

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR CUYAHOGA COUNTY JUSTICE CENTER**

Planned Service Agreement

Customer Name: CUYAHOGA COUNTY JUSTICE CENTER
Address: 1200 ONTARIO ST FL 1 CLEVELAND OH 44113-1604
Proposal Date: 4/1/2012
Estimate #: 1-239OVG4

Scope of Service

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

Extended Service Options for Premium Coverage

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

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 4/1/2012 and will continue until 3/31/2014 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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

Customer Initials _____

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Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$196,464.00. This amount will be paid to JCI in Monthly installments of \$16,372.00. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for 90 days from the proposal date.

JOHNSON CONTROLS Inc.

Edward FitzGerald, County Executive

By: Gregory Bacho

By:

Signature

Signature

2012-05-03 09:30:33

Title: Service Sales Account Exec

Date

Title :

Date

JCI Branch Manager

Date

(proposal not valid until signed by JCI Branch manager)

JCI Branch Cleveland Service - 0926

Branch Phone

8666306891

Customer PO#

Address 9797 MIDWEST AVE

City, State, Zip GARFIELD HTS , OH , 441252424

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**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
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Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address		
CUYAHOGA COUNTY JUSTICE CENTER			1200 ONTARIO ST FL 1 CLEVELAND OH 44113-1604		
Quantity	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage
104	Block Hours - Pneumatic			Basic	NA
		Preventive Maintenance	1		
104	Block Hours - Controls			Basic	NA
		Preventive Maintenance	1		
6	Block Hours - Mechanical Light			Basic	NA
		Preventive Maintenance	1		

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

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$196,464.00	Monthly
Year2	\$196,464.00	Monthly

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Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

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

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.

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

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

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.

EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, 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. 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 be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer

acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- 1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
- 2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
- 3) service calls due to warranty claims on the Covered Equipment;
- 4) repainting or refinishing Covered Equipment;
- 5) electrical work to the Customer's facility;
- 6) stockpiling of parts or supplies;
- 7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- 9) service calls required because JCI had previously been denied access to the equipment;
- 10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this

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Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and

11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

- 1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
- 2) The Customer agrees that, during the Term of this Agreement, the Customer will:
 - (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
 - (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
 - (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
 - (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and
 - (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
- 3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNIFY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

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Customer's Initials _____

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JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) \$25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

I. FORCE MAJEURE

- 1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. 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 other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
- 2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
- 3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI'S EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

L. JCI'S EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES

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Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

- 1) **EACH PARTY WAIVES ANY RIGHT TO TRIAL, IN A COURT OF LAW AND TO TRIAL BY JURY.**
- 2) **Notice of Dispute:** In order to be able to mediate or arbitrate any Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to defend against such Dispute, and the failure to give such notice shall preclude the Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.
- 3) **Mediation:** As a condition precedent to arbitration, the Parties must submit the Dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the Parties.
- 4) **Arbitration:** In the event mediation of the Dispute is unsuccessful, no later than five (5) days following such mediation the Dispute must be submitted to arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered there upon in accordance with applicable law in any court having competent jurisdiction thereof. The Party prevailing in the arbitration shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.
- 5) **Services Obligation Suspended:** The Parties agree while arbitration of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.
- 6) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

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- 1) **Asbestos-Containing Materials:** Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any 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 owners in the case of buildings that it does not own, if JCI will undertake 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 Services, it shall immediately stop the 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 Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
- 2) **Other Hazardous Materials:** JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the foregoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
- 3) **Environmental Indemnity.** To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

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P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
- 2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
- 3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
- 7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
- 8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
- 9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provided herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

Form E9115 (Rev11/07)

Customer's Initials _____

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

[END OF DOCUMENT]

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME Johnson Controls		216-587-0100	
BUSINESS ADDRESS 9797 Midwest Ave			
Cleveland	Ohio	ZIP 44256	COUNTY Cuyahoga
BUSINESS/ORGANIZATION REPRESENTATIVE NAME Greg Bacho			TITLE Service Sales

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☒ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by self or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE 	DATE January 13, 2012
--	--------------------------

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: Johnson Controls, Inc

Date: 03/14/2012

This search produced the following list of possible matches:

18 Possible matches were found

Name/Organization	Address
Johns, Jodi	420 East North Street Deshler, OH 43516
Johns, Ann	400 Greenler Road, Unit 1505 Defiance, OH 43512-4201
Johnson, Donna	4836 Utah Street San Diego, CA
Johnson, Donna	4836 Utah Street San Diego, CA 92116
Johnson, Ernest	, OH
Johnson, Ernest	4836 Utah Street San Diego, CA
Johnson, Ernest	4836 Utah Street San Diego, CA 82116
Johnson, Jerome	2378 North Bend Rd. #4 Cincinnati, OH 45239
Johnson, Marcia A.	, OH
Johnson, Mary	1853 Finley Chapel Rd. Wellston, OH 45692
Johnson, Steven	110 East Main Street, Apartment 611 Lebanon, OH 45036
Johnson, Steven	1110 East Main Street Lebanon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 511 Lebanon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 611 Lebanaon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 611 Lebanon, OH 45036
Johnson, Steven	4027 Shaker Road Franklin, OH 45005
Johnson, Suzanne	33336 Happy Hollow Road Rutland, OH 45775
Johnson, Tony	803 S. Center Street Springfield, OH 45506

The above list represents possible matches for the search criteria you entered. Please note that pursuant

to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

<http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Johnson Controls, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Exempt payee

☐ Other (see Instructions) ▶

Address (number, street, and apt. or suite no.)

5757 N Green Bay Avenue

City, state, and ZIP code

Milwaukee WI 53209

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

3 9 - 0 3 8 0 0 1 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

John W. ...

Date ▶

12/7/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980 hereby authorizes

Chad A. Reed
Branch Manager - Service

to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

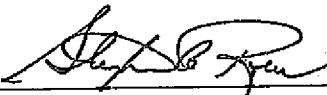
- a. the execution of surety, performance or bid bonds;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of the Company; and
- d. the signing, on behalf of the company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

This authority shall remain in full force and effect until July 12, 2012.

Signed at Milwaukee, Wisconsin, this 13 day of January, 2012.

ATTEST:





President



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215-2256

Governor **Ted Strickland**
Administrator **Marsha P. Ryan**

ohiobwc.com
1-800-OHIOBWC

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005119 JOHNSON CONTROLS, INC PO BOX 591 MILWAUKEE, WI 53201	Period Specified Below 1st DAY OF February 2011 1st DAY OF February 2012
--	--

Subs

20005119-1 JOHNSON CONTROLS BATTERY GROUP, INC
20005119-3 HOOVER UNIVERSAL, INC
20005119-22 JCIM US LLC

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Marsha P. Ryan
Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1800 Milwaukee, WI 53202 - 4419	CONTACT NAME: Attn: CPU PHONE: (866) 966-4684 FAX: (212) 948-5167 E-MAIL ADDRESS: JCI.CertRequest@marsh.com																					
INSURED Johnson Controls, Inc. York International Corporation Attn: Corp. Risk Mgmt. X-92 P.O. Box 591 Milwaukee, WI 53201	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE AMERICAN INSURANCE COMPANY</td><td>22667</td></tr><tr><td>INSURER B:</td><td>SENTRY INSURANCE A MUTUAL CO.</td><td>24966</td></tr><tr><td>INSURER C:</td><td>INDEMNITY INSURANCE CO OF NORTH AMERICA</td><td>43575</td></tr><tr><td>INSURER D:</td><td>ACE PROPERTY & CASUALTY INSURANCE COMPANY</td><td>20699</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE AMERICAN INSURANCE COMPANY	22667	INSURER B:	SENTRY INSURANCE A MUTUAL CO.	24966	INSURER C:	INDEMNITY INSURANCE CO OF NORTH AMERICA	43575	INSURER D:	ACE PROPERTY & CASUALTY INSURANCE COMPANY	20699	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	INDEMNITY INSURANCE CO OF NORTH AMERICA	43575																				
INSURER D:	ACE PROPERTY & CASUALTY INSURANCE COMPANY	20699																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>	HDOG25531693	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	90-04606-01	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea Accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	XOOG25833284	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	WLRC46483704 (CA, AZ, MA) SCFC46770729 (WI) WLRC46770742 (AOS)	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI Contract Number:
JCI Project Name:
Customer PO Number:**CERTIFICATE HOLDER****CANCELLATION**Cuyahoga County of Ohio
1219 Ontario Street
Cleveland, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.



AGENCY CUSTOMER ID: _____
LOC#: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. York International Corporation Attn: Corp. Risk Mgmt. X-92 P.O. Box 591 Milwaukee, WI 53201	
POLICY NUMBER		EFFECTIVE DATE: 10/1/2010	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2010/05), FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION – NEW YORK STATE

Workers Compensation coverage is extended under the New York State Workers Compensation Law for all Employees and Operations in New York State.

PRIMARY COVERAGE

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by lease or contract.

WAIVER OF SUBROGATION

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder to the extent required by contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY

The Automobile Liability policy, if required by contract, includes coverage for Additional Insureds as required by contract.

ADDITIONAL INSURED – GENERAL LIABILITY

For General Liability, if required by contract, the following are included as additional insureds, as required pursuant to a contract with a named insured, per Policy Endorsements A2 and A2A, replicated below: **THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A CONTRACT WITH THE NAMED INSURED.**

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A

Name of Additional Insured Person(s) or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:

As required by contract.

POLICY ENDORSEMENT A2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- The insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CO= 7859830
U= B170743

EQUAL EMPLOYMENT OPPORTUNITY
2011 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. JOHNSON CONTROLS INC
5757 N GREEN BAY AVE
MILWAUKEE, WI 53209

2. JOHNSON CONTROLS INC BE
9797 MIDWEST AVE
CLEVELAND, OH 44125

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:006092860

CUYAHOGA COUNTY
C.Y.

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238220 Plumbing Heating and Air
Conditioning Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO														OVERALL TOTALS
			***** MALE *****							***** FEMALE *****							
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
FIRST/MD OFFICIALS & MGRS	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0		
PROFESSIONALS	0	0	32	0	0	1	0	0	6	2	0	0	0	0	0		
TECHNICIANS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0		
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	0	0	5	2	0	1	0	0	0		
CRAFT WORKERS	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0		
OPERATIVES	0	0	8	1	0	0	0	0	0	0	0	0	0	0	0		
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL	0	0	86	1	0	1	0	0	11	4	0	1	0	0	0		
PREVIOUS REPORT TOTAL	0	1	89	2	0	0	0	0	11	5	0	1	0	0	0		

SECTION 7 - PREVIOUS REPORT TOTALS

SECTION F - REMARKS

CO- 7659830
U- 7659830

EQUAL EMPLOYMENT OPPORTUNITY
2011 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. JOHNSON CONTROLS INC
5757 N GREEN BAY AVE
MILWAUKEE, WI 53209

2a. JOHNSON CONTROLS INC
5757 N GREEN BAY AVE
MILWAUKEE, WI 53209

MILWAUKEE COUNTY
c y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.: 006092860

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561210

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	MALE	FEMALE	***** MALE *****						***** FEMALE *****						
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	10	2	154	10	0	12	0	1	41	2	0	0	0	0	232
FIRST/MD OFFICIALS & MGRS	245	49	4012	228	6	150	16	27	747	94	2	27	5	8	5616
PROFESSIONALS	299	120	5243	264	10	407	23	48	1517	167	6	118	11	25	8258
TECHNICIANS	155	13	2272	184	5	61	17	27	185	23	1	12	1	3	2959
SALES WORKERS	5	0	46	3	0	1	0	1	7	1	0	1	0	0	65
ADMINISTRATIVE SUPPORT	57	129	393	72	2	9	2	9	1452	319	2	34	8	23	2511
CRAFT WORKERS	579	23	5331	299	6	93	25	34	103	27	0	17	1	1	6539
OPERATIVES	1400	681	5947	2421	16	467	47	102	2532	1339	3	307	35	20	15317
LABORERS & HELPERS	257	100	425	267	0	40	12	12	118	94	0	14	5	2	1346
SERVICE WORKERS	7	1	51	9	0	1	0	0	7	3	0	0	0	0	79
TOTAL	3014	1118	23874	3757	45	1241	142	261	6709	2069	14	530	66	82	42922
PREVIOUS REPORT TOTAL	2794	1057	22978	3424	44	1150	155	203	6480	2025	13	515	65	80	40983

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/31/2011 THRU 08/31/2011
SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: SHARON CARPENTER
EEO-1 REPORT CONTACT PERSON: SHARON CARPENTER
EMAIL: SHARON.CARPENTER@JCI.COM

TITLE: EEO CERTIFYING OFFICIAL
TITLE: EEO CERTIFYING OFFICIAL
TELEPHONE NO: 4145243628

CERTIFIED DATE/ESTJ: 09/28/2011 04:04 PM



NON-COLLUSION AFFIDAVIT

(THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED)

RFP #21875

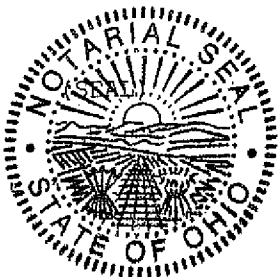
STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

CHAD A. REED being first duly sworn, deposes
and says that he/she is
BRANCH MANAGER
(sole owner, partner, president, etc.)

making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County of Cuyahoga or any persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

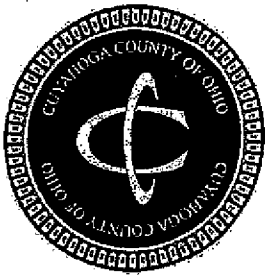
C. A. Reed
AFFIANT

Sworn to and subscribed before me this 13 day of January 2012.



JENNIFER L. FINLEY
NOTARY PUBLIC
STATE OF OHIO
My Commission expires: 6-27-2015
Recorded in
Cuyahoga County
My Comm. Exp. 6/27/15

Jennifer L. Finley
NOTARY PUBLIC



Cuyahoga County Bidder Compliance Form

Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful bidders certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "bidder") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the bidder, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

Please initial in the right hand column next to each criteria met

INITIAL

1 Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request).

2 Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.

3 Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.

4 Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.

5 Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.

6 Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders' entire time of doing business, if less than seven (7) years.

7 Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance.

8 Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years.

9 Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.

10 Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.

11 Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right.

12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right.

13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.

14 Bidder will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right.

15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.

Printed Name:

GREG BACHO

Company:

JOHNSON CONTROLS

Signature:

Date:

1/18/12



SBE-1
RQ#21875

COVENANT OF NON-DISCRIMINATION

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (GREG BACHO),
(SALES REPRESENTATIVE), (JOHNSON CONTROLS),
Title(s) Name(s)
Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

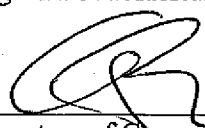
(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBE's");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBE's to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.


(Original Signature of Company Representative Identified Above)

1/18/12
(Date)



SBE SUBCONTRACTOR PARTICIPATION PLAN SBE-2
(MUST be submitted for EACH SBE Subcontractor Proposed) RQ#21875

Check One:

(A) Total Amount of Overall Contract Bid \$ 392,928.00

Service Contract ☒

Supply Contract ☐

Construction Contract ☐

Business Name of Prime Bidder JOHNSON CONTROLS

Address 9797 MIDWEST AVE.

City CLEVELAND

State OHIO

Zip Code 44125

Telephone (440) 523-0744

E-Mail greg.t.bach@jci.com

Firm Owned by: ☒ Majority

☐ Minority (specify: _____)

☐ Female

(B) Amount to be
Subcontracted to SBE:

\$

0

Percent of Total
Overall Contract Bid
[(B)/(A)]:

0 %

Scope of Work Provided By SBE: _____

Prime Bidder's Name _____

(Type or Print)

Title _____

Prime Bidder's Signature _____

(Date of Signature)

SBE SUBCONTRACTOR TO BE UTILIZED

(Must be certified by the Cuyahoga County Office of Procurement & Diversity)

Name of SBE Subcontractor _____

Address _____

City _____

State _____

Zip Code _____

Area Code ()

Telephone _____

*****NOTE: SBE MUST BE A COUNTY CERTIFIED SBE*****

The undersigned herewith agrees to subcontract with the above named bidder for the above said service(s) or supply(ies) to be furnished to the County.

SBE Subcontractor's Name _____

(Type or Print)

Title _____

SBE Subcontractor's Signature _____

(Date of Signature)



GOOD FAITH EFFORT CERTIFICATION

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (GREG BACHO), (SALES REPRESENTATIVE) of (JOHNSON CONTROLS)
Name(s) of Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- ☒ I/We are requesting a FULL PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): DUE TO THE INHERENT TECHNICAL NATURE OF BUILDING AUTOMATION SYSTEMS (BAS), JOHNSON CONTROLS IS UNABLE TO FIND CERTIFIED, FACTORY-TRAINED SUBCONTRACTORS FOR BAS PROGRAMMING AND MAINTENANCE.
- ☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal.
- ☒ I/We have contacted the OPD or website to obtain a list of SBE's appropriate to the bid/proposal.
- ☐ I/We delivered written notice to available certified SBE's for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract.
- ☐ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.
- ☒ I/We have attended the pre-bid/proposal conference.
- ☒ I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to the OPD, where price competitiveness is not the reason for rejection.
- ☒ I/We have actively solicited, through sending letters, emails or initiating personal contact, SBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- ☒ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBE's for the Cuyahoga County contract under consideration.
- ☒ I/We have conducted discussions with interested SBE's in good faith, and provided the same willingness to assist SBE's as has been extended to any other similarly situated subcontractor.
- ☒ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBE's contacted to participate that declined or were not chosen:

1. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

2. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

3. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

(Make additional copies to extend list of SBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

GREG BACHO
Printed/Typed Name of Company Official

1-18-12

Date

Signature (Must be Original)

SALES REPRESENTATIVE

Title of Company Official

JOHANSON CONTROLS, INC.
Full Company Name

9797 MIDWEST AVE

Mailing Address

216 587 0100
Area Code/ Phone Number

CLEVELAND, OH 44125
City, State, Zip

Notary Public



JENNIFER L. FINLEY
Notary Public

STATE OF OHIO

PLEASE NOTE: Failure to properly complete and submit SBE-1, SBE-2 and SBE-3 (if applicable) will result in bids/proposals being ruled non-responsive.

Cuyahoga County

My Comm. Exp. 6/27/15



Dave Yost Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: Johnson Controls, Inc

Date: 03/14/2012

This search produced the following list of possible matches:

18 Possible matches were found

Name/Organization	Address
Johns, Jodi	420 East North Street Deshler, OH 43516
Johns, Ann	400 Greenler Road, Unit 1505 Defiance, OH 43512-4201
Johnson, Donna	4836 Utah Street San Diego, CA
Johnson, Donna	4836 Utah Street San Diego, CA 92116
Johnson, Ernest	, OH
Johnson, Ernest	4836 Utah Street San Diego, CA
Johnson, Ernest	4836 Utah Street San Diego, CA 82116
Johnson, Jerome	2378 North Bend Rd. #4 Cincinnati, OH 45239
Johnson, Marcia A.	, OH
Johnson, Mary	1853 Finley Chapel Rd. Wellston, OH 45692
Johnson, Steven	110 East Main Street, Apartment 611 Lebanon, OH 45036
Johnson, Steven	1110 East Main Street Lebanon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 511 Lebanon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 611 Lebanon, OH 45036
Johnson, Steven	1110 East Main Street, Apartment 611 Lebanon, OH 45036
Johnson, Steven	4027 Shaker Road Franklin, OH 45005
Johnson, Suzanne	33336 Happy Hollow Road Rutland, OH 45775
Johnson, Tony	803 S. Center Street Springfield, OH 45506

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.