

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HONEYWELL INTERNATIONAL, INC. AND
COUNTY OF MONTEREY, ACTING THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT,
FOR
MAINTENANCE OF HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2016 is entered into by and between the County of Monterey, acting through its Information Technology Department (hereinafter “COUNTY”), and Honeywell International, Inc. (hereinafter “CONTRACTOR”); (collectively, the County and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement states that CONTRACTOR is to provide maintenance of the heating, ventilation, and air conditioning (HVAC) system at the County of Monterey’s Information Technology Department for the term of July 1, 2016 through June 30, 2018, in a total amount not to exceed \$107,568; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement (No.1) to extend the term through June 30, 2019 and increase the amount of the contract by an additional \$45,973.20 for a revised agreement total of \$153,541.20.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement (No. 2), with prior approval from the Monterey County Board of Supervisors, to extend the agreement by a second year for a revised agreement term of July 1, 2016 through June 30, 2020 and add an additional \$58,271.88 (\$48,271.88 annual cost and \$10,000 in reserve for emergency repairs) for a revised agreement total of \$211,813.08.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 2, titled, “PAYMENT PROVISIONS” shall be amended as follows:
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set for in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$211,813.08.”
2. Paragraph 3, titled, “TERM OF AGREEMENT” shall be amended as follows:
“The term of this Agreement is from July 1, 2016 to June 30, 2020, 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 with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.”
3. Paragraph 4, titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS” shall be amended as follows: Exhibit A, Scope of Services/Payment Provisions shall be replaced with Exhibit A-1 and Exhibit B, List of Covered Equipment shall be replaced with Exhibit B-1.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 2, and shall continue in full force and effect as set forth in the AGREEMENT;
5. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY

By: *Eric A. Chatham*
Director of Information Technology

Date: 6/25/19

APPROVED AS TO LEGAL PROVISIONS

By: *Rebecca M. Dineen*
Monterey County Deputy County Counsel

Date: June 17, 2019

APPROVED AS TO FISCAL PROVISIONS

By: *[Signature]*
Monterey County Deputy Auditor/Controller

Date: 6/19/19

CONTRACTOR

Honeywell International, Inc.
CONTRACTOR's Business Name
See instructions below

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

Wayne Kent, Vice President
Name and Title

Date: 6/11/19

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

Ajay Patil, CFO Americas.
Name and Title

Date: 06/11/2019

*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 Amendment.

EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Location of Services

1590 Moffett Street
Salinas, Ca.

II. Scope of Services

This Agreement is for the maintenance of the heating, ventilation, and air conditioning (HVAC) system for the Information Technology Department. CONTRACTOR shall be responsible for the following:

- a. Preventative Maintenance - Preventative maintenance will be performed at a minimum once each calendar quarter. Each preventive maintenance service will be coordinated with the designated site manager for the County and scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to the County. CONTRACTOR shall perform the applicable Preventive maintenance tasks on the equipment listed in EXHIBIT B-1. During the performance of such maintenance CONTRACTOR will:
- Calibrate temperature, safety and operating controls
 - Lubricate all motors, bearings, linkages and valve stems
 - Adjust all belts, dampers, set points, water treatment, and filter feed systems
 - Align all belt drives, couplings and motors
 - Clean all burner assemblies and nozzles, boiler flues and combustion chambers, electrical contacts, air intakes, fan blades, cooling tower basins, baffles, and floats
- b. Component Replacements - CONTRACTOR will maintain the County's presently installed system within the functional limitations of presently installed hardware, firmware, and software found on the County's system(s). CONTRACTOR will repair or replace serviceable components and parts found on the List of Covered Equipment (EXHIBIT B-1) that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain the County's system. At CONTRACTOR'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property CONTRACTOR. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of CONTRACTOR, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, CONTRACTOR may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-

maintainable components will be eliminated from coverage under this Agreement and CONTRACTOR shall adjust the price accordingly.

- c. Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with the County. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at the County site within 4 hours. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment that is not listed in Exhibit B, the County will be liable for charges for such service, as identified in section IV of this Scope of Work. Continuous Emergency Service will be provided 24 hours per day, seven days per week, federal holidays included.
- d. Performance Review - A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at the County's request. CONTRACTOR and the County will discuss work performed since the last review; Contractor will answer questions pertaining to Service delivery and will identify opportunities to further improve performance of the Equipment.
- e. Honeywell Service Portal - CONTRACTOR will provide the County access to an Internet-based application that will allow the County to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and including only service performed per the CONTRACTOR contract). Entry of functionality enhancements or deletions into CONTRACTOR's Internet-based application are at the discretion of CONTRACTOR.
- f. Warranty - CONTRACTOR will replace or repair any product CONTRACTOR provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from the County's negligence, or from fire, lightning, water damage, or any other cause beyond the control of CONTRACTOR. This warranty applies to all products CONTRACTOR provides under this Agreement, whether or not manufactured by CONTRACTOR. The warranty is effective as of the date of the County's acceptance of the product or the date the County begins beneficial use of the product, whichever occurs first.
- g. Exclusions - Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of the County and will be billed separately.
- h. Cooperation in Support of PG&E Incentives for County - CONTRACTOR shall cooperate with County and provide any documentation and written confirmation to PG&E as required to assist the County in receiving incentives from PG&E, as incentive programs are made available. There is no guarantee by CONTRACTOR on the incentive program, amount, or eligibility. CONTRACTOR will only cooperate by providing the necessary information and documentation to PG&E in a timely manner as programs are made available by PG&E for County.

III. County Responsibility

County agrees to provide access to all Equipment covered by this Agreement. CONTRACTOR will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with the County's designated representative.

IV. Schedule of Rates for Maintenance

Service Description	Cost	Yearly Recurring Total	Billed	
Maintenance		\$48,271.88	Annually	The yearly total.
Hourly T&M Rate for all work in Exclusion Section Above	\$191.22/Hr.		On an "as incurred" basis after the approved work is completed.	This yearly amount is allocated on an "as needed" basis subject to approval by County

Emergency Service will be provided during the following periods during the term of this Agreement on an "as-needed" basis by request of the County.

Continuous Emergency Service available 24 hours per day, seven days per week, federal holidays included.

Any emergency services will be billed at an hourly rate.

	Standard hourly rate	Time & Half	Double Time
Mechanical	\$207.92	\$311.91	\$415.88
Automation	\$235.70	\$353.55	\$471.40

Mechanical services may include, but not limited to condenser unit replacement, coolant leak repair, recharging the units.

Automation services may include but not limited to controller board replacements and programming.

VI. Payment Provisions

- a. The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- b. CONTRACTOR shall invoice the county for the maintenance and T&M services on an annual basis. County shall not pay any claims for services if invoices are submitted more than twelve (12) months after the services were completed.

c. For the services described in this Agreement, the maximum obligation of the County will be as specified in the following table:

Period	Description	Cost
July 1, 2016 – June 30, 2017	Recurring Quarterly Maintenance	\$43,784.00
July 1, 2017 – June 30, 2018	Recurring Quarterly Maintenance	\$43,784.00
July 1, 2016 - June 30, 2018	Reserve for Billable Labor	\$20,000.00
July 1, 2018 – June 30, 2019	Recurring Quarterly Maintenance	\$45,973.20
July 1, 2019 – June 30, 2020	Recurring Quarterly Maintenance	\$48,271.88
July 1, 2019 – June 30, 2020	Reserve for emergency services	\$10,000.00
	Total	\$211,813.08

d. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be prorated over the length of the Agreement and should the County determine a reimbursement is owed, the Contractor shall reimburse the County within thirty (30) days of the termination.

e. Contractor and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Sec, 1771. Contractor shall comply with provisions of the Labor Code (section 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> . Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec.1775

f. Invoices shall be mailed to:

County of Monterey Information Technology Department
 1590 Moffett Street
 Salinas, Ca. 93905
 Attn: Accounts Payable

EXHIBIT B-1
LIST OF COVERED EQUIPMENT

The following equipment list for the existing HVAC system will be covered under this Agreement.

Preferred Mechanical Maintenance Services

Quantity	Description	Model Number	Location
AC-1	A/C Units	Goodman CPG1202104BXXBA	Control Room
AC-2	A/C Units	Carrier 48TFF08-A-61HQ	IT Building
AC-3	A/C Units	Lennox TGA120S2BM1G	IT Building
AC-4	A/C Units	Carrier 48TFF008-A-611HQ	IT Building
AC-5	A/C Units	Comfort Air TCA018AVA1	Lunch Room
AC-6	A/C Units	Comfort Air CH5524VKD1	Data Center
AC-7	A/C Units	Trane YCD180B4LOBA	IT Building
AC-8	A/C Units	Trane YCD180B4LOBA	IT Building
AC-9	A/C Units	Bryant 581BEV060072AAA	IT Building
AC-10	A/C Units	Sanyo THS2432	Training Room
4	Package Unit	Liebert FH290A-A01	Computer Room
2	Air Cooled Condensing Units	Liebert DS077AUA100617A	IT Building
2	Fan Coil Unit	Fujitsu ASU36CLX	IT Building
1	CRAC-7 Unit	Liebert MCM080EBAD	IT Building
7	Wall mounted t-stats	Thermostat unmarked	IT Building – Data Center

Air Filter Services

Fan System Unit	Quantity	Size	Type	Changes Per Year (1,2,4,6 or 12)
All Air Filters Included				4