

## **EXHIBIT A**

### **SCOPE OF SERVICES/PAYMENT PROVISIONS**

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#### **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. 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) 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 Article 1.1 above, the County will be liable for charges prevailing for such service. 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, answer questions pertaining to Service delivery, and 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 includes only service performed per the CONTRACTOR contract). Functionality enhancements or deletions 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	
Quarterly Maintenance	\$10,400	\$41,600	Quarterly – After the Maintenance	The yearly total is a recurring cost.
Hourly T&M Rate for all work in Exclusion Section Above	\$152.57/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

### V. Term of the Agreement

The term of this Agreement shall be from **July 1, 2013 through June 30, 2016** unless sooner terminated pursuant to the terms of this Agreement.

### 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 no later than thirty (30) days after the work has been completed. 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	Quarterly	Yearly
July 1, 2013 - June 30, 2014	Recurring Quarterly Maintenance	\$ 10,400.00	\$ 41,600.00
July 1, 2014 - June 30, 2015	Recurring Quarterly Maintenance	\$ 10,400.00	\$ 41,600.00
July 1, 2015 - June 30, 2016	Recurring Quarterly Maintenance	\$ 10,400.00	\$ 41,600.00
July 1, 2013 - June 30, 2016	Reserve for T&M Labor	\$ 30,000.00	\$ 30,000.00
<b>Maximum Contract Amount</b>			<b>\$ 154,800.00</b>

d. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. 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. Invoices shall be mailed to:

County of Monterey Information Technology Department

1590 Moffett Street

Salinas, Ca. 93905

Attn: Accounts Payable

**EXHIBIT B**  
**LIST OF COVERED EQUIPMENT**

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

Type	Quantity	Manufacturer	Model	Tons
Computer Room A/C	4	Liebert	FH290A-A01	20
Package A/C #7&8	2	Trane	YCD180B4LOBA	7.5
Package A/C #2	1	Carrier	48TFF008-A-611HQ	7.5
Package A/C #4	1	Carrier	48TFD006-601GA	7.5
Package A/C #3	1	Lennox	TGA120S2BMIG	3
Package A/C #9	1	Bryant	581BEV060072ADAA	3
Package A/C Control	1	ComfortAire	TCA018AKA1	2
Package A/C Lunch	1	ComfortAire	TCA018AKA1	2
Package A/C Conf Room	1	ComfortAire	CH5524VKD1	2
Package A/C	1	Sanyo	THS2432	2
Split System A/C	2	Fijitsu	ASU36CLX	1.5

**EXHIBIT C**  
**MODIFICATIONS TO STANDARD PROVISIONS**

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The County of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals (More Than \$100,000) is hereby amended as follows:

1. Article **9. INSURANCE**. Replace Sub-Article **9.01. Evidence of Coverage** in its entirety with the following:

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 County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. CONTRACTOR agrees to provide the County, upon written notification for review, a certified copy of CONTRACTOR’S current insurance policy at a mutually agreed upon location by both parties, and both parties agree that such policy shall remain in the possession of the CONTRACTOR. CONTRACTOR shall have five (5) business days to respond to the written notification; failure by CONTRACTOR to comply shall be a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

2. Article 10. **RECORDS AND CONFIDENTIALITY**. Add the following additional language to the end of Sub-Article 10.04. **Access to and Audit of Records:**

Any audit and inspection rights include only the rights to verify amounts invoiced by Honeywell International, Inc. and to verify the nature of the services being invoiced, and includes the right to review other non-proprietary information of the Contractor, including but not limited to underlying cost, markup, and overheard rates, notwithstanding any federal or state regulatory requirements.