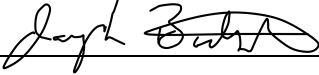


## CHANGE ORDER

Performance Contract dated <b>April 23, 2019</b> between Johnson Controls, Inc. and Customer	Change Order No. <b>3</b>	Date (mo/day/yr) 9/28/2020
Customer: City of La Crosse, WI		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
The parties wish to add to the Scope of the Work in the Contract. JCI has amended its original scope of work to include the work identified in Schedule 1c – Scope of Work below. This Change Order does not modify the Assured Performance Guarantee of the contract. Customer agrees that modifications to the HVAC systems performed under this CO may increase the energy consumption in each building impacted by the work due to the nature of the design modifications.		
After the execution of Change Order 3, JCI shall provide a revised Schedule of Values and revised Construction Schedule that shall apply to the combined Scope of Work. The additional Contract Price and the additional time for completion provided below modify the Contract Price and time for completion provided in the Contract such that the Guarantee Term shall begin upon completion of the entire Scope of Work as outlined in the Contract and this Change Order 3. JCI has amended the Price and Payment Terms of the original Agreement and any executed change orders to reflect the additional price based on the Scope of Work, attached as Schedule 1c.		
Refer to Schedule 1c - Scope of Work (below) Refer to Schedule 3c - Customer Responsibilities (below) Refer to Schedule 4c - Price and Payment Terms (below) Refer to Attachment 1 - COVID-19 Product and Services Rider fully executed by City of La Crosse and Johnson Controls. Included and made part of change order CO-3 as a separate attachment to this document.		
Current Total Performance Contract amount including all Change Orders	\$	6,041,441.00
Total amount of this Change Order .....	\$	109,410.00
Total Performance Contract amount as revised by this Change Order .....	\$	6,150,851.00
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input checked="" type="checkbox"/> unchanged.	(mo, day, yr)	
The new completion date resulting from this Change Order is:	12/31/2020	
<input type="checkbox"/> [check if applicable] The manner of determining Project Benefits changed as follows: No Changes to Project Benefits		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
<b>JOHNSON CONTROLS, INC.</b>	<b>CUSTOMER</b>	
Signature: 	Signature:	
Printed Name: Joseph Boetsch	Printed Name:	
Title: Area General Manager	Title:	

## Performance Contract - Change Order 2

### Schedule 1c – Scope of Work

Scope of Work modifications to the Performance Contract are as follows:

#### **City Hall Scope of Work:**

- JCI will provide power to the equipment.
- JCI will furnish one hand held AlphaLab Inc ionization Air Ion Counter will be furnished
- Johnson Controls will provide and install the following equipment:
  - Qty (1) GPS iMod-60-Snap Modular NPBI System(s) with 2 rows of iMod bars, AHU Tag: S-1
  - Qty (1) GPS iMod-60-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: S-2
  - Qty (1) GPS iMod-66-Snap Modular NPBI System(s) with 2 rows of iMod bars, AHU Tag: S-3
  - Qty (1) GPS iMod-102-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: S-4
  - Qty (1) GPS iMod-54-Snap Modular NPBI System(s) with 2 rows of iMod bars, AHU Tag: S-5
  - Qty (1) GPS iMod-48-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: S-7
  - Qty (1) Qty (1) AlphaLabs portable Air Ion Counter
  - Qty (6) GPS iDetect-P sensors located locally on each AHU
- Train customer on operation and cleaning
- Clean work site

#### **Library Scope of Work:**

- JCI will provide power to the equipment.
- JCI will furnish one hand held AlphaLab Inc ionization Air Ion Counter will be furnished
- Library - JCI will run a low voltage wire pair from the ionization system on each AHU to the AHU's local temperature control panel. Wire will be coiled inside the panel for future tie in and connection to the BAS system. Final tie in of the low voltage wires & programming are not included in the work.
- Johnson Controls will provide and install the following equipment:
  - Qty (1) GPS iMod-42-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AH-1
  - Qty (1) GPS iMod-84-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AH-2
  - Qty (1) GPS iMod-120-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AH-3
  - Qty (1) GPS iMod-48-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AHU-4
  - Qty (1) GPS iMod-54-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AHU-5
  - Qty (1) GPS iMod-66-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AHU-7
  - Qty (1) GPS iMod-54-Snap Modular NPBI System(s) with 1 row of iMod bars, AHU Tag: AHU-8
  - Qty (1) Qty (1) AlphaLabs portable Air Ion Counter
  - Qty (7) GPS iDetect-P sensors located locally on each AHU
- Train customer on operation and cleaning
- Clean work site

#### **Completion Date:**

- Time is of the essence in the performance of this work.
- Upon execution of this Change Order, the materials will be placed on order. Current lead times are approximately 4 weeks.
- Upon receipt of materials, JCI will work with the La Crosse City Hall and Library to schedule the product installation. Any delays in material deliveries and/or access to the areas of work may affect the completion date.

## Performance Contract - Change Order 2

### Not Included in this Proposal:

- All Asbestos Containing Materials (ACM's) and hazardous material abatement. Any ACM's or hazardous materials associated with the work which requiring testing and/or abatement shall be brought to the attention of the City of La Crosse.
- No Permanent Space Readers of Ionization levels are included
- No local or state permit is included or required
- Air balance of existing fan systems
- City Hall – No analog wires will be run from the ionization systems to the local AHU temperature control panels.
- Library - Final tie in of the low voltage pair of wires coiled in each of the AHU temperature control panels and programming of the BAS system are not included in the work
- Off hours work. (Normal business hours M-F, 7-4 assumed)
- Connection to existing Building Management System
- Any work not specifically identified above as included in the scope of work.

### **Schedule 3c - Customer Responsibilities**

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Provide JCI access to the AHU's during normal working hours for completion of the work
2. All items identified in the Schedule 1c section Not Included in this Proposal if required.
3. Owner will allow JCI to shut down each AHU in order to perform the work.

### **Schedule 4c – Price and Payment Terms**

Customer shall make payments to JCI pursuant to this Schedule 4c.

1. Work. The price to be paid by Customer for the Work shall be \$109,410. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due:	50%	\$54,705 due November 1, 2020
Second payment due:	50%	\$54,705 due December 1, 2020 or upon final completion

### **Attachment 1 – COVID-19 Product and Services Rider**

[ See next page ]

Attachment 1 – COVID-19 Product and Services Rider

COVID-19 Product and Services Rider

This Rider is agreed to by the Johnson Controls affiliate identified in the signature line below ("JCI"), and the customer identified in the signature line below (the "Customer") as of the Rider Effective Date (as defined below), and supplements the terms of an agreement or agreements executed by both of JCI and Customer and/or the quantity, price and delivery terms set forth in orders accepted by JCI, under which JCI will supply certain Rider Products and/or Rider Services (each as defined below) to Customer (each, an "Operative Agreement"). Therefore, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Rider Products and Rider Services. The "Rider Products" are as follows: (a) Body Temperature Detection Systems; (b) Location based contact tracing and social distancing measurement systems; and/or (c) Building infection control products, including but not limited to disinfecting UV or UVC light offerings, flexible facility software, bipolar ionization products, and/or the coordination of such devices or HVAC devices for the purpose of pandemic mitigation. The "Rider Services" means any professional or consulting services performed by JCI for Customer in connection with the Rider Products or otherwise relating to Customer's response to COVID-19.

2. Rider Product Terms - General.

a. JCI Does Not Warrant Safety from Contagions; Other Warranty Terms. The Rider Products and Rider Services are intended to be used as tools for helping Customer manage its response to the unknown and challenging environment in which Customer is working to address the unprecedented COVID-19 pandemic, or to be better prepared for future outbreaks of COVID-19. JCI cannot guarantee that the Rider Products or Rider Services will prevent the spread of severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2"), which causes coronavirus disease 2019 ("COVID-19"), or keep any person safe. JCI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE RIDER PRODUCTS OR RIDER SERVICES WILL DETECT THE PRESENCE OF, OR ELIMINATE, PREVENT, TREAT, OR MITIGATE THE SPREAD, TRANSMISSION, OR OUTBREAK OF, SARS-COV-2, COVID-19 OR ANY OTHER PATHOGEN, DISEASE, VIRUS, OR OTHER CONTAGION (collectively, "Contagion Events"). Without limiting the foregoing, the warranty terms in effect from time to time at www.johnsoncontrols.com/covidwarranty, as such terms may be modified from time to time by JCI, are hereby incorporated into this Agreement by this reference and shall apply to the Rider Products and Rider Services. THE WARRANTIES SET FORTH AT www.johnsoncontrols.com/covidwarranty (IF ANY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; JCI EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

b. Rider Product Indemnity. Customer agrees to indemnify, defend, and hold JCI harmless from any and all claims (including, without limitation, claims for personal injury, death or property damage), damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to (i) a Contagion Event; (ii) Customer's or its customers' use of the Rider Products or Rider Services, including, without limitation, any claims, suits, actions or proceedings relating to or arising from (x) a failure by the Rider Products or Rider Services to detect the presence of, or eliminate, prevent, or mitigate the spread, transmission, or outbreak of, a Contagion Event or (y) invasions of privacy; (iii) a breach by Customer of this Agreement (as defined below); or (iv) the negligence or recklessness of, willful misconduct of, or violation of applicable laws, ordinances, or regulations by, the Customer or any of its employees or agents or third parties. Notwithstanding the foregoing, in no event shall Customer be required to indemnify, defend or hold JCI harmless to the extent the claims, damages, losses, liabilities, costs or expenses result from JCI's negligence or willful misconduct.

c. Limitation of Damages Relating to Rider Products and Rider Services. CUSTOMER SHALL SOLELY BEAR ANY AND ALL LIABILITY ARISING FROM CONTAGION EVENTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING STRICT LIABILITY), EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF JCI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (i) DAMAGES, SUCH AS PERSONAL INJURY OR ILLNESS, DEATH OR PROPERTY DAMAGE, RELATED TO, ARISING OUT OF, OR CAUSED BY CONTAGION EVENTS; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (iii) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND/OR (iv) BUSINESS INTERRUPTION. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF JCI ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE) SHALL BE LIMITED TO THE GREATER OF (A) FEES PAID BY CUSTOMER FOR THE APPLICABLE RIDER PRODUCT OR RIDER SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY AND (B) USD \$100,000.

d. Software Terms. Use, implementation, and deployment of the software and hosted software products that constitute, or are included in, the Rider Products or Rider Services offered under this Agreement ("Software") shall be subject to, and governed by, JCI's standard terms for such Software and Software-related services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"), which applicable Software Terms are incorporated into this Agreement by this reference.

e. Compliance with Law. Customer is solely responsible for compliance with all applicable laws, regulations and authorizations relating to Customer's use of the Rider Products and Rider Services, including but not limited to any laws, regulations and authorizations pertaining to personal data protection, privacy and security, any laws relating to the collection or processing of biometric or health information, or any laws requiring notice or consent of persons with respect to Customer's collection or processing of biometric or health information.

3. Product-Specific Terms. In addition to the general Rider Product terms set forth in Section 2, the applicable product-specific terms for the Rider Products in effect from time to time at www.johnsoncontrols.com/covidproductterms, as such terms may be modified from time to time by JCI, are hereby incorporated into this Agreement by this reference and shall apply to the applicable Rider Products to which the terms relate.

4. Entire Agreement. Notwithstanding anything to the contrary contained in the Operative Agreement, to the extent of any inconsistency or conflict between the terms of this Rider and the terms of the Operative Agreement, the terms of the Operative Agreement are superseded, and the terms of this Rider shall govern. In all other respects, the Operative Agreement remains in effect in accordance with its terms. There are no conditions to the effectiveness of this Rider. This Rider and the Software Terms, together with the consistent terms and conditions of the Operative Agreement, constitutes the entire agreement on the subject matter hereof (this "Agreement"), superseding all prior written and oral communications and negotiations; no additional or different terms set forth in any of the Customer's forms, correspondence or other communications shall apply. Except as otherwise expressly set forth herein, this Agreement may not be amended or altered except as mutually agreed by the parties in a signed writing. This Rider may be executed in multiple counterparts, all of which when taken together shall constitute one single agreement between the parties; signed counterparts exchanged as scanned copies sent by e-mail will have the same force and effect as a signed original.

The parties have executed this Rider to be effective as of the date last signed below (the "Rider Effective Date").

JCI: [Insert JCI Affiliate Legal Name]
By: [Signature]
Name/Title: Joseph Boetsch, AGM
Date: 9/29/20

Customer: [Insert Customer Legal Name]
By: Dan Trussoni - City of La Grasse
Name/Title: Grounds Manager
Date: 9-25-20