City of Lawton

City Council

Addendum Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, April 28, 2026 **6:00 PM** **Lawton City Hall**
Wayne Gilley Auditorium

Addendum Business Items

1. Consider and take action to approve a contract with Johnson Controls, Inc (JCI) for installation of energy improvement measures and replacement of HVAC equipment at the Medicine Park Water Treatment Plant (MPWTP), City Hall and the Owen Multi-Purpose Center for a total contract amount of $5,811,901. The contract is approved subject to Legal completing its review and corrections made to final contract language.

Item Title:
Consider and take action to approve a contract with Johnson Controls, Inc (JCI) for installation of energy improvement measures and replacement of HVAC equipment at the Medicine Park Water Treatment Plant (MPWTP), City Hall and the Owen Multi-Purpose Center for a total contract amount of $5,811,901. The contract is approved subject to Legal completing its review and corrections made to final contract language.

Initiator: Willie Whisenhunt, Director, John Ratliff, City Manager

Information Source: Willie Whisenhunt, Director, Larry Parks, Director, Chandra Young

Background:
The Process and Oversite Committee met on November 19, 2025 and passed a motion recommending that the contract be sent to City Council for approval.
City Council approved the agreement December 9, 2025.
The agreement of Johnson Controls, Inc (JCI). provides for the development of Facility Improvement Measures at several city-owned facilities and will provide energy cost savings, operational cost savings and/or future capital expenditure avoidance and, where possible, assist the City by providing additional improvements to reduce the City's deferred maintenance backlog or other desired facility improvement measures not affordable otherwise.
Below is a preliminary list of those improvements that will be investigated:

- HVAC Improvements, Large and Small Mechanical
- HVAC Controls Upgrades
- LED Lighting Upgrades
- Building Envelope Upgrades
- Central Plaza Domestic Water Improvements
- HVAC Service Partnership Plan

Upon completion of project development, Johnson Controls, Inc. shall deliver to the City:
a. A written description of each FIM proposed to be implemented
b. A preliminary schedule for construction and implementation of the project.
c. A summary of the Measurement & Verification plan, that will be used for each FIM.
d. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome, such as financing, M&V, energy cost savings, operational cost savings and future capital expenditure avoidance.
e. A FIM offer by JCI to implement the project in compliance with Oklahoma State §62-318.

The process of the energy and equipment audit was conducted through the initial contract referenced above. The critical improvements(FIM) outlined three facilities (MPWTP, City Hall, and Owen Multi-Purpose Center) that need energy upgrades and replacement of the aged HVAC systems. The three facilities have been identified as the priority for the initial improvements. The Energy Improvements provides an Assured Performance Guarantee to offset part of the project cost.

The project uses funds budgeted for FY26, and to be scheduled in FY27 and FY28.

Correlation to the True North Statement:
Maintenance and Efficiency of City Facilities meet the "TRUE NORTH CULTURE STATEMENT" for Efficiency and Our Pursuit of Excellence.,

Exhibit:
Contract agreement with JCI

Key Issues:
Does the City Council wish to make improvements in HVAC equipment and efficiency at the MPWTP, City Hall, and Owens Multi-Purpose Center?

Funding Source:
MP Capital Outlays FY2026 and FY2027 $1.2m/year total of $2.4m
MP CIP FY2026 $293,332
Owens CIP FY 2026 $1,457396
City Hall - General Fund (City at Large) FY2026 $162,290; FY2027 $677,220; FY2028 $821,662 (includes the $50K)

Recommended Action:
Approve a contract with Johnson Controls, Inc (JCI) for installation of energy improvement measures and replacement of HVAC equipment at the Medicine Park Water Treatment Plant (MPWTP), City Hall and the Owen Multi-Purpose Center for a total contract amount of $5,811,901. The contract is approved subject to Legal completing its review and corrections made to final contract language.

ATTACHMENTS:
1. City of Lawton and Johnson Controls Contract - JCI Executed

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PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 28th day of April 2026 between:

PARTIES

Johnson Controls, Inc. ("JCI")
2835 S. Utah Ave.
Oklahoma City, OK 73108

and

City of Lawton ("Customer")
212 SW 9th St.
Lawton, OK 73501

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer, in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the Assured Performance Guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **NON-APPROPRIATION CLAUSE.** This Contract is subject to annual appropriations of the Lawton City Council and the provisions of the Contract shall remain in full force and effect unless the City Council fails to appropriate monies in any fiscal year budget applicable to this Contract for the payment of indebtedness created by this Contract for the next fiscal year.

3. **AGREEMENT DOCUMENTS**: In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

   Schedule 1 –Scope of Work
   Schedule 2 – Assured Performance Guarantee
   Schedule 3 – Customer Responsibilities
   Schedule 4 – Price and Payment Terms
   Attachment 1 – Form of Notice to Proceed
   Attachment 2 – Form of Change Order
   Attachment 3 – Form of Certificate of Substantial Completion
   Attachment 4 – Form of Certificate of Final Completion

   Appendix Attachments:
   FIM 1.1 Attachment 1.pdf
   FIM 1.1 Attachment 1.xlsx
   FIM 2.0 Savings Calculation Attachment.pdf
   FIM 2.1 Attachment 1.pdf
   FIM 2.1 Attachment 2.pdf
   FIM 2.3 Attachment 1.pdf

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FIM 2.4 Attachment 1.docx
FIM 2.4 Attachment 1.pdf
FIM 2.5 Attachment 1.docx
FIM 2.5 Attachment 1.pdf
FIM 2.5 Attachment 2.pdf
FIM 4.1 Attachment 1.pdf
FIM 4.1 Attachment 2.xlsx

4. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3.

   For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. ***Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder***. Either party shall have the right to terminate this agreement upon thirty (30) days written notice to the other; provided that if Customer so terminates JCI for convenience, JCI shall be entitled to prompt payment for its Work performed up to the effective date of termination, in addition to demobilization costs and (if applicable) subcontractor break fees or other costs reasonably incurred by reason of such termination.

5. **DELAYS AND IMPACTS.** If JCI is delayed or impacted in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure Event (as defined below); a change in Law; an increase of 5% or more in the cost of any parts, materials or supplies to be used in the project between date of contract and date of installation; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price, scope and payment terms, and the Assured Performance Guarantee shall be made.

6. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

7. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown)

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that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

8. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. JCI does not guaranty that any Improvement Measures will perform in accordance with the manufacturer's specifications over the term of this Agreement, other than with respect to the limited warranty applicable to equipment actually manufactured by JCI, or if the performance failure is related to JCI's workmanship within the one (1) year warranty period, each as described above. Customer's sole remedy for failed or non-performing Improvement Measures not related to JCI's workmanship is to pursue claims under any manufacturer's warranty claims then in effect. No warranty extends to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment. JCI makes no and specifically disclaims all representations or warranties that the Work (and any related, associated, or suggested third-party products, services, or software) will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

9. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

10. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, interpretations, tariffs, duties, quotas, and lawful orders of public authorities (collectively "Law" or "Laws") in connection with its performance hereunder.

11. **HAZARDOUS MATERIALS.**

A. JCI shall be responsible for removing or disposing of any JCI Hazardous Materials and for the remediation of any areas to the extent impacted by the release of JCI Hazardous Materials. For any 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 Work. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no asbestos containing materials are present, and Customer shall at its own cost and expense provide such certification for buildings it owns or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work in the facility that could disturb such asbestos

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containing materials. If Customer becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, it will immediately provide notice to JCI. Upon such notice, or if JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, JCI shall promptly stop the Work in the affected area. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work.

B. Definitions Applicable to this Article 10:

1. "Hazardous Materials" – Hazardous Materials are any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable laws relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. Hazardous Materials specifically includes without limitation mold, lead-based paint and asbestos containing materials.
2. "JCI Hazardous Materials" – JCI Hazardous Materials are any Hazardous Materials brought onto Customer's premises by JCI in providing the Work.
3. "Non-JCI Hazardous Materials" – Non-JCI Hazardous Materials are any Hazardous Materials located on, about or under Customer's premises, other than JCI Hazardous Materials.

12. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

13. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

a. Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;

b. Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and

c. the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters, and represents that it has independently determined its entry into this Agreement complies with applicable procurement rules, regulations, and/or Laws. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

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14. INSURANCE. JCI shall maintain insurance in the amounts set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self-insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

15. INDEMNIFICATION. To the fullest extent permitted by applicable Law, JCI shall indemnify Customer for all damages, losses and expenses with respect to any third-party claims against Customer for personal injury (including death) or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligence or willful misconduct of JCI in fulfilling its obligations under this Agreement.

16. LIMITATION OF LIABILITY. Neither JCI nor Customer will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue, loss of use, or similar damages, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement, the Work, the Improvement Measures, the premises, the M&V Services, or otherwise. JCI's liability under this agreement, regardless of the form of action, shall in no event exceed the amount of the payments actually received by JCI under schedule 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

17. FORCE MAJEURE EVENTS. Neither party will be responsible to the other for damages, loss, injury, or delay caused by Force Majeure Events. As used herein, "Force Majeure Events" are conditions that are beyond the reasonable control and without the intentional misconduct or negligence of a party, either foreseeable or unforeseeable, including, without limitation, severe weather, flooding, seismic disturbances, acts of God, acts or omissions of government agencies, condemnation, strikes, labor disputes, epidemics, pandemics, disease, quarantines or other public health risks and/or responses, fires, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, data breach, cyber-attacks, ransomware, or unavailability, delayed delivery or unavailability of material or labor. If a party is delayed in achieving one or more of its schedule milestones set forth in the Agreement due to a Force Majeure Event, the affected party will be entitled to extend the relevant completion date by the magnitude of the Force Majeure Event plus additional time to overcome the effect of the delay.

18. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third-party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in

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connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

19. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith.

20. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted, and that Venue shall be proper in Comanche County, Oklahoma or the Western District of Oklahoma.

21. **179D BENEFITS.** As a result of JCI's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to JCI as the party primarily responsible for designing energy efficiency improvements implemented at Customer's facilities. Congress provided in IRC 179D(d)(4) for tax-exempt owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here JCI. Customer hereby agrees to allocate to JCI such deduction and any similar deduction enacted by Congress to replace IRC 179D. Customer shall cooperate with JCI by executing and promptly returning to JCI a written allocation and declaration required by IRC 179D. JCI will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation provided for Customer's execution. Notwithstanding anything to the contrary herein, Customer makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by JCI. JCI assumes all risk related to such allocation and deduction.

22. **CONSENTS; APPROVALS; COOPERATION**. Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. JCI shall have the right to subcontract its obligations with written notice to Customer (if such notice is requested). Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

23. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

24. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

25. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

26. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

27. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties

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to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

28. HEADINGS. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

30. NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Area General Manager; with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Solutions North America, 5757 N Green Bay Avenue, Milwaukee, Wisconsin, 53209; and to Customer at the address listed on the first page of this Agreement.

31. SOFTWARE AND DIGITAL SERVICES.

A. Use, implementation, and deployment of software, digital enabled services, and hosted software products ("Software") offered under this Agreement shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms, and the standard terms of any third-party software or digital solutions referenced in Schedule 1 (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. For avoidance of doubt, if Customer subscribes to or purchases third-party software, services, or products ancillary to, in furtherance of, or otherwise associated with the Work, the terms between Customer and the third-party shall control that transaction; JCI disclaims all warranties, representations, and liabilities as to software, services, or products of such a third-party. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

B. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect data, hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

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CITY OF LAWTON

Signature:_____

Printed Name:_____

Title:_____

Date:_____

JOHNSON CONTROLS, INC.

Signature: DocuSigned by: Matthew Singleton 46E926B1675B49F...

Printed Name: Matthew Singleton

Title: Area General Manager

Date: 4/27/2026

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SCOPE OF WORK

JCI will provide Customer with the scope of work (Work) identified on this Schedule. JCI shall supervise and direct the Work and shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the Work under this Agreement. JCI shall be responsible to pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the execution and completion of the Work. Completed work will be installed and inspected in accordance with local governing codes at the time of execution of this Agreement.

The following table summarizes the Facility Improvement Measures (FIMs) to be implemented for this project.

FIM	FIM Type	Description
1.0	**Lighting**	Lighting LED Upgrade
1.1	Lighting	Interior and Exterior LED Upgrade
2.0	**HVAC**	Heating, Ventilation, and Air Conditioning (HVAC) Replacements
2.1	HVAC	Chill Water System Improvements at City Hall
2.1.1	HVAC	Ductwork Modification at City Hall
2.2	HVAC	Hot Water System Improvements at City Hall
2.3	HVAC	Unitary Replacements
2.4	HVAC	Exhaust Fan Replacements
2.5	HVAC	Makeup Air Unit / Outdoor Air Unit Replacements
2.6	HVAC	Test and Balance Report for City Hall
2.7	HVAC	Temporary Air Services
4.0	**BE**	Building Envelope
4.1	BE	Air Infiltration Improvements

General Work

- Final engineering work for each FIM shall be provided as described in this scope of work. Once final engineering work is complete, some modifications to outlined scope of work may be required. No modifications shall be made to the Work without prior approval of the Customer.
- Customer agrees to review and approve equipment and product submittals within fifteen (15) working days after receipt from JCI.
- One each electronic copy and four hard copies of the Operations and Maintenance (O&M) manuals of equipment shall be submitted to Customer at completion of the construction phase of the project.
- One each electronic copy and four hard copies of as-built construction drawings for applicable FIMs will be submitted to the Customer at completion of the construction phase.
- JCI shall provide one each electronic copy of as-built lighting table with updated fixture counts to reflect actual lamps/ballasts/ fixtures installed.
- With prior notification to JCI, a minimum of ten (10) business days prior to the scheduled start of demolition, Customer retains the right to keep any removed equipment or material, unless specified differently in other areas of this scope of work.
- Work will be coordinated with Customer personnel to minimize interruptions and delays.
- Materials being installed shall be new unless otherwise specified in this scope of work.
- Necessary protection will be provided to avoid damage to adjacent services in the surrounding work areas.
- The JCI Safety Specifications will be followed at all times. Any safety violations will be addressed immediately. Work will not continue until any unsafe conditions are corrected.

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- JCI shall be given ample notice for security clearance procedures required for access to any facility included in this scope of work.
- Customer to provide, at no cost to the project, required personnel for escort(s) in, and access to the Customer buildings for multiple installation trades so not to impede the construction work and schedule.
- JCI shall perform end-of-work cleanup consistent with standard construction practices and project safety requirements.
- Johnson Controls shall coordinate trade code inspections applicable to the Work.
- JCI shall provide one-time training to designated Customer staff for the Work as defined in the FIM sections below.
- JCI will support Customer in procuring any applicable scope related utility rebates.
- JCI personnel and their subcontractors will be permitted to park and use restroom facilities onsite during construction. JCI and its subcontractors agree to use designated staff bathrooms and Customer shall provide necessary access and keys to staff facilities during the duration of the project.
- JCI shall provide general supervision of JCI-retained subcontractors while they are onsite performing work within the contracted Scope of Work.

General Exclusions

- Hazardous Materials: Unless specifically noted in this scope of work, JCI's obligations expressly exclude any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, in or on the premises.
- Unless specifically noted in the project scope of work, any structural modifications to existing equipment and infrastructure that is required due to previously unknown structural conditions.
- Code upgrades for existing infrastructure and equipment scheduled to remain.
- Repair or replacement of defective mechanical, electrical or controls equipment, and the electrical distribution system, except the equipment described to be replaced in the scope of work (JCI will identify the location of defective equipment and notify Customer personnel).
- Test and Balance of existing systems, unless specified in the scope of work.
- Correction of existing building ventilation conditions and indoor air quality issues not included in this scope of work are excluded.
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition.
- Repairs or upgrades to bring the existing systems up to code, including egress and Americans with Disabilities Act (ADA) code compliance issues.
- Resolution of existing design, service, and or distribution conditions known or unknown.
- Correction of any existing applicable building code violations and Federal ADA violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy.
- Temporary space conditioning unless otherwise identified in a FIM scope of work.
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the scope of work.
- Network jacks. (All new network jacks will be furnished and installed by Customer).
- Any Direct Digital Control (DDC) controllers required for future capacity.

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- Recertification of fire alarm system. Johnson Controls shall notify the Customer if any observed damage to the existing fire alarm system is identified during execution of the Work.

FIM 1.1: Lighting - Interior and Exterior LED Upgrade

This FIM will install new LED lamps in existing fixtures, and/or replace the fixtures according to the lighting retrofit detailed in *FIM 1.1 Attachment 1*. Retrofitting the fixture reduces electrical power (kW) consumption, resulting in electrical energy savings. The following buildings are in scope.

Table FIM 1.1-1: Building Scope

Sites	Address	Square Feet
Medicine Park WTP (exterior only)	82 E Lake Dr	65,000
Dr. E. A. Owens Multipurpose Center	1405 SW 11th St, Lawton, OK 73501	21,500
City Hall	212 SW 9th St	135,000
	Total	221,500

The following definitions expand on the type of solution proposed in *FIM 1.1 Attachment 1*.

Table FIM 1.1-2: Type of Solution Proposed

Area ID	(NR)/No Measure Recommended	(RET)/ Retrofit	(LAMP)/ Relamp	(IN)/New/ Replacement Fixture	(SEN)/ Occupancy Sensor	Total Count
City Hall	460	729	13	0	29	1231
City Hall - Exterior	34	10	2	5	0	51
Owen Community Center	52	218	4	12	84	370
Owen Community Center - Exterior	6	14	0	0	0	20
Medicine Park WTP - Exterior	7	0	0	33	0	40

- (NR) No Measure Recommended: No upgrade solution proposed.
- (RET) Retrofit: Installation of LED lamps or tubes. Includes removal and disposal of existing lamps and ballasts. LED lamps or tubes will be direct wired or installed with an LED driver. Existing fixture and lens to remain “as-is.”
- (LAMP) Relamp: Replacement of non-ballasted lamps with LED replacements (i.e. screw-in). Includes removal and disposal of existing lamps. Existing fixture and lens to remain “as-is.”
- (IN) New/Replacement Fixture: Removal and disposal of existing fixture and installation of new LED fixture.
- (SEN) Occupancy Sensor: Installation of sensors in specified spaces. Proposed sensors types include wall switch, wireless ceiling-, corner- and hallway-mounted sensors The detail regarding which sensor is proposed in which room is defined in *FIM 1.1 Attachment 1*.

Interior Lighting

Please refer to *FIM 1.1 Attachment 1* for additional details.

Main Areas Including

- Hallways, Offices, Breakrooms, Restrooms, and Multi-Purpose rooms:
  - The lighting in these areas is primarily comprised of 17W T8, 28W T8, 32W T8 and 54W T5HO fluorescent fixtures. There are also a variety of fixtures with incandescent and compact fluorescent lamps.

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  - The existing linear fluorescent fixtures will be retrofitted with Type B TLED tubes. The incandescent and compact fluorescent lamps will be re-lamped with LED lamps. The LED lamp color will be subject to a mutually agreed upon approach between JCI and the Customer.
  - There are existing fixtures that are LED and will remain as-is.
- Wireless occupancy sensors or wall switch sensors will be installed in select areas: Fitness/Gym
  - The lighting in the fitness rooms or gyms is primarily comprised of high bays with linear 54W T5 fluorescent fixtures.
  - The existing high intensity discharge high bays will be retrofitted with new LED fixtures.

Exterior Lighting

- The existing exterior fixtures are primarily recessed cans, floods, pole fixtures and wall packs. There is a mix of incandescent, HID (high intensity discharge) lamps and LED.
- JCI will replace and/or retrofit with the following solutions:
  - Recessed cans will be retrofitted with LED lamps.
  - Wall packs will be replaced with new LED fixtures.
  - Pole attached fixtures will be replaced with new LED fixtures.
  - The existing LED fixtures are excluded from scope and will remain as-is.
- Please refer to *FIM 1.1 Attachment 1* for additional details.

Demolition and Removal

- Existing lamps and ballasts associated with the referenced scope of work will be removed and properly disposed of according to local codes regulations in force at the time of contract signing.

Installation Work

- JCI will furnish materials, labor, and necessary equipment to complete the detailed scope of work shown in *FIM 1.1 Attachment 1*, room by room description.

Inclusions

- Turnkey project, which includes material, labor, engineering, design, and recycling/disposal costs.
- Pricing assumes 100% access will be granted to all facilities during the construction schedule. Keys, escort, and security clearance requirements will be provided in a timely manner.
- All work shall be performed in accordance with industry standards and approved safety practices. Professional performance by licensed, insured, and certified personnel skilled in lighting retrofit services.
- Lamps and ballasts removed as part of the work shall be recycled and/or disposed of in compliance with applicable regulations in effect at the time of contract signing.
- All work performed during standard 40-hour work week, Monday through Friday; weekends or overtime not included.
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general are assumed to be operational working order and compliant with current electrical code requirements.
- JCI shall be given ample notice for security clearance procedures required for access to any facility included in *FIM 1.1 Attachment 1*, room by room description of work.
- Maintenance stock of 1.5% of lamps and drivers is included in this Agreement.

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- If specified materials become either temporarily or permanently unavailable for reasons beyond the control of JCI, then the expected time for performance of the work will be extended. JCI reserves the right to provide equivalent substitutions at no price increase with Customer approval.
- Where ULB listed tubular LED lamp (TLED) retrofits are proposed, the tubes will be direct wired, and the existing ballast will be removed.
- Where retrofits of existing fixtures are proposed, the scope includes wiping down prismatic lenses with dry cloth.
- Design illumination levels: Existing lighting systems were designed based on Illuminating Engineering Society of North America (IESNA) recommended practices. Industry standards have been used as a guide, primarily the most recent edition of the IESNA, IESNA Recommended Practice documents, IESNA Design Guides and IESNA Lighting Library.
- Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to an inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration, or new construction, this will be brought to the attention of the Customer.
- LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
- Existing and post-installation illumination levels have been/will be measured in accordance with procedures recommended by IESNA using a light meter.
- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Exclusions

- Stamped engineered drawings are not included in scope of work.
- Replacement or repair of concrete pole footings or rusted bolts on footings.
- Existing light poles will be reused. Repair of wiring to poles, if required, is not included.
- Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair, and replacement throughout the term of the guarantee.
- Lighting poles will be checked for correct voltage. If any hazardous voltage is noted, work on that pole will be stopped and the Customer and/or the utility company will be notified immediately to correct the fault before any work be performed.
- Existing task lighting, equipment lighting, and table type light fixtures unless specified in *FIM 1.1 Attachment 1*, room by room description of work.
- Removal or replacement of ceiling tiles unless specified in *FIM 1.1 Attachment 1*, room by room description of work.
- Existing decorative and stage light fixtures unless noted in *FIM 1.1 Attachment 1*, room by room description of work.
- The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in *FIM 1.1 Attachment 1*, room by room description of work. If foot-candle levels do not meet minimum standards, the Customer will be notified.
- Reconfiguration of existing fixture layout unless otherwise noted in *FIM 1.1 Attachment 1*, room by room description of work.
- Replacement of existing wiring and/or electrical issues in exterior fixtures.

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- Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
- Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
- Double or bi-level switching of in-board and out-board sockets is not included unless specified in *FIM 1.1 Attachment 1*, room by room description of work.

Training

- No training shall be provided for this FIM.

Rebates/Grants and Incentives

- JCI researched available utility rebate incentive programs with the city's utility providers. Public Service Co of Oklahoma is the only utility provider that offers rebate incentives for the city. JCI will help pursue available grants or rebates that the Customer will qualify for.
- The provided rebate incentive values are estimates based on proposed scope only and subject to the utility's rebate program terms and conditions. Therefore, they are not guaranteed.
- JCI shall provide any available rebates to the Customer.

Warranty

- City shall be responsible for installation of warranted lamps beginning at the date of Substantial Completion.
- JCI workmanship will be warranted for a period of one (1) year from Substantial Completion.
- Material Warranties – Manufacturer warranties of fixtures installed as part of the project are covered by the individual manufacturer's published documentation. JCI will furnish contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
- Material Warranties – The warranty period begins at the date of Substantial Completion.
- Material Warranties – Non-workmanship material failures associated with newly installed equipment shall be warranted by the respective manufacturers as indicated in the following table.

Table FIM 1.1-3: Warranty Table

Lighting Component	Manufacturer	Material Warranty
LED Interior Fixtures	Keystone or approved equivalent	5 years
LED Exterior Fixtures	Keystone, MaxLite or approved equivalent	5 years
LED T5 - T8 Lamps	Keystone or approved equivalent	5 years
Screw-in LED Lamps	Keystone or equivalent (depending on final product)	3

Closeout

JCI shall provide the following closeout documents:

- Product data for new equipment installed.
- Warranty information for new equipment installed including any extended warranties.

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FIM 2.1: HVAC – Chill Water System Improvements at City Hall

Chiller Replacements

The intent of this scope of work is to replace two (2) air-cooled chillers listed in Table FIM 2.1-1 with new high-efficiency chillers with BACnet interface. The existing primary chilled water pumps, in Table FIM 2.1-2, serving these chillers shall also be replaced with higher capacity (GPM) replacements. New pumps shall be provided with VFDs with BACnet interface. The existing chilled water system is charged with 50% Propylene Glycol. This scope of work includes replacing the Propylene Glycol solution with a 40% Ethylene Glycol solution to protect the system in freezing conditions and provide better heat transfer qualities than the Propylene Glycol solution.

Table FIM 2.1-1: Chiller Replacements

Site	JCI Tag	Unit Tag	Manufact.	Model No.	Serial No.	Volt	Phase	Tons	Refrig.
City Hall	155	CHLR1	York	YCIV0177PA46VABB	RMTM024177	460	3	177	R-22
City Hall	156	CHLR2	York	YCAS0180EC46XGASDT	RLSM020695	460	3	180	R-410a

Table FIM 2.1-2: Chilled Water Primary Pump Replacements

Site	JCI Tag	Unit Tag	Manufact.	Model No.	Serial No.	Volt	Phase	Hp	GPM	Head FT
City Hall	161	PCHWP-1	Aurora	GR3-CI-TF-215T-4-B-D-10	22050321367	230	3	10	365	55
City Hall	162	PCHWP-2	Aurora	GR3-CI-TF-215T-4-B-D-10	22050321237	230	3	10	365	55

Existing Conditions

- The chillers are in a constant volume primary and a variable volume secondary pumping setup and have dedicated primary pumps. However, the chilled water control valves at a large majority of the AHUs currently have 3-way valve, thus, making the secondary system operate as constant volume.

Demolition and Removal

Demolition and removal to be performed by JCI

Electrical

- Disconnect and secure electrical connections to the chillers
- Remove pump starters and disconnects as required

Mechanical

- Disconnect, remove, and properly dispose of the existing chillers in Table FIM 2.1-1
- Reclaim and properly dispose of refrigerant and oil per local codes in effect at time of contract signing
- Customer has first right of refusal of any equipment being removed
- Disconnect, remove, and properly dispose of the existing pumps in Table FIM 2.1-2

Controls

- Coordinate, disconnect, and secure building Disconnect automation system connections to chillers

New Installation Work

Electrical

- Modify electrical service as necessary to accommodate new chillers.
- Provide disconnect as required by National Electric Code (NEC).

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- Connect power to the new chillers. Existing electrical devices and wiring will be reused if adequately sized, replace if necessary.
- Mount, wire, and factory startup Variable Frequency Drive (VFD) for new primary pumps. VFD preferred manufactures include: ABB, Eaton Culter Hammer, Danfoss, or equivalent.
- Connect power to the new pumps. Existing electrical devices and wiring will be reused if adequately sized, replace if necessary.
- The following acceptable operating voltage ranges are provided for equipment included in the Work. Voltage ranges are based on manufacturer published data and typical industry tolerances unless otherwise noted.
  - Proposed Chillers: Manufactures acceptable operating voltage range: 414 V to 508 V
- JCI's responsibility is limited to specifying equipment designed to operate within the voltage ranges stated above. JCI shall not be responsible for building electrical service quality, utility voltage fluctuations, phase imbalance, harmonics, or conditions outside of normal operating tolerances.

Controls

- Coordinate with existing building automation contractor to connect the automation system to the new chillers.
- Coordinate with existing building automation contractor to integrate pump VFDs into existing controls system via BACnet communications protocol. The VFD will primarily be used to balance the pump to a fixed speed and provide soft-start. The VFD speed will be set by Test, Adjust, and Balance (TAB) contractor and permanently fixed at that position.
- Provide and install new chilled water differential pressure transmitter for control of existing secondary chilled water pumps VFDs.
- Provide programming and verification of new variable flow, secondary chilled water pumping sequence of operation.

Mechanical

- Provide and install two (2) new chillers in Table FIM 2.1-3 to replace existing chillers. Provide for rigging, unloading, safe storage, transportation (if necessary) and installing new chillers per manufacturer requirements. Refer to *FIM 2.1 Attachment 1* for chiller details.
  - The new chillers shall be 172 tons each. The following models are acceptable:

Table FIM 2.1-3: Proposed Chillers

Site	JCI Tag	Unit Tag	Manufact.	Model No.	Serial No.	Volt	Phase	Tons	Refrig.
City Hall	155	CHLR1	York	YVAA0191AH	TBD	460	3	172	R-513a
City Hall	156	CHLR2	York	YVAA091AH	TBD	460	3	172	R-513a

  - Each new chiller will have a BACnet interface card.
  - Each new chiller shall be equipped with hail guards.
  - Each chiller shall be able to operate at design conditions with ambient temperatures of 105°F.
- Verify existing housekeeping pad is of adequate size for new chillers. If not, provide material and labor associated with the adapting existing housekeeping pads as needed for new equipment. Additions to existing pads are to have expansion joints extended to top of existing pad, drill the existing pads and floor, epoxy set dowels and install coated rebar from end to end of pad extension area. Coat existing surfaces for new housekeeping pads with concrete bonding agent, pour new concrete and tool edges.

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- Each chiller shall be located in the same location as the existing with chilled water piping, extended as required and in accordance with manufacture requirements.
- Insulate new chilled water piping, valves and fittings as required. Label piping to match existing systems as required. Replace any chilled water insulation damaged during installation.
- All new exterior insulation shall be wrapped with aluminum jacketing.
- Provide and install new heat trace with necessary controllers and disconnects on all new piping.
- Install each new chiller per manufacturer's criteria and local codes.
- Clean up of all job-related debris each day and remove tools and equipment after installation and operational checkout.
- Flush new chillers and new water pipe and bleed air from the new pipe.
- Clean basket strainers on existing end suction secondary chilled water pumps.
- Drain, flush and recharge chilled water system with 40% Ethylene Glycol solution, for freeze protection.
- Provide and install corrosion inhibitor water treatment.
- Provide and install ANSI/ASME approved "Glycol Supply" and Glycol Return" chilled water piping markers on serviceable sections of the piping system.
- Checkout and verify modes (stages) of operation (by factory authorized representative), including Measurement and Verification (M&V) of "part-load" and "full load" efficiencies, and unit control features per manufacturers' startup and checkout procedures. This may require multiple visits over weather seasonal changes.
- Provide, install, and startup two (2) new primary chilled water pumps with variable frequency drives to replace existing pumps in Table FIM 2.1-3. Install check valves, insulate and plastic jacket as required.
- The two (2) new primary chilled water pumps shall be 500 GPM, 55 ft. TDH, 460/3/60, 15 HP, ~22 amps, end suction pump with strainer. Aurora, Taco, B&G or equivalent.
- Increased power supply circuit for new pumps. Replace existing 20 amp breaker with new 30 amp breaker. Existing 3 #10, #10 ground and ¾ inch conduit shall be reused.
- Balance the two (2) new primary chilled water pumps to the required chiller evaporator flow, using the VFD speed adjustment, then lock at that percent speed and/or Hz.
- Provide post-installation TAB report of Chiller 1 and 2 and SCHWPs.
- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Training

- One-time operator training (4 hours total).

Closeout

- Provide warranty documentation and Operation & Maintenance manuals.
- Product data for new equipment installed.
- Provide two copies of repair manuals.

Warranty

- Provide 1-year replacement warranty on materials and equipment installed as part of this FIM.
- All warranties shall begin from the date of Substantial Completion.

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Chilled Water Control Valve Replacements

The intent of this scope of work is to replace Air Handling Unit's (AHU) 3-way chilled water (CHW) control valves with new 2-way control valves. The valve sizes range from 1 to 3 inches. Please see Table FIM 2.1-4 for CHW control valve locations.

Table FIM 2.1-4: Chilled Water Valve Conversion

JCI Tag	AHU No.	Existing Valve	New Valve
174	AHU 1	3-Way	2-Way
232	AHU 4	3-Way	2-Way
172	AHU 6	3-Way	2-Way
173	AHU 7	3-Way	2-Way
170	AHU 8	3-Way	2-Way
169	AHU 9	3-Way	2-Way

Demolition

- De-energize AHU, lockout and tagout before work begins.
- Shut CHW off from AHU at isolation valves and drain CHWS/CHWR piping below coil connections.
- Remove CHW pipe insulation and prep for new CHW valve installation.
- Remove existing 3-way CHW control valve and permanently cap valve bypass line.

New Work Installation

Mechanical

- Install new 2-way CHW control valve per Building Automation System (BAS) controls contractor's requirements. Re-terminate to existing BAS.
- Clean existing coil strainer, if one is present.
- Recharge coil and piping with water, purge all air out of AHU coil and check for water leaks.
- Reinsulate CHWS/CHWR piping. Provide matching paint and labeling as required.

Controls

- Provide new 2-way modulating characterized ball valve.
- Provide and install chilled water valve control actuator for AHU 3T with JCI Tag #233.
- Verify operations of new control valves and actuators.

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FIM 2.1.1: HVAC – Ductwork Modification at City Hall

This FIM will implement targeted ductwork modifications at City Hall. Work includes limited duct reconfiguration, and replacement of select duct sections and fittings to improve air distribution to served spaces. The work includes field verification of existing ductwork conditions, capping/sealing/insulating identified duct branches, and furnishing and installing new supply ductwork to re-route airflows between VAV 6-10 and VAV 6-11 to the existing grilles.

- JCI shall field verify the condition, and integrity of the existing ductwork system. Ductwork inside Deputy City Manager's Office is identified in Figure 1 – Office Ductwork Modifications. New ductwork shall be furnished and installed to match existing duct construction, materials, gauge, insulation type, sealing method, and configuration.
- JCI shall cap, seal, and insulate duct directly associated with ductwork routed from VAV 6-10 into Deputy City Manager's Office (250 CFM) and ensure proper termination of affected duct sections to maintain system integrity.
- JCI shall cap, seal, and insulate duct directly associated with ductwork routed from VAV 6-11 into Workroom (175 CFM) and ensure proper termination of affected duct sections to maintain system integrity.
- Relocate existing zone temperature sensor for VAV 6-10 from Deputy City Manager's Office to exterior corridor of the office. Relocation of device and associated low-voltage wiring shall be coordinated with control's contractor. See Figure 1 – Office Ductwork Modifications. Location shall be mutually approved by JCI and the Customer prior to starting work.
- Provide and install new supply ductwork from VAV 6-11 to be routed to existing grill located in Deputy City Manager's Office (250 CFM).
- Provide and install new supply ductwork from VAV 6-10 to be routed to existing grill located in Workroom (175 CFM).
- Duct shall be furnished and installed to match existing duct construction, materials, gauge, insulation type, sealing method, and configuration. New work to include:
  - Provide and install new ductwork, fittings, transitions, hangers, supports, and accessories required for a complete and operational system.
  - Provide and install required turning vanes, balancing dampers, volume dampers, and fire/smoke dampers where applicable.
  - Route new ductwork so that its dimensions are not altered to route around above ceiling obstructions.
  - Where flex duct needs to be used for ceiling registers, a maximum of three (3) feet shall be used.
  - Completely insulate new ductwork with "duct-wrap" insulation and completely seal to provide for vapor barrier.
  - Routing shall comply with state and local code requirements, including fire/smoke damper placement where penetrations occur.
  - JCI shall patch and seal duct penetrations at walls, floors, and ceilings related to duct routing, related to our scope.
  - JCI shall provide a TAB to meet design airflow measurements and ensure duct routing does not negatively impact airflow, pressure drop, or system performance. TAB includes verification and adjustment of affected terminal(s) and diffuser/grill(s) associated with VAV 6-10 / 6-11 modifications after completion of new work.
- Relocate existing zone temperature sensor for VAV 6-11 from kitchenette common area to Deputy City Manager's Office. Relocation of device and associated low-voltage wiring shall be coordinated with control's contractor. See Figure 1 – Office Ductwork Modifications. Location shall be mutually approved by JCI and the Customer prior to starting work.

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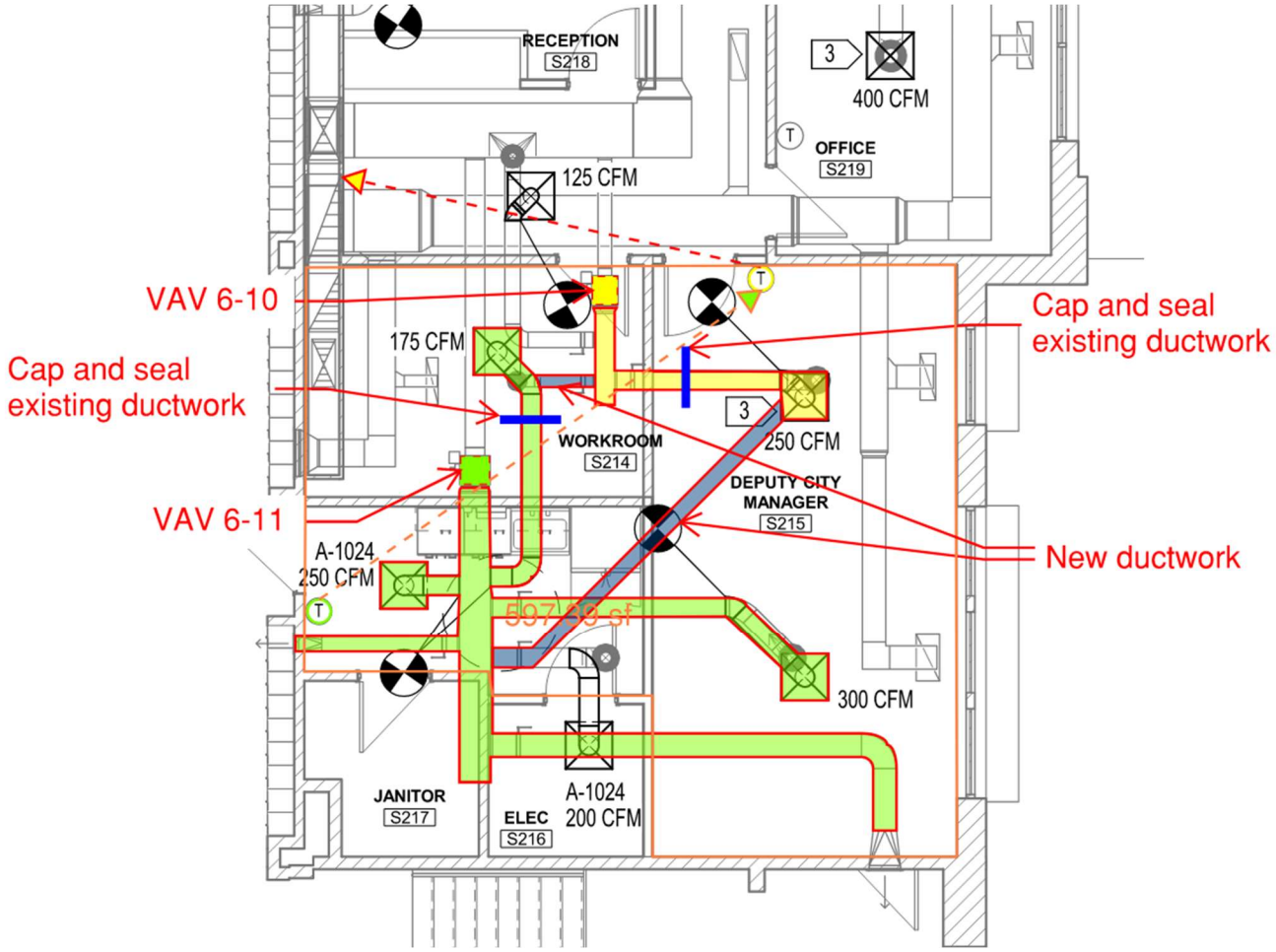
- JCI shall remove and reinstall only those ceiling tiles required to perform work.
- Any required modifications to fire alarm devices, wiring, acceptance testing, or recertifications shall be coordinated with fire alarm contractor.
- Any required HVAC shutdowns, fire alarm impairments, or access restrictions will be scheduled by JCI.
- The Engineer of Record shall provide the final ductwork modification scope in the form of drawings and specifications. JCI's implementation will be in accordance with the Engineer of Record issued documents.

Figure 1: Deputy City Manager's Office Ductwork Modifications



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FIM 2.2: HVAC – Hot Water System Improvements at City Hall

The intent of this scope is to replace two (2) existing 1200 MBH output non-condensing heating hot water boilers with new higher efficiency condensing type heating hot water boilers. And replace two (2) existing secondary heating hot water pumps with new pumps.

Table FIM 2.2-1: Hot Water Boiler Replacement

Site	JCI Tag	Manufact.	Model No.	Serial No.
City Hall	157	Lochinvar	PBN1501	H07H00200607
City Hall	158	Lochinvar	PBN1501	H07H00200608

Table FIM 2.2-2: Hot Water Pump Replacements

Site	JCI Tag	Unit Tag	Manufact.	Model No.	Serial No.	Volt	Phase	Hp	GPM	Head FT
City Hall	159	HWP-1	GE	5KS184ATE205A	40194930	230	3	5	216	55
City Hall	160	HWP-2	GE	5KS184ATE205A	40195024	230	3	5	216	55

Demolition Work

- Demolish existing heating hot water boiler units. Units may require disassembly to be removed from site.
- Disconnect power, heating hot water supply & return lines, natural gas lines and controls.
- Disconnect existing flue piping and preserve for possible reuse with new heating hot water boilers.
- Disconnect and remove two (2) existing end suction secondary heating hot water pumps from system and remove from site.

New Installation Work

Mechanical

- Provide and install two (2) new natural gas fired condensing heating hot water boilers, rated for 1200 MBH output. AERCO, Fulton, Lochinvar shall be acceptable manufacturers.
- Provide power connections, controls, heating hot water supply & return piping and natural gas piping and connections with new dirt legs and regulators.
- Provide material and labor associated with adapting the existing housekeeping pads as needed for new equipment. Additions to existing pads are to have expansion joints extended to top of existing pad, drill the existing pads and floor, epoxy set dowels and install coated rebar from end to end of pad extension area. Coat existing surfaces for new housekeeping pads with concrete bonding, pour new concrete and tool edges.
- Reconnect existing flue piping to new boilers, only if the integrity of the existing flue piping is acceptable. If not, provide and install new flue piping for boilers. New flue piping shall be double wall NFPA compliant Stainless Steel lined.
- Provide and install new boiler condensate trap and condensate neutralizer tank, and route drain piping to nearest floor drain.
- Provide and install two (2) new secondary heating hot water pumps rated at 216 GPM, 55’ TDH, 5 HP. Pump shall be close-coupled, end suction with strainer.
- Provide and install new flex connections from isolation valve to pump sections.
- Provide and install new single pressure gauge manifold for TAB pressure testing.
- Provide post-installation TAB of new boilers and secondary heating hot water pumps.

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- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Controls

- Preserve/reuse existing BAS control points and re-terminate to new boilers.
- Verify existing hot water system sequence of operation.

Training

- One-time operator training (4 hours total).

Closeout

- Provide warranty documentation and Operation & Maintenance manuals.
- Product data for new equipment installed.
- Provide two copies of repair manuals.

Warranty

- Provide 1-year replacement warranty on materials and equipment installed as part of this FIM.
- All warranties shall begin at the date of Substantial Completion.

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FIM 2.3: HVAC – Unitary Replacements

General

The intent of this scope of work is to perform:

- Like-for-like replacement of existing HVAC units as specified. “Like-for-like” means replacement to match functional capacity and application, not identical equipment or configuration. This work will include replacing split systems, heat pumps, and package units.

Refer to the Equipment List and Site Plans included in *FIM 2.3 Attachment 1*.

Table FIM 2.3-1: Buildings Included in this FIM

Sites	Address	Square Feet
Medicine Park WTP	82 E Lake Dr	65,000
Dr. E. A. Owens Multipurpose Center	1405 SW 11th St, Lawton, OK 73501	21,500
	Total	86,500

Table FIM 2.3-1: Equipment to be Replaced in this FIM

Building	JCI - Tag	Type Code	Manufacturer	Model	Serial
Medicine Water Plant - Bldg. 70	100	RTU	Carrier	50TFF012-A-611--	4302G20512
Medicine Water Plant - Bldg. 70	101	RTU	Carrier	50TFF012-A-611--	3502G50511
Medicine Water Plant - Bldg. 70	102	DOAS	ALLIED COMMERCIAL	EL090XCSST1G	5623F01485
Medicine Water Plant - Bldg. 70	103	RTU	Carrier	50FE-M16A3A6A0A0A0	0225P02225
Medicine Water Plant - Bldg. 60	106	SS	Carrier	38ARZ012---601--	2102G10054
Medicine Water Plant - Bldg. 60	107	SS	Carrier	38AKS016---620--	4202F84315
Medicine Water Plant - Bldg. 60	112	RTU	Carrier	50TFF014-A-611--	4502G40577
Medicine Water Plant - Bldg. 20 West	122	SS	Carrier	38ARZ008---601--	4002G50021
Medicine Water Plant - Bldg. 80	130	SS	Carrier	38ARZ008---601--	4002G50020
Owen Community Center	228	RTU	SEASONS.4 INC.	6MJI18-0222-TN5.0-08SE	A A247-1108-01
Owen Community Center	229	RTU	SEASONS.4 INC.	6MJI18-0182-TN4.0-06SE	A A247-1108-02
Owen Community Center	230	RTU	SEASONS.4 INC.	6MJI18-0222-TN5.0-08SE	A A247-1108-03

1. RTU = Roof Top Unit
2. SS = Direct Expansion (DX) Split Unit
3. DOAS = Dedicated Outdoor Air System

Like-for-Like Equipment Replacement

General Overview

JCI shall provide all labor, supervision, tools, transportation, product storage & staging, equipment, and materials necessary to remove and replace outdoor condensing units and indoor blower/furnace units, as indicated in the equipment table in *FIM 2.3 Attachment 1*.

All work shall be coordinated and performed in a manner that does not impact existing operations. This could include performing work as approved by the customer such as after hours and holiday breaks.

Demolition and Removal

Demolition and removal to be performed by JCI

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Electrical

- Safely disconnect and secure existing unit electrical connections.
- Safely disconnect and secure for reuse existing thermostat and/or BAS connections.
- Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit including fire alarm shutdown wiring.

Mechanical

- Recover and properly dispose of refrigerant according to state and local codes.
- Remove existing HVAC Units and dispose of properly. (customer has right of first refusal)
- Safely disconnect and secure for reuse equipment from existing ducting, condensate drain piping and natural gas piping.
- Temporarily seal or cap all disconnected utilities.
- No openings shall be left open overnight without complete covering and protection from the outside.
- The Customer shall be responsible for the removal, modification, and reinstallation of the existing fire sprinkler piping located beneath the HVAC equipment in Building 80.

New Installation Work

New installation work to be performed by JCI

Ensure the equipment complies with the existing site conditions, utilities, and space restrictions.

Electrical

- Reconnect equipment to existing electrical power wiring. Provide labor, conduit, fittings, gauges, and insulation as needed.
- Replace 480/3/60, 208-230/3/60 and 208-230/1/60 service disconnect switches serving existing condensing units and packaged units with new NEMA 4 rated disconnect switches.
- Provide new flex connections from disconnect to condenser. Installation of wiring and disconnects shall be in accordance with the NEC and local codes in effect at the time of contract signing.
- Reinstall smoke detectors and life safety devices including fire alarm shutdown wiring as required.

Mechanical

- Purchase, Receive, store, and install new HVAC equipment to replace the equipment identified *FIM 2.3 Attachment 1*.
- New condensing units shall be a minimum of 13 SEER.
- New furnaces shall have a minimum efficiency of 95%.
  - Provided and install concentric flue including roof and wall penetrations.
  - Terminate furnace condensate drain to existing evaporator condensate drain termination.
  - All roofing work, including penetrations, flashing, and warranty-required detailing, shall be performed by the roof warranty holder.
- Acceptable manufactures shall be: Trane, Lennox, Carrier, or approved equal.
- Condensing units and package units shall be supplied with hail guards.
- The following acceptable operating voltage ranges are provided for equipment included in the Work. Voltage ranges are based on manufacturer published data and typical industry tolerances unless otherwise noted.

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- Proposed Trane Packaged HVAC Units: Manufactures acceptable operating voltage range: 414 V to 506 V
- Proposed Split-System HVAC Units: Manufactures acceptable operating voltage range: 414 V to 506 V
- Proposed Greenheck Dedicated Outdoor Air Systems (DOAS): Manufactures acceptable operating voltage range: 414 V to 504 V
- Proposed CME RTU (MZUs): Manufactures acceptable operating voltage range: 198 V to 218 V

- JCI's responsibility is limited to specifying equipment designed to operate within the voltage ranges stated above. JCI shall not be responsible for building electrical service quality, utility voltage fluctuations, phase imbalance, harmonics, or conditions outside of normal operating tolerances.
- Installation is to be performed in accordance with manufacture's requirements, mechanical, electrical, fire, local, state and national installation and operational codes.
- All equipment shall meet the manufacturer's minimum clearance requirements for air flow at the condensing unit.
- Modify existing equipment pads as required to support new HVAC equipment.
- Provide and install curb adapters for any Rooftop Unit (RTU) replacements, as required.
- Provide each packaged rooftop unit, split system AC unit and/or heat pump unit with factory BACnet controller. The following points (at a minimum) are to be provided:
- Supply Fan Start/Stop:
  - Supply fan run status
  - Zone temperature sensor
  - Discharge air temperature sensor
- Reconnect equipment to existing ducting, installing transition ductwork as required. All new ductwork to be insulated.
- Properly reinsulate to match existing ductwork or piping where insulation was removed or disturbed.
- For horizontal AHUs, provide and install secondary condensate drain pan (if JCI and Customer agree existing pan requires replacement), emergency conductivity sensor, and spring vibration isolators.
- Furnish and install filter racks for split systems with MERV 8, if none exists.
- Furnish filters for split systems with MERV 8.
- Provide new PVC condensate drain traps with insulation for first 6 feet of condensate drainpipe from the indoor unit.
- Provide, install, and interlock new Safe-T-Switches to prevent condensate overflow.
- Provide new liquid/suction line sets if existing lines sizes are not in compliance with manufacturer's requirements. If existing liquid/suction line sets are in compliance with manufacturer's requirements, follow equipment manufacturer's instructions and recommended solvent to flush existing liquid/suction in order to remove all existing refrigerant oil.
  - Pressure test existing liquid/suction line sets with dry nitrogen, to 150 psig, for a period of one (1) hour. Line pressure shall remain constant for entire test period, in order to verify piping integrity, prior to reconnection of system.
    - Document and notify the Customer if any leaks or deficiencies are identified. Leaks will not be repaired or replaced as part of this contract.

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  - Provide new liquid/suction line sets (approx. 3-6 feet) with insulation at the condenser and evaporator units and apply UV protected paint, where necessary to provide quality installation.
- Verify and comply with all codes, standards, and manufacturer requirements related to A2L refrigerants.
- Provide necessary modifications to the existing duct work to accommodate new AHU/furnace dimensions, including transitions, flange sets, canvas connections, etc., for a quality installation. Completely seal all duct connections (per SMACNA Standards) so that no leaks are detected.
- Provide and/or connect all necessary piping, controls, ductwork, condensate, insulations and necessary appurtenances. Install new liquid line filter drier and site-glass (if not included with unit and/or required by manufacturer) and reinsulate suction line piping completely.
- Flush existing condensate drains lines with dry nitrogen, CO_2, or approved equal gas.
- Install new plastic engraved identification tags or match existing identification.
- Reconnect equipment to existing natural gas piping, and paint new piping in accordance with codes, as required.
- Any required flashing and all roof work to be performed by the roofing bond holder.
- Include all required cranes and rigging, including traffic control and coordination.
- Obtain all licenses, permits and required inspections.
- All work and any shutdowns shall be coordinated with the Customer.
- JCI shall perform startup, functional checkout, and unit-level certified TAB limited to the newly installed HVAC unit(s) in accordance with the manufacturer's requirements. Deliverables include a unit profile documenting supply/return airflow and temperature measurements and verification/setting of minimum outdoor airflow. This partial TAB is limited to the newly installed HVAC unit(s) and does not include comprehensive/whole-building TAB, balancing of existing duct distribution systems, zone diffusers/grilles, verification of building pressurization, or correction of pre-existing airflow deficiencies unrelated to the newly installed unit(s). Any deficiencies identified in existing downstream ductwork or controls sequences that prevent achieving manufacturer-recommended performance parameters are excluded from this scope and will be addressed via a mutually agreed upon approach between JCI and the Customer.
- Upon completion of unit replacement, unit shall be functional prior to any occupants returning to area served by unit(s).
- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Controls

- Unless specifically addressed in the Site Specific Scope sections to follow, reuse existing thermostat (where such exists) and (where such connection existed previously) reconnect to the existing BAS.
- Where new RTU's are furnished with factory BACnet controllers, these new controllers are to be integrated to the Customer's existing Automated Logic Controls (ALC) BAS.
- For each new or replacement HVAC system provided under this proposal that is integrated to the existing ALC BAS, a new dynamic, color graphic will be furnished on the ALC server to depict the system layout and input/output points for easy user interface.
- Create 5 minute, 14-day trends (adjustable) for up to ten points per system.
- For each new HVAC system, program BAS with Time of Day Occupied/Unoccupied Schedules (Schedules to be furnished to JCI by the Customer).

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- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Medicine Park WTP

- Units 100, 102 and 103: Units to be furnished with factory BACnet controls with new controls integrated to existing Automated Logic BAS.
- Unit 107: JCI shall install HVAC equipment as described above. This unit serves the sodium hypochlorite storage room. JCI shall utilize commercially available materials and components for equipment and system installations that are suitable for sodium hypochlorite operating environment.
- Unit 112: JCI shall install HVAC equipment as described above. This unit serves the ammonium sulfate storage room. JCI shall utilize materials and components for all equipment and system installations that are suitable for ammonia rich environments.
- Unit 106, 107, 112: Provide new refrigerant liquid/suction line sets with line sizes per manufacture's requirements with insulation. All exposed suction line insulation to be applied with UV protected paint. JCI shall utilize commercially available materials and components for equipment and system installations that are suitable for ammonia and sodium hypochlorite operating environment. Preserve existing Automated Logic BAS controls presently serving this unit. Upgrade or replace controls or devices, if required, and re-commission system to ensure a fully functioning system.
- Unit 122: Unit to be furnished with factory BACnet controls with new controls integrated to existing Automated Logic BAS.
  - Furnish/install controls.
  - Install, verify, and test controls for new DX unit onto the existing Medicine Park ALC front-end via BACnet/MSTP.
  - Program 7-day schedules (provided by the Customer)
  - Establish 14-day trends for up to 10 points.
  - Create graphics for each system on the existing ALC front-end.
  - Reuse existing panels and conduit where applicable.
- Unit 130: Preserve existing Automated Logic BAS controls presently serving this unit. Upgrade or replace controls or devices, if required, and re-commission system to ensure a fully functioning system to include the following points:
  - Space Temperature
  - Discharge Air Temperature
  - Fan Status
  - Heater Relay
  - Cooling Relay

Dedicated Outside Air System (DOAS) Unit Replacement

Unit 102: The existing Laboratory DOAS unit is in poor condition and requires replacement. This unit is a built-up type of unit with the exhaust system separated from the supply air unit. This scope will replace with a new packaged single DOAS unit and replace the existing ductwork above the ceiling and provide for full TAB services to bring the system back to original design conditions. The final scope of work and specifications will be provided by the Engineer of Record before construction begins.

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Demolition Work

Electrical

- The existing two (2) condensing units (70-ACC-1&2), two (2) exhaust fans (70-EF-1&2) and main outside air unit (70-ASU-2) have individual electric power circuits. Safely disconnect and secure existing unit electrical connections.
- Safely disconnect and secure for reuse existing thermostat and/or BAS connections.
- Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit including fire alarm shutdown wiring.

Mechanical

- Recover and dispose of refrigerant according to state and local codes.
- Remove existing DOAS Unit and dispose of properly.
- Safely disconnect and secure for reuse existing ducting and condensate drain piping.
- Temporarily seal or cap all disconnected utilities.
- No openings shall be left open overnight without complete covering and protection from the outside weather conditions.
- Above ceiling Ductwork:
  - Remove all existing flex ductwork from the supply and exhaust duct runs.
  - Remove all existing supply and exhaust ceiling grills.
  - Clean up debris from ductwork removal in the ceiling area, in preparation for new supply and exhaust duct system.

New Installation Work

Electrical

- In the main electrical room, locate the electric circuits for the condensing units, exhaust fans and main outside air unit and combine them into one (1) 460/3/60 electric power circuit to feed new single DOAS unit.
- Route new single electric power circuit through existing roof pitch pocket in a single conduit. Provide and install new 460/3/60 volt, 60 amp fused NEMA 4 service disconnect switch.
- Reconnect all controls and safeties to new unit for proper operation.

Mechanical

- Provided one (1) new packaged DOAS unit.
- Provide and install new curb adapter to accommodate new DOAS unit dimensions.
- Install new DOAS unit onto new curb adapter and seal completely.
- Above ceiling Ductwork:
  - Provide and install new round metal ductwork for all supply and exhaust ducts. Duct sizes shall be equal to the existing ductwork that was removed.
  - Route new ductwork so that its dimensions are not altered to route around above ceiling obstructions.
  - Where flex duct needs to be used for ceiling registers, a maximum if three (3) feet shall be used.
  - Completely insulate new round metal ductwork with “duct-wrap” insulation and completely seal to provide for vapor barrier.

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- Provide and install new above ceiling wall separation of Lab space
  - Install a one half inch drywall from the Lab wall stub plates above the ceiling up to the bottom of the roof decking. Only the Lab facing side of the stud wall shall have the plate to roof deck extension.
  - Field custom fit the drywall around existing roof framing, electrical conduits, and plumbing.
  - Use spackling compound and patch and joint compound to completely seal the new drywall installation from the exterior surrounding above ceiling areas.
- Provide DOAS unit startup and functional performance testing per manufacturer's requirements.
- Provide NEBB Certified TAB service to properly balance new system airflows per Record Engineer's requirements. A complete TAB report shall be provided by JCI.
- Ships Ladder Installation for Building 70 roof access:
  - Provide and install new carbon steel ships ladder approximately 15 feet in height at ~60° angle and anchor to concrete floor and wall section.
  - Paint ladder to matching existing façade.
  - New ladder shall have handrails on both sides.
  - Tread depth shall be approximately 6 inches with 8 inches spacing.

Controls

- Provide BACnet Integration of RTU factory points as determined by JCI.
- Verify RTU System Operation following installation.
- Establish and verify integration to factory controller and create/modify graphics to accurately reflect this system.
- Create up to fifteen 14-day trends for this system.
- Program Time of Day schedule (provided by the Customer) into ALC BAS for this system.

Server Room Backup Unit Installation

This scope includes the furnishing and installation of one (1) new mini-split intended solely to serve as an emergency backup air system for the server/electrical room located on Building 70 – Upper Level. The backup unit is intended to provide standby capacity only and is not intended to operate concurrently with the existing primary unit under normal operating conditions. The backup unit is not intended to increase system capacity or provide redundancy beyond standby operation unless otherwise noted.

New Installation Work:

Electrical

- Provide connection of the new HVAC unit to the existing emergency power system.
- Furnish and install new electrical components for emergency-power connection conduit, wiring, grounding and bonding per NEC.
- Provide and install conduit, fittings, gauges, and insulation sized for new equipment.
- Provide and install 480/3/60, service disconnect switches serving new packaged units with new NEMA 4 rated disconnect switch. Installation of wiring and disconnects shall be in accordance with the NEC and local codes in effect at the time of contract signing.

Mechanical

- Provide one (1) new mini-split unit (2 tons).

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- Installation is to be performed in accordance with manufacture's requirements, mechanical, electrical, fire, local, state and national installation and operational codes.
- Condensing unit shall be mounted at the designated exterior wall location near ground level for serviceability. Location shall be approved by Customer prior to starting work.
- All wall work required to support the condensing unit installation, including localized wall penetrations and patching directly associated with this work.
- Installation of condensing unit on exterior wall shall include mounting brackets, anchors, supports, final setting, leveling, and securing of equipment per local, state and national installation and operational codes.
- Provide line set covers to match existing wall color.
- Provide and install new wall penetration with thimble for refrigerant line sets, condensate drain, and electrical in accordance with manufacture's requirements.
- Condensing unit shall be provided with hail guard.
- Provide and install condensate pump and route condensate drain to exterior wall at the ground level.
- Provide service to connect the condensate pump to the existing emergency power system, subject to availability and coordination with the Customer.
- Provide and install standalone thermostat. Backup operation will be managed through Customer-defined thermostat setpoint 75 deg F (adjustable).
- Install new plastic engraved identification tags identification.
- Include all required cranes and rigging, including traffic control and coordination.
- Obtain all licenses, permits and required inspections.
- All work and any shutdowns shall be coordinated with the Customer.
- Startup and testing of new HVAC units in accordance with manufacturer's recommendations.

Owen Community Center:

Controls

- RTU-228 (5 Zone MZU) Unit to be furnished with BACnet factory controls. New controls to be integrated to existing Automated Logic BAS.
- RTU-229 (8 Zone MZU) Unit to be furnished with BACnet factory controls. New controls to be integrated to existing Automated Logic BAS.
- RTU-230 (8 Zone MZU) Unit to be furnished with BACnet factory controls. New controls to be integrated to existing Automated Logic BAS.
- RTU-231 This unit is presently "offline". Existing controller serving this unit is to be repaired/replaced to restore system to proper operating condition.
- Create up to fifteen 14-day trends for this system.
- Implement a 7-day operating schedule for Dr. E. A. Owens Multipurpose Center. Refer to Schedule 2, Section V for defined operating hours and occupied/unoccupied heating and cooling zone temperature setpoints.
- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

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Training

- One-time operator training (up to 4 hours total).

Closeout

- Provide warranty documentation and Operation & Maintenance manuals.
- Product data for new equipment installed.
- Provide two copies of repair manuals.

Warranty

- Provide 1-year replacement warranty on materials and equipment installed as part of this FIM.
- All warranties shall begin at the date of Substantial Completion.

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FIM 2.4: HVAC – Exhaust Fan Replacements

The intent of this scope of work is to perform Like-for-like refurbish/replacement of existing exhaust fans as specified. This work will include repairing or replacing exhaust fans.

Refer to the equipment list and site plans in the pages to follow.

Table FIM 2.4-1: Buildings Included in this FIM

Sites	Address	sqft
Medicine Park WTP	82 E Lake Dr	65,000
	Total	65,000

Table FIM 2.4-2: Equipment Included in this FIM

Building	JCI - Tag	Type Code	Manufacturer	Model	Serial
Medicine Water Plant - Bldg. 60	105	EF	GREENHECK	CUBE-480-75	03D2B017
Medicine Water Plant - Bldg. 70	114	EF	Customer Tag 70-EF-6	Not Available	Not Available
Medicine Water Plant - Bldg. 60	127	EF	CARNES	VUBK24V1G7NA14S C1	642691.007
Medicine Water Plant - Bldg. 60	129	EF	GREENHECK	CUE-070-D-X	03D28288
Medicine Water Plant - Bldg. 20 West	618	EF	CARNES	VUBK21R1G5NA14S C1	497133.005
Medicine Water Plant - Bldg. 70	620	EF	Customer Tag 70-EF-4	Not Available	Not Available
EF = Exhaust Fan					

Like-for-Like Exhaust Fan Equipment Replacement

General Overview

The JCI shall provide all labor, supervision, tools, transportation, product storage & staging,

equipment, and materials necessary to remove and replace exhaust fans, as indicated in the drawings within *FIM 2.4 Attachment 1*.

All work shall be coordinated and performed in a manner that does not impact existing operations. This could include performing work as approved by the customer such as after hours and holiday breaks.

Demolition and Removal Work

Electrical

- Safely disconnect and secure existing unit electrical connections.
- Safely disconnect and secure for reuse existing energy management system connections where such exists.
- Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit including fire alarm shutdown wiring.

Mechanical

- Remove existing fan, motor, backdraft damper (if applicable), flex/connectors, belts, sheaves, couplings, guards (if applicable), and dispose of properly. (customer has right of first refusal)
- Safely disconnect and secure for reuse equipment from existing ducting (if applicable).
- Temporarily seal or cap all disconnected utilities.
- No openings shall be left open overnight without complete covering and protection for the outside.

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New Installation Work

JCI to field verify and coordinate exhaust equipment submittals with existing site conditions. JCI is responsible for ensuring the equipment complies with the existing site conditions, utilities, electrical, airflow, and space restrictions.

Electrical

- Reconnect equipment to existing electrical power wiring, provide labor, conduit, fittings, gauges, and insulation. Conduit, fittings, and supports rated for corrosive environments.
- Reuse existing disconnect is NEMA 4 rated disconnect switches.
- Provide new flex connections from disconnect to exhaust fans. Wiring and installation of new disconnects and shall be in accordance with the NEC and local codes in effect at the time of contract signing.
- Provide and install new conduit, overcurrent protection, and labeling.
- Reconnect existing sensors, and/or other DDC control devices, as required.
- JCI to use like-for-like material for any and all equipment & components install to match existing materials.

Mechanical

- Furnish and install new exhaust fan(s) (i.e. upblast, sidewall, etc.) per manufacturer's requirements to match existing designed performance. Fan types specified in the pages to follow.
- Fan construction to be aluminum suitable for corrosive, high humidity environments.
- Provide and install new exhaust fan motor(s) as part of the fan replacement shall have with epoxy-coated components. Motor to be fully enclosed.
- Installation is to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes.
- Reconnect equipment to existing ducting, install transition ductwork with sealed transitions, as required. Any new ductwork installed (if any is required) to match existing insulation standards.
- Provide and properly insulate all ductwork where existing insulation is removed, damaged, or disturbed by the Work, restoring to match existing insulation type and ensure quality workmanship. For locations exposed to high humidity, or corrosive vapors, provide corrosion-resistant insulation.
- Provide and install flexible connectors to isolate motor vibration, as required.
- Repair localized duct corrosion or leakage near fan connections, as required.
- Provide necessary modifications to the existing duct work to accommodate new dimensions, including transitions, flange sets, canvas connections, etc., for quality installation. Completely seal all duct connections (per SMACNA Standards).
- Provide and/or connect all necessary electrical conduit and wiring, controls, ductwork, insulations and necessary appurtenances.
- The contractor shall install new plastic engraved identification tags, to match existing.
- Any required flashing and all roof work under this contract to be performed by the roofing bond holder.
- Provide and install curb adapters for any upblast or sidewall replacements, as required.
- Provide TAB of exhaust fan airflow and set the exhaust fans to design airflow requirements. Johnson Controls shall provide TAB services limited to the exhaust fans to document airflow performance and adjust fan operation to meet design airflow requirements where adjustable. TAB services do not include balancing or adjustment of exhaust air registers, grilles, or ductwork.
- Perform a functional test of exhaust fan operations from the control panel. Document and report any deficiencies to Customer prior to the commencement of work.

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- Include all required cranes and rigging, including traffic control and coordination.
- Obtain all licenses, permits and required inspections.
- All work and any shutdowns shall be coordinated with the Customer.
- Startup and functional testing of new exhaust fans and motor in accordance with manufacturer's recommendations.
- Upon completion of unit replacement, units shall be functional prior to any occupants returning to area served by unit(s).
- Unit 620: Furnish and install exhaust motor and fan assembly; replace flex duct, replace existing 8" x 8" square ductwork from fan discharge to wall penetration, including transitions to 8" round duct, including new 8" round 90° fitting, and perform functional performance test. Exhaust ductwork – provide clean, leak-test, and repair: Provide NADCA-style cleaning of non-grease exhaust ductwork; identify and test for leakage; seal/repair; verify pre/post airflows and document reductions in leakage after fan replacement.

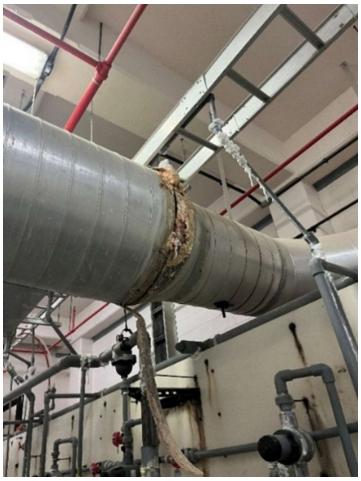
Controls

- BAS controls strategy to remain in place.
- Disconnect/reconnect addressed in Electrical section above.

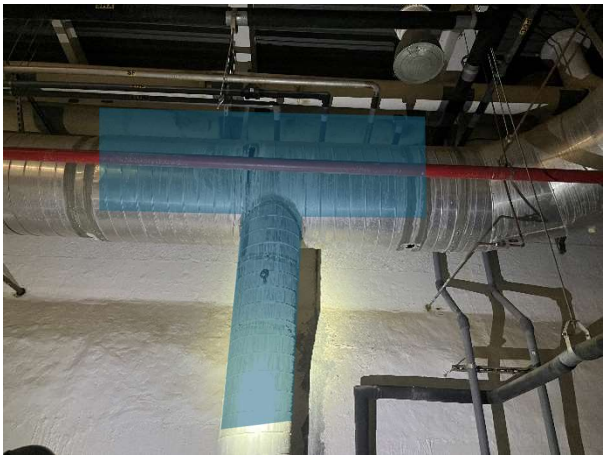
Ductwork Evaluation and Repair

JCI shall field verify the condition, and integrity of the existing ductwork system. Ductwork inside:
(1) the sodium hypochlorite (See Ductwork Repair 1 Photo) and (2) building between the cationic polymer and sodium hydroxide containments (See Ductwork Repair 2 Photo) are identified as damaged and shall be removed and replaced. Replacement ductwork shall be furnished and installed to match existing duct construction, materials, gauge, insulation type, sealing method, and configuration. The work is limited to the repair and replacement for the identified damaged areas. Refer to photos below and the floor plan on page 4 of *FIM 2.4 Attachment 1* for area drawings of the related ductwork system.

Ductwork Repair 1 Photo



Ductwork Repair 2 Photo



Training

- One-time operator training (up to 4 hours total).

Closeout

- Provide warranty documentation and Operation & Maintenance manuals.
- Product data for new equipment installed.

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Warranty

- Provide 1-year replacement warranty on materials and equipment installed as part of this FIM.
- All warranties shall begin at the date of Substantial Completion.

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FIM 2.5: HVAC – Makeup Air Unit / Outdoor Air Unit Refurbish / Replace

General

The purpose of this scope of work is to perform repairs or replacement of existing makeup air units as specified. This work will include repairing or replacing makeup air unit motor, fan assembly, and dampers:

Refer to the Equipment List and Site Plans in *FIM 2.5 Attachment 1*.

Table FIM 2.5-1: Buildings Included in this FIM

Sites	Address	sqft
Medicine Park WTP	82 E Lake Dr	65,000
	Total	65,000

Table FIM 2.5-2: Equipment Included in this FIM

Building	JCI - Tag	Type Code	Manufacturer	Model	Serial
Medicine Water Plant - Bldg. 60	126	MAU	TUTCO	DHC31225-239.0-3P	100919
Medicine Water Plant - Bldg. 80	131	OAU	Greenheck	LSF Model 36-100	N/A
OAU = Outdoor Air Unit also referred herein as Makeup Air Unit (MAU)					

Makeup Air Unit Refurbish

General Overview

JCI shall provide all labor, supervision, tools, transportation, product storage & staging,

equipment, and materials necessary to remove and replace (#131) and refurbish (#126) existing outdoor air units as indicated in *FIM 2.5 Attachment 1*.

All work shall be coordinated and performed in a manner that does not impact existing water treatment plant's operations. This could include performing work as approved by the customer such as after hours and holiday breaks.

Refurbish Existing Makeup Air Unit (JCI Tag #126 / drawings nomenclature => 60-ASU-1)

Demolition and Removal Work

Mechanical

- Remove existing motor, belts, sheaves, couplings, guards (if applicable), and dispose of properly. (customer has right of first refusal)
- Safely disconnect and secure for reuse equipment from existing ducting (if applicable).
- Temporarily seal or cap all disconnected utilities.
- No openings shall be left open overnight without complete covering and protection for the outside.

New Installation Work

Refurbish existing makeup air unit (JCI Tag #126) by replacing the motor, fan/motor sheave assembly, performing precision alignment and belt setup, adding new cogged V-belts, and installing a new VFD for soft-start operation while maintaining constant-speed airflow during normal operation; include electrical modifications, controls integration, testing, and commissioning.

Electrical

- Provide new VFD power wiring and motor leads; conduit, fittings, and supports; replace motor disconnect if existing is undersized or non-compliant.

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Mechanical

- JCI will provide an operational testing of the existing electric heating system. Document and report all findings to Customer prior to starting any work. Any additional repairs identified are outside the defined scope and will be addressed based on a mutually agreed upon approach between JCI and the Customer.
- Furnish and install new inverter duty-rated motor, and provide new motor fixed pitch sheave to match the maximum diameter of existing variable pitch sheave (if required), per manufacturer's requirements to match existing designed performance.
- Furnish, install, wire, startup, and test a new VFD dedicated to makeup air unit fan motor, as required by manufacturer standards.
- Provide new cogged V-belts.
- Provide and install new bushings, keys, couplings, guards, and hardware, as required.
- Perform shaft alignment between motor and fan. Verify fan rotation, belt tracking, and smooth operation, per manufacturer's requirements to match existing designed performance.
- Set belt tension per manufacturer recommendations.
- Replace new vibration isolators, if required.
- Program VFD to provide for:
  - Air flow balancing in leu of variable pitch motor sheave
  - Soft-start and soft-stop functionality
  - Limit inrush current and reduce mechanical stress
- Provide TAB to determine airflow measurements for high/low speed after installation of VFD. Min and max speed shall be programmed in the VFD. VFD minimum and maximum speed setpoints shall be configured for the unit only. No system-level balancing or adjustments beyond the unit are included.
- The existing "ASU-1 FAN LO SPEED" relay contact shall be terminated to programmable speed input#1 on the VFD terminal strip. The existing "ASU-1 FAN HI SPEED" relay contact to be terminated to programmable output#2 on the VFD terminal strip. There should be no modifications required in the BAS system programming.
- Verify fan speed and airflow remain at design makeup air unit airflow following fan and motor sheave replacement. Confirm stable operation across startup and shutdown sequences.
- Installation is to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes.
- All work and any shutdowns shall be coordinated with the Customer.
- JCI shall utilize like-for-like materials and components for all equipment and system installations to match existing materials, construction type, and application to maintain compatibility with existing systems.
- Any existing work found to be defective and requiring alteration or extension shall be documented and reported prior to disturbance. Restoration of existing work, where included, shall be performed to match existing materials and workmanship unless otherwise identified in the approved scope or authorized by a change order.

Controls

- Reuse existing enclosure, panel devices and field devices provided they are suitable for reuse.
- Provide/install/wire the following new field devices: Space temp, discharge temp, mixed air temp, fan status relay, 6 heater staging relays, mixing box damper actuator.
- Provide any new raceway and cabling that is required to implement the control retrofit for this control panel and for unit 60-ASU-1.

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- Provide all necessary controls engineering, programming, commissioning, graphics and integration to existing ALC front-end serving Medicine Park.

Outside Air Unit (JCI Tag #131 / drawings nomenclature =>80-SF-1) Replacement

Demolition and Removal Work

Electrical

- Safely disconnect and secure existing unit electrical connections.
- Safely disconnect and secure for reuse existing thermostat and/or BAS connections.
- Safely disconnect and secure for reuse smoke alarms and other life safety devices connected to the unit including fire alarm shutdown wiring.

Mechanical

- Remove the motorized outside air and return air dampers.
- Safely disconnect and secure for reuse equipment from existing ducting.
- Temporarily seal or cap all disconnected utilities.
- No openings shall be left open overnight without complete covering and protection for the outside.

New Installation Work

Outside air unit (JCI Tag #131) will be replaced to match existing unit performance. Replace the motorized outside air and return air dampers complete with new low-leak blades and properly sized actuators.

Electrical

- Reconnect equipment to existing electrical power wiring, provide labor, conduit, fittings, gauges, and insulation.
- If existing disconnect is NEMA 4 rated and in good condition, reuse it. Otherwise replace 480/3/60, 208-230/3/60 and 208-230/1/60 service disconnect switches serving this makeup air unit with a new NEMA 4 rated disconnect switch. Provide new flex connections from disconnect to unit. Installation of wiring and disconnects shall be in accordance with the NEC and local codes in effect at the time of contract signing.
- Reinstall smoke detectors and life safety devices including fire alarm shutdown wiring as required.

Mechanical

- Furnish and install new outside air unit per manufacturer's requirements to match existing designed air flow based on Customer's existing mechanical drawings. See *FIM 2.5 Attachment 2*.
- Install new fresh air dampers 80-MD-1 and 80-MD-2 with outside air rated parallel blade dampers having low leakage seals, appropriately sized 120VAC, on-off, spring return damper actuators.
- Installation is to be performed in accordance with mechanical, electrical, fire, local, state and national installation and operational codes.
- JCI to preserve existing control and safety devices or start/stop relay and perform disconnect/reconnect.
- Reconnect equipment to existing ducting, install transition ductwork with sealed transitions, as required. Any new ductwork installed (if required) to match existing insulation standards.
- Provide and properly insulate all ductwork where existing insulation is removed, damaged, or disturbed by the Work, restoring to match existing insulation type and ensure quality workmanship. For locations exposed to high humidity, or corrosive vapors, provide corrosion-resistant insulation.
- Provide and install flexible connectors to isolate motor vibration, as required.

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- Provide necessary modifications to the existing duct work to accommodate new dimensions, including transitions, flange sets, canvas connections, etc., for quality installation. Completely seal all duct connections (per SMACNA Standards).
- Provide and/or connect all necessary insulation and necessary accessories.
- JCI shall install new plastic engraved identification tags, to match existing.
- Any required flashing and all roof work required under this contract to be performed by the roofing bond holder.
- Provide and install curb adapters for replacements, as required.
- Include all required cranes and rigging, including traffic control and coordination.
- Obtain all licenses, permits and required inspections.
- All work and any shutdowns shall be coordinated with the Customer.
- JCI shall perform startup, functional checkout, and unit-level certified TAB limited to the newly installed outside air unit in accordance with the manufacturer's requirements. Deliverables include a unit profile documenting supply/return airflow measurements and verification/setting of minimum outdoor airflow. This partial TAB is limited to the newly installed HVAC unit(s) and does not include comprehensive/whole-building TAB, balancing of existing duct distribution systems, zone diffusers/grilles, verification of building pressurization, or correction of pre-existing airflow deficiencies unrelated to the newly installed unit(s). Any deficiencies identified in existing downstream ductwork or controls sequences that prevent achieving manufacturer-recommended performance parameters are excluded from this scope and will be addressed via a mutually agreed upon approach between JCI and the Customer.
- Upon completion of unit replacement, units shall be functional prior to any occupants returning to area served by unit(s).
- JCI shall utilize like-for-like materials and components for all equipment and system installations to match existing materials, construction type, and application to maintain compatibility with existing systems.

Controls

- This outside air unit fan is hardwired interlocked to two control dampers (Damper 80-MD-1 is 78"x78" with 120VAC spring return actuator, blade and jamb seals, parallel blades) and (Damper 80-MD-2 is 80"x80" with 120VAC spring return actuator, blade and jamb seals, parallel blades).
- Replace existing 80”x80” dampers with two new 40”x80” new dampers.
- New dampers are to be aluminum construction.
- Install, wire and test actuators following damper installation.
- Re-terminate and test damper interlock to unit 80-SF-1 controller.
- Reuse existing enclosure, panel devices and field devices provided they are suitable for reuse and compatible with the new ALC controller(s).
- Provide any new or utilize existing raceway and cabling that is required to implement the control retrofit for this control panel and for unit 80-SF-1.
- Provide all necessary controls engineering, programming, verification, graphics and integration to existing ALC front-end serving Medicine Park.
- Preserve existing functionality of the rotary switches and LED lamps on existing control panels.

Training

- One-time operator training (up to 4 hours total).

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Closeout

- Provide warranty documentation and Operation & Maintenance manuals.
- Product data for new equipment installed.

Warranty

- Provide 1-year replacement warranty on materials and equipment installed as part of this FIM.
- All warranties shall begin at the date of Substantial Completion.

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FIM 2.6: HVAC – Test and Balance Report for City Hall

- JCI shall perform test and balance (TAB) services for City Hall. Performance test shall be based on as-builts drawings provided by the Customer.
    - Existing equipment includes AHU's, terminal boxes, supply grills, and exhaust systems.
    - Testing and recordation to consist of read and report only, any corrective actions to be addressed under a separate authorized change order.
    - All work is to be performed during normal business hours.
- JCI shall provide a test report for City Hall. The report shall list any deficiencies discovered during service.
- JCI's responsibility shall be limited to conducting the TAB services and report observed conditions at the time of testing. JCI shall not be responsible for analysis of the TAB report, interpretation of results, or development, management, or implementation of corrective actions associated with any deficiencies identified.
- JCI may, at the Customer's request, provide general recommendations related to reported deficiencies; however, JCI shall not enlist the assistance of contractors, vendors, or other third parties to guarantee repairs unless directed as part of a separately authorized change order by Customer.
- JCI shall not be responsible for repairs or corrective actions related to deficiencies identified during the TAB services. Any corrective work performed by JCI, if elected by the Customer, shall be subject to a separately authorized change order.
- Customer shall provide a qualified controls support technician to assist during TAB services, including but not limited to enabling access to the Building Automation System (BAS), adjusting control parameters as directed by the TAB provider, and placing equipment into required operating modes for testing.
- JCI shall not be responsible for delays, incomplete TAB services, or performance limitations resulting from the unavailability or insufficient support of Customer-provided controls personnel.

FIM 2.7: HVAC – Temporary Cooling/Heating Services

- JCI has included allowance funds for temporary cooling/heat for areas affected during construction in the amount of fifty thousand dollars and no cents ($50,000.00)
- JCI shall not proceed with any work for these allowances without prior, written consent from the Customer.
- Any costs above the allocated allowances will be handled as a change order with the Customer.
- Any remaining allowance funds shall be reallocated to additional upgrades/improvement measures and/or miscellaneous improvement measures not described in Schedule 1 at the customer's direction to be executed by JCI under this Agreement.

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FIM 4.1: Building Envelope – Air Infiltration Improvements

Owens and City Hall were surveyed for the application of this measure. Energy is lost from various leakages throughout the buildings due to infiltration or exfiltration. The heat losses and heat gains occur due to gaps and openings that allow the building's conditioned (heated or cooled) air to mix with the outside ambient air. This measure will seal these leaks, resulting in energy savings and may improve comfort in the areas and occupied spaces that are subjected to outside air infiltration. The following buildings are in scope.

Table FIM 4.1-1: Buildings in Scope

Sites	Address	Square Feet
Dr. E. A. Owens Multipurpose Center	1405 SW 11th St, Lawton, OK 73501	21,500
City Hall	212 SW 9th St	135,000
	Total	156,500

Existing Conditions

Infiltration/exfiltration is the rate of uncontrolled air exchange that occurs through unintentional building openings. Throughout the buildings, many leaks were found that would allow heat to be lost during the winter and heat gained during the summer. These openings range from gaps around doors, exhaust fans and various other gaps allowing air to pass from a region of higher pressure to that of lower pressure. Outside wind conditions also provide increased pressure gradients across the leakage surfaces, which allow for correspondingly increased leakage rates. Temperature gradients also create the "source to sink" flow, therefore the greater the difference between the outside air and the indoor air temperature, the greater the rate of infiltration. Doors, roof-to-wall joint, rooftop ventilator and defunct relief vents are all major heat loss and gain contributors to the buildings.

Proposed Conditions

Refer to *FIM 4.1 Attachment 1* for floor plans and to *FIM 4.1 Attachment 2* for room-by-room coding of tasks

- Door Caulk Snap Trip/Interior Seal – caulk the non-operational components of the door/window jamb, casing or trim that have been identified as pathways for air leakage using caulk; install backer rod and elastomeric caulking if necessary. Install caulking with colors to match the interior aesthetics as closely as possible.
- Door Weather Stripping – ensure the door operates and closes appropriately. Notify prime contractor and/or Customer when doors are damaged. Install heavy duty weather stripping with aluminum carrier and brush gasket at door sides and top jamb. Install for 40% - 60% weather strip compression. Caulk behind weather strip carrier for air-tight seal. Cut aluminum carrier weather strip at locks, swing arms or any other hardware where necessary. Install door bottom sweep with aluminum carrier and sweep insert. For double doors install an astragal weather strip material at both sides of the center meeting.
- Roof-Wall Intersection Air Sealing/Roof-Wall Block Seal/Roof-Wall Block Firestop/Roof-Wall Paint – Install air barrier materials and sealants to create an air-tight transition at the roof-to-wall intersection. For smaller gaps, install spray polyurethane foam sealant to seal the gap. For mid-size or large gaps, install Dupont Thermax Sheathing as blocking/ backer, install fasteners with washers as necessary to fasten the Thermax Sheathing in place, install polyurethane sealants at the perimeter and seams of the Thermax Sheathing for an air-tight seal. Install all materials to create an air-tight seal in accordance with the manufacturer's specifications. If the area is exposed, the appropriate paint will be applied.
- Wall Air Sealing – install air barrier materials and sealants to create an air-tight transition at the incomplete areas of wall air barrier and insulation materials. For smaller gaps, install spray polyurethane foam sealant to seal the gap. For mid-size or large gaps, install DuPont Thermax Sheathing as blocking/ the primary air barrier material, install fasteners with washers as necessary to fasten the Thermax Sheathing in place, install polyurethane sealants at the perimeter and seams of the Thermax Sheathing for an air-tight seal. Install all materials to create an air-tight seal in accordance with the manufacturer's specifications.

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Locations Affected

Affected areas are identified in Table FIM 4.1-2. Detailed floorplan drawings indicating specific areas of work are included in the room-by-room located in *FIM 4.1 Attachment 1*.

Table FIM 4.1-2: Weatherization Strategies by Building

Building	Measure Description	Quantity	Linear Feet
City Hall	Double Door - Sides, Top, Sweep, Center	10	
	Single Door - Sides, Top, Sweep	1	
Owens	Double Door - Center	1	
	Double Door - Sides, Top, Sweep, Center	1	
	Roof-Wall Block, Seal		496
	Roof-Wall Block, Seal Paint		104
	Roof-Wall Seal		308
	Roof-Wall Seal Paint		84
	Single Door - Caulk Snap Trim	5	
	Single Door - Sides, Top, Sweep	7	
	Single Door - Sides, Top, Sweep and Spacer	1	

- All associated M&V – related scope, services, and activities necessary to support performance monitoring and reporting, whether performed prior to or following Substantial Completion of the applicable FIM, and including the scope outlined in Schedule 2 (M&V Plan).

Workmanship Warranty

Workmanship is warranted for a period of one (1) year from substantial completion of the work. Upon completion of the work, JCI, will provide Customer with a certificate documenting the date of substantial completion.

Material Warranties

The materials included for this FIM are covered by manufacturer’s warranties and are the Customer's sole recourse for manufacturer defects. Each such warranty is administered by the respective manufacturer of the material. JCI will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

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ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

M&V Services: The work to be performed as defined in Schedule 2, Section IV. The cost of this work for the post-installation report is included in the project costs. The cost of this work is shown in Schedule 4.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve total Non-Measured Project Benefits of $213,594, and JCI guarantees total Measured Project Benefits of $111,400 during the term of this Agreement. In addition, non-guaranteed rebates are valued at $5,583, and together with a capital cost contribution of $5,761,902, result in Total Project Benefits of $6,092,478 as detailed in the Total Project Benefits table below.

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Schedule 2

Total Project Benefits

Year	Guaranteed Measured Utility Cost Avoidance	Guaranteed Non-Measured Utility Cost Avoidance	Rebates / Incentives (Not Guaranteed)	Operations & Maintenance Cost Avoidance	Capital Avoidance / Capital Contribution	Annual Project Benefits
Construction Period	$842	$402	$5,583	$0	$5,811,901	$5,818,728
1	$20,824	$9,928	$0	$31,994	$0	$62,746
2	$21,449	$10,226	$0	$32,044	$0	$63,718
3	$22,092	$10,532	$0	$32,096	$0	$64,720
4	$22,755	$10,848	$0	$32,148	$0	$65,752
5	$23,438	$11,174	$0	$32,203	$0	$66,814
Total	$111,400	$53,109	$5,583	$160,485	$5,811,901	$6,142,478

Note: values in table above are rounded to the nearest dollar.

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

** Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.0%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the installation period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the installation period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements.* Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

The following provides a summary of the Non-Measured Project Benefits, which consist primarily of material and maintenance cost savings resulting from the implementation of the Improvement Measures. The amount of Project Benefits shall be deemed to increase during each year of the Project Benefits Term in accordance with the escalation percentages set forth below.

On an annual basis, the FIMs listed in this Section will be inspected through visual inspection and/or photographs to confirm their continued ability to achieve the anticipated material and maintenance savings. Any deviations will be documented and included in the annual report. If observations indicate that any FIMs have been altered or are deficient, the Customer will be notified, and such observations will be included in each year's energy savings report.

This section summarizes the Non-Measured Project Benefits. Detailed calculations and supporting documentation are provided by FIM in the applicable appendices. Calculations are based on current utility rates, and the values presented below reflect Year 1 Project Benefits.

The Customer agrees that the Non-Measured Project Benefits are reasonable and that installation of the Improvement Measures will enable the Customer to realize the material and maintenance savings described herein.

Non-Measured Project Benefits

Year	Material Cost Avoidance	Non-Measured Utility Cost Avoidance	Operations & Maintenance Cost Avoidance[1]	Capital Avoidance / Capital Contribution	Total Annual Non-Measured Project Benefits
0	$0	$402	$0	$5,811,901	$5,812,303
1	$1,661	$9,928	$30,333	$0	$41,922
2	$1,711	$10,226	$30,333	$0	$42,270
3	$1,763	$10,532	$30,333	$0	$42,628
4	$1,815	$10,848	$30,333	$0	$42,997
5	$1,870	$11,174	$30,333	$0	$43,377
Totals	$8,821	$53,109	$151,665	$5,811,901	$6,025,496
Note 1: Operations & Maintenance Costs do not escalate annually. All other rates escalated 3% annually.					

Non-Measured Material Cost Avoidance

FIM 1: Lighting Retrofit

The Non-Measured Project Benefits associated with lighting retrofits consist of material cost avoidance resulting from the installation of new lighting fixtures. These Non-Measured Benefits include avoided material costs for replacement lamps and ballasts, as the proposed lighting equipment has a longer rated life and lower failure rate than the existing equipment. Manufacturer material warranties applicable to the proposed lamps, ballasts, drivers, and fixtures are also incorporated into the savings calculations. The Non-Measured Benefits associated with lighting retrofits are reported.

Below are the equations used to calculate the annual material savings for each type of fixture:

Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.

Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.

Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.

Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.

Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.

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Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts ×Ballast Unit Cost per Hour.

Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) ÷ Project Term.

Annualized Warranty Term Material Savings = ((Existing Annual Lamp Material Cost × Proposed Lamp Warranty Period) + (Existing Annual Ballast Material Cost × Proposed Ballast Warranty Period)) ÷ Project Term.

For purposes of calculating Non-Measured material savings, manufacturer-published material costs and rated lifetimes for existing and proposed lighting components are used and annualized over the 20-year project term. The material savings calculations reflect the lighting technologies installed under this project scope, including LED troffer retrofit kits, direct-wire (Type B) LED tubes, new LED fixtures, and limited screw-in LED lamps, as described in Schedule 1 and the associated appendices.

Typical average rated lifetimes for the applicable lighting technologies are summarized below and are based on manufacturer data and industry-standard ratings:

Type of Lamp	Average Lamp Life (hrs)
Incandescent (existing baseline)	1,500–2,000
Compact Fluorescent Lamp (CFL – existing baseline)	~4,000
HID (existing baseline)	17,000–18,000
T8 Fluorescent Lamp / Ballast (existing baseline)	~24,000 / ~50,000
Screw-in LED Lamps (proposed, limited use)	~25,000
Direct-Wire (Type B) LED Tubes (proposed)	~50,000
LED Troffer Retrofit Kits (hardwired, proposed)	~80,000
New LED Fixtures (interior/exterior, proposed)	~100,000

The non-Measured Project Benefits associated with FIM 1.1 – Lighting Retrofits are based on avoided lighting component expenditures as calculated and summarized in the table below. These non-measured benefits reflect avoided material replacement costs for lamps, ballasts, drivers, and integrated fixture components over the project term. Detailed O&M material savings by facility, including room-by-room line-by-line calculations, are provided in *FIM 1.1 Attachment 1*.

FIM Savings Summary

Below are the Year 1 maintenance benefits from lighting retrofits for each facility.

FIM	Facility	Description	Year 1 Project Benefits
1.1	City Hall	Material Savings	$1,333
1.1	Owen Community Center	Material Savings	$240
1.1	Medicine Park WTP	Material Savings	$88
	Total		$1,661
There will be a 3% annual escalation of this non measured material cost avoidance over the guarantee term.			

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Non-Measured Utility Cost Avoidance

Facility	Year 1 Energy Benefits (Units)			Year 1 Utility Benefits (Cost)			Total
	kWh	kW	ccf	kWh	kW	ccf	
City Hall	54,522	266	-	$5,353	-	$0	$5,353
Medicine Park WTP	4,315	19	-	$436	-	$0	$436
Owen Community Center	34,167	205	212	$3,845	-	$294	$4,139
Total:	93,004	490	212	$9,634	-	$294	$9,928
There will be a 3% annual escalation of this non measured cost avoidance over the guarantee term.							

FIM 2.1: HVAC Upgrades – Chilled Water System Improvements

The savings for this FIM will be verified using operational verification. This M&V scope applies to the chiller FIM implemented under Schedule 1 – Scope of Work, including replacement of existing air-cooled chillers and associated chilled water system components at City Hall, as further described in *FIM 2.0 Savings Calculation Attachment* and *FIM 2.1 Attachment 1* and related subsections.

Non-Measured Project Benefits associated with the chiller FIM shall be verified under this approach:

- Savings are determined using engineering calculations and assumed parameters, and
- Ongoing field measurement of energy consumption is not required.

Non-Measured Utility Cost Avoidance is attributable to improvements in chilled water system efficiency resulting from:

- Replacement of existing chillers with higher-efficiency chillers
- Replacement of primary chilled water pumps with VFD-controlled pumps
- Conversion of chilled water control valves from 3-way to 2-way operation
- Integration of new equipment into the BAS

Utility savings are calculated using baseline and post-retrofit efficiencies, diversity factors, and Equivalent Full Load Hours (EFLH), and are not based on direct post-installation energy measurements.

The following parameters shall be contractually agreed, and not subject to ongoing measurement:

- Baseline and post-retrofit chiller efficiencies (manufacturer data and engineering judgment)
- Cooling diversity factors
- Cooling EFLH
- Chilled water system operating schedules
- Utility escalation rates

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These parameters are documented in *FIM 2.0 Savings Calculation Attachment* and *FIM 2.1 Attachment 1* and are agreed to by the Customer and JCI.

Parameter	Assumed Value / Source	Justification / Description
Baseline Chiller Efficiency	As documented in FIM 2.0 Savings Calculations	Baseline efficiencies are established using manufacturer product data, observed operating conditions, and engineering judgment. These values represent pre-retrofit chiller performance and are agreed to by the Customer and JCI. Baseline efficiencies are not measured post-installation.
Post-Retrofit Chiller Efficiency	Manufacturer-published performance data for installed chillers	Post-retrofit efficiencies are based on manufacturer certified ratings for the installed chiller models. These values reflect expected performance at design conditions and are verified through equipment submittals and commissioning documentation, but not through ongoing field measurement.
Cooling Diversity Factor	As defined in FIM 2.0 Savings Calculations	The cooling diversity factor accounts for the fact that installed cooling capacity is not fully utilized at all times. Values are based on engineering judgment and are used to align modeled energy consumption with historical utility usage.
Cooling EFLH	As defined by building in FIM 2.0 Savings Calculations	Cooling EFLH values are based on an energy balance with utility bills, staff interviews, and site observations. These values represent agreed annual operating conditions and are not directly measured.
Chilled Water System Operating Schedule	operating schedules documented in Section 5	System operating schedules reflect normal facility operation and BAS sequences following project completion. JCI is not responsible for savings impacts caused by Customer-directed schedule changes or overrides.
Control Strategy Implementation	Per Schedule 1 and BAS sequences of operation	Control strategies, including chilled water temperature reset, pump VFD operation, and valve sequencing, are verified as implemented during commissioning but are not trended for M&V purposes.
Utility Rates (Electricity)	Contract year utility rates with agreed escalation	Utility rates used to calculate cost avoidance are based on current utility tariffs at the time of contract execution and escalated annually per Schedule 4.
Utility Escalation Rate	As defined in Schedule 4	Escalation rates applied to Non-Measured Utility Cost Avoidance are contractually agreed and applied uniformly over the Guarantee Term.
O&M Cost Avoidance Baseline	Customer provided historical repair cost data	O&M cost avoidance values are based on actual historic repair expenditures provided by the Customer and are deemed achieved unless equipment is removed, disabled, or materially altered.

Upon completion of installation, JCI shall perform a one-time verification to confirm that:

- Chillers, pumps, valves, and BAS integrations were installed in accordance with Schedule 1
- TAB, start-up, and commissioning documentation is complete
- Systems are operational and performing as intended

This verification establishes the basis for Non-Measured Savings calculations.

FIM Savings Summary

Non-Measured Utility Cost Avoidance associated with Packaged Unit and Split Systems is based on the high-efficiency of the newly installed HVAC equipment. The Year 1 Non-Measured Utility Cost Avoidance is shown in the table below.

Facility	Year 1 Energy Benefits (Units)			Year 1 Utility Benefits (Cost)			Total
	kWh	kW	ccf	kWh	kW	ccf	
City Hall	47,620	233	-	$4,675	-	$0	$4,675
There will be a 3% annual escalation of this non measured utility cost avoidance over the guarantee term.							

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FIM 2.3-2.5: HVAC Upgrades

The savings for this FIM will be verified using operational verification. JCI will install high-efficiency HVAC systems, as listed in the scope of work for this Performance Contract. Buildings included as part of this FIM are summarized below:

Facility	Buildings	No of Units
Dr. E. A. Owens Multipurpose Center	Community Center	3
Medicine Park WTP	20 West, 60, 70, 80	9

Estimated Parameters	Assumed Value	Justification, Source and Description
Cooling Efficiency	See FIM 2.0 Savings Calculation	The pre-retrofit cooling efficiencies of each unit are based on product data, observed operating conditions, and engineering judgment. These values were not measured due to the cost associated with taking accurate field measurements, and measurement cost would not be feasible for the small amount of savings related to this FIM. The values are detailed in the calculation in Attachment 2 and are agreed to by the Customer and JCI for the term of the contract. The post-retrofit cooling efficiencies for each unit will be verified by utilizing the manufacturer's EER rating for each new unit. These values were not measured due to the cost associated with taking accurate field measurements, and measurement cost would not be feasible for the small amount of savings related to this FIM. However, JCI is not responsible for the loss of savings resulting from Customer-directed changes in operation, system overrides, or lack of maintenance. The savings calculations will be updated one-time based on the post-retrofit efficiencies for the installed units.
Heating Efficiency	See FIM 2.0 Savings Calculation	The pre-retrofit heating efficiencies of each unit are based on product data, observed operating conditions, and engineering judgment. These values were not measured due to the cost associated with taking accurate field measurements, and measurement cost would not be feasible for the small amount of savings related to this FIM. The values are detailed in this calculation in *FIM 2.0 Savings Calculation* and *FIM 2.3 Attachment 1* and are agreed to by the Customer and JCI for the term of the contract. The post-retrofit heating efficiencies for each unit will be verified by utilizing the manufacturer's AFUE rating for each new unit. These values were not measured due to the cost associated with taking accurate field measurements, and measurement cost would not be feasible for the small amount of savings related to this FIM. However, JCI is not responsible for the loss of savings resulting from Customer-directed changes in operation, system overrides, or lack of maintenance. The savings calculations will be updated one-time based on the post-retrofit efficiencies for the installed units.
Demand Diversity Factor	See FIM 2.0 Savings Calculation	The demand diversity factor accounts for instantaneous loads being less than the peak capacity of the equipment. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills. These values are agreed to by the Customer and JCI; and will not be measured.
Cooling Diversity Factor	See FIM 2.0 Savings Calculation	The cooling diversity factor accounts for cooling loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills. These values are agreed to by the Customer and JCI; and will not be measured.
Heating Diversity Factor	See FIM 2.0 Savings Calculation	The heating diversity factor accounts for heating loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills. These values are agreed to by the Customer and JCI; and will not be measured.
Equivalent Full Load Hours (EFLH)	See table below	The HVAC run hours are determined by building. The run hours are based on: an energy balance with the utility bills; conducting staff interviews; and site observations. The values are shown in the table below and are agreed to by the Customer and JCI for the term of the Agreement.

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Where direct measurement of existing HVAC system efficiency is not practical or cost-effective, baseline cooling efficiency (EER/SEER) is established using engineering estimates and agreed upon parameters consistent with industry-accepted guidance from ASHRAE, DOE, and National Renewable Energy Laboratory (NREL).

Baseline ("pre-retrofit") efficiency is derived from the original rated efficiency of the equipment when new, obtained from manufacturer data, AHRI directories, DOE appliance standards, or recognized industry reference tables applicable to the equipment vintage, and adjusted to reflect equipment age and condition using published degradation relationships accepted in energy engineering practice.

Performance degradation related to age, maintenance condition, and normal wear is applied using an exponential decay methodology consistent with NREL's Building America Performance Analysis Procedures and supporting LBNL studies, expressed as:

$$EFF = Base_{EFF} \times (1-M)^{age}$$

Where:

- Eff = Adjusted baseline cooling efficiency (EER or SEER)
- $Base_{EFF}$ = Original rated efficiency of the equipment when new
- M = Annual degradation (maintenance) factor (generally 0.01 - 0.03)
  - New Condition = Recently Installed = 0
  - Good Condition = Serviced Regularly = 0.01
  - Fair Condition = Seldom Serviced = 0.02
  - Poor Condition = Run to Fail = 0.03
- Age = Equipment age in years

Annual degradation factors are selected based on typical industry ranges and observed equipment condition and generally range from 0.01 to 0.03 for packaged and split DX equipment where no major refurbishment has occurred. This methodology accounts for real-world degradation impacts including coil fouling, refrigerant charge loss, component wear, and controls performance drift. The resulting adjusted efficiencies represent a reasonable and technically defensible estimate of pre-retrofit operating performance. Baseline efficiencies developed using this approach are assumed values for M&V purposes, are not subject to ongoing field measurement, and are used solely to establish project savings.

The table below shows the cooling and heating EFLH used to determine kWh and ccf saved. These values are based on estimated EFLH.

Equivalent Full Load Hours (EFLH)

Building	Cooling EFLH	Heating EFLH
Medicine Water Plant - Bldg. 70	1593	1746
Medicine Water Plant - Bldg. 60	1593	1746
Medicine Water Plant - Bldg. 20 West	1593	1746
Medicine Water Plant - Bldg. 80	1593	1746
Owen Community Center	1593	1746

Equations for Calculating Roof Top Units, DOAS, and Split System Savings

Energy (kWh)

Total kWh Saved = Design Capacity x Cooling Diversity Factor x {1 / Exist. EER – 1 / Prop. EER} x Cooling EFLH

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Natural Gas (therms)

Total Therms Saved = Gas Heating Input x Heating Diversity Factor x {1 / Exist. Heating Eff – 1 / Prop. Heating Eff} x Cooling EFLH x (1/ 100,000)

where:

Design Capacity = Total cooling capacity in tons

Gas Heating Input = Gas heating capacity in Btu/hr

Cooling EFLH = Cooling equivalent full load hours shown in table above

Heating EFLH = Heating equivalent full load hours shown in table above

FIM Savings Summary

Non-Measured Utility Cost Avoidance associated with Packaged Unit and Split Systems is based on the high-efficiency of the newly installed HVAC equipment. The Year 1 Non-Measured Utility Cost Avoidance is shown in the table below.

Facility	Year 1 Energy Benefits (Units)			Year 1 Utility Benefits (Cost)			Total
	kWh	kW	ccf	kWh	kW	ccf	
Medicine Park WTP	4,315	19	-	$436	-	$0	$436
Owen Community Center	34,167	205	212	$3,845	-	$294	$4,139
Total:	38,482	224	212	$4,280	0	$294	$4,575
There will be a 3% annual escalation of this Non-Measured Utility Cost Avoidance over the Guarantee Term.							

Non-Measured Operations and Maintenance Cost Avoidance

FIM 2: HVAC Upgrades

The savings for this FIM will be verified using operational verification. JCI will install high-efficiency HVAC systems and chillers, as identified in the Scope of Work for this Performance Contract. As part of FIM 2.3 – FIM 2.4 included in this Agreement, new equipment will replace existing units that currently require frequent repairs to maintain thermal comfort standards throughout City Hall and Dr. E. A. Owens Multipurpose Center.

While the new equipment will continue to require routine maintenance, overall maintenance costs are expected to be reduced due to improved reliability and reduced corrective repair needs. Non-Measured O&M Cost Avoidance reflects reductions in corrective maintenance and repair costs resulting from the replacement of aging chiller equipment with new systems.

O&M cost avoidance values are based on historical repair cost data provided by the Customer and are deemed achieved in accordance with the agreed escalation schedule, if applicable. The Customer acknowledges and agrees that replacement of the applicable equipment will result in the Non-Measured Project Benefits identified in the table below. Non-Measured O&M cost avoidance values shall not escalate annually. These values are derived from the City's historical annual repair expenditures incurred between June 2025 and February 2026.

Buildings included as part of this FIM are summarized below:

Facility	Repair Type(s)	Cost of Repairs
City Hall	Chillers	$14,193
Dr. E. A. Owens Multipurpose Center	RTUs	$16,140
Totals		$30,333
There will be no (0%) annual escalation of this non-measured maintenance cost avoidance over the guarantee term.		

The repair costs are based on actual invoices provided by the customer.

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Capital Cost Avoidance

For the purposes of this Agreement, “Capital Cost Avoidance” means the avoidance of future capital expenditures by the Customer (such as scheduled capital improvements or equipment replacements) because those items are being provided as part of the Improvement Measures under this contract. The parties acknowledge that, in accordance with Oklahoma State Statute Title 62, §318, a public entity may include such Capital Cost Avoidance in calculating the cost savings used to offset its annual payments under a performance-based efficiency contract. Inclusion of Capital Cost Avoidance as a Non-Measured Project Benefit in this Agreement reflects the Customer’s expected savings from not having to spend its capital funds on those avoided projects during the contract term. While these avoided capital costs are recognized to help demonstrate that the Total Project Benefits will meet or exceed the payments due (as required by Oklahoma law), the Customer understands that these particular savings are assumed rather than metered and are outside of JCI’s direct control. The Customer has evaluated and determined that such capital cost avoidance will occur, and therefore agrees to include this benefit in the overall financial justification of the project.

Capital Avoidance / Capital Contribution
$5,811,901

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III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the M&V methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the 2016 International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

Option A: Retrofit Isolation: Key Parameter(s) Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken pre-retrofit and every year after.

Partial measurement means that some, but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the assumed values fairly represent the probable actual values. Agreed upon values will be shown in the M&V plan. Engineering calculations measurements and assumptions are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Option A M&V Plan Summary

FIM Description	M&V Option	Frequency
1.1: Lighting Upgrade	A	One-Time
2.2: Hot Water System Improvements	A	One-Time
2.3 Controls Operating Schedule	A	One-Time
4.1: Building Envelope	A	One-Time

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Option A Year 1 Guaranteed Measured Benefits

FIM Description	Measured Energy Unit Benefits		
	kWh	kW	ccf
1.1: Lighting Upgrade	146,941	488	-
2.2: Hot Water System Improvements	-	-	622
2.3: Controls Operating Schedule	22,432	-	725
4.1: Building Envelope	6,237	-	1,109
Total:	175,610	488	2,456

Option A Year 1 Guaranteed Measured Cost Benefits

FIM Description	Measured Energy Cost Benefits			
	kWh	kW	ccf	Total
1.1: Lighting Upgrade	$14,824	$0	$0	$14,824
2.2: Hot Water System Improvements	$0	$0	$491	$491
2.3: Controls Operating Schedule	$2,524	$0	$1,006	$3,531
4.1: Building Envelope	$666	$0	$1,312	$1,978
Total:	$18,015	$0	$2,809	$20,824
There will be a 3% annual escalation of the measured utility cost avoidance over the guarantee term.				

The annual savings guarantee for this Agreement is an aggregate of the combined savings for each FIM. This agreement does not guarantee the specific performance of each individual FIM. Rather, this Agreement guarantees the combined performance of all the FIMs.

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FIM 1.1: LED Lighting Retrofit

Savings associated with FIM 1.1: Lighting Retrofit will be verified using IPMVP Option A: Retrofit Isolation with Key Parameter Measurement.

The measurement boundary is limited solely to the lighting systems impacted by the retrofit, independent of other building systems. Measured Project Benefits include:

- Electric energy savings (kWh) resulting from reduced fixture wattage and/or operating hours
- Electric demand savings (kW) where applicable

Thermal savings are not applicable to this FIM.

Key Parameter	Measurement Frequency	Measurement Description
Fixture Input Power (Watts)	One-time (pre & post)	Fixture power draw will be measured using a true RMS meter on a representative sample of fixtures in accordance with IPMVP and statistical sampling requirements. Where field measurement is not practical, manufacturer nameplate wattage or ANSI typical values may be used as allowed by the contract.
Fixture Quantity	One-time	Verified through installation records and as-built documentation.
Estimated Parameter	**Assumed Value**	**Justification, Source, and Description**
Burn Hours	See table below	The lighting system annual run hours by space type are agreed to be as shown in the table below. These run hours are based on interviews with staff, typical operation/etc. These values will not be measured.
Coincident Factor	0.1 - 1	The coincident factor is estimated based on the number of fixtures in a space type expected to be operating at the same time during the on-peak period – and is agreed to remain at the same value after the retrofit. This estimate is based on customer interviews/24-7 operation/etc.

Lighting Usage Groups

Lighting fixtures are categorized into usage groups by space type (e.g., offices, corridors, classrooms, auditoriums, storage, exterior, etc.). Each usage group is assigned:

- A defined annual operating hour value
- A coincidence factor reflecting expected demand diversity

These values are documented in the table below.

Building	Hrs Type Custom Codes	Description	Existing Burn Hours	Proposed Burn Hours	Coincidence Factor
City Hall	AU	Auditorium	1,304	913	0.50
City Hall & Owen	BR	Breakroom	2,868	2,008	0.90
Owen	BR	Breakroom	2,868	2,868	0.90
City Hall	BRAS	Breakroom Already Sensored	2,008	1,405	0.90
City Hall	CLAS	Classroom Already Sensored	2,184	1,529	0.90
City Hall & Owen	CR	Conference Room	1,304	913	0.50
City Hall	CRAS	Conference Room Already Sensored	913	639	0.50
Owen	CR	Conference Room	1,304	1,304	0.50
City Hall, Medicine Park WTP & Owen	E	Exterior	4,380	4,380	0.10
City Hall	EL	Elevator	8,760	6,132	1.00
Owen	GYM	Gym	2,086	2,086	0.90
City Hall	HALL	Banquet Hall	1,304	913	0.50
City Hall & Owen	HW	Hallway	2,868	2,008	0.90

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Schedule 2

Building	Hrs Type Custom Codes	Description	Existing Burn Hours	Proposed Burn Hours	Coincidence Factor
City Hall	HWAS	Hallway Already Sensored	2,008	1,405	0.90
Owen	HW	Hallway	2,868	2,868	0.90
City Hall	HW-24/7	Hallway 24/7	8,760	6,132	1.00
Owen	KT	Kitchen	2,868	2,868	0.90
City Hall	KT	Kitchen	2,868	2,008	0.90
City Hall	KT-24/7	Kitchen 24/7	8,760	6,132	1.00
City Hall	KTAS	Kitchen Already Sensored	2,008	1,405	0.90
Owen	ME	Mechanical Room	521	521	0.50
City Hall	ME	Mechanical/Electrical Rooms	521	365	0.50
City Hall	MEAS	Mechanical/Electrical Room Already Sensored	365	256	0.50
Owen	MP	Multi-Purpose Room	2,868	2,008	0.90
City Hall & Owen	OO	Open Area	2,868	2,008	0.90
City Hall	OOAS	Open Office Already Sensored	2,008	1,405	0.90
Owen	OO	Open Area	2,868	2,868	0.90
City Hall	OS	Office Support (copy room, coffee room, etc)	2,868	2,008	0.90
City Hall	OS-24/7	Office Support 24/7	8,760	6,132	1.00
City Hall	OSAS	Office Support Already sensored	2,008	1,405	0.90
City Hall & Owen	PO	Private Office	2,868	2,008	0.90
Owen	PO	Private Office	2,868	2,868	0.90
City Hall	POAS	Private Office Already Sensored	2,008	1,405	0.90
City Hall & Owen	RR	Restroom	2,868	2,008	0.90
City Hall	RRAS	Restroom Already Sensored	2,008	1,405	0.90
City Hall	RR-24/7	Restroom 24/7	8,760	6,132	1.00
City Hall & Owen	SEN	Sensor, No Burn Hours	0	0	1.00
City Hall	SHOP	Shop	2,868	2,008	0.90
Owen	ST	Storage	521	521	0.50
City Hall	ST	Storage	521	365	0.50
Owen	STAGE	Stage	2,086	2,086	0.90
City Hall	STAGE	Stage	1,304	913	0.50
City Hall	STAS	Storage Already Sensored	365	256	0.50
City Hall	SW	Stairwell	8,760	6,132	1.00
City Hall	SW-24/7	Stairwell 24/7	8,760	6,132	1.00
City Hall	SWAS	Stairwell Already Sensored	6,132	4,292	0.90
City Hall & Owen	X	Exit Signs	8,760	8,760	1.00

The burn hours and coincidence factors set forth in this Exhibit are estimated agreed upon values established by usage group based on Customer's facility operating schedules, staff interviews, and observed use patterns. These values are applied uniformly across all applicable facilities and will not be directly measured, consistent with IPMVP Option A.

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Equations for Calculating Lighting Retrofit Savings

Electric Demand Savings (kW)

$$\text{kW Savings} = \Sigma \left[\left(\text{kW/Fixture}_{pre} \times \text{Quantity}_{pre} \times \text{Coincidence Factor}_{pre} \right) - \left(\text{kW/Fixture}_{post} \times \text{Quantity}_{post} \times \text{Coincidence Factor}_{post} \right) \right]_u$$

where:

$\text{kW / Fixture}_{pre}$ = Lighting baseline demand per fixture during for usage group *u*

$\text{kW / Fixture}_{post}$ = Lighting demand per fixture during post-retrofit period for usage group *u*

Quantity_{pre} = Quantity of affected fixtures before the lighting retrofit for usage group *u*

Quantity_{post} = Quantity of affected fixtures after the lighting retrofit for usage group *u*

$\text{Coincidence Factor}_u$ = Coincident Factor is a percentage multiplier to account for Demand Diversity of each specific usage group u. Coincidence factors are held constant between baseline and post-installation conditions

Electric Energy Savings (kWh)

$$\text{kWh Savings}_{Lighting} = \Sigma_u \left[\left(\text{kW/Fixture}_{pre} \times \text{Quantity}_{pre} - \text{kW/Fixture}_{post} \times \text{Quantity}_{post} \right) \times \text{Burn Hours} \right]_u$$

where:

$\text{kWh Savings}_{Lighting}$ = kilowatt-hour savings realized during the post-installation time for usage group u

Burn Hours = Annual burn hours by usage group are agreed-up and unchanged pre- and post-retrofit unless occupancy sensors or controls are included.

Refer to *FIM 1.1 Attachment 1* Savings for the detailed line-by-line calculations.

Equations for Calculating Occupancy Sensor Savings

Electricity Consumption (kWh)

$$\text{kWh Savings}_{occupancy} = \Sigma_u \left[kW_u \times (\text{Burn Hours}_{pre} - \text{Burn Hours}_{post} \right]_{t,u}$$

where:

kW_u = kilowatt used during the post-installation time for usage group u

Burn Hours = Number of operating hours during the time period t for the usage group u

JCI Responsibilities

Measurement and Verification Activities

During installation, the savings associated with this FIM will be measured and verified through a combination of activities. Updated quantities and post-retrofit measurements taken upon completion of installation, in accordance with the methodology described earlier in this section, will be used to update the calculation spreadsheets to determine achieved savings. These results will be reported in the post-installation savings report. Additionally, verification will be performed to confirm that the as-built documentation and final completion documents reflect the scope identified in the contract.

During the performance period, verification activities will consist of visual inspections and/or interviews with client staff to confirm that lighting systems remain installed and operational. Savings will continue to be based on post-installation measured wattages and assumed operating assumptions, monetized using the applicable year's escalated utility rates. If fixtures are removed, altered, or disabled, the condition will be documented that performance period's report.

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FIM Savings Summary

Below are the Year 1 Measured Project Benefits from lighting retrofits for each facility.

Facility	Year 1 Energy Benefits (Units)			Year 1 Utility Benefits (Cost)		
	kWh	kW	ccf	kWh	ccf	Total
City Hall	106,078	401	-	$10,415	-	$10,415
Medicine Park WTP	16,334	4	-	$1,649	-	$1,649
Owen Community Center	24,529	83	-	$2,760	-	$2,760
Total:	146,941	488	-	$14,824	-	$14,824
There will be a 3% annual escalation of the measured utility cost avoidance over the guarantee term.						

FIM 2.2: HVAC – Hot Water System Improvements

FIM 2.2 consists of heating hot water system improvements, including replacement of existing boilers with high-efficiency condensing boilers and associated modifications to pumps, valves, controls, piping interfaces, and integration with the BAS, as defined in Schedule 1 – Scope of Work.

These improvements reduce natural gas consumption by increasing boiler useful thermal efficiency relative to baseline conditions.

Savings for this FIM will be verified in accordance with IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. Savings are attributable to improved equipment efficiency relative to the existing boilers; therefore, the measurement boundary is limited to the boiler system at the City Hall.

Measured Project Benefits include:

- Natural gas savings (ccf) attributable to improved boiler efficiency

No electric savings, demand savings, or heat recovery benefits outside the heating hot water system are included in this FIM.

Key Parameter	Measurement Frequency	Measurement Description
Boiler Combustion Efficiency	One-time Pre & One-time Post	Pre-retrofit heating efficiencies were established during the development period. Post-retrofit boiler combustion efficiency will be verified through field measurement and review of manufacturer-certified performance data for the installed units. Manufacturer factory testing and certification procedures are relied upon to confirm performance at published ratings. Combustion efficiency reflects losses associated solely with the combustion process. During testing, fuel type, oxygen concentration, ambient air temperature, stack temperature, combustion efficiency, and hot-water return temperature will be recorded. Post-retrofit efficiency values will be adjusted to account for radiation and convective losses. JCI is not responsible for reductions in savings resulting from Customer-directed schedule changes, system overrides, or inadequate maintenance.
Return Water Temperature	Spot / BAS trended	Used to determine condensing state
Boiler Make / Model	One-time	Verified via submittals and as-built documentation

Estimated Parameters	Assumed Value	Justification, Source, and Description
Jacket & Radiation Losses (L_fixed)	2%	Radiation and convection losses are based on observed installation conditions, engineering judgment, and guidance published by the American Boiler Manufacturers Association (ABMA), Determining & Testing Boiler Efficiency for Commercial/ Institutional Packaged Boilers (May 2008). These losses are generally constant over the operating range and vary by boiler type, size, and operating pressure. Boilers are installed indoors in a basement environment with minimal air velocity, limiting convective effects.

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Estimated Parameters	Assumed Value	Justification, Source, and Description
Weather	TMY3 – Lawton, OK	Typical Meteorological Year 3 (TMY3) weather data representative of this location was used in energy modeling. TMY3 datasets include hourly meteorological and solar data published by the NREL.
HHV/LHV Conversion Factor	0.90	Conservative natural gas default

Methodology for Calculating Savings

Savings Methodology for Boiler Replacement

Savings for this FIM are developed using engineering equations consistent with industry standards and ASHRAE methodologies. Building-level energy consumption is modeled with weather-bin analysis using site-specific inputs (occupancy, lighting and equipment densities, infiltration, and envelope heat transfer for walls, roofs, windows, and doors). These inputs are used to compute heating coil loads that reflect outdoor air conditions, space temperature setpoints, and control strategies. Coil loads are then applied to the primary heating equipment (boilers), and boiler energy consumption is calculated using part-load efficiency performance curves to satisfy modeled heating demand.

Savings for this FIM were developed using a whole-building energy model. Detailed modeling methodology and assumptions are provided in *FIM 2.0 Savings Calculation Attachment*; model simulations will be updated, as applicable, to reflect the post-retrofit field measurements described in this section. Resulting Measured Project Benefits are valued using the utility rates and escalation factors presented in Section IV of this Schedule.

Boiler efficiency (baseline and post-retrofit) will be determined as the ratio of useful thermal energy delivered (Btu meters on hot-water supply) to natural gas energy input (fuel meters), using totalized/trended data (via BAS where available; otherwise via standalone totalizing meters). Data will be periodically reviewed during the M&V period.

Baseline thermal efficiency values used for FIM 2.2 are those identified in the baseline boiler efficiency table below. For City Hall, baseline efficiency was established through field combustion testing and BAS trend review as follows:

Boiler Tag	Boiler Description	Baseline Status
Boiler 158	Existing condensing hot water boiler	Baseline combustion testing performed
Boiler 157	Existing condensing hot water boiler	Not in service during baseline testing

Baseline boiler efficiency for Boiler 158 was established through field combustion testing performed by JCI on 02/25/2026, combined with return water temperature data obtained from the BAS, and converted to useful thermal efficiency on an HHV basis using the approved City of Lawton methodology.

Baseline boiler efficiency for Boiler 157, which was out of service during the baseline testing period, shall be treated as follows for M&V purposes:

- Boiler 157 shall be assigned the same baseline thermal efficiency as Boiler 158 unless and until Boiler 157 is returned to service and combustion testing is performed; and
- This approach is consistent with IPMVP Option A and JCI ESPC practice for identical or functionally equivalent equipment serving a common system.

Savings Calculation

Natural gas savings attributable to this FIM are calculated as:

$$\text{Gas Savings} = \text{NG}_{\text{baseline}} \times \left(1 - \frac{\eta_{\text{thermal, baseline}}}{\eta_{\text{thermal, post}}}\right)$$

Where:

$NG_{baseline}$ = baseline natural gas consumption for heating hot water

$\eta_{thermal,baseline}$ = baseline thermal efficiency

$\eta_{thermal,post}$ = post-retrofit thermal efficiency

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The expected savings are as follows:

Building	Equipment	Pre-Retrofit Boiler Efficiency (%)
City Hall	Condensing Boiler 158	78.22%
City Hall	Condensing Boiler 157	N/A

Contractual Baseline Reference

The baseline boiler efficiency value of 78.22% (HHV basis) shown in the baseline boiler efficiency table for City Hall corresponds to Boiler 158, calculated as:

$$\eta_{therm\ \ ,HHV} \approx \eta_{comb,LHV} \times 0.90 - L_{fixed} + G_{cond}$$

Using:

- Measured combustion efficiency (LHV): 86.35%
- Jacket & radiation losses: 2%
- Condensing gain at ~128°F return water temperature: 2.5%

This baseline efficiency shall apply to both Boiler 157 and Boiler 158 for purposes of calculating Measured Project Benefits under FIM 2.2.

Post-Retrofit Verification (Boiler-Specific)

Following installation of the heating hot water system improvements:

- Post-retrofit combustion testing will be performed on each boiler returned to service, including Boiler 157 and Boiler 158, where practicable;
- If post-retrofit testing is performed on only one boiler, the results may be applied to the companion boiler provided the units are of the same make, model, and control configuration; and
- Any deviation shall be documented in the annual M&V report.

JCI Responsibilities

Measurement and Verification Activities

During installation, the savings associated with this FIM will be measured and verified through a combination of activities. Post-retrofit measurements taken upon completion of installation, in accordance with the methodology described earlier in this section, will be used to update the calculation spreadsheets to determine achieved savings. These results will be reported in the post-installation savings report. Additionally, verification will be performed to confirm that the as-built documentation and final completion documents reflect the scope identified in the contract.

During the performance period, verification activities will consist of visual inspections and/or interviews with client staff to ensure the equipment continues to function as intended. Savings will be based on post-installation measurements and monetized using the applicable year's escalated utility rates.

If any portion of the measure is removed or altered, JCI will document the condition and report the resulting impact on the measure's savings. Such changes may require an adjustment to the original guaranteed savings and will be communicated to the Customer.

FIM Savings Summary

Below are the Year 1 operational verification utility benefits from building envelope improvements for each facility.

Courthouse Boilers	Year 1 Energy Benefits (Units)		Year 1 Utility Benefits (Cost)		
	kWh	ccf	kWh	ccf	Total
Condensing Boiler 158 & 157	-	622	$0	$491	$491
There will be a 3% annual escalation of this measured utility cost avoidance over the guarantee term.					

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FIM 2.3: HVAC – Controls Integration at Owens

The electricity and natural gas savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy consumption for the HVAC system; therefore, the measurement boundary is the HVAC system itself. JCI will set the control schedules for HVAC equipment based on the temperature setpoints agreed upon with the Customer as shown in Section V.

Key Parameter	Measurement Frequency	Measurement Description
Post Unit Run Hours (as scheduled)	One- Time	The post-retrofit run hours are determined by conformance to the building occupancy schedules as listed in Section V below. Individual total run hours and associated EFLH for each building are shown in the calculation located in *FIM 2.0 Savings Calculation Attachment*. JCI will verify the contractual schedules are being implemented and operating properly using instantaneous observations provided in the post-installation report. JCI will review and identify variances in the schedule in comparison with contractual agreements. However, JCI is not responsible for loss of savings resulting from Customer-directed changes in schedules, system overrides, or lack of maintenance that result in schedules run hours beyond contract agreed upon values. The EFLH and associated savings will be updated to reflect post-retrofit measurements only if non-conformance in HVAC schedules is JCI responsibility.
Pre and Post Zone Temperature Setpoints	One-time	The pre-retrofit zone temperature setpoints are based on staff interviews, and an energy balance with the utility bills. The values are detailed in this calculation in *FIM 2.0 Savings Calculation Attachment* and are agreed to by the Customer and JCI for the term of the contract. The post-retrofit zone temperature setpoints will be verified through trends and/or instantaneous reviews (remotely) of occupied and unoccupied setpoints through the new BAS. The proposed zone temperature setpoints can be found in Section V below. JCI will provide the findings in the post-installation report. JCI will identify any variances between the actual setpoints and the contractual agreements. However, JCI is not responsible for loss of savings resulting from Customer-directed changes in setpoints, system overrides, or lack of maintenance.

Estimated Parameters	Assumed Value	Justification, Source and Description
Pre-retrofit Unit Run Hours	Refer to Section V	Refer to Section V for Pre-retrofit Unit Run Hours.
Cooling and Heating Efficiency	See Attachment FIM 2.0	Efficiencies are based on manufacturer's product data. These values represent the post-installation efficiencies for equipment replaced under *FIM 2.0 Savings Calculation Attachment*. The pre- and post-efficiencies for this FIM will be the same. These values are agreed to by the Customer and JCI; and will not be measured.
Cooling Diversity Factor	See Attachment FIM 2.0	The diversity factor accounts for loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills. These values are agreed to by the Customer and JCI; and will not be measured.
Heat Diversity Factor	See Attachment FIM 2.0	The diversity factor accounts for loads being less than the installed capacity on an annual basis. The diversity factor is based on engineering judgment and is used to ensure baseline energy is not greater than utility bills. These values are agreed to by the Customer and JCI; and will not be measured.
Cooling and Heating EFLH	See Attachment FIM 2.0	The cooling and heating EFLH hours are determined based on equipment run hours. The run hours are based on an energy balance with the utility bills; conducting staff interviews; and site observations. This value is agreed to by the Customer and JCI for the term of the Agreement.

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Control strategies are included as part of this FIM and their key parameters are listed in the table below. Key parameters are subject to change based on final installation.

Trended Points for Verification

Control Strategies	Key Parameters
Occupancy Schedule Optimization	Occupancy Command
	Fan Start/Stop
	Fan Status
	Runtimes
	Zone Temperature
	Occupied Zone Temperature Cooling Setpoint
	Occupied Zone Temperature Heating Setpoint
	Unoccupied Zone Temperature Cooling Setpoint
	Unoccupied Zone Temperature Heating Setpoint

Equations for Calculating Energy Savings

BAS controls savings were calculated using a spreadsheet model of baseline and post-installation conditions (see *FIM 2.0 Savings Calculation Attachment*). BAS controls savings were calculated based on the existing equipment being controlled, the type of HVAC system (cooling/heating), system efficiency, and the proposed run time for the previously listed equipment (shown in Section IV). The existing system run time was determined using staff interviews. A spreadsheet model (PDF included in FIM 2.0) was used to determine the anticipated loading during an 8,760-hour period using TMY3 weather data for Lawton, OK.

Pre and Post EFLH at Owen Community Center

Unit Designation	Pre-Retrofit Cooling EFLH	Pre-Retrofit Heating EFLH	Post-Retrofit Cooling EFLH	Post-Retrofit Heating EFLH
RTU # 228 & 229	1593	1746	796	717
RTU # 230 & 231	1593	1746	1593	1746

Equations for Calculating HVAC Controls Savings

EFLH

$$\text{Cooling EFLH} = \sum_{i=1}^{n} \left(H_i \times \frac{Q_{Cooling}}{Q_{Cool,design}} \right)$$

$$\text{Heating EFLH} = \sum_{i=1}^{n} \left(H_i \times \frac{Q_{Heating}}{Q_{Heat,design}} \right)$$

Where:

I = 1 is the starting index of the bin number

N = keep adding the data until the last (bin) item

H_i = number of annual hours in outdoor temperature bin *i*

$Q_{cool,i}$, $Q_{heat,i}$ = calculated cooling or heating load at bin *i*

$Q_{cool,design}$, $Q_{heat,design}$ = corresponding design (peak) cooling or heating load

EFLH represents the annual number of hours the system would operate at full load to produce the same annual energy consumption as actual part-load operation.

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Energy (kWh)

Total kWh Saved = Design Capacity x 12000 x Cooling Diversity Factor x (1 / EER) x (1 / 1000) x (Pre-Retrofit Cooling EFLH – Post-Retrofit Cooling EFLH)

where:

Cooling Diversity Factor = Described in table above

Design Capacity = Total cooling capacity in tons

Pre-Retrofit Cooling EFLH = Described in table above

Post-Retrofit Cooling EFLH = Described in table above

Natural Gas (CCF)

Total CCF Saved = Gas Heating Capacity x Heating Diversity Factor/ (Heating Efficiency) x (Pre-Retrofit Heating EFLH – Post-Retrofit Heating EFLH) x (1/103)

where:

Heating Diversity Factor = Described in table above

Gas Heating Capacity = Gas heating capacity in kBtu/hr

Pre-Retrofit Heating EFLH = Described in table above

Post-Retrofit Heating EFLH = Described in table above

JCI Responsibilities

Installation Period M&V Activities

Following the installation of this FIM, programming of control strategies will be verified by reviewing information within the BAS through instantaneous observations of contractual sequences, setpoints, and schedules. Contractual setpoints and schedules are detailed in Section V.

Trends and totalizations will be setup (15-minute interval on analog points and binary points, totalizations will be on a daily/monthly basis) on the key variables. The setpoints, control strategies, and other relevant values are outlined above as part of the key parameters. Any deviation from the proposed control strategies will be documented and reported in the post-install report.

Once the control strategies are proven operational within the BAS, the Customer will assume full responsibility for maintaining the control system and keeping schedules and setpoints within agreed upon contract parameters. However, JCI is not responsible for the loss of savings resulting from Customer-directed changes in schedules, system overrides, or lack of maintenance that results in schedules run hours beyond contract agreed upon values. JCI will update the savings calculations for equipment scheduling based on actual schedules only if non-conformance in HVAC schedules is JCI responsibility.

FIM Savings Summary

Below are the Year 1 operational verification utility benefits from controls integration for Owen Community Center.

Facility	Year 1 Energy Benefits (Units)		Year 1 Utility Benefits (Cost)		
	kWh	ccf	kWh	ccf	Total
Dr. E. A. Owens Multipurpose Center	18,415	375	$2,072	$521	$2,593
There will be a 3% annual escalation of this measured utility cost avoidance over the guarantee term.					

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FIM 4.1: Building Envelope Improvements

FIM 4.1 consists of building envelope improvements, including sealing of window and door openings and other identified air leakage paths, as defined in Schedule 1 – Scope of Work. These improvements reduce unintended air infiltration and exfiltration, thereby reducing heating and cooling loads. Savings associated with FIM 4.1 will be verified using IPMVP Option A – Retrofit Isolation with Key Parameter Measurement. The measurement boundary is limited to the building envelope.

Measured Project Benefits include:

- Electric energy savings (kWh) attributable to reduced cooling loads
- Natural gas savings (ccf) attributable to reduced heating loads

Key Parameter	Measurement Frequency	Measurement Description
Leakage Area – Pre & Post-Retrofit	One-time	Pre-Retrofit: The exterior building envelope was surveyed and the total area of the holes in the envelope were measured. Refer to *FIM 4.1 Attachment 2* for pre-project established information. Post-Retrofit: The exterior building envelope will be surveyed after the holes have been sealed to verify the reduction in area.

Estimated Parameters	Assumed Value	Justification, Source and Description
Wind Speed	9.92 mph	The wind speed is based on TMY3 weather data sourced from DOE - TMY3 - Typical Meteorological Year. DOE Hourly Weather Data. It is agreed that this represents a typical hourly weather profile and will not be measured.
Outdoor Temperature	Heating: 49.5°F Cooling: 76°F	The hourly outdoor temperature is based on TMY3 weather data sourced from DOE - TMY3 - Typical Meteorological Year. DOE Hourly Weather Data. It is agreed that this represents a typical hourly weather profile and will not be measured.
Degree Days	HDD: 3088 CDD: 1943	The hourly outdoor temperature is based on TMY3 weather data sourced from DOE - TMY3 - Typical Meteorological Year. DOE Hourly Weather Data. It is agreed that this represents a typical hourly weather profile and will not be measured.
Indoor Temperature – Cooling Season	Occupied: 72°F Unoccupied: 78°F	The indoor temperature during the cooling season has been agreed to by the customer to be 72°F. It is agreed that this temperature will be used by the building and will not be measured.
Indoor Temperature – Heating Season	Occupied: 70°F Unoccupied: 65°F	The indoor temperature during the heating season has been agreed to by the customer to be 70°F. It is agreed that this temperature will be used by the building and will not be measured.
Heating System Efficiency	See FIM 4.1 Attachment 2	The heating system efficiency is based on manufacturer's data. It is agreed that efficiency will not be measured.
Cooling System Efficiency	See FIM 4.1 Attachment 2	The cooling system efficiency is based on manufacturer's data. It is agreed that efficiency will not be measured.

Methodology for Calculating HVAC Savings from Building Envelope Improvements

Savings result from the reduction in air infiltration due to sealing of envelope leakage paths. Reduced infiltration decreases the volume of conditioned air lost during heating and cooling seasons, thereby reducing HVAC energy consumption.

Cooling energy savings are calculated by determining the difference between pre- and post-retrofit airflow leakage rates, based on the reduction in leakage area from sealing. This reduction is evaluated using the physical properties of air, the cooling system's coefficient of performance, and total annual cooling degree days.

Heating energy savings are calculated in a similar manner, with the difference between pre- and post-retrofit airflow leakages evaluated using the physical properties of air, the heating system's efficiency, and total annual heating degree days.

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Cooling and heating energy savings equations are shown below.

Equations for Calculating Savings from Building Envelope Improvements

$$\text{Airflow Leakage}_{pre} = Q_{pre} = K \times A_{pre} \times P_{wind}$$

$$\text{Airflow Leakage}_{post} = Q_{post} = K \times A_{post} \times P_{wind}$$

where:

$Q =$ Leakage airflow rate

$K =$ Thermal conductivity of air, measured in Btu/(hr × ft × °F); measure of a building's ability to transfer heat

$A =$ Leakage area (ft^2)

$P_{wind} =$ Wind pressure factor, measured in Pascals, Pa

Electricity Consumption (kWh)

$$kWh = \frac{(Q_{pre} - Q_{post}) \times \text{Cooling Degree Days} \times \rho_{air} \times C_{P_{air}} \times \frac{60\ \text{min}}{\text{hr}} \times \frac{24\ \text{hrs}}{\text{day}} \times \frac{0.00029307\ \text{Btu}}{\text{kWh}}}{\text{Coefficient of Performance}}$$

Natural Gas Consumption (ccf)

$$ccf = \frac{(Q_{pre} - Q_{post}) \times \text{Heating Degree Days} \times \rho_{air} \times C_{P_{air}} \times \frac{60\ \text{min}}{\text{hr}} \times 24}{\frac{100{,}000\ \text{Btu}}{\text{therm}} \times \text{Heating System Efficiency}}$$

where:

$\rho_{air} =$ Air density, constant value at 0.075 lbm/ft^3

$C_{P_{air}} =$ Specific heat of air; constant value at 0.243 Btu/lbm× ºF

$P_{wind} =$ Wind pressure factor, measured in Pascals

JCI Responsibilities:

Measurement and Verification Activities

During installation, the savings associated with this FIM will be verified, rather than directly measured, through a review of updated calculation spreadsheets. These spreadsheets will reflect verified installation quantities, including the applicable square footage and type of building envelope materials installed, and will be updated upon completion of installation in accordance with the methodology described earlier in this section. The resulting verified savings will be documented in the post-installation savings report.

In addition, verification will be performed to confirm that the as-built documentation and final completion documents accurately reflect the scope of work defined in the contract.

If any portion of the measure is removed, reduced, or otherwise altered, JCI will document the condition and assess the resulting impact on the calculated savings. Any such changes may require an adjustment to the originally projected or guaranteed savings and will be communicated to the Customer.

FIM Savings Summary

Below are the Year 1 operational verification utility benefits from building envelope improvements for each facility.

Facility	Year 1 Energy Benefits (Units)		Year 1 Utility Benefits (Cost)		
	kWh	ccf	kWh	ccf	Total
City Hall	2,471	381	$243	$301	$543
Owen Community Center	3,766	728	$424	$1,011	$1,435
Totals:	6,237	1,109	$666	$1,312	$1,978
There will be a 3% annual escalation of the measured utility cost avoidance over the guarantee term.					

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Changes in Use or Condition; Adjustment to Baseline and/or Annual Project Benefits

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during4 the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer’s location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

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IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from January 2025 through December 2025.

Building	Baseline Electric ($ / kWh)	Baseline Natural Gas ($/ccf)	Year 1 Electric ($ / kWh)	Year 1 Natural Gas ($/ccf)
City Hall	$0.0986	$0.7558	$0.1016	$0.7785
Medicine Park WTP	$0.0980	N/A	$0.1010	N/A
Owen Community Center	$0.1092	$1.3482	$0.1125	$1.3887

Note the O&M savings do not escalate for the term of this guarantee.

V. PRIMARY OPERATIONS SCHEDULE PRE & POST-RETROFIT

The pre-retrofit and post-retrofit HVAC occupancy schedules for Dr. E. A. Owens Multipurpose Center are shown in the tables below.

HVAC Occupancy Schedules (Pre-Retrofit)

Monday – Friday	Saturday, Sunday	Holidays
HVAC schedules run in Occupied mode 24 hours	HVAC Schedules in Occupied Mode	HVAC Schedules in Occupied Mode

HVAC Occupancy Schedules (Post-Retrofit)

Monday – Friday	Saturday, Sunday	Holidays
Occupied 11AM to 8 PM; Unoccupied all other times	Unoccupied	Unoccupied

The pre and post temperature setpoints will be adjusted to the following:

Pre and Post-Retrofit Occupied and Unoccupied Temperature Setpoints for Owen CC

Mode	Pre-Retrofit		Post-Retrofit	
	Occupied	Unoccupied	Occupied	Unoccupied
Cooling	72°F	N/A	72°F	78°F
Heating	70°F	N/A	70°F	65°F

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VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the installation period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the installation period, as well as any Non-Measured Project Benefits applicable to the installation period, to Customer within 60 days of the commencement of the Guarantee Term.

4. For specified Improvement Measures utilizing an “Option A” M&V protocol, JCI will:

    a. conduct pre and post-installation measurements required under this Agreement;

    b. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    c. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

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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. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing JCI laydown yard for staging equipment.
3. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
4. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
5. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site; and
    f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
9. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within fourteen (14) days of Customer receipt and/or generation or JCI's request therefor;
11. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
13. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

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14. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;
16. If any equipment under control is changed out it is the Customer's responsibility to move the controls and the controls programming to the new equipment.

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PRICE AND PAYMENT TERMS

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

1. *Price for the Work*. The price to be paid by Customer for the Work shall be $5,811,901.

The above price is inclusive of the below not to exceed allowance. Any remaining allowance funds shall be reallocated to additional upgrades/improvement measures and/or miscellaneous improvement measures not described in Schedule 1 at the customer's direction to be executed by JCI under this Agreement.

1. **Temporary Cooling/Heating**: Fifty thousand dollars and no cents ($50,000.00)

- JCI shall not proceed with any work for these allowances without prior, written consent from the Customer.
- Any costs above the allocated allowances will be handled as a change order with the Customer.
- Any general conditions costs outside the non-allowance Scope of Work included in Schedule 1 construction period that are not due to delays caused by JCI and JCI Subcontractors, shall be included as part of the allocation cost and deducted from the allocation dollars.

2. *Mobilization*. Customer shall pay JCI $1,602,765 within 30 days after Notice to Proceed (NTP).
3. *Work*.

Table 1: Work Payment Schedule

Payment No.	Month	Amount ($)
1	1-May-26	$1,602,765
2	1-Jun-26	$1,510,253
3	1-Jul-26	$193,076
4	1-Aug-26	$243,432
5	1-Sep-26	$1,157,138
6	1-Oct-26	$283,574
7	1-Nov-26	$0
8	1-Dec-26	$0
9	1-Jan-27	$0
10	1-Feb-27	$0
11	1-Mar-27	$0
12	1-Apr-27	$0
13	1-May-27	$0
14	1-Jun-27	$0
15	1-Jul-27	$821,663
	Total	$5,811,901

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Attachment 1

NOTICE TO PROCEED

Johnson Controls, Inc.
2835 S. Utah Ave.
Oklahoma City, OK 73108
ATTN: Nicholas Rappold

Re: Notice to Proceed for City of Lawton

Dear Nicholas Rappold:

This Notice to Proceed is being issued by City of Lawton ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable mark-up thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

City of Lawton

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:
Johnson Controls, Inc.

Signature: DocuSigned by: Matthew Singleton 46E926B1675B49F...

Printed Name: Matthew Singleton

Title: Area General Manager

Date: 4/27/2026

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Attachment 2

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.	Date (mo/day/yr)
Customer [Insert Customer Name]		

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.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

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Attachment 3

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
2835 S. Utah Ave.
Oklahoma City, OK 73108

City of Lawton ("Customer")
212 SW 9th St.
Lawton, OK 73501

PROJECT: City of Lawton; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached

☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

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Attachment 4

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. (“JCI”)
2835 S. Utah Ave.
Oklahoma City, OK 73108

City of Lawton (“Customer”)
212 SW 9th St.
Lawton, OK 73501

PROJECT: City of Lawton; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI’s obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

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