEMBER MEETING | AUGUST BILLS

No.	Vendor Name	Description	Amount Paid
17P	Payroll	Pay Period: 7/30/2023-8/12/2023	\$ 66,557.57
18P	Payroll	Pay Period: 8/13/2023-8/26/2023	\$ 103,063.50
417	Frontier	Monthly Telephone Services [A#60864747070101655]	\$ 198.00
418	Miller-Bradford & Risberg	Parts   Various Parts/Supplies: Shoe Track, Bolts, Nuts, Freight, Etc.	\$ 494.95
419	Richland Center Utilities	Monthly Utility Services	\$ 1,368.94
420	We Energies	Monthly Energy Services [A#0718844914-00001]	\$ 40.16
421	Gordon Flesch Company [GFC Leasing]	Monthly Contract Printer Contract  7/5/23-8/5/23	\$ 44.39
422	Insight FS	Diesel Fuel, 87 Gas w/Eth 10%, Services, Etc.	\$ 27,770.45
423	Richland County Zoning	CTH O Project   Record Maintenance Agreement - Ash Creek Septic	\$ 30.00
424	Alliant Energy	Monthly Electric Services [A#3929950000]	\$ 26.60
425	DL Gasser Construction	Bulk Loads Cold Mix Asphalt	\$ 159,065.64
426	Short, Elliot, Hendrickson [S.E.H.]	CTH O Project Phase 1, Phase 2 & Phase 3 }Reconstruct Design	\$ 18,182.66
427	WK Construction	Project   JJ23: Pulverize & Relay	\$ 20,779.04
428	I-State Truck Center	Equipment Purchase 2024 Western Star Tandem Axle   #64	\$ 148,882.50
429	All American Do-It Center	Materials Bulk Common Nails, Pallet Concrete Bricks, Etc.	\$ 154.87
430	Aramark [Auca Chicago MC Lockbox]	Services Rugs, Towels, Uniforms, Etc.	\$ 626.74
431	Aring Equipment Company	Parts Screed Plate[x2], Freight, Etc.	\$ 8,109.31
432	Auto Value	Parts Various Parts/Supplies: Filters[Oil,Fuel,Air], Pigtail, Tire Plugs, Etc.	\$ 2,629.86
433	Badger Tools & Supply	Parts Transfer Pump, Bandfile, 25ft Roll Tape, Etc.	\$ 499.95
434	Badger Welding Supplies, Inc	Bulk Materials Acetylene, Oxygen, Arc Wire, CF Oxygen, Argon, Freight, Etc.	\$ 295.20
435	Bindl Bauer Limestone	Bulk Loads Rip Rap, Gravel, 3/4" Clear Stone, Etc.	\$ 35,161.84
436	Chets Feed Seed N Such	Materials DOT Seed Mix, DOT Mulch Mix, DOT Tack, Etc.	\$ 1,205.00
437	Crawford County Highway Department	Concrete Inlet Box & Grate, Hndl, Admin, Chip Spreader, Co. Sealcoat Etc.	\$ 9,953.20
438	DeBauche Truck & Diesel	Parts Service:Sensor,Oil Pan,Gasket,Etc.] Transmission & Rndm Shutoff	\$ 14,425.56
439	Decker Supply Center	Signage   Various Signs and Various Sign Materials	\$ 260.30
440	DL Gasser Construction	Bulk Loads Asphalt Mix 4LT5828SH Mix Project OO	\$ 468,786.31
441	First Advantage	Drug & Alcohol Random Testing	\$ 1.10
442	Gordon Flesch Company [GFC Leasing]	Monthly Contract Printer Contract  9/10/23-10/9/23	\$ 84.96
443	Gruber Consulting LLC	CTH O Project Phase 1:Parcel AshCreek-Pre-Con/Meetings	\$ 1,829.48
444	Halon Lubricants Inc	Bulk Lubricants Rotella, Valvoline, 85w140,80W90, DEF, Hndng, Etc.	\$ 10,058.68
445	Hartje Tire & Service Center	Tires 11/R225 GY, 255 70225 CP,11R225,11R225 CP,295 75225CP, Etc.	\$ 8,347.40
446	Highway Construction Products	Parts Various:48" Hardwood Lath Bundle, Freight, Etc.	\$ 817.00
447	Imperial Supplies LLC	Parts Shop/Building Supplies: Citrus Cleaner Degreaser, Freight, Etc.	\$ 435.00
448	Insight FS	Fuel Diesel Fuel, 87 Gas w/Eth 10%, Services, Etc.	\$ 25,871.93
449	K&D Truck Repair Specialists	Parts Service:Install New Steer Axle Brake Shoe, Repair Air Leaks, Freight, Etc	\$ 9,993.95
450	Lakeside International LLC	Parts EGR Cooler Kit, Core Chg, Core Credit, Etc.	\$ 1,674.63
451	Madison Truck Equipment	Parts Steel Round Tube 2"OD X 1/4" Wall, Cut Chg, Etc.	\$ 55.25
452	Masternman's LLP	Parts Safety Glasses, Freight, Etc.	\$ 126.52
453	Meigs Advantage	Bulk Loads  CRS-2 Applied  Project JJ23, OO, W23 Co Paving, Etc.	\$ 34,350.62
454	Meigs H G	Bulk Loads CRS-2P	\$ 186,301.32
455	Metal Culverts	Various Culverts, Bands, Endwalls, Accessories, Etc.	\$ 6,364.34
456	Mid-States Equipment	Parts Hydraulic Pipe Female Fitting	\$ 145.84
457	Midwest Motor Supply Co [Kimball]	Parts Various Shop Supplies:Blk Cable, Fuse, Pins, Cotter Pin, Hose, Etc	\$ 848.33
458	Miller Electric	Project Garage/Shop Doors:Serviced Pwr Supply, Labor, Etc.	\$ 95.00
459	Monroe Truck Equipment	Equipment Purchase Prewetting System 7GPM Trk#6, Freight, Etc.	\$ 781.02
460	Mueller, Lisa	Reimbursement Mileage	\$ 22.44
461	Nelson, Earl [La Farge Truck]	Parts Heater Motor Trk#21, Etc.	\$ 157.54
462	PreCise MRM LLC	Monthly Data Plan x7 Trucks -July	\$ 189.00
463	Richland Hospital Inc	New Employee Physical	\$ 588.00
464	Short, Elliot, Hendrickson [S.E.H.]	CTH A Project Reconstruct Design STP-T	\$ 4,740.00
465	SCOTT Construction	Bulk Loads Asphalt:Project 27Paving, Co. Stockpile, Etc.	\$ 6,180.75
466	Town & Country Sanitation	Monthly Disposal & Recycling Fees	\$ 207.20
467	Walsh's Ace Hardware	Parts Am Flag, Sealant, Fan Belt, Bulk LP-Propane[Forklift Cylinder], Etc.	\$ 1,694.06
468	WI DoT   Financial Operations	Preliminary STH80-Richland Center[5/31-7/31], Etc.	\$ 2,670.69
469	Wisconsin Metals	Parts Bulk Metal 1/4 Hot Rolled Plates, 3/16 Abrasion Resistant Plate, Etc.	\$ 1,705.00
470	WK Construction	Project OO, W23: Pulverize & Relay with Water Injection, Etc.	\$ 109,089.96
471	Zarnoth Brush Works, Inc.	Parts Poly Wafer Brush, Wire Wafer Brush, Etc.	\$ 2,401.20
472	Hach, Lonnie	Reimbursement   Postage [Samples]	\$ 9.35

**BALANCE: \$ 1,506,450.10**





## Johnson Controls Fire Protection LP Quotation

To:  
Richland Co Sheriff & Courthouse  
181 W Seminary St  
RICHLAND CENTER, WI 53581-2368

Project: Richland Co Sheriff & Courthouse horn upgrade 6-22 -  
CPQ-425167  
Johnson Controls Reference: 650425167  
Proposal #: 1  
Date: 09/07/2023  
Page: 1 of 10

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

This proposal is for parts and programming for upgrading (9) existing strobe only notification devices to (9) speaker strobe notification devices within the Richland Center Courthouse Building. This proposal is at the request of Jason Marshall.

Customer's electrician of choice will be responsible for removal of existing notification devices as well as installation of new speaker strobes and wiring for extending the existing audio circuit out to the newly installed speaker strobe devices.

Above price includes programming and checkout, including NFPA re-certification (for the supplied JCI equipment).

Please note the following:

- Above price is based on items listed. If additional materials are required, it may be extra.
- Permit/Submittals have NOT been included. If this is required, it would be extra.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days

JCI is submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or



equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

If you have any questions, please call me at 608-509-2881

Jason Ropson

Electronic Service Sales Representative

Johnson Controls

608-509-2881 cell

jason.ropson@jci.com

Please note: Tax not included

Cable not included

FOB Jobsite



QTY	MODEL NUMBER	DESCRIPTION
9	4903-9148	SPKR/STROBE 30CD RED
QTY	MODEL NUMBER	DESCRIPTION
	TECH LAB	TECHNICAL LABOR

**Total net selling price, FOB shipping point, \$3,083.89**

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

**Payment Options:**

**Johnson Controls Capital Funding Solutions**

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

*\*\*Final pricing subject to change based on credit approval, any applicable state/local taxes\*\**

**For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and [JCCapitalNA@jci.com](mailto:JCCapitalNA@jci.com).**



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment due date of Net 30, deposit for a minimum of 50% of the sell price, and the invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_

<p>Offered By:          Johnson Controls Fire Protection LP            Telephone:          Representative: _____          Email: jason.ropson@jci.com</p>	<p>Accepted By: (Customer)          Company: _____          Address: _____          Signature: _____          Title: _____          Date: _____</p>
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**TERMS AND CONDITIONS (Rev. 9/22)**

**1. Payment and Invoicing.** All payments are due Net 30 from the date of invoice. Invoices shall be paid by Customer via Electronic Funds Transfer delivery via Email . Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within Due Upon Receipt from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under 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. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2. Deposit.** Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 50% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

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 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. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. 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.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).**

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPIARS, ALTERATIONS , REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NONR DOES IT INCLUDE THE CORECTION OF ANY DEFICIENCIES IDENTIFIES BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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. Customer is responsible to 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.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. tructure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

**14. COVID-19 Vaccination.** Company 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 Company'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 Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**15. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**16. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**17. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**18. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**19. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**20. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**21. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**22. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company 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, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

**25. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**26. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**27. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**28. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or



recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**30. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**31. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**32. One-Year Claims Limitation; Choice of Law.**

For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company'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, Company 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 and unless otherwise agreed to by the parties in writing, 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 herein. 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. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in**

**the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.**

**39. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**40. Privacy. Company as :** Where Company 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](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as :** Company 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 Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company'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 Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**41. License Information (Security System Customers):** **AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from**

**the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.**