To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Honeywell International Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide preventative maintenance, and additional maintenance and repair services for heating, ventilation, air conditioning, and refrigeration (HVACR) equipment and systems and Honeywell Enterprise Building Integrator (EBI) equipment and systems identified for preventative maintenance services under this Agreement to keep them operating in an efficient manner, including but not limited to, inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration and equipment and components including related controls. In addition, CONTRACTOR shall, as requested by the County, provide maintenance and repair services, including, but not limited to, work on any temporary systems and any other services and repairs necessary to keep all County HVACR equipment and systems, including those not listed in this agreement, operational. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1.1. CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

1.2. Any work determined by the County to be a Work of Public Improvement, requiring formal bidding procedures shall not be performed under this Agreement.

1.3. CONTRACTOR shall perform preventative maintenance services including quarterly and annual preventative maintenance and defined tasking to maintain County's HVACR and EBI equipment and systems on the assets located at the following County site: Monterey County Sheriff's Office which includes the old and new Jail.

1.4. CONTRACTOR shall inspect, service, maintain, start-up, test, balance, adjust, repair modify and replace mechanical, refrigeration and equipment and components including related controls for County's HVACR and EBI equipment and systems.

1.5. CONTRACTOR shall, as assigned by the County, service any temporary systems that falls under the scope.

1.6. CONTRACTOR shall, as assigned by the County, provide any other services and repairs necessary to keep all County HVACR and EBI equipment and systems operational.

1.7. CONTRACTOR shall perform all work based on industry standard practices.

1.8. CONTRACTOR shall comply with all manufacturer requirements.

1.9. CONTRACTOR shall provide preventative maintenance standard servicing tasks that is managed by its Service Management System (SMS) and scheduled based on the equipment and systems covered by this Agreement that is based on industry standard practices and complies with the manufacturers requirements, which consists of, but is not limited to, the following typical activities:

- Inspecting control system equipment and systems through head end software for proper operation.
- Checking asset status and firmware versions.
- Providing recommendations on improvements outside of planned maintenance.
- Checking software schedules against occupancy schedules.
- Review alarm activity on head end software.
- Review trend logs to identify issues.
- Random sampling of temperature sensors to identify need to calibrate.
- Visual inspections of equipment and systems.
- Checking equipment and systems are operating as expected.
- Change the Pleated pre-filters for all the air handlers and Air conditioners listed in the equipment list. (4x Annually)
- Change the bag filters for the McQuay units listed in Phase 2 for the Dorms (Annually)
- 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 filter service and 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.

1.10. CONTRACTOR shall schedule planned maintenance appointments to cover standard maintenance tasking for the equipment and systems covered under this Agreement using Honeywell's SMS, with tasking based on industry standards.

1.11. CONTRACTOR shall generate and provide to County post maintenance appointment reports highlighting work completed on site and any issues identified.

1.12. CONTRACTOR shall, subject to County's request and approval, provide additional maintenance and repairs on HVACR and EBI equipment and systems located at the Public Safety Building.

1.12.1. Additional maintenance and repair services from CONTRACTOR, rates are identified in Section B Payment Provisions below. Costs associated with additional maintenance and repair services shall not exceed the total amount of $100,000 for the initial term of the Agreement.

1.13. CONTRACTOR shall obtain County's Building Maintenance Supervisor's authorization in writing prior to any additional maintenance repair work services being conducted.

1.14. CONTRACTOR will perform Fire Alarm Test & Inspect Services on fire alarm equipment listed on Exhibit C as required by code one a year in accordance with AHJ requirements (escort to be provided by County).

1.15. CONTRACTOR will furnish and install air filters appropriate for the design condition of County's ventilation systems. Media for the fan system units listed, will be replaced (schedule to be provided by CONTRACTOR) (equipment listed on Exhibit C).

1.15.1. It is It is understood that the air filter media replacement services apply only to the fan system units listed on Exhibit C. If this Agreement is terminated, CONTRACTOR will remove any HONEYWELL-supplied frames from the facility or offer County the opportunity to purchase them at the current market value.

1.15.2. Frequency of Air Filter Media Replacement – should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Exhibit C, the frequency will be changed and the agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.16. List of Equipment Covered by this Agreement is located on Exhibit C.

1.17. CONTRACTOR Hardware support – CONTRACTOR will perform scheduled maintenance services on the equipment covered under this Agreement that is listed on Exhibit C.

1.18. CONTRACTOR Coverage – CONTRACTOR will repair or replace serviceable components and parts (Disposable) found on the List of Covered Equipment (Exhibit C) and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain COUNTY'S system. At CONTRACTOR'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 CONTRACTOR. 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 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.

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, CONTRACTOR will provide services up to the costs (labor and materials) prior to obsolescence providing the COUNTYR 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.

1.19 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 COUNTY. If it is determined that a site visit is required, CONTRACTOR personnel will arrive at COUNTY'S site as prescribed in the emergency classifications below. If the resolution of the emergency service call requires CONTRACTOR to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment (Exhibit C) and Software, COUNTY 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

1.20 Continuous Emergency Service (24 hours per day, seven days per week, federal /Public holidays include) will be provided during the term of this Agreement.

1.21 PERFORMANCE REVIEW – A review of the Services provided within this Agreement will be performed by CONTRACTOR on an annual basis at COUNTY'S request. CONTRACTOR and COUNTY will discuss work performed since the last review, answer questions and pertaining to Service delivery, and identify opportunities to further improve performance or the Equipment. Sheriff or designee will also be in attendance.

1.22 CONTRACTOR Service Portal – will provide customer 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.

1.23 COUNTY Procedures – CONTRACTOR 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.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,098,059 for EBI/HVACR preventative maintenances services and for additional repair and maintenance service work, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EBI/HVACR - Mechanical/Automation/Fire Test & Inspect/Air Filters, etc						
Contract Duration		Existing Jail HVACR /Automation	New Jail Facility HVACR / Automation	New Jail Facility (Fire Test & Inspection)	Annual Pricing	Monthly Pricing
Year 1	July 1, 2025 - June 30, 2026	$72,048	$65,626	$42,949	$180,623	$15,051.92
Year 2	July 1, 2026 - June 30, 2027	$77,612	$67,565	$44,478	$189,655	$15,804.58
Year 3	July 1, 2027 - June 30, 2028	$81,675	$70,924	$46,538	$199,137	$16,594.75
Year 4	July 1, 2028 - June 30, 2029	$86,083	$74,580	$48,431	$209,094	$17,424.50
Year 5	July 1, 2029 - June 30, 2030	$90,732	$78,425	$50,392	$219,549	$18,295.75

* Air filters included in price of Existing Jail and New Jail

HVACR/EBI Additional Repair, Maintenance and Service work Rates (per Sourcewell Contract# 080824-HNY)			
Item	Rate	Unit	Minimum Call-Out time
During Normal work hours 0700-1700	$258.00	per hour or part thereof	4 hours
Outside of work hours 1701-0659	$388.31	per hour or part thereof	4 hours
Federal/Public Holidays	$517.74	per hour or part thereof	4 hours

*Above additional repair & Maintenance service work rates exclude material and labor charges for repairs break fixes and are subject to annual increase

$100,000– For Items not covered under warranty – i.e., labor, purchases, repair,

emergency repair, installation, etc.

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 230-sofiscal@countyofmonterey.gov

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, California 93906

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.