



CCG Automation, Inc.
 3868 Congress Parkway
 Richfield, OH 44286
 330.659.5082
 ccgservice@ccgautomation.com

Total Care Program Agreement

Date: June 1, 2023

Name: Norton City Schools

Address: 4128 South Cleveland Massillon Road, Norton, OH 44203

THIS AGREEMENT, made at Richfield, Ohio, on the date shown above, is by and between CCG Automation, Inc., an Ohio Corporation and authorized Automated Logic, hereinafter called "CCG" and Norton City Schools, hereinafter called the "Customer".

This TCP Agreement, effective as of July 1, 2023, and is subject to the terms and conditions specified below. The Services shall commence on July 1, 2023, and shall continue through June 30, 2024.

Buildings Included in this Agreement

High School	1 Panther Way, Norton, OH 44203	\$10,167
Middle School	4108 South Cleveland Massillon Road, Norton, OH 44203	\$5,890
Primary School	3163 Greenwich Road, Norton, OH 44203	\$5,150
Elementary School	3390 S Cleveland-Massillon Road, Norton, OH 44203	

Scope of Work

Through the Total Care Program (TCP), CCG will provide the following services (only checked boxes are included):

- ☒ **CCG/WebCTRL Software**
 - ✓ Ensure the latest software is loaded, backups are being performed, Alarms and Reports are being properly sent.
- ☒ **Hardware**
 - ✓ Review the Building Automation System (BAS) Hardware installed by CCG
 - ✓ Calibrate the selected BAS components, check all linkages and sensors, document issues found.
- ☐ **Validation**
 - ✓ Combination of on-site and off-site Monitoring-based Continuous Commissioning of the BAS, using Trends and Reports to fine-tune logic, adjust setpoints and parameters.
- ☐ **Employee Training**
 - ✓ Regular employee training on topics requested by the owner, and topics found to be important during TCP, with a goal of assisting the owner in becoming more self-sufficient.
- ☒ **EPA Portfolio Manager tracking**
 - ✓ Track utility consumption using the EPA's Portfolio Manager®, an interactive resource management tool that enables you to benchmark the energy use of any type of building.

☐ **EPA Energy Star Certification**

- ✓ ENERGY STAR certified buildings save energy, save money, and help protect the environment by generating fewer greenhouse gas emissions than typical buildings. To be certified as ENERGY STAR®, a building must meet strict energy performance standards set by EPA.

☒ **Pre-Purchased Service (PPS) \$500**

- ✓ Phone support and onsite labor hours to cover unplanned service issues such as but not limited to alarm management, end-user questions, and troubleshooting assistance.
- ✓ Trip charges and mileage charges are waived when onsite service is pre-purchased.
- ✓ Material purchases

Hours/Visits

12 (8-hour) Visits

Financial Investment

\$21,207 Annually

Upon completion of this Performance Period, CCG and the Customer will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Norton City Schools

CCG Automation, Inc.

By: _____
 Name: Stephanie Hagenbush
 Title: Treasurer

By: _____
 Name: Brian C. Wagner
 Title: President

Terms and Conditions

ARTICLE 1 INITIAL EQUIPMENT INSPECTION: For all new customers, CCG will inspect the Equipment within thirty (30) business days of the date of execution of this Agreement or the installation of the equipment, or as seasonal or operational conditions permit. CCG shall instruct a designated Customer's representative in the care and operation of the Equipment as recommended by the manufacturer and CCG. CCG will advise the Customer if the Equipment is not in working order or in need of repair. Upon notice from the Customer in writing, CCG will perform the work necessary to put the Equipment in proper working condition. If the Equipment is not subject to Warranty, the warranties set forth herein or other obligations of CCG as set for herein, the work shall be performed at the standard contract rates. If the Customer, at its option, does not agree to have CCG perform the work, or if the Customer does not have the work performed by others, the Equipment will then be adjusted by CCG. **EQUIPMENT** means the modules, sensors, and actuators that were provided by CCG.

ARTICLE 2 RESPONSE TIME: Subject to the terms and conditions described herein, CCG will respond to requests for inspection, repair or service within eight (8) business hours after being contacted by an authorized Customer representative and will perform the inspection, repair service as soon as reasonably practicable thereafter, provided that such a request is received during regular business hours, CCG will respond within 4-6 hours of the commencement of the next business day.

- 1) If the Customer requests inspection, repair or service outside of regular business hours, the Customer shall be invoiced at the current contract rate as listed in Article 12.
- 2) Access to premises: the Customer shall allow CCG free access to its premises at all hours necessary and convenient to perform the services described above during a normal business day and otherwise.
- 3) Force Majeure: The timeliness of performance by CCG of the services or any other obligation under this Agreement shall in every case be subject to and excused in the event of any delay or delays: (a) resulting from war, riot, sabotage, civil commotion or disturbance; fire, explosion, accident or flood, inability to obtain materials, governmental or quasi-governmental law, regulation or order, actions or inaction's of the Customer's; inability of any subcontractor of CCG to perform; or any other cause beyond the reasonable control of CCG; or (b) labor, picketing, trouble, strikes, lock-out or injunction, whether or not within the reasonable control of CCG. In the event of any such delay, the period of time for performance of these services affected by such delay shall be extended by the amount of the delay. Such delay shall not in any way affect the validity of this Agreement or the obligations of the Customer hereunder, for shall CCG be liable for any damages, consequential, special or otherwise, arising out of or in connection with such delay.

ARTICLE 3 MONITORING: CCG reserves the right to monitor the Customer's facilities in order to follow-up on service, assist on-site technicians, check system during seasonal changes, and/or check operation of system after service is performed. If any hours are included in the Contract for monitoring, the hours used will be deducted from the amount in the Contract. If no time is included in the Contract, those hours will be billed at the current Contract rates. The monitoring services included in this Agreement are to be used specifically for the items outlined above. Any service issues discovered during monitoring will be brought to the Customer's attention with suggested options for taking care of these issues. Some issues may be handled immediately while others may require more detailed proposals.

ARTICLE 4 TRIP CHARGE/MILEAGE: A trip charge/mileage is included in Contract for all work corresponding to the services outlined. Trip charge and mileage is not included for any additional work outside the proposed scope of the Contract. The trip charge is a flat rate, per visit fee. Mileage is calculated for round trip miles.

ARTICLE 5 LIMITATION OF LIABILITY AND WARRANTY: Neither CCG nor the Customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control of that party. Such conditions include but are not limited to: (a) acts of God; (b) acts of Governmental agencies; (c) strikes; (d) labor disputes; (e) explosions or other casualties; (f) riots or war; or (g) unavailability of parts, materials, or supplies. CCG is also not responsible for any injury, loss, or damage caused by other equipment owned or operated by the Customer which is adjacent to or connected to the Equipment.

- 1) **EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CCG DISCLAIMS ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 2) **THE CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY CCG'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO LIMITS OF THE INSURANCE SET FORTH HEREIN. CCG WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF PROFITS, USE OF PRODUCTS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** This limitation of CCG's liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against CCG must be brought within 18 months after the cause of action accrues.
- 3) CCG shall not be liable for any delay in performance due to causes beyond the reasonable control of CCG.
- 4) CCG is not responsible for network failures, power failures or any other conditions that cause alarm notification e-mails to fail to be sent or delivered.
- 5) The Customer understands that CCG is providing services under this Agreement. CCG is not a merchant or a vendor of goods. **IF CCG INSTALLS OR FURNISHES A PIECE OF EQUIPMENT UNDER THIS AGREEMENT, AND THAT EQUIPMENT IS COVERED BY A WARRANTY FROM THE MANUFACTURER, CCG WILL TRANSFER THE BENEFITS OF THAT MANUFACTURER'S WARRANTY TO THE CUSTOMER IF THIS AGREEMENT WITH THE CUSTOMER TERMINATES BEFORE THE EQUIPMENT MANUFACTURER'S WARRANTY EXPIRES.**

ARTICLE 6 CUSTOMER RESPONSIBILITIES: The Customer warrants that, to the best of its knowledge, all Equipment is in good working condition and the Customer has given CCG all information of which the Customer is aware concerning the condition of the Equipment. The Customer agrees that, during the term of this Agreement, the Customer will:

- 1) Operate the Equipment according to the manufacturer's recommendations; keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer; shall maintain the premises within the environmental range required for the Equipment as recommended by the manufacturer or by CCG; notify CCG immediately of any malfunction, breakdown, or other condition affecting the operation of the Equipment; and the Customer acknowledges that its failure to meet these obligations will relieve CCG of any responsibility for any breakdown, or any necessary repair or replacement, of the Equipment.
- 2) Be responsible for providing access to all equipment. This includes moving objects that block equipment, supplying lifts, providing keys, etc.
- 3) Give CCG the authority to re-adjust setpoints found outside of the recommended range of 70° and 76° as established by ASHRAE. If setpoints have been adjusted due to excessive complaints about a certain zone, the Customer will notify CCG of this issue for investigation and recommendations.
- 4) Notify CCG of any space usage changes such as converting a small closet into an office or excessive use of space outside of normal operating hours.
- 5) Agree not to use the building automation host computer for any purpose other than its intended use when installed by CCG. The host computer will not be used as a workstation by anyone. The host computer will be locked with an administrator password known only by CCG and the Customer's technology director. No software will be installed on the host computer by anyone other than a CCG technician, with the exception of anti-virus software, which is the responsibility of the Customer.
- 6) Use the on-site technician visits included in this Agreement specifically for planned maintenance. Any service issues discovered by our technician during this visit will be brought to the Customer's attention with suggested options for taking care of these issues. Some issues may be handled immediately while others may require more detailed proposals. Labor to perform service calls will be deducted from the pre-purchased hours included in this Agreement. If PPS is not included or the PPS time has been used, all labor and material will be invoiced separately.
- 7) Notify CCG of any scheduling needs required outside of normal operating hours.
- 8) Supply CCG information in its possession relating to the presence of asbestos-containing materials in areas where work or services will be performed. If the Customer or CCG suspects that any asbestos-containing materials may be disturbed by CCG's services, it shall immediately stop performing the services in the affected area. The Customer shall be responsible at its sole expense for addressing the presence of asbestos-containing materials and must provide a certificate of abatement before CCG will be obligated to perform or continue its Services, unless CCG had actual knowledge that asbestos-containing materials were present and acted with intentional disregard of that knowledge. CCG is responsible for disposing of any hazardous materials that it uses in providing the work and services. The Customer shall supply CCG with any information in its possession relating to the presence of hazardous materials if their presence may affect CCG's work or services. If either the Customer or CCG becomes aware of or suspects the presence of hazardous materials that may interfere with work or services, CCG shall immediately stop the work or services in the affected area and notify the Customer. "Hazardous Materials" specifically includes mold and/or lead. The Customer shall be responsible for the release of Hazardous Materials, unless CCG had actual knowledge that Hazardous Materials were present and acted with intentional disregard of that knowledge. Hazardous Materials remain the property and the responsibility of the Customer even when removed from equipment or replaced by CCG as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of Hazardous Materials. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.
- 9) Supply and keep CCG updated with the names and contact information of personnel who can be reached after hours in the event of a critical building alarm.
- 10) Be responsible for validating critical alarms are programmed by CCG and working properly at the time of programming.
- 11) Be responsible for ensuring proper network communication between your facilities and CCG.

ARTICLE 7 CHANGES TO EQUIPMENT: The Customer has the right to make changes or alterations to the equipment. If, in our opinion, such changes or alterations substantially affect our services or obligations, the Customer and CCG will negotiate appropriate changes to the scope or price of the Agreement.

ARTICLE 8 EXCLUSIONS: CCG's services under this Agreement shall not include:

- 1) Supplies, accessories, or any items normally consumed during the use of the Equipment;
- 2) Inspection, repair or service resulting from lack of Customer preventive maintenance, site-related problems, operator error or Customer neglect;
- 3) Inspection, repair or service necessary due to failures resulting from acts of God, abuse or misuse of the Equipment, or alterations, modifications, or repairs to the Equipment not performed or provided by or authorized by CCG;
- 4) The furnishing of materials and supplies for painting or refinishing the Equipment;
- 5) Hardware upgrades unless noted in prepaid purchase section.

ARTICLE 9 PAYMENTS: CCG shall submit invoices for payment to the Customer in accordance with the Payment Schedule. The Customer shall pay CCG within 15 days of receipt of the invoice. Together with each invoice, CCG shall submit an itemization of any costs incurred for inspection, repair or service to the Equipment not covered by this Agreement. Payments received after 30 days will be subject to the maximum interest charges allowed by law.

ARTICLE 10 TERMINATION: The Customer may, at any time with a 30-day written notice, terminate the Agreement by paying the balance of the contract at the time of termination.

ARTICLE 11 TERM/AUTOMATIC RENEWAL. This contract will automatically renew on a year-to-year basis after the original term unless either of us gives the other written notice that they do not want to renew. The notice must be delivered at least thirty (30) days before the end of the original term or of any renewal year. This contract is subject to a minimum of 4% escalation per renewal.

ARTICLE 12 BUSINESS HOURS & BILLING. The regular business hours of CCG are 7:30 a.m. through 4:00 p.m., Monday through Friday, excluding legal holidays. Hours outside of the regular business hours shall be billed at time and a half except for shift differential hours. Shift Differential is a staggered schedule over two shifts with a premium paid for the hours outside of regular shift hours. **All legal holidays shall be billed at double time.** A minimum of 30 minutes shall be billed for remote service calls and a minimum of 60 minutes + a travel charge shall be billed for onsite service. The current rates are listed below:

Hourly Rates						
Item	Title	Regular	Shift Differential	25%	Overtime	50%
1	Controls Technician	\$152.25	\$190.31		\$228.38	
2	Engineer	\$173.25	\$216.56		\$259.88	
3	Installation	\$131.25	\$164.06		\$196.88	
4	Administration	\$78.75	\$98.44		\$118.13	
5	Supervisor	\$183.75	\$229.69		\$275.63	
6	Project Manager	\$204.75	\$255.94		\$307.13	
7	Principal	\$294.00	\$367.50		\$441.00	

ARTICLE 13 INDEMNITY: CCG and the Customer agree that CCG shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of CCG. CCG and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. The obligations of CCG and of the Customer under this paragraph are further subject to Article I.

ARTICLE 14 OUR EMPLOYEES: The Customer acknowledges that CCG's Employees are valuable assets CCG. At any time during the term of the Agreement, and for one (1) year after, you cannot hire any Employee of CCG who has worked at the Customer's facility under this Agreement. Should the Customer choose to hire one of CCG's Employees, the Customer agrees to pay CCG an amount equal to the salary CCG paid that Employee during the twelve (12) months before the date the Customer hired him/her. In addition, the Customer agrees to reimburse CCG for all costs associated with the training CCG provided the Employee during any relevant training period. This training period will be limited to three years before the date the Customer hired CCG's Employee.

ARTICLE 15 INSURANCE: CCG's standard insurance includes the following limits:

- 1) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** in accordance with the laws of the State in which Work is situated.
- 2) **COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE**, with Broad Form Property Damage Endorsement, deleting exclusions related to railroad property, products, completed, explosion, collapse and underground hazards and including **CONTRACTORS' PROTECTIVE LIABILITY INSURANCE** if CCG sublets to another all or any portion of the Work, and including coverage of any stored material with the following minimum limits: Bodily Injury (including death) \$1,000,000 per occurrence; Property Damage \$1,000,000 per occurrence /\$2,000,000 aggregate which includes coverage on a per project basis.
- 3) **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits: Bodily Injury (including death) and Property Damage \$1,000,000 per accident. Insurance coverage in excess of CCG's standard limits will be furnished when requested and required. The owner will be responsible for all additional premiums in excess of CCG standard insurance. No credit will be given, or premium paid by CCG for insurance provided by others.

ARTICLE 16 MISCELLANEOUS PROVISIONS:

- 1) Any notice that is required to be given under this Agreement must be in writing and sent to the party at the address noted in this Agreement. The Customer acknowledges and agrees that any purchase order issued by the Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 2) Should any changes to relevant regulations, laws, or codes substantially affect CCG's services or obligations, the Customer agrees to adjust the price accordingly.
- 3) CCG makes no representations as to the tax consequences of the Agreement to the Customer.
- 4) If either party fails to perform its obligations under this or any other agreement between the parties and such failure continues for a period of 30 days after written notice, the other party shall have the right to terminate this Agreement. This Agreement is the complete and prevailing agreement between the parties with respect to the subject matter herein, and there are no other understandings, oral or written. The provisions of this Agreement are declared to be severable. Neither party may assign this Agreement unless mutually agreed. The Agreement is governed by the laws of Ohio. No provisions of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification shall be in writing, signed by the party against whom it is sought to be enforced.

ARTICLE 17 WARRANTY SERVICE. Warranty service includes materials necessary to restore the Equipment to working condition in the event of a failure covered by the warranty and excludes total equipment replacement due to obsolescence or unavailability of parts. Materials used for repair may, at the option of CCG be new, used or reconditioned materials. All materials used in the repair of the Equipment shall be covered by the warranty set forth herein. Should a defect be found during a DDC Hardware Maintenance visit which CCG is not responsible for under this Agreement, the Customer agrees to compensate CCG at their standard contract rates, plus the cost of materials to repair the Equipment. Should Warranty Services be performed in periods beyond the term of this Agreement the Customer agrees to pay CCG's standard fee for any services and materials furnished.

ARTICLE 18 REPAIR SERVICE. Repair service includes labor required to perform repairs on the equipment. Repair service does not include labor or material to replace the entire Equipment due to obsolescence or unavailability of parts necessary for the operation of the Equipment.

ARTICLE 19 REMOTE SERVICES: Remote service includes all labor required to perform off-site troubleshooting and/or assistance.

- 1) For Customers with PPS included in their contract, off-site remote service will be billed and applied to their PPS balance.
- 2) For Customers without PPS included in their contract, off-site remote service will be billed at the standard contract rate.

ARTICLE 20 DDC HARDWARE MAINTENANCE. Hardware maintenance includes regularly scheduled visits during regular business hours to check and adjust operation

of system including calibration of field devices, program adjustments, review alarm summaries, review point trending information, and all other service as recommended by the manufacturer of the equipment. The Agreement does not include labor and materials necessary for Repair Service or to replace the entire Equipment due to obsolescence or unavailability of parts necessary for the operation of the Equipment. This Agreement does not include any maintenance material, i.e.: filters, etc. Should any materials or repair labor be used during the regularly scheduled visits the customer agrees to pay CCG for any services rendered.

ARTICLE 21 CRITICAL ALARMS. The purpose of a Critical Alarm is to notify the Customer's building personnel of potential problems with major equipment in your facilities to prevent problems such as building freeze ups. It is not a guarantee of equipment performance and CCG holds no liability to the performance of such equipment. Furthermore, the building automation software provides alarm notifications only and cannot be held accountable for any emergency situations.

ARTICLE 22 CONNECTED SERVICES. In the event the Customer is receiving Connected Services (Cradlepoints) on any Covered Equipment, the Customer may be required to allow CCG to install hardware and/or software to enable communication with the Customer's Equipment ("Gateway Device"). To deliver Connected Services on the Equipment the Customer shall provide a secure Internet connection to allow remote access to the Gateway Device to remotely access, transmit, store, and trend data for the purposes of providing Services. CCG will not use Connected Services to remotely operate or make changes to the Customer's Equipment. The Customer understands that the Gateway Device shall remain CCG's property and CCG may upon reasonable notice remove it at any time. CCG will not disclose any individual Customer equipment data acquired through Connected Services without the Customer consent. CCG makes no warranty or guarantee relating to the Connected Services. The customer agrees to pay CCG for use of the Connected Services.

ARTICLE 23 CCG'S INTELLECTUAL PROPERTY. CCG shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by CCG in the creation of the Deliverables or performance of the Services, whether known to CCG prior to, or developed or discovered or acquired in connection with, the Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of CCG. For purposes of this Agreement, "Know-How" means any processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by CCG in the creation of the provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

