

ADDENDUM NO. 1
TO THE
COUNTY OF MONTEREY STANDARD AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY
AND
HONEYWELL INTERNATIONAL INC.

This Addendum No. 1 is attached to and incorporated by reference into the **Standard Agreement** by and between the **County of Monterey** ("County") and **Honeywell International Inc., Honeywell Building Solutions** ("CONTRACTOR"). Both parties have hereby agreed to modify the **Standard Agreement** ("Agreement") as follows:

1. Article **8.0 INDEMNIFICATION. 8.01** In line 3, after "with," add "the negligent or willful misconduct in the."
2. Article **8.0 INDEMNIFICATION. 8.02 Mutual Waiver of Consequential Damages.** Add the following as Sub-Article "8.02 **Mutual Waiver of Consequential Damages.** Neither the County nor CONTRACTOR shall be liable for any lost or prospective profits or any other special, incidental, consequential, or other such indirect loss or damage whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise."
3. Article **9.0 INSURANCE. 9.01. Evidence of Coverage:** In lines 3 and 4, replace "In addition, the Contractor upon request shall provide a certified copy of the policy or policies." with "Honeywell will allow the County of Monterey to view copies of our insurance policies only in the event of a claim and the County of Monterey as an additional insured has requested copies."
4. Article **9.0 INSURANCE. 9.04. Other Requirements:** In fourth paragraph, line 1, replace "execution" with "five days before start of performance."
5. Article **10. RECORDS AND CONFIDENTIALITY. 10.04. Access to and Audit of Records.** Add the following to the end of the Sub-Article "Any audit and inspection rights include only the rights to verify amounts invoiced by CONTRACTOR and to verify the nature of the services being invoiced, but does not include the right to review other proprietary information of CONTRACTOR, including CONTRACTOR's underlying cost, markup and overhead rates, unless otherwise allowed by court order."
6. Article **10. RECORDS AND CONFIDENTIALITY. 10.05. Royalties and Inventions.** In line 4, after "Agreement" add "which are commissioned and paid for by the County."

EXHIBIT A Scope of Services / Payment Provisions

7. Section **1.7 Warranty.** Add the following to the end of the Section "THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND CONTRACTOR EXPRESSLY DISCLAIMS AND COUNTY EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER."

The Agreement together with this Addendum replaces and supersedes all other Agreements, written or oral, with respect to its subject matter. Except as expressly amended and supplemented hereby, the Agreement remains in full force and effect. In the event of any conflict between the terms of the Addendum and the terms of the Agreement, the terms of the Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be signed as of the _____ day of February, 2013.

THE COUNTY OF MONTEREY

HONEYWELL INTERNATIONAL INC.
Honeywell Building Solutions

By: _____

By: Jancy Foster

Title: _____

Title: District General Manager

Date: _____

Date: 3-18-13

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 3-25-13

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

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

Honeywell Building Solutions

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

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

Provide preventative maintenance and on-call emergency service which include but not limit to heating, ventilation, air conditioning and controls; in as needed basis for the Public Safety Building and Jail.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 357,920.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2012 -Retroactive to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS.

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

6.0 PAYMENT CONDITIONS.

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

7.0 TERMINATION.

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage.

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

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

9.02 Qualifying Insurers.

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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

9.04 Other Requirements:

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

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

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

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

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

10.0 RECORDS AND CONFIDENTIALITY.

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

11.0 NON-DISCRIMINATION.

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

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

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

FOR COUNTY:	FOR CONTRACTOR:
Daisy Fernandez-ACS	Ken Snider-Senior Contract Manager
Name and Title 1414 Natividad Rd. Salinas, CA 93906	Name and Title 353-A Vintage Park Dr. Foster City, CA 94404
Address	Address
831-755-3767	972-6649242
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: 3/25/2013

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 3/25/13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Honeywell Building Solutions

Contractor's Business Name*

By: _____
Janey Kaster
(Signature of Chair, President, or Vice-President)*

Janey Kaster, District General Manager

Name and Title

Date: 3-18-13

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

To
Professional Service Agreement
by and between
Sheriff's Office, hereinafter referred to as "COUNTY"
AND
Honeywell, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for and incidental to the performance of work, as set forth below:

Provide preventative maintenance and on-call emergency service which include but not limited to heating, ventilation, air conditioning and controls; in as needed basis for the Public Safety Building and Jail.

Mechanical Services

Mechanical Maintenance Service

Extend the Life of Critical Mechanical Systems While Lowering Operating Costs

Your building's mechanical systems can account for up to 40 percent of your initial building costs, and are vital to your company's comfort, safety, productivity, and profit.

Honeywell Mechanical Maintenance Service can protect your investment by extending the life of your critical mechanical systems while at the same time reducing operating costs. We provide a flexible program of maintenance, part replacement, and service that can also help to:

- Provide more consistent comfort conditions
- Minimize breakdowns and costly emergency repairs
- Ensure reliable service and optimum performance
- Improve energy efficiency of HVAC systems and reduce energy consumption
- Provide financing options for upgrades and retrofits

Improved Comfort, Optimum Performance

Keeping your boilers, chillers, rooftop units, air handling units, cooling towers, fans, and other HVAC components clean, well-calibrated, and in good repair can produce positive results for your building and the overall success of your business. It means improved comfort, fewer breakdowns, and often dramatically improved energy savings. But few in-house maintenance staffs are equipped to handle all of those tasks, all of the time.

Honeywell's Mechanical Maintenance Service will:

- Calibrate temperature, safety and operating controls
- Lubricate all motors, bearings, linkages and valve stems

- Adjust all belts, dampers, setpoints, 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
- Analyze oil/gas/flue efficiency for improved comfort and fewer breakdowns

Complete Service Offerings

Repair and Replacement

When your mechanical system or a component malfunctions, it can wreak havoc on building operations, productivity, and your budget. Honeywell technicians are ready to respond immediately to repair or replace any failed mechanical components before it can affect your core business processes or overall building performance.

Equipment and services

Honeywell HBS shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|---|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Service Management Software |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> EBI Services | <input type="checkbox"/> Honeywell Online Service |
| <input type="checkbox"/> Site Services | <input type="checkbox"/> Other/Special Provisions |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |

Preferred Mechanical Maintenance Services

1.1 Scope - CONTRACTOR will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Equipment List

County of Monterey
Adult Detention/Rehab Center

<u>Qty</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Location</u>	<u>Type of Coverage</u>
Temperature Control Section:					
18	Temp. Control	Honeywell	Valves/Act	Various	Full
30	Temp. Control	Honeywell	Relays/Switch	Various	Full
18	Temp. Control	Honeywell	valves/act.		Full
30	Temp. Control	Honeywell	relays/switch		Full
1	Air Compressors Standard Duplex	Honeywell		Boiler Rm.	Full
70	Temp. Control, Primary	Honeywell	pneumatic	Boiler Rm. various	Full
46	Temp. Control, Secondary	Honeywell	pneumatic	various	Full
Automation Section:					
3	R7515C1015 Macrocel Controller	Honeywell	R7515C1015	TCP6,7,10	Full
2	R7516B1023 Controller	Honeywell	R7515B3024	TCP8,9	Full
4	T751501000 Temp. Sens. w/ set PT&LED	Honeywell	T715D1004	Space-TS2	Full
4	RP7517A E-P Transducer	Honeywell	RP7517A1017	Panel	Full
3	R7515C1015 Macrocel Controller	Honeywell	R7515C1015	TCP6,7,10	Full
2	R7516B1023 Controller	Honeywell	R7515B3024	TCP8,9	Full
4	T7515D1000 Temp. Sensor w/ Set PT&LED	Honeywell	T7515D1004	Space-TS2	Full
4	RP7517A E-P Transducer	Honeywell	RP7517A1017	Panel	Full
1	R7044E 64 Points	Honeywell	R7044E1092	Boiler Rm.	Full
10	RP7515B3024 Controller	Honeywell	Microcel	Boiler Rm.	Full
1	RP7515A2001 Controller	Honeywell	RP7515A1059	Boiler Rm.	Full
1	R7515A4004 Controller	Honeywell	Microcel	Boiler Rm.	Full

<u>Qty</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Location</u>	<u>Type of Coverage</u>
Mechanical Section:					
3	AHU Return Fan & Motor	McQuay	RDS800BY	Roof	PM Flex
5	H/V Units	McQuay		Women's Jail	PM Flex
2	A/C Pkg. Units Control 1 & 2	Fedders		Women's Jail	PM Flex
1	H/V Unit	McQuay	Sally Port	Women's Jail	PM Flex
1	A/C Pkg. Unit	Carrier	50C2008610	Women's Jail	PM Flex
1	H/V Unit	McQuay	RDS802134	K-Pod	PM Flex
1	Supply Fan			K-Pod	PM Flex
1	Return Fan			K-Pod	PM Flex
1	A/C Pkg. Unit			K-Pod	PM Flex
10	H/V Units	McQuay		Men's Jail	PM Flex
3	H/V Units	McQuay		Rotunda	PM Flex
1	A/C Pkg. Units	Lennox	CHA161343	New Jail	PM Flex
1	ACU-7	McQuay	RPS020BW	New Jail	PM Flex
4	H/V Units	(H/V 2-5)		New Jail	PM Flex
	Supply Fan	McQuay	RDS800BY	New Jail	PM Flex
	Return Fan			New Jail	PM Flex
1	Pkg. ACU-3	Lennox		New Jail	PM Flex
1	AHU (heat only)		CHA15-311-1P	New Jail	PM Flex
5	Heat		Reznor	Rehab	PM Flex
1	A/C Pkg. Unit		Day/Night	Rehab	PM Flex
3	H/V Units		Reznor	Rehab	PM Flex

Filters Section:

5	Filter, Pad, 16X25 4 no. of Airfilter changes per year		1x16x25		
12	Filter, 1 no. of changes per year	Airfilter	24x12x18		
12	Filter, 4 no. of changes per year	Airfilter	2x12x24		
12	Filter, 4 no. of changes per year	Airfilter	2x24x24		
12	Filters, 1 number of change per year	Air Filter	24x12x18		
12	Filters, 1 number of change per year	Air Filter	24x24x18		
12	Filters, 4 number of changes per year	Air Filter	2x12x24		

<u>Qty</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Location</u>	<u>Type of Coverage</u>
cont. Filters Section:					
12	Filters, DP PLTD, 4 number of changes per year	Air Filter	2x24x24		Temp Cont Full
44	Frame	Honeywell	24x24x2		Temp Cont Full
24	Frame	Honeywell	12x24x2		Temp Cont Full
1	Frame	Honeywell	14x20x1		Temp Cont Full
51	Frame	Honeywell	16x25x2		Temp Cont Full
24	Frame	Honeywell	16x20x2		Temp Cont Full
17	Frame	Honeywell	20x25x2		Temp Cont Full
6	Frame	Honeywell	14x25x1		Temp Cont Full
16	Frame	Honeywell	20x20x1		Temp Cont Full
Rehab Old Section:					
21	Thermostats				
21	3-Way Mixing Valves				Temp Cont Full
2	Boilers - Controls include:				
	a. Safety Controls				Temp Cont Full
	b. Combustion Controls				Temp Cont Full
	c. Operating Controls				Temp Cont Full
1	Air Dryer				Temp Cont Full
3	2-Position: Damper Operators				Temp Cont Full Temp Cont Full
3	Outside Air Controllers				Temp Cont Full
1	Ambient Temp. Controller				Temp Cont Full
2	O.A.S. Master Controller				Temp Cont Full

1.2 Preventive Maintenance - Each preventive maintenance call will be 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 COUNTY.

1.3 Component Replacements - CONTRACTOR will maintain COUNTY'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on COUNTY'S system(s).

CONTRACTOR will repair or replace serviceable components and parts found on the List of Covered Equipment 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 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.

1.4 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 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, COUNTY will be liable for charges prevailing for such service.

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

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

1.5 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 pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell Service Portal – CONTRACTOR 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.

1.7 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 workmanships or materials, except to the extent the failure results from the COUNTY'S negligence, or from fire, lighting, 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.

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed \$357,920.00 for the term of the agreement and the performance of all things necessary for and incidental to the performance of work as set forth in the Scope of Work.

Note: \$200,000 is reserved for on-call emergency service. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

For the term of the agreement- the annual fee for preventive maintenance is \$52,640.00. The CONTRACTOR shall bill the COUNTY \$13,160.00 per quarter. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal and other incidentals. (Total cost of preventive maintenance for the term of the agreement will be \$157,920)

Spot Rate Pricing-

Contract Mechanical- \$163.25 per hour Standard (Standard working hours 7am-4pm, Mon-Fri), \$244.88 Overtime (Overtime is anything beyond the standard 8 hour day)

Contract Automation- \$192.50 per hour (Standard working hours 7am-4pm, Mon-Fri), Standard, \$288.75 Overtime (Overtime is anything beyond the standard 8 hour day)

Contract Engineering-\$198.50 per hour Standard (Standard working hours 7am-4pm, Mon-Fri), \$297.75 Overtime (Overtime is anything beyond the standard 8 hour day)

The following are Honeywell Holidays, and any work done on these days would be considered OT:

Honeywell Holiday Schedule For Calendar Year 2013

Day	Date	Holiday
Tuesday	January 1	New Year's Day
Monday	May 27	Memorial Day
Thursday	July 4	Independence Day
Monday	September 2	Labor Day
Thursday	November 28	Thanksgiving Day
Friday	November 29	Day After Thanksgiving
Tuesday	December 24	Christmas Eve
Wednesday	December 25	Christmas Day

NOTE: All fees and costs stated herein shall include all applicable tax.

Prior to departing on any travel, the traveler will seek approval for the trip in writing. The request for approval should include: The destination for the trip, the duration, the purpose (including a list of activities or a specific agenda), as well as the approximate expected cost. Arrangements for travel should not be made until written approval has been received. Depending on the purpose of the trip, the approver may request a summary report from the traveler, after he/she has returned. This summary report should include accomplishments and findings that can potentially be shared with others. If COUNTY approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a itemized receipt of authorized expenses, identifying what was expended and when.

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

B.2 CONTRACTOR'S 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 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.