

This proposal is valid for 60 days.

1. Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will provide the indicated services on the Mechanical Systems, Components, and Equipment found in the List of Covered Equipment below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Exhaust Fan	McQuay 2HP	Women's Jail Roof
1	Exhaust Fan	McQuay ¾	Sally Port Roof
1	Exhaust Fan	3HP	Men's Jail Roof
1	Exhaust Fan	3HP	Rotunda 3
1	Exhaust Fan	McQuay ¾ HP	Sally Port
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Women's Jail U-Pod
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Women's Jail V-Pod
1	Flex Central Fan System	McQuay 3HP RDS800BY	Sally Port Roof
1	Supply Fan	McQuay RDS806BY	Phase 2 Roof
1	Return Fan	McQuay RDS800BY	XV19 (Excluded *)
1	Return Fan	McQuay RDS800BY	XV20 (Excluded *)
1	Return Fan	McQuay RDS800BY	XV21 (Excluded *)
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Women's Jail R-Pod
1	Flex Central Fan System (4)-12x24x14	McQuay RDS804BY	Phase 2 Dorm-C
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Women's Jail S-Pod
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Women's Jail T-Pod
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x24x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x24x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x24x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System (4)-16x20x2	Greenheck MSX-110-H12-H2	Men's jail
1	Flex Central Fan System 3HP Fan	McQuay RDS800BY	Sally Port Roof
1	Flex Central Fan System (4)-12x24x14	McQuay RDS800BY	Phase 2 D-Dorm
1	Flex Central Fan System (4)- 12x24x14	McQuay RDS800BY	Phase 2 B-Dorm
1	Flex Central Fan System (4)- 12x24x14	McQuay RDS800BY	Phase 2 E-Dorm

1	Flex Central Fan System (4)- 12x24x14	McQuay RDS800BY	Phase2 Booking & Receiving
1	Flex Central Fan System 3HP	McQuay RDS800BY	Sally Port Roof
1	Flex Package Units A/C Cooling Only	Lennox KHA030S4DN2P	Kitchen Roof
1	Flex Package Units A/C Cooling Only	Lennox KHA030SFDN2P	Kitchen Roof
1	Flex Package Units Cooling Only	Lennox KHA04AS4BN1G	Kitchen Roof
1	Flex Package Units Large Units	McQuay RPS020BW	Roof Over Lobby
1	Flex Package Units A/C Unit	Lennox KHA030S4DN2P	Phase 2 Roof
1	Flex Package Units (4)-16x25x2 Pleated	McQuay CHA 16-1353-5	Roof Phase 2
1	Flex Package Units Package with A/C	Lennox KHA 02454DN1P	Phase 2 Roof
1	Flex Package Units A/C Hot Water Heat	McQuay CHA16-1353-5	Phase 2 Roof
1	Flex Package Units A/C Unit	Lennox KHA030SHDN2P	Phase 2 Roof
1	Flex Package Units A/C Unit	Concorde Temp C 25H13B36P-1A	Phase 2 Roof
1	Flex Package Units A/C Unit	Trane WCCO24F100BB	Women's Jail Roof
1	Flex Package Units A/C Unit No Heat	Trane WCCO24F100BB	Women's Jail Roof
1	Flex Package Units A/C Unit No heat	Lennox CHA16H-261-3P	Women's Jail Roof
1	Flex Package Units A/C Unit No Heat	Lennox GCS16-024-50-5P	Rehab Roof
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rooftop F Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rooftop B Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab C Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rooftop B Wing
1	Furnace System Oil or Gas (1)-14x25x1	Lennox GCS16-024-50-5P	Rehab Roof A/C Control
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab B Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab D Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab C Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab D Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor HCRG100-7-S-2	Rehab F Wing
1	Furnace System Oil or Gas (2)-16x25x2	Reznor HCRG400-7-S-2	Rehab G Wing
1	Furnace System oil or Gas (4)-16x25x2	Reznor HCRG350-7-S-2	Rehab H Wing
1	Furnace System Oil or Gas (1)-25x25x2	Reznor HCRG100-7-S-2	Rehab A Wing

1	Furnace System Oil or Gas (1)-25x25x2	Reznor	HCRG100-7-S-2	Rehab A Wing
1	Furnace System Oil or Gas (1)-25x25x2	Reznor	HCRG100-7-S-2	Rehab Center Section
1	Furnace System Oil or Gas (1)-25x25x2	Reznor	HCRGB400-7-S-2	Rehab B Wing
1	Furnace System Oil or Gas (1)-20x25x2	Reznor	HCRG100-7-S-2	Rehab E Wing
5	Box Car Packaged AC Units	Trane		PSB
1	60 Ton Chiller	Trane		PSB

1.2 Preventive Maintenance Mechanical – Adult Detention

Preventive Maintenance activities will be planned considering manufacture recommendations and in accordance with HONEYWELL experience and standards for the “List of Covered Equipment”. Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

This Agreement is for the maintenance of the heating, ventilation, and air conditioning (HVAC) system for the County of Monterey identified facilities. Preventative maintenance will be performed at a minimum once each calendar quarter on every equipment, (or as needed) to be coordinated with the designated site manager for the County. Performed tasks are listed below for information purposes. It is estimated that Honeywell will be on site for approx. ~ 2 days/month to perform required maintenance work as identified below:

Preventative Maintenance Summary Tasks:

- Check and clean bearings for all air handlers listed
- Check wear for all the sheaves or pulleys used in all of the listed equipment.
- Grease the bearings for all greaseable bearings in the listed equipment
- Check all electrical connections for loose or corroded wires
- Check and or replace worn belts in all listed air conditioners or air handlers
- Lubricate all motors in listed mechanical equipment
- Check motor amperage to make sure motors are not defective
- Trip and reset all magnetic starters/contactors in covered equipment to ensure proper operation
- Observe fan operation for excessive vibration or noise.
- Lubricate and adjust dampers and damper linkages
- Service pneumatic systems duplex air compressors located in boiler rooms
- Verify proper operation of boiler controls and automation system integration
- Bi-annual inspections for 4- Bell and Gosset 10 hp hot water pumps
- Insure proper damper actuator operation
- Replace worn out pneumatic actuators and diaphragms
- Check and verify proper operation of Hot water valves and actuators
- Service and verify proper operation of 17 Reznor natural gas furnaces, includes belts
- Calibrate and service existing Honeywell TP970A1004 Pneumatic thermostats in Jail offices, lobby, and visiting areas
- Service and calibrate pneumatic RP920A2004 receiver/ controllers located in the booking and receiving cells and isolation
- Monitor and calibrate 30+ comfort point supply and return sensors
- Monitor and service supply and return sensors for the men's and women's pods
- Service and maintain 15 air handlers for the men's and women's pods
- Service and maintain 4 McQuay air handlers and return fans for rotunda areas of men's and women's pods
- Ensure correct hot water valve and operator operation
- Service and calibrate Honeywell tp970a1004 pneumatic thermostats In Kitchen wing
- Service hot water reheat valve actuators located above Kitchen ceiling
- check and verify operation of refrigeration systems for air conditioning units across the facility listed in covered equipment
- Honeywell automation tech monitors and services Honeywell automation controllers, primary & secondary devices and programming
- Automation tech licensed to monitor, troubleshoot, and update Honeywell Comfort Point Open & proprietary software.
- Monitor and verify automation system operation from the Honeywell EBI workstation located at the county yard.

a. Desired results of preventative maintenance are to maintain the County's presently installed system(s) within the functional

limitations of presently installed hardware, firmware, and software to operate correctly. It may include repair or replace serviceable components and parts 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.

- b. 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 and will be billed separately at a Time & Materials Rate.

1.3 Preventive Maintenance (Automation & Mechanical) – New Jail Facility / Public Safety Building

Scope – HONEYWELL will provide the indicated services on the Mechanical Systems, Components, and Equipment found in the List of Covered Equipment below:

List of Covered Equipment:

Quantity	Model Number	Description	Location
1	EBI -EBI R500	Enterprise Building Integrator	New Jail
1	LCD -50046570-002	22-inch Widescreen LCD Monitor	New Jail
1	PC -W7078B1601	EBI UL Listed Server System	New Jail
30	PLF -P7640B1032	Press, duct static 0-5Vdc/0-10Vdc	New Jail
52	RKE -RIBU1C	Funct Dev: Relay, 10-30vdc/120voc	New Jail
2	RKQ -RIB24P	Funct Dev: Relay, 24vdc dpdt/20A	New Jail
8	RKS -MR-322/T	Air Products UUKL listed Relays	New Jail
10	TNA -C7041R200D	Duct, avg, 20k, -40 to 250F, 12ft	New Jail
40	TNH -C7041B2005	Temp, duct, 20k, -40 to 250F, 6 in	New Jail
36	TNK -C7041B2013	Temp, duct, 20k, -40 to 250F, 12	New Jail
40	VALVES	Refer to valve schedule	New Jail
5	WIN -TR40	Wall Module, Temp only, Sytk	New Jail
21	WIR -TR42	Wall Module, LCD, Temp only	New Jail
46	BLP -14502412-014	BACnet, MSTP & Expansion Bus Lightning	New Jail
10	CPO -CP-EXPIO	CP Open, expansion I/O module, 8 UI, 6 DI	New Jail
12	CPP -CPO- D10	CP Open, digital I/O module, 8 UI, 8 DI	New Jail
4	CPR -CP-SPC	CP Open, small point controller, 2 AI	New Jail
12	CPU -CP-IPC	CP Open, plant controller, 8 UI, 6 DI, 6 AO	New Jail
40	CPW -CPO-VAV2A	CP Open, VAV controller, 4 UI, 3 AO, 6 DO	New Jail
109	14506944-001	8 Position Connector	New Jail
9	SDUCFRELAYCARD	Dry contact I/O relay box	New Jail
13	X5C -14507287-003	Power filter module, 120 to 24voc, aux 24voc	New Jail
48	XFR5 -TR50VA005	Funct Dev: Transformer, 120 to 24voc, 50vo	New Jail

- Preventive Maintenance activities will be planned considering manufacture recommendations and in accordance with HONEYWELL experience and standards for the “List of Covered Equipment of New Jail Facility as identified below. Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. It is estimated that Honeywell will be on site for 5pprox.. 1-2 days/month to perform required maintenance work for the new facility starting on Oct 2020 once the project is completed.

Refer to 1.2 for Preventative Maintenance Summary tasks. Some tasks may be added or removed as needed due to the age of the

equipment and recommended manufacturer instructions.

1.4 Preventive Maintenance – Testing (Fire Alarm System) – **New Jail Facility**

Scope – HONEYWELL will provide the indicated services on the Mechanical Systems, Components, and Equipment found in the List of Covered Equipment below:

List of Covered Equipment:

Quantity	Model Number	Description	Location
1	50046570-002/U	UL-Listed 22" LCD Wide-Screen Monitor	New Jail
1	EBI-BASE02H	EBI Base Package 2 for R500	New Jail
1	EBI-XXBACROY	BACnet Cimetrics Royalty – for use of BACnet	New Jail
1	W7078B1601/U	UL Server PC, WIN 2012, Shelf Asy	New Jail
10	DNR	InnovairFlex intelligent duct detector	New Jail
4	LCD-160	Remote Annunciator for XLS3000	New Jail
10	RTS151KEY	Remote test station; with switch, alarm	New Jail
23	S464G1007	Intelligent Pull Station	New Jail
333	TC806B1076	Intelligent Photoelectric Smoke Detector	New Jail
10	TC806DNR	Intelligent photo Duct smoke with Remote test	New Jail
171	TC808B1041	Intelligent Heat Detector, 135 degree fixed	New Jail
11	TC809A1059	Intelligent Monitor Module	New Jail
216	TC809D1004	Dual Input Monitor Module	New Jail
221	TC810R1024	Relay Module	New Jail
3	TC810N1013	Control Module	New Jail
4	XLS-ABS-2D	Annunciator surface	New Jail
5	XP6-R	XP6 Transponder Relay Mod, 6 circuits	New Jail
3	XP10-M	XP10 Monitor module	New Jail
31	SWL	Strobe Wall Mount	New Jail
21	SCWL	Strobe Ceiling Mount	New Jail
23	P2WL	Horn Strobe Wall Mount	New Jail
6	PS-1270	7Ah Battery 12 V	New Jail
1	Smoke Control Panel	Kirkland Annunciator Panel	New Jail
216	RIBU1C	Spdt 10A 10-30V/DC-120Vac – Mounted Relays	New Jail
9	TC810R1024	Control Relay	New Jail
3	TC809D1004	Dual Input Monitor Module	New Jail
6	TC806B3010	Smoke Detector	New Jail

- Preventive Maintenance activities will be planned considering manufacture recommendations and in accordance with HONEYWELL experience and standards for the “List of Covered Equipment of New Jail Facility (to be Added)”. Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

Fire Alarm Test & Inspect Services :

In addition, Honeywell will perform the required test & inspect on the fire Alarm and equipment (listed above) as required by code once, a year in accordance with AHJ requirements.

Note: This contract do not include any escort while providing test & inspect services. The County of Monterey will provide escort services to our technicians if required.

1.5 New Equipment Warranty

Honeywell will honor and provide warranty for the new system installation equipment (Listed in Section 1.3 & 1.4) as outlined in the installation contractual documents.

2. Flex Automation Maintenance Services (existing)

2.1 Scope - HONEYWELL will provide the indicated services on system hardware and software found in the List of Covered Equipment and Software below: List of Covered Equipment:

Quantity	Description	Model Number	Location
All	Comfort Point Open Controllers	CPO-PC-6A	Public Safety Building
All	Excel 800 Controllers	XL800	Public Safety Building
All	CP controllers	CP-SPC	Public Safety Building
All	Microcells Controllers*	R7515C1015	Adult Detention Rehab Center
All	R7516B1023 Controllers*	R7516B1023	Adult Detention Rehab Center
All	Temp Sensors*	T751501000	Adult Detention Rehab Center
All	Transducers*	RP7517A E-P	Adult Detention Rehab Center
All	Outside Air Controllers		Rehab Old Section
All	Ambient Temp Controllers		Rehab Old Section
All	O.A.S. Master Controllers		Rehab Old Section

NOTES* These are preventative maintenance only. The hardware and software is no longer supported by HONEYWELL.

2.2 Preventative Maintenance - Each PM visit will be:

Preventive Maintenance activities will be planned considering manufacture recommendations and in accordance with HONEYWELL experience and standards for the "List of Covered Equipment". Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

2.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

3. General Services & Coverage/Exclusions

3.1 Coverage - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment. (As outlined in prior sections)

HONEYWELL will repair or replace serviceable components and parts (Disposable) found on the List of Covered Equipment and Software, which have been found to be defective or have failed (refer to HONEYWELL standard General Terms & Conditions section 15 for further clarification of coverage). Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components (*See Note*) may also be repaired, replaced or excluded from any warranty. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal, replacement, and installation is not included. Items identified as excluded are excluded for any labor/material warranty.

Obsolescence: Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL 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 HONEYWELL shall adjust the price accordingly.

Note: Marginal components are items at or near the end of their useful life cycle. In the event of an obsolete failed piece of equipment, if covered, HONEYWELL will provide services up to the costs (labor and materials) prior to obsolescence providing the CUSTOMER agrees to pay the difference between the original cost of equipment and the price of the upgrade replacement, including any incremental costs (labor, subcontract, etc.) required to perform the repair.

3.2 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site as prescribed in the emergency classifications below. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges prevailing for such service.

Emergency Response Classification

- Critical Emergency (4 hour response, or as otherwise agreed)
 - Failures representing an immediate threat to life safety, property, or production
- Non-Critical Emergency (1 day response, or as otherwise agreed)
 - Failures of an urgent nature – significantly impactful to CUSTOMERS business interests or productivity yet not of the immediacy of a critical emergency.
- Non-Emergency (Scheduled)
 - Failure or repairs of a non-urgent nature, such as reporting, controls functionality etc. which can be mitigated or are not significantly impactful

Emergency Service will be provided during the following periods during the term of this Agreement as selected below:

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

3.3 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

3.4 Honeywell Service Portal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER 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 HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

3.5 County of Monterey Procedures – Honeywell will abide by County of Monterey's required procedures for sign-in and sign-out, security, parking, reporting, and safety. Honeywell will provide service in a manner that produces the least disruption to the occupants of the buildings.

3.6 Itemized Pricing 3 Year Terms –
Below is the itemized pricing for 3 years terms.
Totals are reflected on the front page.

Contract Duration		Mechanical / HVAC	Mechanical / HVAC*	Fire & Test & Inspect*	ANNUAL	MONTHLY
		Existing Jail	New Jail Facility	New Jail Facility	Pricing	Pricing
Sept 2020 - June 30, 2021	Year 1	\$43,913				
Oct 2020 - June 30, 2021	Year 1		\$17,116	\$52,046	\$113,075	\$11,307.5
July 2021 - June 30, 2022	Year 2	\$54,013	\$42,044	\$53,347	\$149,404	\$12,450.3
July 2022 - June 30, 2023	Year 3	\$55,633	\$43,306	\$54,948	\$153,887	\$12,823.9

* Includes Extended Warranty

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:

HONEYWELL BUILDING SOLUTIONS

CUSTOMER: (County of Monterey)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell 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 Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. 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 Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. At Honeywell sole discretion' parts, material, components or equipment at the end or near end of useful lifecycle (ie: marginal material) may be excluded from any warranty coverage, even if included in list of covered material.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment. Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.