
City Of Orlando, Orlando Venues

400 South Orange Ave
Orlando, Florida



PLANNED SERVICE AGREEMENT

- ☒ FIRE ALARM SYSTEM
- ☒ SECURITY SYSTEM

January 23, 2017

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I. Executive Summary

Johnson Controls Inc., appreciates the opportunity to partner with City of Orlando, Orlando Venues on the service and maintenance of the security and fire alarm system located at Amway Center.

The City of Orlando installed the security and fire alarm system within the Amway Center located at 400 West Church Street, Orlando Florida. In order to ensure optimal performance of your system and protect your investment, Johnson Controls provided a proposal for a Planned Service Agreement for several years. This is a renewed proposal to continue the service provided by JCI.

This Johnson Controls Inc. Planned Service Agreement (PSA) for your building Life Safety System provides our recommended services that ensure the system is performing optimally, maintain the integrity and reliability of the system. This will reduce system downtime, limit costs associated with system maintenance, and provide the top level of service your organization deserves. It is designed to assist in code compliance issues (where applicable) as well as to assure an extended equipment life. We understand that in order to exceed your expectations, your security and fire alarm system must operate properly and it must be tested to fulfill necessary code requirements.

In addition to inspection and preventive maintenance, this Johnson Controls Inc, Planned Service Agreement offers Orlando Venues additional services, including database back up, system investment protection, additional training, and fast on site emergency response.

Once again, Johnson Controls, Inc. is pleased to submit the following Planned Service Agreement proposal for your review and consideration. We look forward to starting our relationship with you and providing the highest level of professional service.

II. Proposed Service

Equipment

Johnson Controls will provide a functional test and inspection of the security and fire alarm equipment during the scheduled service dates. The testing will be completed via diagnostic tools inherent to the system(s) as well as the functional application. The inspection will determine if the system is functioning properly and operating according to the manufacturer's requirements. The equipment will also be checked for damage, misalignment and proper connections. If a problem is detected during the inspection it will be immediately documented and corrected based on the terms of the agreement.

Consumables are not included within this proposal unless otherwise stated.

Compliance Assurance Services

Here is what to expect from Johnson Controls Compliance Assurance Services:

- A partnership in understanding and meeting of the code compliance issues related to your facility (see list below of common codes which may apply).
- Mutually agreed upon testing frequency and schedules.
- Repairs, component replacement, and corrective maintenance of the covered equipment based on the terms of the agreement.
- Expert understanding of the full range of system adaptability, from variations in use of existing components to major modifications of total system configuration.
- Support from an organization motivated to help you handle unexpected problems, changes in your facility and opportunities for improvements.

INCL.	CODE	DESCRIPTION
	NFPA 10	Portable Fire Extinguishers
	NFPA 13	Wet/Dry Automatic Extinguishing System
	NFPA 17 / 17A	Dry (17)/ Wet (17A) Chemical Extinguishing Systems
	NFPA 25	Water-Based Fire Protection Systems
X	NFPA 72	National Fire Alarm Code
	NFPA 90A	Air Conditioning and & Ventilating
	NFPA 92A	Smoke Control Systems
	NFPA 204	Smoke and Heat Venting
X	NFPA 731	Electronic Premises Security Systems

Emergency Service

Johnson Controls, Inc. will provide telephone response within (2) Hours, and will be on-site to provide emergency service within eight (8) hours. Non-emergency calls, as mutually determined by The City of Orlando and Johnson Controls, Inc. will be scheduled for the next business day. Johnson Controls, Inc. defines business hours as 8am-5pm Monday – Friday excluding holidays.

Any labor performed on equipment or services outside of this contract's Equipment List or Terms and Conditions are charged at our current billing rate. Our rates are subject to change without notice:

Service Time	When Applicable	Hourly Rate
Business Hours	Monday-Friday 8:00 a.m. to 5:00 p.m.	\$120.00
After Hours	Monday-Friday 5:00 p.m. to 8:00 a.m./Saturday	\$180.00
Sunday/Holiday	Sunday and all official Johnson Controls holidays	\$240.00

Documentation

Johnson Controls, Inc. will document each on-line and on-site service call and furnish a copy showing time, date, and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions. All documentation will be stored on an on site service log.

III. Program Implementation

Maintained Components

Access Control Equipment

Security management System Host & Workstation Software
Video Imaging Workstation, Badge Printer, Camera
Access Control Field Panels
Access Point (door, gate, turnstile) Devices
HID Card Readers

Video / Closed Circuit Television

Video Recorders
Cameras
Video Monitors

Fire Alarm System Equipment

Control Panels
Initiating Devices
Notification Devices

See EXHIBIT B of the Fire/Security Installation and Services Agreement for an equipment schedule with quantities

Scheduled Services

Johnson Controls, Inc. will provide schedule service visits on an annual basis. Scheduling will consider specific facility requirements, seasonal considerations, and compliance with codes. All covered equipment is serviced as determined in the agreement once each year, unless otherwise noted in Exhibit B.

Optional Services*

Training

Operational training is available for any personnel responsible for the administration and operation of the building management systems. If at any time you desire operator training, please contact your Account Executive Nirav Shah

Customer Support

In order to better serve the technical support needs of our valued customers, a dedicated staff of trained professionals in the Johnson Controls, Inc. 24 hours a day, seven days a week response center, with access through our toll free number 866 272 4721 The critical nature of our customers' facilities makes this a high value service, allowing us to significantly reduce the downtime of your Life-Safety System(s). The high standards with which your facility is managed, dictates that we are positioned to provide the fastest and highest level of response. Our highly trained and experienced service team has enabled Johnson Controls, Inc. to meet this customer challenge.

Consultative Strategies

We offer consultative services focused on strategies, risk analysis, threat assessment, and business continuity planning. Through understanding vulnerabilities of your unique business operations, high risk factors are recognized and addressed proactively to support sustainability of your business. Contact us for additional information on our consultative service strategies.

* Unless stated otherwise herein, additional charges will be assessed for these services.

IV. Summary

Once again, Johnson Controls, Inc. is pleased to submit the following Planned Service Agreement proposal for your review and consideration. We look forward to providing the highest level of professional service. If you have any questions or need additional information, do not hesitate to contact me.

The pricing in this proposal includes the security (including CCTV) and fire alarm equipment included in the existing contract and assumes all work is “bundled” together.

Thank you for the opportunity to propose our services. If you have any questions need additional information, do not hesitate to contact me.

Sincerely,
Nirav Shah
Account Executive
Johnson Controls Inc.
Fire & Security Solutions

41 Skyline Drive
Suite 1025
Lake Mary, Florida 32746
Ph: 407-342-7797
Fax: 407-548-3654

V. Fire/Security Installation and Services Agreement

State License Number

EC0001321

FIRE/SECURITY INSTALLATION AND SERVICES AGREEMENT

Johnson Controls, Inc.

Branch Office Address

41 Skyline Drive Suite 1025

Lake Mary, Florida 32746

Telephone No. 407-342-7797

Customer: City of Orlando Address: 400 South Orange Ave Orlando, Florida 32801 Telephone Number: 407-440-7060	Customer's Facility: Orlando, Venue, The Amway Center 400 West Church Street Orlando, Florida 32801	Agreement No. 2661-7422 Effective Date: 02/01/17
Customer Representative and Contact Information Charles Leone		407-440-7060

Scope of Agreement. Customer has selected and herewith appoints Johnson Controls, Inc. ("JCI" or "Johnson Controls") to provide the systems and perform the services that are selected below. JCI will install the systems and perform the services at the Customer's facility identified above (the "Premises"). Pursuant to the terms and conditions of this Agreement, JCI will install or cause to be installed the systems selected below (herein referred to as the "Work" or the "System") and will provide monitoring, repair, inspection and/or response services as selected below (herein referred to as the "Services"). A complete list of equipment included with each selected system is identified in Exhibit A "Schedule of Installed Equipment". A separate list of equipment that is the subject of the Services to be provided herein is attached hereto as Exhibit B "Services Schedule of Equipment". This Fire/Security Installation and Services Agreement includes these terms, the General Terms and Conditions and all other parts, exhibits, and schedules which together are incorporated herein and comprise the Agreement Documents.

Type of System: (check all boxes that apply): ☒ Access Control ☐ Burglar/Intrusion ☒ CCTV ☒ Fire Alarm ☐ Intercom/Nurse Call ☐ Other _____

Services: (check all boxes that apply): ☐ Basic Coverage (Scheduled Services) ☒ Premium Coverage (Scheduled Service Visit and Repair) ☐ Central Station Monitoring
☐ Central Station Monitoring with Open and Close ☐ DECLINE ALL SERVICES

Extended Service Options if "Premium Coverage" is selected:

On-Site repair services will be provided at Customer's facility during JCI's normal business hours, unless one of the following options is selected:

☐ 24-5 Extended Service-JCI will provide on-site response 24 hours a day, 5 days a week (Monday thru Friday, except JCI holidays).

☒ 24-7 Extended Service-JCI will provide on-site response 24 hours a day, 7 days a week (including holidays).

Pricing and Payment Terms. Customer agrees to pay JCI for the Work performed and the Services provided as set forth below. For Services, JCI shall invoice and Customer shall pay upon receipt of invoice and in advance of performance of the Services.

PRICE FOR THE WORK

Work Price \$ _____

Tel Co. Installation charge \$ _____

Taxes \$ _____

TOTAL PRICE for WORK \$ _____

DEPOSIT RECEIVED (due upon execution of agreement): \$ _____

BALANCE (due upon installation of system): \$ _____

PRICE FOR THE SERVICES

Invoice Period: ☐ monthly ☐ quarterly ☐ semi-annual ☒ annually

Year 1 Price \$137,606.00

Year 2 Price \$137,606.00

Year 3 Price \$137,606.00

Year 4 Price \$137,606.00

Year 5 Price \$137,606.00

Tel. Co. charge ☐ annually ☐ contract term \$ _____

Taxes ☐ annually ☐ contract term \$ _____

TOTAL PRICE for SERVICES \$688,030.00

Term/Automatic Renewal. This Agreement is for an original term of 2 (#) years and shall begin on the Effective Date identified above ("Original Term"). The Work will begin on _____ and the parties agree that the Work shall be deemed completed as of the date on which the System is installed and becomes operational. The Services will begin on 2/1/2017 or, if applicable, upon completion of the Work. Unless terminated earlier as provided herein, this Agreement will automatically renew on a year-to-year basis up to a maximum of three years upon notice from JCI and affirmative election by the City to continue the Agreement. The notice must be delivered at least thirty (30) days prior to the expiration of the Original Term or any renewal year. Any price adjustments for renewal years are described in the General Terms and Conditions.

Termination for Fiscal Non-Appropriation. Payment and performance obligations of the Customer for succeeding Customer fiscal periods after the initial period during which the Agreement becomes effective shall be subject to appropriation by Customer's City Council of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement may be canceled by Customer upon written notice to JCI. JCI shall be entitled to payment prorated through the date of termination.

Entire Agreement. It is agreed and understood by the parties that this Agreement constitutes the entire agreement between the parties, and supersedes any previous agreements or understandings. There are no agreements, understandings or covenants between the parties of any kind, express or implied, oral or otherwise, pertaining to the Work, the System, or the Services hereunder that have not been set forth or specified herein. This Agreement may not be changed, modified or varied except by a writing signed by an authorized representative from each party. This Agreement shall not become binding on JCI unless signed by an authorized representative of JCI.

JOHNSON CONTROLS, INC.

By Nirav Shah Date January 23, 2017

Name: _____

Title: Account Executive

CUSTOMER: _____

By: _____ Date _____

Name: _____

Title: _____

GENERAL TERMS AND CONDITIONS FOLLOW

GENERAL TERMS AND CONDITIONS

TERMS

DEFINITIONS

- (a) **COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is identified in the "Services - Schedule of Equipment" attached to this Agreement as Exhibit B.
- (b) **EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.
- (c) **SCHEDULED SERVICE VISITS** include labor required to perform inspections or provide preventive maintenance on Covered Equipment.
- (d) **SCHEDULED SERVICE MATERIALS** include materials required to perform Scheduled Service Visits on Covered Equipment.
- (e) **REPAIR LABOR** includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.
- (f) **REPAIR MATERIALS** includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned. Repair Materials are covered by the terms of the warranty set forth below.

SERVICE COVERAGE OPTIONS

- (a) **BASIC COVERAGE** includes Scheduled Service Visits [**annually, unless otherwise noted**], plus Scheduled Service Materials if elsewhere noted in this Agreement, for covered Equipment.
- (b) **PREMIUM LEVEL COVERAGE** includes BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement, for covered Equipment.
- (c) **EXTENDED SERVICE** includes extended service for repairs and is available only if Customer has PREMIUM coverage. The price for Extended Service, if chosen by Customer, is part of the total price Customer will pay.
 - i. Should a defect be found during an Extended Service visit that JCI is not responsible for under this Agreement, Customer agrees to pay JCI's standard fee for any services rendered.
 - ii. Should Repair Labor or Repair Materials be performed in periods beyond the Extended Service period, Customer agrees to pay JCI's standard fee for any services rendered beyond the Extended Service period.

CONDITIONS

- 1. **Access and Authorization to perform the Work and Services.** Customer shall give JCI access to the Premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with JCI's rights or obligations under this Agreement. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access to the Premises is provided. Suspension of JCI's duties for this reason will not cancel or suspend any of Customer's obligations under this Agreement. Any tools, documentation, or equipment in the Premises for JCI's convenience in performing JCI's services shall remain JCI's property. JCI retains the right to remove such items at any time during the term, or upon termination of this Agreement. If Customer desires the Work and/or Services to be rendered at a time other than normal business hours, any additional costs (e.g., overtime pay, etc.) will be paid for by Customer at JCI's standard rates.
- 2. **Delay/Interruption.** JCI assumes no liability for delay in the performance of Work and/or Services or interruption of the Work and/or Services due to strikes, riots, labor disputes, theft, vandalism, riots, war, unavailability of parts, materials or supplies, floods, fires, acts of God, explosions or other casualties or any other cause beyond the control of JCI including interruptions in telephone and/or internet service. JCI will not be required to supply the Work or perform the Services while interruption of the Work and/or Services due to any such cause shall continue.
- 3. **INDEMNIFICATION.** EACH PARTY WILL BE RESPONSIBLE TO THE OTHER ONLY FOR SUCH INJURY, LOSS, OR DAMAGE TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF SUCH PARTY. JCI AND CUSTOMER AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OTHER, INCLUDING THEIR OFFICERS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, OR SUITS OF ANY KIND, INCLUDING ALL LEGAL COSTS AND ATTORNEY'S FEES, RESULTING FROM THE INTENTIONAL MISCONDUCT OF THEIR EMPLOYEES OR ANY NEGLIGENT ACT OR OMISSION BY THEIR EMPLOYEES OR AGENTS. THE OBLIGATIONS OF JCI AND CUSTOMER ARE FURTHER SUBJECT TO THE LIMITATION OF LIABILITY INCLUDED HEREIN.
- 4. **LIMITATION OF LIABILITY.** NEITHER JCI NOR THE CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF THAT PARTY. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXCEED THE CONTRACT AMOUNT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.
- 5. **Warranty.** JCI warrants that the Equipment and labor provided by it shall be free from defects in material and workmanship arising from normal usage for a period of 365 days from the date of beneficial use by Customer. For equipment installed by JCI, if Customer provides written notice to Johnson of any such defect within 30 days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Customer. These warranties do not extend to any equipment that has 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 Systems or parts become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours i.e. Monday – Friday 8:00 am – 4:00 pm excluding holidays. **JCI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES - EITHER EXPRESS OR IMPLIED - AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.**
- 6. **Service Provider.** Customer acknowledges and agrees that except to the extent JCI may perform Work, JCI shall be considered a service provider and not a merchant or a vendor of goods.
- 7. **Permits and taxes.** Customer agrees to obtain all licenses and permits and to pay all taxes, fines and assessments, including sales taxes associated with the Work and/or Services.
- 8. **Increase in Taxes or Utility Charges.** All prices/charges set forth herein are based upon existing taxes and utility charges, and Customer agrees to pay any additional or increased taxes or utility charges imposed by a utility or government agency relating to the Work (including the System) or the Services. JCI reserves the right to have the telephone company bill Customer directly for any telephone charges necessary to provide the Services.
- 9. **Initial Equipment Inspection** JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition subject to the terms and conditions of this Agreement. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will then be adjusted.
- 10. **System Tampering.** Customer agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and Customer shall be responsible for the System during the term of this Agreement. It is further agreed that the System shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling fixtures or any changes whatsoever) necessitating any work by way of repair, relocation or otherwise, shall be paid for by Customer in accordance with standard JCI prices in addition to all other charges mentioned herein.

11. **Central Station Service.** If central station monitoring services are provided, Customer agrees to furnish JCI with a list of the names, titles, residence addresses and phone numbers of all persons authorized to enter the Premises during regularly scheduled closed periods. If JCI's Services include "Central Station Monitoring Services with Open and Close", Customer also agrees to furnish JCI with Customer-authorized daily and holiday opening and closing schedules.
12. **Customer Obligations and Commitments to JCI.** Customer shall (i) carefully and properly set the System each night or at such other time as Customer shall close the Premises; (ii) carefully and properly test the System prior to each closed period; (iii) operate the System according to the manufacturer's and/or JCI's recommendations; (iv) keep accurate and current work logs and information on the System as recommended by the manufacturer; (v) provide an adequate environment for the System as recommended by the manufacturer or as recommended by JCI; (vi) notify JCI immediately of any claimed inadequacy in, or failure of, the System or other condition affecting the operation of the System; and (vii) Customer agrees to furnish any necessary 110 volt a.c. power and electrical outlets at its expense. Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any System breakdown, or any necessary repair or replacement of any equipment. Customer agrees: (i) to repair, service and/or to assure the operation of any other property, system or device of Customer, or of others, to which the System may be attached or connected; (ii) to refrain from causing false alarms, and to pay, or reimburse JCI for payment of any fine, penalty, or fee paid by JCI or assessed against JCI by any governmental or municipal agency; and (iii) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Customer's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with JCI's signaling devices.
13. **Alarm Dispatches.** JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable effort to transmit the signal to the appropriate police, fire department or other emergency response agency having jurisdiction, unless there is reason to believe that an emergency condition does not exist; and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify the Customer's representative pursuant to the Customer's written instructions. 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.
14. **Communications Media.** Customer acknowledges that the System transmits 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 Customer's premises (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 the Schedule of Equipment, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for internet transmission under this Agreement.
15. **Unnecessary Alarms and Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary service run caused by Customer. In addition, if JCI or Customer is assessed any fine or penalty by any municipality as a result of such false alarm, Customer shall be responsible for the full amount of that charge.
16. **Inspection, Test and Repair.** Customer hereby authorizes JCI to make required inspections, tests and repairs to the System. JCI will provide notice to the Customer of such necessary inspections, tests and repair and shall thereafter endeavor to perform such tasks as soon as is reasonably possible. Customer understands and agrees that JCI's obligation to repair the System relates solely to the System specified under this Agreement and that JCI is not obligated to test, inspect or repair or otherwise ensure the operation of devices or systems of others to which JCI Systems may be attached. In the event JCI is asked and thereafter consents in writing to accept responsibility to provide service on an existing Customer system, JCI will first conduct a preliminary inspection of such system. Customer agrees to pay for any necessary changes recommended by JCI to be made to the system prior to JCI's commencement of the additional services for such system.
17. **System Damage.** Should any part of the System be damaged by fire, water, acts of God, attempted or actual unauthorized repair service, misuse, abuse or modification, or any other cause beyond the control of JCI, any repairs or replacement shall be paid for by Customer. In no event shall JCI be responsible to Customer or any third party for any damage or loss to any real or personal property arising out of JCI's obligation to repair or service the System.
18. **Exclusions** - JCI's services under this Agreement do not include:
- a) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
 - b) calls resulting from lack of operator-level preventive maintenance, site related problems, or operator error;
 - c) service calls due to failure resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repair to equipment not performed or provided by JCI;
 - d) the furnishing of materials and supplies for painting or refinishing equipment;
 - e) electrical work to the Customer's facility necessary because of equipment;
 - f) service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;
 - g) the repair or replacement of the following if not normally replaced or maintained on a scheduled basis: wire in conduit or the like, buried cable/transmission lines;
 - h) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by JCI's normal maintenance;
 - i) work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCI;
 - j) work caused by the negligence of others, including but not limited to equipment operators and water treatment companies; and
 - k) service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond JCI's control, and service calls required because JCI had previously been denied access to the equipment.
19. **Default, Suspension, Termination.** In the event that Customer fails to comply with any of the terms of this Agreement or in the event Customer wrongfully terminates this Agreement (events constituting a "Default" for purposes of this Agreement), any remaining unpaid amounts owing hereunder are immediately due and payable within 30 days from the date of such Default. In the event of a Customer Default, JCI shall have the right to exercise any one or more of the following remedies: (i) to sue for and recover all monies owing and other payments then accrued, or thereafter accruing or declared to be due and payable; (ii) to terminate this Agreement; or (iii) to pursue any other remedy at law or in equity. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to the respective successors and assignees of Customer. All such remedies are cumulative, and may be exercised concurrently or separately. Customer shall be liable for all fees, costs or expenses JCI may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees or court costs incurred by JCI. This Agreement may be terminated or suspended at the convenience of JCI without liability or penalty by delivering to Customer written notice of such termination or suspension ten (10) days prior to the effective date of such termination or suspension.
20. **Cancellation of Central Station Monitoring Services.** The "Central Station Monitoring" or "Central Station Monitoring with Open or Close" Services may be immediately canceled by either party in the event JCI's central station, connecting wires, or System within the Premises are destroyed by fire, or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
21. **Changes**
- a. **Changes to Scope of Work.** Customer acknowledges and agrees that JCI developed the prices set forth herein in accordance with plans and specifications provided by the Customer or the Customer's contractor. In the event that any authority having jurisdiction over the Premises requires an alteration to the design of the system that increases or decreases the coverage requirements, JCI reserves the right to increase or decrease the price and/or scope of the work accordingly. Notwithstanding anything herein to the contrary, this provision will apply to any Planned Service Agreement or any other agreement governing the delivery of services by JCI to the Customer arising from or associated with the installation of the system pursuant to this Agreement.
 - b. **Changes to Customer Equipment.** The Customer retains the right to make changes or alterations to its equipment, provided that if, in JCI's sole opinion, such changes or alterations substantially affect JCI's Services or obligations herein, JCI shall have the right to make appropriate changes to the scope or price of this Agreement or to both. Customer shall pay for all changes, including any increase in the Services Price, which result from any Customer directed alteration, remodeling, repair or other change to the Premises.
22. **Renewal Price Adjustment** JCI will provide Customer with notice of any adjustments in the Total Price for Services applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal paragraph of this Agreement, the adjusted price shall be the price for the renewal period.
23. **Hazardous Materials.**
- a. **Asbestos-Containing Substances:** Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing Substances ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM at any of its facilities where JCI undertakes any Work or Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility Customers in the case of buildings that it does not own, if JCI will undertake Work or Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its

sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

b. Other Hazardous Substances: For other Hazardous Substances that may be otherwise present at its facilities ("Non-JCI Hazardous Substances"), Customer shall supply JCI with any information in its possession relating to the presence of such Substances if their presence may affect JCI's performance of the Work or Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Substances that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Substances from its facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Substances, unless JCI had actual knowledge that Non-JCI Hazardous Substances 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 Substances, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Substances that have not been released and for releases not resulting from JCI's performance of the Work or Services.

24. **JCI's Employees.** Customer acknowledges that JCI's employees are a valuable asset to JCI. Customer agrees to pay JCI an amount equal to twelve (12) months of salary for each JCI employee who worked at Customer's facility who is then hired by Customer at any time during the term of this Agreement and for sixty (60) days thereafter. In addition, Customer agrees to reimburse JCI for all costs associated with any training JCI provided to such employees during the three years before the date Customer hires such employees.
25. **Assignment, and Subcontracting.** This Agreement may not be assigned by Customer. JCI shall have the right to assign this Agreement to any other person, firm or corporation without the consent of Customer. JCI shall also have the right, in its sole discretion and upon written notice to Customer, to subcontract any Work and/or Services, including, installation, monitoring, repair or other services which it may be required to perform herein. Customer acknowledges that this Agreement, and particularly those paragraphs relating to JCI's limitation of liability, damages, and indemnification, inure to the benefit of and are applicable to any assignees and or subcontractors of JCI, and that they bind Customer with respect to said assignees or subcontractors with the same force and effect as they bind Customer to JCI.
26. **Applicable law/Severability.** This Agreement shall be governed by the laws of the State where the Customer's Premises is located. In case one or more of the provision contained in the Agreement Document should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.
27. **Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing by personal delivery, mail, or facsimile transmission at the respective addresses of JCI and Customer set forth in this Agreement. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. **JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.**

EXHIBIT A - SCHEDULE OF INSTALLED EQUIPMENT

Contract Scope Modifications and Clarifications

- a) JCI will provide service and repair during normal working hours with the exception of 20 hours per year for after hour emergency calls.
- b) The Parking Garage is included in this Agreement
- c) All Changes, Adds, and Moves are not covered
- d) Any Changes required by the AHJ may represent an extra cost and is not covered in this agreement
- e) Labor & Material outside of this Planned Service Agreement will be billed at a rate of \$120 per hour and material will be billed at list minus 50%.
- f) Annual software support is included in the proposal price.
- g) Vesda annual inspection is included in the agreement

Schedule of Equipment for the IFC Fire Alarm System

Units	Equipment	Description	
209	2951J	DETECTOR - PHOTO INTELLIGENT	
70	5951RJ	DETECTOR - ROR 135F INTELLIGENT	
3	AMPS-24	POWER SUPPLY 120V	
285	B210LPJ	INTELLIGENT LOW PROFILE	
85	DH300P	DH300P, INTELLIGENT DUCT	
449	E70-24MCW-FR	MULTI-CANDELA SPKR STRB,WALL,RED	
6	FHS	FFCC,H/S,W/PLUG	
2	JBG-12LX	ADDRESSABLE DUAL-ACTION	
99	JFPJ	FIREMAN'S PHONE JACK	
1	JPRN-5	80 COLUMN DESKTOP PRINTER	
245	M300MJ	MODULE,ADDRSBL,MONTOR,SNG	
335	M300RJ	ADDRESSABLE DUAL FORM-C	
99	M500FPJ	MODULE,ISOLATOR,SLC LOOP	
77	RSS-24MCW-FR	MULTI-CANDELA STROBE,24VDC,WALL MTD,RED	
24	RTS451	REMOTE TEST ST'N DUCT DET	
1	ACM-24AT	ANNUNCIATOR CONTROL MODULE, 24 POINT	
1	ACPS-2406	ADDRESSABLE CHARGER POWER SUPPLY,6AMP	
3	AEM-24AT	ANNUNCIATOR EXPANDER MODULE, 24 PT	
32	BAT-1212	12 VOLT/12 AMP HR BATT	
2	BAT-1224	BATTERY,12V/24AMP HR	
2	BAT-12550	BATTERY,12V/55AMP HR	
27	FCPS-24S8	8 AMP PWR SPLY W SYNC	
2	JNCA	ANNUNCIATOR,NETWORK CNTRL	
3	LCM-320	LOOP CONTROL MODULE, 318 POINTS	
3	LEM-320	LOOP EXPANDER MODULE	
6	NCM-W	NETWORK COMMUNICATIONS MODULE, WIRE	
40	PS-1270	BATTERY, 12 VOLT, 7.0 AH	
1	UDACT	UNIVERSAL DIGITAL COMM	
1	BACNET GATEWAY	NOTIFIER BACNET INTERFACE	
51	DAA-5025	Digital Amplifier	
30	DTK-120HW	HARDWIRED 120 VAC WITH WIRE NUT LUG	
7	DTK-2MHLP-WB	MODULAR WITH DITEC BASE	
1	DVC-KD	Keypad for DVC, 24 PROGRAMABLE SPK OR PHONE SELECT	
1	FPK2	DTK-120S15A & (2) DTK-MRJ31XSCP-WP	
1	JCPU-3030D	IFC-3030 CPU DISPLAY	
2	JDVC-EM	25V Voice Panel with Telephone	

44	M300DJ	MODULE,ADDRSBL,CONTRL,DUL	
1	TELH-1	FIREFIGHTER TELEPHONE HANDSET	
18	ET70WP-2475W-FR	Speaker strobe, low profile	
31	E70-R	Speaker only	
157	E50-24MCW-FR	speaker strobe	
6	5951HJ	Heat detector	
2	DTK-MRJ31X		
2	RPT-WFP		
2	JDVC-KD		
2	CMIC-1	Phone paging	
1	XP6-R	six relay control mod	

Schedule of Equipment for the P2000 Access Control System & Video Management System

Units	Equipment	Description	
189	L73-BG-2W	READER,PROX4000,BEIGE	
4	S300-BAT	BATTERY,12V/7AMP HR	
198	S300-XFMR	TRANSFORMER,24VAC/50VA	
27	DTK-120HW	SINGLE CKT 120 VAC ARRESTOR	
23	CK721-A	CONTROLLER CK721-A	
1	P2000-CCTV	SMS OPTION,P2K,CCTV	
392	S300-BAT-2.8AH	BATTERY,12V/2.8AMP HR	
4	S300-BRK2	BRACKET KIT,BATTERY,S300	
196	S300-DIN-BRK	BRACKET KIT,BATTERY,DIN	
173	S300-DIN-RDR2S	DOOR INTERFACE TERMINAL,2	
196	S300-DIN-S	CABINET,ENCLOSURE,SMALL	
2	S300-I16	INPUT MODULE,(16) 2 STATE	
2	S300-XXS	CABINET,ENCLOSURE,SMALL	
1	45796 17" MON	L1710 17-Incd LCD Monitor	
1	5C171	17" FLAT, COMPUTER, XP, FOR EITHER OWS OR IMAGING	
1	62433	DL380 G5 P2000 SERVER	
20	AL1024ULACMCB	Power Supply / Charger- 24VDC @ 10 Amp	
4	AL125ULX	Power Supply / Charger- 12/24VDC at 1 Amp with Lat	
17	AL300ULM	Power supply, 12 or 24vdc, 2.5 amp, (5) fused outp	
82	BT126	Battery- 12VDC/7AH, For use with Power Supply/Char	
1	CMV3001VN	Verifier 300 RS170 NTSC video output capture devic	
3	DK1200-045	42 inches tall with base	
1	Laserjet 4250	SECTION 28 13 00-23 # 17	
1	P2000-RPT	SOFTWARE,CRYSTAL REPORTS	
1	P2000-SW5	SMS SOFTWARE,P2K 5USER	
1	P2000-VI	OPTION,P2000 HOST,INT VIDEO IMAGING	
1	P2000VI-LIC	LICENSE P2000 VIDEO IMAGE,1 PER WRK STN	
1	P420 PRINTER	DUAL SIDED COLOR CARD PRINTER WITH ENCODER	

1	SE-1045T	Industrial Surface door contact	
210	SE-1078C	Flush Magnetic door contact	
25	SE-2202A	Roll-up Magnetic Contact	
8	SE-3040	Sentrol Panic Duress Switch, latching, red led	
23	V-PASS-FX-A,R	BIOSCRIPT FINGERPRITN READER	
2	0220-004	AXIS 213 PTZ NETWORK	
92	0240-004	AXIS 216FD NETWORK CAMERA	
16	0243-004	AXIS 225FD FIXED DOME	
10	0246-004	AXIS 214 PTZ NETWORK	
1	0247-004	AXIS 223M NETWORK CAMERA	
1	21896	AXIS POLE MOUNT ADAPTER	
2	25733	AXIS PENDANT DOME OUTDOOR	
10	25735	AXIS PENDANT DOME INDOOR	
35	25736	AXIS GOOSENECK WALL MOUNT	
3	DTK-120HW	SINGLE CKT 120 VAC ARRESTOR	
3	45796 5KV	SMART PRO UPS 5000VA RM	
5	5500-381	225D PENDANT KIT	
13	5500-881	PENDENT KIT BLACK FOR 216FD	
18	DTK-MRJPOE	INDIVIDUAL POE SURGE PROTECTION	
1	GENETEC 171	QOUTE 171 / 12 OV	
5	Part #: 64983	DL180 G5 ONSSI SERVER	
18	WCS1-4	MSTR CAM PWR SUP 4AMP 1OUT	

Schedule of Equipment for the IFC Fire Alarm System & P2000 Access Control System & Video Management System at the Gieco Parking Garage

Units	Equipment	Description	
7	2951J	SMOKE DETECTOR HEAD,PHOTO	
20	5951J	HEAT DETECTOR HEAD,FX TMP	
1	DP-DISP2	DRESSÁPANEL,BLK,IFC2-640	
1	FDU-80G	FDU-80G, 80 CHARACTER	
36	JBG-12LX	PULL STATION,DUAL AC,INTL	
1	JCPU2-640	IFC2-640 CPU 120 VAC	
1	KDM-R2	IFC2-640, KEYBOARD/DISP	
13	M300CJ	MODULE,ADDRSBL,CONTRL,SNG	
13	M300MJ	MODULE,ADDRSBL,MONTOR,SNG	
10	M301MJ	MODULE,ADDRSBL,MONTOR,MIN	
11	NS-24MCW-FR	HORN STROBE,24VDC,RED	
4	RSS-24MCW-FR	STROBE,STD/MULT,24VDC,RED	
36	SB-10	BACKBOX,PULL STATION,SURF	
1	SBB-3	BACKBOX,3 GANG,FDU-80	
1	TR-B4	TRIM RING,CABINET,SBB-B4	
2	BAT-12260	BATTERY,12V/26AMP HR	
20	BAT-1270	BATTERY,12V/7AMP HR	
2	BMP-1	BLANK MODULE,CABINET	

1	BP-4	PANEL,BATTERY COVER PLATE	
1	DP-1B	DRESS PANEL,CAB-4(1TIER)	
10	FCPS-24S8	POWER SUPPLY,8AMP W/SYNC	
1	JDR-B4	DOOR,SBB-B4,WINDOW,BLACK	
2	NCM-F	INTERFACE,FIRE WS/MIFN,FO	
1	SBB-B4	BACKBOX,2 TIER,BLACK	
63	ASWP-24MCWHFR	HIGH CANDELLA WEATHERPROOF HORN STROBE	
151	AWSP-2475W-FR	WEATHER PROOF HORN STROBE	
4	B210LPJBP	INT SD BASE, 10PK	
36	STI-1230R	Pull Station Vandal Covers	
214	WPBB-R	WEATHERPROOF BACKBOX	
23	0185-004	AXIS 241Q VIDEO SERVER	
23	0243-004	AXIS 225FD FIXED DOME	
5	0247-004	AXIS 223M NETWORK CAMERA	
1	21896	AXIS POLE MOUNT ADAPTER	
5	25736	AXIS GOOSENECK WALL MOUNT	
2	DTK-120HW	SINGLE CKT 120 VAC ARRESTOR	
1	46" LCD	LTV-46w1	
6	5500-381	225D PENDANT KIT	
48	DTK-MRJPOE	INDIVIDUAL POE SURGE PROTECTION	
19	L73-BG-2W	READER,PROX4000,BEIGE	
2	S300-BAT	BATTERY,12V/7AMP HR	
20	S300-XFMR	TRANSFORMER,24VAC/50VA	
2	DTK-120HW	SINGLE CKT 120 VAC ARRESTOR	
2	CK721-A	CONTROLLER CK721-A	
1	P2000-CCTV	SMS OPTION,P2K,CCTV	
2	S300-BRK2	BRACKET KIT,BATTERY,S300	
19	S300-DIN-BRK	BRACKET KIT,BATTERY,DIN	
17	S300-DIN-RDR2S	DOOR INTERFACE TERMINAL,2	
1	S300-I16	INPUT MODULE,(16) 2 STATE	
1	62433	DL380 G5 P2000 SERVER	
2	AL1024ULACMCB	Power Supply / Charger- 24VDC @ 10 Amp	
4	COMM EQUIPMENT	TRANSITION E-100BTX-FX-05	
5	D-GES7600-DB	MANAGED EHTERNET SWITCH, DIN RAIL, REQ-MOIUNT BRA	
5	D-GES7600-MM-E	MANAGED EHTERNET SWITCH, , MM, 9 PORT, 1/100/1000	
23	SE-1078C	Flush Magnetic door contact	
2	SE-2202A	Roll-up Magnetic Contact	
15	SE-3040	Sentrol Panic Duress Switch, latching, red led	
13	TALK A PHONE	TALK-A-PHO ETP-100MB	
1	TAP Head-End	Rescue System Command Unit	
16	Talk A PHONE 2	TALK-A-PHO ETP-402	

EXHIBIT B - SERVICES SCHEDULE OF EQUIPMENT

Contract Scope Modifications and Clarifications

i) Fire Alarm Equipment

- i. The "Fire Detection & Management Systems Assurance Services" is incorporated to provide scope clarifications to services provided on specific Fire Alarm Equipment.
- ii. Testing procedures require a minimum of two (2) people to properly complete the test. The Price for Services (for Fire System Test and Inspection portion of this agreement) includes 2 Johnson Controls provided technician.
- iii. Fire Department Witness Fees (and applicable coordination) are not included.
- iv. Special Tools/Equipment to test devices in **above 18 feet / high ceiling areas** (such as a lift) shall be provided by the customer.
- v. This agreement is based on "Sequential Access" for testing within each building. Access for testing the entire section or floor of the building shall be made available, or customer agrees to pay additional amount based on the additional time required to complete scheduled testing.
- vi. Unless included in the Schedule of Equipment, testing of other Life-Safety systems (ie. sprinkler system, extinguishing system, smoke/fan control, kitchen hood, generator/emergency power systems, security system, and elevator recall) is limited to their interface to the Fire Alarm System.

j) Security Equipment

- i. The "Security System Assurance Services" is incorporated to provide scope clarifications to services provided on specific Security System Equipment.
- ii. Special Tools/Equipment to test devices in **above 18 feet / high ceiling areas** (such as a lift) shall be provided by the customer.

k) Monitoring

- i. The customer is responsible for any fees and/or fines assessed from the customer's local emergency response services for false alarms.
- ii. Where verified response is required, the customer is responsible to contract the required response services. Johnson Controls can provide reference services, for the customer to arrange directly, or arranged by Johnson Controls for an additional payment agreed upon in writing.

Fire Detection & Management Systems Assurance Services

“Basic” Coverage

Basic coverage provides a complete program to meet fire code requirements of the Authority Having Jurisdiction (AHJ) consistent with NFPA72 guidelines. JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the Customer, JCI will suggest appropriate action.

x **NFPA 72 Functional Test (Comprehensive)** – JCI will provide testing required per NFPA 72 on the equipment indicated on the Schedule of Equipment. Changes to frequencies to meet local jurisdiction requirements will be done when authorized by the customer, as indicated on Schedule 103, NFPA 72 “Testing Requirements and Frequencies.”

x **NFPA 72 Visual Inspection** – JCI will provide the Visual Inspection required per NFPA 72 on the equipment indicated on the attached Visual Inspection Testing Requirements schedule. Changes to frequencies to meet local jurisdiction requirements will be done when authorized by the customer, as indicated on Schedule 104, NFPA 72 “Testing Requirements and Frequencies, *Visual Inspection Only*.”

x **Sensitivity Testing Service** – NFPA72 requires one year after installation and thereafter every two years.

☐ **The Joint Commission (TJC)** – Inspection & Testing in accordance with The Joint Commission of Accreditation for Health Care Organizations required.

x **Value Added Services** – JCI will provide one or more of our value added services to improve or enhance fire system documentation, performance, and/or operator competence.

☐ Workstation Maintenance

x Fire Panel Database Maintenance - JCI will make a copy of current working data bases for covered equipment. Frequency of data base saves are identified on the attached Equipment Inventory Listing.

☐ Device Labeling

☐ System Layout Drawings Markup

☐ System Layout CAD

x Cleaning Duct Detectors

☐ Cleaning Smoke Detectors

☐ Training

x Telephone Assistance

x **Preventive Maintenance Materials** – JCI will provide materials necessary to complete JCI's preventive maintenance services.

x **Support Services** – JCI will provide system support services for the Customer's listed equipment as identified on the attached Equipment Inventory Listing.

x An Account Representative will be assigned to monitor system performance, and to consult with the customer on service history and application strategies.

x Telephone assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc.

x All problems detected by an operator and recorded in the "System Event Log" will be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action.

“Premium” Coverage

x **Repair Labor** - During JCI's normal working hours, JCI will provide the On Call Repair Labor as required to restore covered equipment to operating condition, following an equipment failure. Covered equipment is identified on the attached Equipment Inventory Listing.

x **Repair Materials** - JCI will replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an Equipment Failure. Covered equipment is identified on the attached Equipment Inventory Listing.

x **Extended Service** - On-site repair services for covered equipment will be extended beyond JCI's normal working hours, in accordance with the Extended Service Option checked below:

JCI will provide service and repair during normal working hours with the exception of 20 hours per year for after hour emergency calls

Security System Assurance Services

“Basic” Coverage

Basic coverage provides a complete program to meet due diligence objectives consistent with industry recommended practices. New NFPA731 guidelines while not widely adopted in most jurisdictions at this time, provide a context requiring periodic validation of security system components. JCI monitors the overall performance of the Customer's equipment, taking into consideration current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When JCI identifies alterations, upgrades, retrofits, etc., which would benefit the Customer, JCI will suggest appropriate action.

- x **Functional Test & Inspection (Operational)** – JCI will provide test and inspection recommended per NFPA 731 on the equipment indicated on the schedule of equipment.
- x **Preventative Maintenance (Comprehensive)** – JCI will provide preventative maintenance service on the equipment indicated on the schedule of equipment. Preventative maintenance includes diagnostics and minor corrective action (clean, adjust, tighten, lubricate, etc.), in addition to Test & Inspection recommended per NFPA 731.
- x **Preventative Maintenance Materials** – JCI will provide materials necessary to complete JCI's preventive maintenance services.
- x **Value Added Services** – JCI will provide one or more of our value added services to improve or enhance security system documentation, performance, and/or operator competence.
 - x Software Upgrade Service
 - ☐ Off-Site Database Backup Storage
 - x System Programming Assistance
 - ☐ Training
 - ☐ Custom Service: _____
- x **Support Services** – JCI will provide system support services for the Customer's listed equipment as identified on the attached Equipment Inventory Listing.
 - x An Account Representative will be assigned to monitor system performance, and to consult with the customer on service history and application strategies.
 - x Telephone assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc.
 - x All problems detected by an operator and recorded in the "System Event Log" will be reviewed with operating personnel during the next scheduled service visit to determine appropriate corrective action.

“Premium” Coverage

- x **Repair Labor** - During JCI's normal working hours, JCI will provide the On Call Repair Labor as required to restore covered equipment to operating condition, following an equipment failure. Covered equipment is identified on the attached Equipment Inventory Listing.
- x **Repair Materials** - JCI will replace or repair failed or defective parts as required to restore covered equipment to operating condition, following an Equipment Failure. Covered equipment is identified on the attached Equipment Inventory Listing.
- x **Extended Service** - On-site repair services for covered equipment will be extended beyond JCI's normal working hours, in accordance with the Extended Service Option checked below:

JCI will provide service and repair during normal working hours with the exception of 20 hours per year for after hour emergency calls