



County of Monterey

Item No.39

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 25-149

May 13, 2025

Introduced: 4/30/2025

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts & Purchasing Officer or their designee to execute a retroactive Non-Standard Agreement with Honeywell International, Inc., (Agreement) to provide preventative maintenance and repair and maintenance services for heating, ventilation, air conditioning and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems at County facilities, for an initial three-year term from May 1, 2025 to April 30, 2028, in an amount not to exceed \$340,312;
- b. Approve non-standard agreement provisions as recommended by the Director of Public Works, Facilities and Parks;
- c. Authorize the Contracts & Purchasing Officer or their designee to execute this Agreement and up to 3 additional amendments to this Agreement, each extending the term by one year, where the amendments do not significantly alter the scope of work or non-standard provisions of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% or \$34,031 of the original contract amount of \$340,312, bringing the potential overall Agreement aggregate not to exceed amount to \$374,343 even if no additional Agreements are entered into, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts & Purchasing Officer or their designee to execute a retroactive Non-Standard Agreement with Honeywell International, Inc., (Agreement) to provide preventative maintenance and repair and maintenance services for heating, ventilation, air conditioning and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems at County facilities, for an initial three-year term from May 1, 2025 to April 30, 2028, in an amount not to exceed \$340,312;
- b. Approve non-standard agreement provisions as recommended by the Director of Public Works, Facilities and Parks;
- c. Authorize the Contracts & Purchasing Officer or their designee to execute this Agreement and up to 3 additional amendments to this Agreement, each extending the term by one year, where the amendments do not significantly alter the scope of work or non-standard provisions of the Agreement and where the additional costs of the Amendments in aggregate do not exceed 10% or \$34,031 of the original contract amount of \$340,312, bringing the potential overall Agreement aggregate not to exceed amount to \$374,343 even if no additional Agreements are entered into, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office

SUMMARY/DISCUSSION:

Public Works, Facilities and Parks (PWFP) wishes to enter into a retroactive Agreement with Honeywell International Inc., (Honeywell) to provide preventative maintenance and repair and maintenance services for heating, ventilation, air conditioning and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems at County facilities.

Staff has determined Honeywell to be a sole source supplier capable of providing the required specialty services for its proprietary equipment and systems to the Monterey County area. Preventative maintenance and repair service response are critical to maintain efficient and safe operation of County's Honeywell HVACR and EBI equipment and systems.

It is requested that the Board approve this Agreement for a total amount not to exceed \$340,312. PWFP recommends approval of the proposed non-standard agreement provisions. The proposed agreement is non-standard due to incorporating the additional terms in Exhibit B, Additional Terms, to the Agreement, which provides that an order of precedence is set if there's any conflict or inconsistency with terms and conditions of the Agreement; County has no right, title or interest in Contractor's intellectual property; Contractor's liability limit not exceed County's Commercial General Liability coverage limit for any claims and that contractor is not liable for any incidental, consequential, special, punitive, exemplary, statutory, or indirect damages, loss of profits, revenues, or use; Contractor may terminate the Agreement for non-payment, that County's billing Procedures prevail if there's disagreement regarding payments(s), and, no funds shall be set aside other than for County's specific retainage requirements; Contractor's warranty obligations shall be one year and Contractor will correct or re-perform defective services or refund fees; County shall carry Commercial General Liability and Property Insurance and that Contractor may self-insure; Contractor's applicable Commercial General Liability Insurance limits shall first be according to the Sourcewell Master Contract requiring a minimum of \$1,500,000 each occurrence Bodily Injury and property Damage, \$1,500,000 Personal and Advertising Injury, \$2,000,000 aggregate for products liability-completed operations and \$5,000,000 general aggregate and then second according to County's Commercial General Liability Insurance limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; County shall only disclose confidential records or confidential information received from Contractor with prior written notice to Contractor; and, "Deliverables" with respect to "format of deliverables," shall mean electronic deliverables developed by Contractor. These non-standard terms are acceptable with County Counsel.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Agreement as to form and fiscal provisions, respectively.

FINANCING:

The FY 2024-25 Adopted Budget for the General Fund 001, Facility Services Appropriation Unit includes sufficient appropriations for the Honeywell Agreement. The FY 2025-26 Recommended Budget includes augmentation requests to support both unscheduled and scheduled facility maintenance costs, which would cover this Agreement if approved by the Board of Supervisors. Any

future expenditures will be based on available appropriations in the adopted budgets for FY 2025-26 and FY 2026-27.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Preventative maintenance and repair and maintenance services prevent system failures, maintains County's HVACR equipment in safe, good working order and keeps County facilities operational. The services provided under this Agreement will improve the quality of life for County employees, its constituents and structures. The recommended action supports the following Board of Supervisors' Strategic Initiatives as indicated below:

- ☐ Economic Development
- ☒ Administration
- ☒ Health & Human Services
- ☒ Infrastructure
- ☒ Public Safety

Prepared by: Patty Small, MA II (831) 784-5929

Reviewed by: Florence Kabwasa-Green, Chief of Facilities

Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks

Approved by: Randy Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachment is on file with the Clerk of the Board:

Attachment A - Honeywell International Inc. Agreement