

N.C.C.
NORTHWEST CONTROL COMPANY, INC.

8750 SE McLoughlin Blvd, Milwaukie OR 97222 Phone:
503-656-9205 Fax: 503-656-7609

Proposal

Date	Proposal #
May 31, 2024	

Customer:

Corbett SD
35800 E Historic River
Corbett, OR 97019

RE: Server software N4 upgrade

Scope of Work

- All work to be done during normal business hours
- Price is good for 30days
- (1) JCR-FX-SL003-0 FX server 3 connection, (2) JCR-FX-SLU001-6 FX server ADD Niagara connection, (1) JCR-FX-SL003M5-6 FX server 5-year SMA, reflow HTML5 graphics package
- (3) JCR-FX-SC8BWIFI-0 FX80 N4 JACES 25 device license, 5-year SMA,
- AX to N4 software and licensing to new HVAC server (Corbett SD provided)
- Reflow graphics HTML5 provided and installed for interface with all common mobile devices
- All old AX JACES removed and install new N4 JACES
- Checkout of the systems, training for staff on the graphics

Exclusions: OT and after hours work, any com bus communication problems, sensors-actuators-controllers, mechanical problems, measurements and verification of, I.T networking, Cat 5 cabling, temp AC and Heat, loss of production, existing Com-bus com problems, third party commissioning

Total excludes taxes, credit card fees and third-party billing fees. **TOTAL:** -----\$39,900.00

THIS CONTRACT IS VOID 30 DAYS FROM PROPOSAL DATE UNLESS SIGNED AND RETURNED TO BIDDER CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations, requiring extra labor or material, will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workers are not recognized. We comply with all workers compensation and property damage liability insurance laws.

Date:

Signed:

ACCEPTANCE OF BID

The above specifications, terms, and contract are satisfactory, and (I/we) hereby authorize the performance of their work.

Signed:

Northwest Control Company Terms and Conditions

Acceptance of Terms

By requesting and authorizing service from Northwest Control Company to perform service on your building, your company has agreed to the following terms and conditions listed below.

Service Work and Billable Charges

All service work will be billed at Time and Material unless a proposal has been signed by both parties. All on-site Service Work is subject to a Truck Charge per technician per day. Service sites located outside the Portland/Metro OR Bend area are billed per mile. Minimum Charges: one (1) hour for on-site service call and 1/2 hour for remote service calls. Diagnostic time and trouble shooting time is billable at standard rates. Emergency Calls/Afterhours: are billed at a Labor Rate of time-and-half; Holidays are billed at Double Time. Labor is paid on a port-to-port basis. Scheduled Service on Sunday is billed at Double Time.

Site Access and Safety

The client will provide reasonable means of access to all equipment. NCC will be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with the client's representative. Customer is responsible for providing or securing equipment necessary to access equipment including but not limited to scissor lifts, scaffoldings and ladders. The Customer will ensure that NCC personnel or representatives are provided a safe and secure work environment at all times while they are onsite to enable work to be carried out.

Payment Terms

Payment Terms are Net 30 for approved applicants. Past due accounts will be subject to an 18 percent annual finance charge. Credit Cards: A processing fee of four (4) percent will be applied for credit card payments. Third Party Billing: Customers utilizing third-party-billing portals will be billed per hour for set-up and enrollment at the standard Administrative Labor Rate. Invoices will be subject to a flat Administrative Fee as well as any actual costs incurred by NCC to submit invoices. Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments unless agreed upon in writing by a Corporate Officer of NCC.

Warranty

LIMITED WARRANTY: All materials, parts, and equipment are warranted by the manufacturers or suppliers' written warranty only. All labor performed by NCC is warranted for 30 days or as otherwise indicated in writing. The above-named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above-named company. It is agreed that, in providing the system or services, NCC is not an insurer, and does not guarantee that no damage or injury to persons or property will occur. NCC's responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring or performing any obligation under the agreement will be limited only to losses proximately caused by NCC's negligence. IN NO EVENT WILL WE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE OR REMOTE DAMAGES. NCC warrants that the work performed hereunder shall be done in a work like manner and shall be of workmanlike quality. NCC's liability depends upon proper operation and maintenance by Customer, NCC is not liable if the defect or failure is caused or contributed to, by accident, alteration, improper use or abuse by Customer or others.

Limitation of Liability

NCC or its Subcontractors or vendors shall never be liable in contract, tort, negligence, strict liability, warranty or otherwise for any special, indirect, incidental or consequential damages, such as, but limited to loss of anticipated profits or revenue, loss of use of power system, nonoperation or increased expense of operation of other equipment, cost of capital, cost of purchased or replacement power, or claims of your customers for service interruptions. Your remedies contained in this Contract are exclusive. Our liability with respect to any contract or anything done in connection with any contract or from the manufacture, sale, delivery, resale, installation, or technical consultation, repair, replacement or use of any equipment covered by or furnished under this Contract whether in contract, in tort, in warranty, in strict liability, or otherwise, shall not exceed the purchase price.

Cancellation

Customer must provide ten (10) business days advance written notice of any cancellation. It is agreed that it would be difficult to calculate the actual damages related to any cancellation of this Contract. Therefore, in the event of cancellation, both parties have agreed that as a liquidated damage amount, not as a penalty, the Customer will pay ten (10) percent of the total price of the Contract as reimbursement for administrative expenses incurred in preparation for our performance under the Contract plus actual expenses incurred and/or which have been committed on the Customers behalf. Dates

All specified dates shall be interpreted as "estimated dates" and in no event shall any date be construed as falling within the legal meaning of "time is of the essence."

Delays

NCC will not be liable for damages caused by delay in installation or interrupted service due to weather, fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, vandalism, war, act of God or any other cause beyond NCC's reasonable control.

Protection of Equipment

When equipment is ready for delivery and delivery is delayed or postponed by Customer for any cause, then Customer shall arrange for storage of the equipment and shall assume the risk of loss or damage and shall be responsible for any charges in connection with storage and reconditioning.

Notices

All notices given under this Contract shall be in writing and shall be deemed received when delivered in person to a corporate official of with party, sent via email with receipt confirmation or mailed by certified mail to the party address specified below or at such address supplied by Customer on Set-Up Form and/or Purchase Orders. Notices to NCC shall be sent to the following address: Northwest Control Company PO Box 22919 Milwaukie OR 97269.

Compliance with Law

NCC shall comply with all laws applicable to the duties in the performance of this Contract including the Fair Labor Standards Act, as amended, the non-discrimination provisions of Executive Order 11246, as amended and the Occupational Safety and Health Act of 1970, as amended.

Governing Laws and Jurisdiction

Both parties agree that this Contract shall be construed and the rights and liabilities of the parties determined by the laws of the State of Oregon. The parties agree to exclusive venue and jurisdiction of courts within the State of Oregon for all actions, proceeding, claims, counterclaims, or cross claims arising directly or indirectly in connection with, out of, or related to this agreement. The parties further agree they waive any right that may have to transfer or change the venue of any litigation brought in accordance with these terms.