

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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2025 – 2027 HVAC Controls Service Agreement ☐

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn

4/30/25

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Firm agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Firm prior to or after the term of this contract shall be performed at the expense of Firm and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Firm defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Firm in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Firm's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Firm shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Firm. The Firm shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Firm shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this

Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Firm Services:

Payment to the Firm for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Firm for any costs or expenses incurred by the Firm in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Firm, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Firm understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Firm authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Firm will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Firm to make the necessary estimated tax payments throughout the year, if any, and the Firm is solely liable for any tax obligation arising from the Firm's performance of this Agreement. The Firm hereby agrees to indemnify the County against any demand to pay taxes arising from the Firm's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Firm must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Firm's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Firm has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Firm the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Firm to termination or damages, provided that the County promptly gives notice in writing to the Firm of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Firm of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Firm acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Firm, (3) to set off any amount so paid or incurred from amounts due or to become due the Firm. In the event the Firm obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Firm by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Firm agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Firm:

The Firm's services shall be furnished by the Firm as an independent Firm, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Firm as an independent Firm.

The Firm acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Firm is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Firm represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Firm will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Firm. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Firm shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Firm or any employee of the firm or any subFirm or any employee of any subFirm by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Firm and/or its consultants or subFirms, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Firm creates any copyrightable materials or invents any patentable property, the Firm may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Firm further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subFirms or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Firm are needed for the County to respond to a request under the Act, as determined by the County, the Firm agrees to make them promptly available to the County at no cost to the County. If the Firm considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Firm shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Firm and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Firm (a) of the request and (b) of the date that such information will be released to the requester unless the Firm obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Firm fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Firm to claim any exemption from disclosure under the Act. The County shall not be liable to the Firm for releasing records not clearly identified by the Firm as confidential or proprietary. The County shall not be liable to the Firm for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Firm shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Firm's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Firm will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Firm infringes any patent or copyright. The Firm will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. The Firm shall be notified promptly in writing by the County of any notice of such claim.
- B. Firm shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Firm, its employees, subFirms, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Firm in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Firm shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Firm shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Firm's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Firm shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Firm also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Firm, then the Firm agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance:

The Firm shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, subFirms or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Firm without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Firm Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Firm for a minimum of 36 months

following the Completion Date or earlier termination of this Contract, and the Firm shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Firm shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

Firm shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Firm owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. ☐ All insurance policies shall provide coverage on an occurrence basis.
- b. ☐ Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Firm 's and Firm 's subFirms' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Firm and subFirm, whichever is greater.
- c. ☐ Primary and Non-contributory Insurance. Firm shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Firm's insurance.
- d. ☐ Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Firm to enter into a pre-loss agreement to waive subrogation without an endorsement, then Firm agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Firm enter into such a waiver of subrogation on a pre-loss basis.
- e. ☐ Review of and Revision of Policy Provisions. Upon request, the Firm shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. ☐ Verification of Coverage/Certificates and Endorsements. The Firm shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Firm must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate

alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. ☐ The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Firm shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. ☐ No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Firm to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. ☐ Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Firm under this Contract are expressly conditioned upon the Firm's compliance with all insurance requirements. Failure on the part of the Firm to maintain the insurance as required shall constitute a material breach of contract. Payment to the Firm may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Firm to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Firm. Upon receipt of evidence of Firm's compliance, payments not otherwise subject to withholding or set-off will be released to the Firm.
- j. Workers' Compensation. The Firm shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Firm's employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Firm to take out and/or maintain required insurance shall not relieve the Firm or subFirms from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Firm were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Firm's insurance requirements under this Contract.
- l. Availability of Firm Limits. If the Firm maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Firm, irrespective of whether such limits maintained by the Firm are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Firm.
- m. Insurance for SubFirms. If the Firm subcontracts (if permitted in the contract) any portion of this Contract, the Firm shall include all subFirms as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subFirm. Insurance coverages by subFirms must comply with the insurance requirements of the Firm in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Firm agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Firm , its employees, agents or volunteers or Firm 's subFirms and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Firm 's or its subFirms' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Firm shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Firm's indemnity obligations under this Agreement.

The Firm agrees all Firm's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Firm are a material inducement to County to enter into this Agreement and are reflected in the Firm's compensation.

35.1 Non-Discrimination in Employment:

2025 – 2027 HVAC Controls Service Agreement ☐

Furthermore, in those cases in which the Firm is governed by such laws, the Firm shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subFirm, provided that the foregoing provision shall not apply to contracts or subFirms for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Firm shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Firm irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and Firm further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Firm or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Firm shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Firm to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Firm also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Firm hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Rob Ney, Facilities Director, 3720 Williamson Way, Bellingham WA 98225

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To [Party 1]:
Whatcom County Facilities Management
3720 Williamson Way
Bellingham WA 98226-9156
Eric Eames, Facilities Technical Specialist – PM
Telephone: (360) 778-5372
Email: EEames@co.whatcom.wa.us

To [Party 2]:
Siemens Industry, Inc.
15900 SE Eastgate Way, Ste 200
Bellevue, WA 98008
Joe Tomola
Telephone: (425) 233-4828
Email: joe.tomola@siemens.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Firm's Status under State Law:

If applicable, Firm certifies that it has fully met the responsibility criteria required of public works Firm s under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Firm further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Firm also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Firm and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, and the Firm agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Firm shall immediately notify Whatcom County if, during the term of this Contract, Firm becomes debarred.

38.3 E-Verify:

The E-Verify Firm program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Firm represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Firm /Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Firm /Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Firm /Seller understands and agrees that any breach of these warranties may subject Firm /Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Firm /Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Firm will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Firm Commitments, Warranties and Representations:

Any written commitment received from the Firm concerning this Agreement shall be binding upon the Firm , unless otherwise specifically provided herein with reference to this paragraph. Failure of the Firm to fulfill such a commitment shall render the Firm liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be

construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Firm and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Firm shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Firm has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Firm believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Firm shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Firm shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Firm has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of

discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

(SCOPE OF WORK)

Refer to Proposal dated 18 March 2025, attached as Exhibit "C" for a more detailed description

Services Include –

- ☐ Customer Support Services
- ☐ Education Services
- ☐ Online Data Backup and Protection Service
- ☐ Firmware Updates
- ☐ Preventive Maintenance – Field Controllers
- ☐ Software Subscription Service – Desigo CC
 - ☐ E-Cumulus 10GB Data Packet
- ☐ Customer Directed Support
 - ☐ RENO Database & Heartbeat Validation
 - ☐ Control Loop Tuning
- ☐ Quality Assurance Meetings – Quarterly

EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit "A", Scope of work, the County agrees to compensate the Firm, based quarterly billing approved by the County, according to the schedule provided below.

Mileage will be allowed at current federal governmental allowable rates. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement.

All invoices are to be mailed or delivered to:

Whatcom County Facilities Management
Attn: Dee Ebergson
3720 Williamson Way
Bellingham WA 98226-9156

Proposed Fee

Period	Period Range	Billing Frequency	Quarterly Billing	Annual Price
1	April 1, 2025 – March 31, 2026	Quarterly (In Advance)	\$15,015.00 + WSST	\$60,060.00 + WSST
2	April 1, 2026 – March 31, 2027	Quarterly (In Advance)	\$15,009.00 + WSST	\$60,036.00 + WSST
				\$120,096.00 + WSST

PROPOSAL

Whatcom County Facilities: Building Automation Support Services

Rev 1: Adds names of other included sites, revised periods from 3 to 2 in service table, updates Covid-19 language

Rev 2: Includes additional names of included sites omitted in Rev 1

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

WHATCOM COUNTY FACILITIES MANAGEMENT

DELIVERED ON

March 18, 2025

STATE & LOCAL GOVERNMENT

Transforming the Everyday



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Contact Information

Proposal #:	9472843
Date:	March 18, 2025

Sales Executive:	Joe Tomola
Branch Address:	15900 SE Eastgate Way, Ste. 200 Bellevue, WA 98008
Telephone:	425-233-4828
Email Address:	joe.tomola@siemens.com

Customer Contact:	Eric Eames
Customer:	WHATCOM COUNTY FACILITIES MANAGEMENT
Address:	3720 WILLIAMSON WAY BELLINGHAM WA 98226-9156
Services shall be provided at:	WHATCOM COUNTY COURTHOUSE 311 GRAND AVE BELLINGHAM WA 98225
Additional Sites Covered:	Jail, Northwest Annex, WCCC, Interim Jail, Facilities, EWRRC, Civic Center, Central Shop, Central Plaza, Way Station

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for WHATCOM COUNTY FACILITIES MANAGEMENT, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

- Education Services
- Online Data Backup and Protection Services
- Firmware Updates
- Preventive Maintenance - Field Controllers
- Software Subscription Service - Desigo CC
 - E-Cumulus 10GB Data Packet
- Customer Directed Support
 - RENO Database & Heartbeat Validation
 - Control Loop Tuning
- Quality Assurance Meetings - Quarterly

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

BMS Health

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens can reload the information or data on-site or remotely, with your backup copy (if covered elsewhere within this service agreement). Online backups of the SQL database, historical data, and trends are not included.

Databases & frequency included in this service:

- Insight Database: Quarterly
- Desigo CC Database: Quarterly

Software Subscription Service – Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Upgrades to PC's and related workstation hardware are excluded.

This service shall be performed onsite once per year. Software updates are included for CSID 59274. Includes updates to the Desigo CC standard feature set, 2 additional user licenses, P2 Driver license and covers up to 3,200 BA points. Onsite support labor, software updates, upgrades, & any security patches are included in this service. The Desigo standard feature set includes the following capabilities. Contact your CSM if you require assistance with or training on any of the listed features:

- Event Management & Journaling
- Graphic Viewer
- Scheduler, time based reactions, macros
- Logics (events/COV based Reactions, Scripts)
- Trend Viewer
- Long-Term Storage
- Remote Notification (E-Mail, Pager, SMS)
- Reports
- Log Viewer

- Assisted Treatment
- Operator Tasks
- Graphic Editor
- Distributed Systems
- Datamate (Apogee tool)
- CAD Advanced Import
- Long Term Storage & Archiving: activities, events, incidents and values
- Standard drivers (BACnet, OPC, Modbus, KNX, SNMP, S7 max. 8 PLC)
- Mobile App and/or Web Service sessions
- OPC DA Server
- BACnet Server
- SNMP Agent
- Video connectivity to external VMS

E-Cumulus Data - East Whatcom Community Center

Included in this service agreement is the 10GB monthly data for the remote connectivity, cRSP. This includes customer support for connectivity issue resolution and escalation with the cellular carrier.

Additional Services

Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded.

This service will be performed onsite annually to update qty (30) Siemens control panels. This includes up to (15) PXC Modulares and (15) PXC Compacts. Included in this task is the cost of the firmware licensing and labor to perform the task. Each period of performance shall include up to (15) unique field panels. All 30 unique field panels shall be updated over the course of (2) years.

Preventive Maintenance - Field Programmable Controllers

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

This service will be performed onsite annually to update qty (30) Siemens control panels. This includes up to (15) PXC Modulares and (15) PXC Compacts. Included in this task is the cost of the firmware licensing and labor to perform the task. Each period of performance shall include up to (15) unique field panels. All 30 unique field panels shall be updated over the course of (2) years.

Service Support Quality Assurance Meetings

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Included is quarterly scheduled meetings with the contract service manager and primary field technician, up to (4) per year. This meeting allows for direct feedback on our service support agreement, opportunity to develop special projects, make adjustments to the services, and develop an improvement strategy for more efficient and effective support delivery.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Included in this service agreement is up to (32) hours of customer directed support per year with an estimated plan for one onsite visit per quarter for the duration of the period of performance. The hours included are estimated at standard working time rates. You may coordinate the scheduled visits with your CSM for dates and times that fit your needs.

It is recommended to perform control loop tuning and RENO verification and adjustments while the technician is onsite. Please coordinate your service needs with the CSM prior to technician dispatch to maximize effectivity of this service.

Education Services

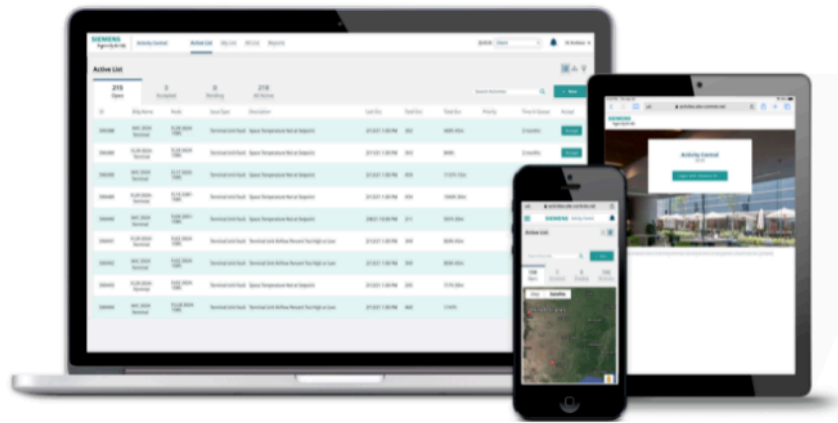
Siemens Local Office - Bellevue, WA

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at the local Siemens office, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Included is up to two (2) classes per year of multi-day training at the Siemens branch in Bellevue, WA. Each class is for a single student. Contact your contract service manager to discuss curriculum options and scheduling.

Activity Central

Activity Central is a cloud hosted, software-as-a-service ("SaaS") platform that provides access to an intuitive portal with a simple yet robust dashboard view that provides an organization with transparency and insight into its certain Building Automation System (BAS) alarms and faults. Activity Central can be easily embedded into standard operating procedures and can provide a dynamic real-time view which is capable of consolidating alarms and faults from multiple connected sites into a single interface. The Activity Central dashboard can be accessed from a browser, tablet, or mobile device. Over time, existing building management procedures can be optimized by building and viewing reports on performance metrics and other pre-defined KPIs.



Included in this service agreement is initial set-up and on-going activity management of your Activity Central dashboard for visualization of service call status, history & tracking. Remediation work, whether on-site or remotely will utilize customer directed support. You may coordinate Siemens technician visits with your CSM to support dates and times that fit your needs.

Emergency Response Times – Automation

Emergency Online/Phone Response

Premium

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Connectivity and Communications

Proactive Remote Services

The optimal support for the high-performance operation of your building

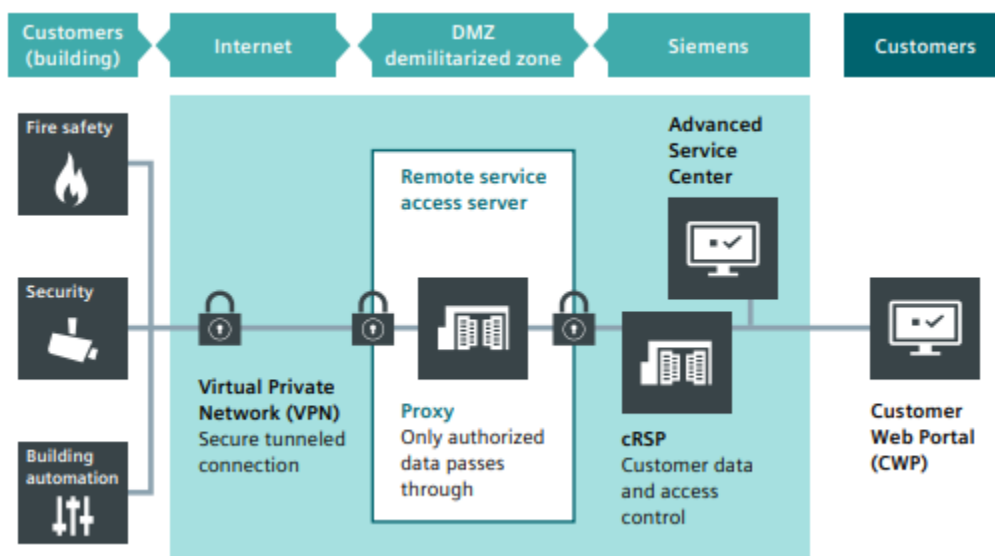
When the scope of services outlined within this proposal require or can utilize remote access,

Siemens provides an easy-to-use remote access platform that enables the secure and reliable delivery of Siemens remote services. Remote services, including engineering, commissioning, and maintenance of building systems can be performed by Siemens technical experts through our Digital Services Center of Excellence, available at any time to support your facility.

Siemens Remote Services utilize a secure remote access and connectivity solution referred to as the Siemens common Remote Service Platform (cRSP). cRSP is a comprehensive solution that powers a wide range of Siemens services and provides your organization with a solid foundation to leverage the power of connectivity, data, and analytics to make your facility even smarter. cRSP was designed and built to be a common platform for digitalization and is used across the Siemens family of companies.

Incorporating best practices and leading technologies from both the IT and cybersecurity fields, cRSP is a modern, secure, high-performance, and highly available platform that brings all the advantages of cloud-connected services to your facility, without sacrificing security. Utilizing cRSP and Siemens remote services gives your team a backstop and lets you unlock the operational benefits of analytics while also providing security mechanisms that mitigate cyber risk to your organization.

cRSP includes a range of security controls and features that give you confidence, control, and peace of mind that the services you rely on are both useful *and* secure.



cRSP Security Feature Highlights:

- Governed and secured in accordance with ISO 27001 and compliant with a robust Siemens-wide cybersecurity and information security management program and policies.
- Integrated with the global Siemens identity and access management platform, which provides robust

multi-factor authentication, enforcement of least-privilege access, granular separation of duties, mandatory usage of PKI, and automatic account management for all Siemens employees.

- Designed from the ground up using a defense in depth architecture that utilizes layered controls specifically crafted to mitigate the threats facing Operational Technology (OT) today.
- Centrally monitored to promote end-to-end reliability and availability.
- Robust logging and reporting of remote activity to ensure visibility and control.
- Secure network architecture and platform access based on granular segmentation, next-generation firewalling, and usage of DMZs at trust boundaries.
- Flexible deployment model and security configuration options to ensure streamlined usage while meeting your organization's security requirements and preferences.
- Compatible with a wide range of on-premise network configurations and traffic flow setups, allowing for integration with your existing network architecture, IT infrastructure, and security controls.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	24 x 7
Response Times (Phone/Online)	2 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	60.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.

Summary of Services

Below is a summary table of the services included in this agreement.

Service Description	Qty	Frequency	Period
Data Backup and Restore Services - Online, Insight Database	1	4	1,2
Data Backup and Restore Services - Online, Desigo CC Database	1	4	1,2
Firmware Updates*	30	1	1,2
Preventive Maintenance - Field Controllers*	30	1	1,2
SW Subscription Service - Desigo CC	1	1	1,2
E-Cumulus Data Packet	1	1	1,2
Customer Directed Support (Hours)	8	4	1,2
Service Support QA Meetings	1	4	1,2
Education Services - Siemens Branch	2	1	1,2
Activity Central	1	1	1,2

*This service will address up to (15) panels per year in order to address the total qty of panels (30) over the period of this agreements performance.

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Joe Tomola: 425-233-4828

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

Terms and Conditions (Click to download)
Terms & Conditions (www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download
Online Backup and Data Protection (www.siemens.com/data-backup-addendum)
Software License Warranty (www.siemens.com/software-license-addendum)
Activity Central as a Service (www.siemens.com/addenda-activity-central)
Digital Service Offerings (www.siemens.com/digital-service-addendum)
Exclusions and Clarifications (www.siemens.com/clarification-addendum)

Agreement Terms for Investments

Services shall be provided at:

311 GRAND AVE
BELLINGHAM, WA 98225

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 2 Periods beginning April 1, 2025. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Quarterly Bill	Annual Price
1	Apr 1,2025 - Mar 31,2026	Quarterly (In Advance)	\$15,015.00	\$60,060.00
2	Apr 1,2026 - Mar 31,2027	Quarterly (In Advance)	\$15,009.00	\$60,036.00

Multi-Period Investment Total	\$120,096.00
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Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Apr 1,2025 - Mar 31,2026	Quarterly (In Advance)	\$60,060.00
2	Apr 1,2026 - Mar 31,2027	Quarterly (In Advance)	\$60,036.00

Proposed by:

Siemens Industry, Inc.

Company

Joe Tomola

Name

9472843

Proposal #

\$120,096.00

Proposal Amount

March 18, 2025

Date

Accepted by:

WHATCOM COUNTY FACILITIES MANAGEMENT

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Siemens Service Portfolio

Advisory and Performance Services



Manage System Operation & Compliance	Optimize Performance & Productivity	Protect Lifecycle Investment	Enhance Energy Management & Sustainability
<p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> • Optimized comfort, safety, and security • Fulfilled regulatory requirements • Greater transparency into critical systems • Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information, with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p>	<p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> • Enhanced system performance • Streamlined operational processes • Improved decision-making through data analytics <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms, and take appropriate action</p>	<p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> • Extended system life • Maximized return on investment • Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are provided, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p>	<p>Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:</p> <ul style="list-style-type: none"> • Conserve energy • Maximize efficiency • Minimize operating costs • Reduce environmental impact <p>Energy & Sustainability Master Planning Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs</p> <p>Energy Conservation Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption</p> <p>Energy Production & Storage Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction</p> <p>Energy Procurement With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty</p>
Digital Services			