

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Siemens Industry, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Software and Technical Maintenance and Support of Heating, Ventilation, and Air Conditioning (HVAC) Controls for the Monterey County Government Center Building located at 168 West Alisal Street, Salinas, CA

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 40,691.00.

UA / DP 3/19/2015
Contractor Initials Date

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from March 1, 2015 to February 28, 2018 ~~November 24, 2014~~ ~~November 28, 2017~~, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

- 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Isaac Brown, Account Executive
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Siemens Industry, Inc. 25821 Industrial Boulevard Hayward, CA 94545
Address	Address
(831) 755-8966	(510) 783-6000
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By: *Lina Cevallo*
Contracts/Purchasing Officer

Date: 3/27/15

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: *Cynthia A. ...*
Deputy County Counsel

Date: 3-24-15

Approved as to Fiscal Provisions²

By: *[Signature]*
Auditor/Controller

Date: 3-24-15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Siemens Industry, Inc.
Contractor's Business Name*

By: *[Signature]*
(Signature of Chair, President, or Vice-President)*

Larry Hillman
Area Sales Manager
SIEMENS INDUSTRY, INC.

Date: 11/26/14

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

[Signature]
Dirk Rauber
Sr. Director of Finance/Zone FBA
Siemens Industry, Inc.

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1 Service Solution

1.1 HVAC CONTROL SERVICES – Automation

1.1.1 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

Siemens Industry, Inc. (CONTRACTOR) shall provide system and software troubleshooting and diagnostics remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. CONTRACTOR will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by County staff and CONTRACTOR. Where applicable, CONTRACTOR will furnish and install the necessary online service technology to enable CONTRACTOR to remotely dial into County system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, CONTRACTOR will provide phone support to County to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician will be dispatched. Any on-site dispatch will be billed separately on a time and material basis at preferred contract labor rates.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

CONTRACTOR shall provide Emergency Onsite Response to reduce the costs and disruptions of downtime when an unexpected problem does occur. CONTRACTOR will provide this service between scheduled service calls and respond onsite at County facility within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by County and CONTRACTOR, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by County and CONTRACTOR, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by County and CONTRACTOR, may be incorporated into the next scheduled service call.

Data Protection & Data Recovery Services

CONTRACTOR will perform scheduled database back-ups of County workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, CONTRACTOR will respond onsite or online to reload the databases and system files from our stored backup copy, to restore County operation as soon as possible (billed separately on a time and materials basis at preferred contract labor rates). The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this Agreement.

Software Maintenance

CONTRACTOR will evaluate any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. CONTRACTOR will perform this service during onsite scheduled Preventative Maintenance (PM) visits or via remote services.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Network Maintenance

Using Siemens Network Performance Diagnostic Technologies, CONTRACTOR’s proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

Preventive Maintenance

CONTRACTOR will provide preventive maintenance in accordance with a program of routines as determined by CONTRACTOR’s experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this Agreement. 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.

Material and Labor Discount

As a service contract customer, the County receives discounts on labor and materials. This applies to all non-covered repair work and system additions/upgrades.

Siemens Building Technologies Manufactured Materials: List x 0.40 multiplier
Siemens Automation Technician Labor: List less 20%. Table below includes 20% discount.

2014 Siemens Building Automation Preferred Rates			
SERVICE REQUESTED	STRAIGHT TIME	EVENINGS/ SATURDAY	SUNDAY/ HOLIDAYS
Automation On-Site ~ 4 hr. minimum	\$182.40	\$273.60	\$364.80
BAU / Mechanical / Electrical Project Manager	\$234.40	\$351.60	\$468.80
BAU / Electrical SAE Engineer ~ 2 hr. minimum	\$187.20	\$280.80	\$374.40
Trip Charge	\$50.00	\$50.00	\$50.00

CONTRACTOR’S 2014 Siemens Building Automation Preferred Rates shall apply from March 1, 2015 to February 29, 2016. Thereafter, CONTRACTOR’s rates will be modified on an annual basis based on the CONTRACTOR’s published rate costs and subject to County approval through and including February 28, 2018 via an amendment to this Agreement.

Repair and Replacement Services – Labor and Material Not Covered:

CONTRACTOR will provide labor and/or materials on a time and materials basis to repair or replace failed or worn components to maintain County system in peak operating condition. Components that are suspected of being faulty will be brought to County’s attention and as authorized by County will be repaired or replaced in advance to minimize the occurrence of system interruptions. Travel expenses associated with the scheduled Preventative Maintenance Service is included in the annual price. Travel for all emergency time and materials service will be billed at County preferred labor rate portal to portal from CONTRACTOR’s Hayward office.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2 Service Implementation Plan

2.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	4 hours *
Response time - onsite for non-emergency	8 hours *
Hours of Service	24 x 7 – for Emergency Service
Window for Call Handling	24 x 7 – Availability to take your call

*All Labor and material costs are billed separately. These costs are billable at a time and materials basis at preferred contract labor rates. See Maintained Equipment Table to view your current Repair and Replacement Coverage.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.2 Maintained Equipment Table

SIEMENS

**CONTRACTOR Building Technologies
Service Agreement**

Equipment Category	Equipment Subcategory	Equipment	Qty	Location	Mfg/Model
System 600 ALN	System 600 ALN	MBC	1		
Services (Times per year): Preventative Maintenance (1) – Software Maintenance (1)					

System Level	System Level	TEC – VAV Box Control Check	32		
Services (Times per year): Preventative Maintenance (1)					

Insight Workstation Components	Insight Workstation Components	PC Hardware	1		
Services (Times per year): Preventative Maintenance (1)					

Control Systems – Summary Level	Data Protection & Data Recovery	Panel B/U on-site	1		
Services (Times per year): Data Protection & Recovery Services (4)					

Control Systems – Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1		
Services (Times per year): Data Protection & Recovery Services (2)					

Control Systems – Summary Level	Network Maintenance	Apogee Network Maint (MLN)	1		
Services (Times per year): Network Maintenance (1)					

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1 Siemens Industry, Inc.

1.1 Investment By and Between:

Siemens Industry, Inc.
25821 Industrial Boulevard
Hayward, CA 94545
Isaac Brown
(510) 783-6000

County of Monterey
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Sam Laird
(831) 755-4749

Services shall be provided at 855 East Laurel Drive, Building C, Salinas, CA 93905 and 168 West Alisal Street, Salinas, CA 93901.

Siemens Industry, Inc. shall provide the services as outlined in this scope of services.

Duration: This Agreement shall remain in effect for an initial term of 3 years beginning 3/01/2015 and from year to year thereafter.

Investments:

Year 1	3/01/2015 to 2/29/2016	\$10,000 annually	paid \$2,500.00 quarterly
Year 2	3/01/2016 to 2/28/2017	\$10,193 annually	paid \$2,548.25 quarterly
Year 3	3/1/2017 to 2/28/2018	\$10,498 annually	paid \$2,624.50 quarterly

Total amount for software and technical maintenance and support is \$30,691 for the term of the Agreement.

Total amount for optional services to be provided on a time and materials basis including troubleshooting problems and repairing or replacing components is \$10,000.

Optional services for trouble shooting problems, and repair or replacement of failed or worn out components as described in Exhibit A – Scope of Services/Payment Provisions shall not be provided unless authorized in writing by the County prior to services being provided. The total amount of services provided under this Agreement for troubleshooting, repairs, or replacements shall not exceed the amount of \$10,000 and shall be performed on a time and materials basis at the hourly rates shown in the Agreement. The total amount of this Agreement shall not exceed the sum of \$40,691.00.

LL, DR 3/19, 3/19
Contractor Initials Date