



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

To: Finance and Operations Committee
From: Joseph Barbarotta, Executive Director of Facilities
Re: F&O Agenda Item: Request for Approval - EBI Preventive Maintenance Program
Meeting Date: September 6, 2021
Cc: Luz Perez

Executive Summary:

Approval is requested for an Agreement by and between the New Haven Board of Education and Honeywell Building Solutions, Inc., 712 Brook Street Suite 106, Rocky Hill, CT for the EBI Preventative Maintenance Program for the NHPS for FY 2021-2022.

Amount of Agreement and Daily, Hourly, or Per Session Cost: In an amount not to exceed \$190,760.31

Funding Source: Capital Projects 3C22-2262-58101

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
This agreement provides preventive maintenance/inspection tasks for (24) New Haven School's Enterprise Building Integrator (EBI) front end system. The EBI is the proprietary Honeywell Software that is used to control the HVAC systems. The use of the EBI software allows facilities to provide the best possible energy efficient learning and working environments for students, staff and the general public.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
Facilities tracks the use and cost of energy on a monthly basis. The data shows that although the cost of utilities continue to rise and additional square footage is added to the portfolio the actual usage has consistently been reduced as a result of the management of the EBI system. Electrical usage was reduced by 195,832 kWh and the cost was reduced by \$437,942 from last fiscal year and natural gas usage remained flat although square footage has increased. It is imperative to provide inspections and maintenance of this system as it vital in order to meet indoor air quality unfunded state mandates the mandate requires bringing in outside air to prevent mold and mildew issues that can cause asthmatic issues
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
The sole source software is proprietary and the agreement is a yearly contract and therefore does not have renewal options. The contract also has a service hourly rate of \$191.17 not to exceed \$10,000.00 budget for emergency repair. The Facilities Department has actively sought alternative systems as a result we have switched some of our smaller systems over to Tridium a non-proprietary Honeywell System. This allows us to purchase replacement parts utilizing competitive pricing. This agreement reflects an increase of 3% or a total of \$4,848.53 over last year.

Draft of agreement is attached and it will be finalized upon approval.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: June 9, 2021

Proposal Number: 401011882021

Agreement Number: 40101188

(HONEYWELL)
Honeywell Building Solutions
12 Clintonville Road
Northford, CT 06472

(CUSTOMER)
City of New Haven Board of Education
654 Ferry Street
New Haven, CT 06510

Service Location Name: New Haven BoE Facilities & Schools
Service Location Address: Multiple: New Haven, CT

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), 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"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <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"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input checked="" type="checkbox"/> EBI Services | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Other/Special Provisions _____ |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |
| <input type="checkbox"/> Attune™ Advisory Services - Operations | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization |
| <input type="checkbox"/> Attune™ Advisory Services – Energy Awareness | <input type="checkbox"/> Attune™ Advisory Services – Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation | <input type="checkbox"/> Outcome Based Service—Dynamic Automation |
| <input type="checkbox"/> Outcome Based Service—Vision | |

Contract Term: One (1) years from the Effective Date. Customer _____ Honeywell mtp
(INITIALS)

Contract Effective Date: July 1, 2021

Price for Year 1: \$190,760.31

Payment Terms: Monthly

- Sales Tax will be invoiced separately Use Tax is included in the Price This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Mike Pistone
Name: Michele Pistone
Title: Service Manager
Date: June 9, 2021

This proposal is valid for 30 days.

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

Accepted by:
HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit

City of New Haven Board of Education

Signature: By: Mike Pistone
Name: Michele Pistone
Title: Service Manager
Date: June 9, 2021

Signature: By: _____
Name: _____
Title: _____
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 event 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.

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.

Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell International Inc. – Services Agreement No. 40101188

EBI SERVICES for one (1) addition school.

- I. SCOPE OF WORK**
- II. HONEYWELL ONLINE SUPPORT SERVICES**
- III. SERVICE PORTAL AND FAST TOOL**
- IV. CHANGE CONTROL**
- V. LIST OF COVERED SCHOOLS and HOUR BREAKOUT**

I.
SCOPE OF WORK:

Honeywell will provide the following preventive maintenance/inspection tasks for New Haven School’s Enterprise Building Integrator (EBI) front-end system.

EBI Task	Frequency
Review online automation system operation and event history logs and provide summary status to New Haven Schools (Identify systemic or commonly recurring events)	Monthly
Check with customer primary contact and logbook to verify that all software programs are operating correctly	Monthly
Make a data file backup as required	Monthly
Identify issues and prioritize maintenance requests as required	As Needed
Utilize CARE software for all software changes	As Needed
Perform operational check on all electronics	Quarterly
Check for misaligned parts and loose connections	Quarterly
Clean device as required	Quarterly
Check LED’s for system errors	Quarterly
Use OPT terminal to check for system alarms	Quarterly
Verify controller operation	Quarterly
Perform full OS System backup **	Semi-Annual
Perform SQL 2000 CMS database backup **	Semi-Annual
Perform event archive backup	Semi-Annual
Perform ACSII data backup	Semi-Annual
Perform Quick builder file backup	Semi-Annual
Store all backups in 2 separate locations	Semi-Annual
Update Antivirus signatures and scan devices **	Semi-Annual
Run disk defragmenter utilities	Semi-Annual
EBI Task	Frequency
Apply available supported updates to the OS	Semi-Annual
Apply available supported updates to the EBI OS	Semi-Annual
Check and clean keyboard, mouse, monitor, etc.	Semi-Annual
Check for PC errors or Windows errors on boot up	Semi-Annual
Check for software operations and performance, responsiveness of system, speed of software	Semi-Annual
Check for transmission errors	Semi-Annual
Verify automatic alarm annunciation	Semi-Annual
Perform memory diagnostic	Semi-Annual
Conduct start/stop program test	Semi-Annual
Test all command and demand functions	Semi-Annual
Conduct analog alarm limit test	Semi-Annual
Execute all printer logs simultaneously and check printout	Semi-Annual

Interrupt log with alarms and check printout	Semi-Annual
Check trend log timing for several trend intervals	Semi-Annual
Cause an analog high alarm and compare printout to alarm limit	Semi-Annual
Cause an analog low alarm and compare printout to alarm limit	Semi-Annual
Check printout for an analog return to normal	Semi-Annual
Exercise program start command, program stop command and auto command	Semi-Annual
Check holiday mode operation	Semi-Annual
Check power failure emergency start-up commands	Semi-Annual
Verify memory buffers	Semi-Annual
Establish dedicated, site-specific emergency stock of spare parts to ensure uptime	Annually

**This scope of work will be coordinated with New Haven School's IT department

II.

HONEYWELL ONLINE SUPPORT SERVICES

- Software Update Service—Automated delivery of:
 1. EBI software updates (network)
 2. Qualified Microsoft Patches
 3. Security enhancements

- EBI Knowledge Center
 1. Technical bulletins
 2. White Papers
 3. Manuals
 4. Individual software updates

- EBI Software Upgrades
 1. New product releases (minor revisions)
- User Forum and discussion groups (Honeywell User Group)
- Technical Support through Technical Assistance Center (TAC) and tiered email/phone support services
- Hardware Refresh (upgrades of servers and workstations) optional and at an additional cost

III.

SERVICE PORTAL AND FAST TOOL

- Honeywell will maintain complete and detailed service maintenance records for each piece of equipment in a secure central database and be provided monthly.
- Will have the ability to provide status of any current work order at any time and make that status available via the internet
- Will have the ability to provide verification of completed work order or pm form within one day of completion of service or maintenance.
- Will have the ability to receive service requests via an internet web site or a centralized call center 24x7x365.
- Will have ability to digitally capture customer signature for authorization of work and work completed; that signature is digitally recorded for verification reasons but will not be used again for any other purpose
- Will provide work orders that are legible and contain sufficient information about work performed
- Will have certified quality processes (i.e., ISO 9002 certification) that ensures equipment serviced and work actions recorded in a uniform manner regardless of assigned technician; service requests and pm are tracked to completion in a timely manner; information and data is properly and securely controlled

IV.

CONTRACT PRICING

The Service contract for one (1) year is \$180,760.31, paid monthly in arrears.
The Resynchronization amount for one (1) year is \$10,000.00, Time & Material. New Haven Board of Education will only be charged for what is used.

CHANGE CONTROL

A deduct of \$6,891.58, will be applied to the total amount of the contract for each school removed from the below list in section V.

THE HONEYWELL SPOT rate for additional automation services not covered under the unit pricing of this Agreement and which is not part of the PM inspections:

- \$ 196.90 hourly rate for straight time
- \$ 295.35 hourly rate for overtime
- \$ 393.80 hourly rate for holidays

MATERIAL will be billed as follows: All Honeywell components will be supplied to New Haven Schools at 20% less than the published list price.

All *change control* will be coordinated with New Haven School’s Facility Management team and the environmental control system (DDC maintenance) contractor.

V.

List of schools covered under this agreement, as of July 01, 2019:

#	BUILDING NAME	BUILDING ADDRESS
1	BARNARD MAGNET SCHOOL	170 DERBY AVE
2	BISHOP WOODS	1481 QUINNIPIAC AVE
3	CELENTANO MUSEUM ACADEMY	400 CANNER ST
4	CENTRAL UTILITY PLANT	170 DEWITT ST
5	CLINTON AVE SCHOOL	293 CLINTON AVE
6	COLUMBUS, CHRISTOPHER	255 BLATCHLEY ST
7	DAVIS SCHOOL	35 DAVIS ST
8	FAIR HAVEN MIDDLE SCHOOL	164 GRAND AVE
9	HOOKER SCHOOL	180 CANNER ST
10	JEPSON SCHOOL	15 LEXINGTON AVE
11	JOHN DANIELS SCHOOL	569 CONGRESS ST
12	JOHN MARTINEZ SCHOOL	100 JAMES ST
13	KING/ROBINSON MAGNET SCHOOL	150 FOURNIER ST
14	METRO BUSINESS	119 WATER ST
15	NATHAN HALE SCHOOL	480 TOWNSEND AVE
16	NHPS MAINTENANCE HQ R310 SERVER	654 FERRY STREET
17	NHPS MAINTENANCE HQ R410 SERVER	654 FERRY STREET
18	ROSS/WOODWARD SCHOOL	185 BARNES AVE
19	SHERIDAN MAURO	191 FOUNTAIN ST
20	TROUP MAGNET ACADEMY OF SCIENCE	259 EDGEWOOD AVE
21	TRUMAN SCHOOL	114 TRUMAN ST
22	WORTHINGTON HOOKER SCHOOL	691 WHITNEY AVE