



Contract #: 02-73



# ACCO CARE Preventive Maintenance Agreement for County of Fresno - Boilers, Chillers, & Cooling Towers

acco

HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

# ACCOCARE

## HVAC PREVENTIVE MAINTENANCE AGREEMENT FOR The County of Fresno – Boilers, Chillers, & Cooling Towers

### ACCOCare

Under the ACCOCare Preventive Maintenance Agreement, our technician(s) will visit your facility to perform scheduled maintenance inspections and services on the listed equipment as per the scope and service frequencies described herein.

### SCOPE OF WORK

ACCO Engineered Systems, Inc. ("ACCO") shall provide all services to equipment as detailed in Exhibit A to this Agreement, titled "Scope of Services and Compensation."

## SCOPE

### ACCO AGREES

1. To perform services as detailed in Exhibit A.
2. To furnish the County of Fresno ("Customer") with a report of any irregularities revealed as a result of the inspection and adjustments.  
Corrective measures or repairs that are required will be recommended to Customer.
3. To obtain Customer approval before billable repair work is performed.
4. To service only the equipment listed.
5. To report to the person or office designated in writing by Customer. Customer to inform ACCO of changes in personnel.

### EXCLUDED FROM THIS AGREEMENT

1. Service, repair, adjust, clean, or replace parts of any of the following unless specifically included in the Scope: Air balancing; boiler tubes, duct work; cabinet interiors and exteriors; drains which are not a part of the equipment covered by this plan; heating, cooling and condenser coils; electrical wiring and components before and after equipment disconnect; surfaces exposed to air and water as part of the system performance (such as sump pans, evaporative condenser tube bundles, tower and evaporative condenser distributors, panels, fans, shafts, etc.); recording instruments, gauges, and thermometers and building automation/direct digital control systems.
2. All work will be performed on normal working hours unless specifically defined on overtime working hours here.
3. Testing, monitoring, reporting, consulting or making remedies relating to indoor air quality (IAQ).
4. Testing, inspecting, calibrating or adjusting of any building automation/energy management, pneumatic or electronic controls systems or components unless specifically included elsewhere in this agreement.
5. Inspection or functional testing of fire/life safety systems or components.
6. Cleaning of air registers, grilles, ducts, and fans.



7. The cost of repair parts, replacement parts, emergency calls and refrigerant.
8. Visual or physical inspection of building structural components or systems.
9. Labor costs other than that required under the ACCOCare™ agreement.

## ADDITIONAL CONDITIONS

**Modification of Services:** The Customer's Director of Internal Services/Chief Information Officer ("Director") or his or her designee, reserve the right at any time during the term of this agreement to add and remove equipment listed in Exhibit A. The Director also reserves the right to modify services at any time during the Agreement term. ACCO understands that any additions and removals or equipment or services will affect the compensation paid.

**Security:** Security is of great concern to the Customer. Failure to comply with the security requirements listed below will be considered a breach of contract, and may result in termination of this Agreement and any job order for default. ACCO's personnel shall cooperate with all Customer security personnel at all times, and shall be subject to and conform to Customer security rules and regulations, including, but not limited to Customer security rules and procedures, as detailed in Exhibits D through G. Any violations or disregard of these rules may be cause for denial of access to Customer property. The background checks required, and policies listed below, may change throughout the life of this Agreement. It is the ACCO's responsibility to request updates from the Customer. All of the ACCO's employees, agents, and subcontractors must read the policies listed below. Please see the following Exhibits:

- Exhibit D – Probation Juvenile Detention Facilities – No Hostage Policy
- Exhibit E – Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy
- Exhibit F – The Prison Rape Elimination Act
- Exhibit G – Background Investigations & Identification (ID) Badges

(A) Security provisions will be strictly enforced. All parties who are required to perform their individual services at the site shall be limited to the area required to complete the work. Such access shall be obtained by notification to the Facility Services Manager or his designee, of the time and place, prior to commencing the work.

(B) All keys used during construction shall be numbered. Each key issued shall be recorded, and its prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited. These keys shall be returned to the Customer's representative at the end of each working day, when required.

(C) Some of the Projects to be done under this Agreement may be in secured facilities such as jails. Prior to commencement of work, ACCO, including all subcontractor and contractors, shall obtain security clearances for all employees that will be working or making deliveries to the sites.

(D) When work is performed in secured facilities, it is incumbent upon ACCO to alert all workmen of the necessity for extreme care in accounting for, and keeping all areas free of any and all types of hand tools, power tools, small parts, scrap material, and all other materials which might be concealed upon the person of an inmate/ward/patient, at all times when such tools and materials are not used for the task at hand.

(E) Each work area shall be kept clean and in order both during working hours and at the completion of the working day.

# TERMS AND CONDITIONS

## TERMS:

1. The ACCOCare™ service shall commence on 6/1/2024. Either party may terminate this agreement by giving the other party thirty (30) days prior written notice. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the Customer, upon at least 30 days' advance written notice to ACCO, may: (i) Modify the services provided by ACCO under this Agreement; or (ii) Terminate this Agreement.
2. Failure to make payment when due, or impairment of owner's credit, shall relieve ACCO of the obligation of further performance of this agreement.
3. This is a three (3) year agreement which may be extended for no more than two (2) one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director is authorized to sign the written approval on behalf of the Customer based on ACCO's satisfactory performance. The extension of this Agreement by the Customer is not a waiver or compromise of any default or breach of this Agreement by ACCO at the time of the extension whether or not known to the Customer.

## PRICING:

The Customer agrees to pay, and ACCO agrees to receive, compensation for the performance of their services under this Agreement as described in Exhibit A.

The maximum compensation payable to the ACCO under this Agreement is \$4,500,000 for the initial three-year term ("Initial Term") of this Agreement. In the event this Agreement is extended for its first optional one-year extension ("Year 4"), the total compensation payable to ACCO under this Agreement is \$6,125,000. In the event this Agreement is extended for its final one-year extension ("Year 5"), the total compensation payable to ACCO under this Agreement is \$7,725,000. In the event the total maximum compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term's established maximum compensation.

ACCO acknowledges that Customer is a local government entity, and does so with notice that the Customer's powers are limited by the California Constitution and by State law, and with notice that ACCO may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. ACCO further acknowledges that Customer employees have no authority to pay ACCO except as expressly provided in this Agreement.

## INVOICING:

ACCO shall submit monthly invoices referencing the provided agreement number to the County of Fresno, Facility Services, Attention: Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, [ISDFacilitiesAP@fresnocountyca.gov](mailto:ISDFacilitiesAP@fresnocountyca.gov). Each invoice shall reference this agreement



number, the FAMIS (the Customer's computerized maintenance management system) work order number, the Sourcewell contract number, the date of service, arrival and departure time, address of serviced building, specific area where work was performed, description of services provided, number of service hours and hourly rates for services provided, materials used and cost of materials, notice that warranty of any new material installed was provided, the printed name of the Customer representative who authorized the work, and the name of the vendor and vendor technician that provided the service. ACCO shall submit each invoice within 60 days after the month in which ACCO performs services and in any case within 60 days after the end of the term or termination of this Agreement.

## GENERAL CONDITIONS:

1. After first inspection, if any unusual circumstances (i.e. number or type of units, filter type/quantity, access problems, unforeseen obstacles, etc.) are uncovered that require contract pricing modifications, they will be brought to the attention of the Customer.
2. For the convenience of both Customer and ACCO Engineered Systems, Customer will permit ACCO Engineered Systems personnel the use of common building equipment, such as ladders, elevators, etc., together with free and timely access to necessary areas.
3. ACCO Engineered Systems will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
4. Both Customer and ACCO Engineered Systems agree that all work referred to in this agreement shall be performed during the regular working hours of 7:00 AM to 4:00 PM, Monday through Friday, excluding Holidays. Holidays include New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
5. The Customer agrees to make prompt payments. Should a payment become forty-five (45) days delinquent, this contract may become null and void at any time thereafter at the option of ACCO, and all moneys owed ACCO will become due upon demand.
6. To assure best performance the Customer should operate the system and all equipment properly and as per manufacturer's instructions. Expenses to ACCO caused by improper operation, negligence, misuse of the equipment, or by any cause beyond the control of ACCO, shall be paid by the Customer.
7. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified ACCO Engineered Systems personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by ACCO Engineered Systems) ACCO assumes no responsibility and has the option to terminate this agreement.
8. This agreement covers the complete understanding between ACCO and Customer, and shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party.
9. Any parts that are not available from normal sources in the judgment of ACCO, and which may impair proper operation, may be replaced by ACCO Engineered Systems and paid for by Customer.

10. Notwithstanding anything stated herein to the contrary, neither ACCO nor the Customer shall be responsible for performance of its obligations under this agreement, to the extent that, or while, such party's performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (whether declared or fire, flood, earthquake, elements of nature, acts of God, acts of war (whether declared or undeclared), terrorism (whether actual or threatened), riots, strikes, rebellion, revolutions, or acts, omissions, circumstances, or events beyond such party's reasonable control, regardless of whether foreseen or unforeseen, including acts, omissions, circumstances, or events caused by third parties including but not limited to a Party's contractors (individually or collectively, "Force Majeure"); provided, however, that Force Majeure will in no event include acts, omissions, circumstances, or events caused by a third party that is under contract with a party where and to the extent that the acts, omissions, circumstances, or events caused by the third party could have been avoided by commercially-reasonable, timely, and diligent management or administration of the third party's performance of its contractual rights, obligations, and duties under its contract by the party to such contract.

11. Any item of equipment or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO Engineered Systems.

12. ACCO Engineered Systems shall not be responsible for original system design, installation or its performance in maintaining design conditions except through failure of equipment covered herein.

13. Any equipment, material or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO.

14. To the extent of California Law, the Customer agrees to defend, indemnify and hold harmless ACCO and all of their affiliates from and against all liability, claims, & demands on account of injury to persons, including death resulting therefrom and damage to property arising out of the performance of this contract by ACCO, employees and agents of ACCO and / or ACCO's property, except from & against such claims & demands that may arise out of the active and passive negligence or willful misconduct of ACCO, and / or any of their affiliates based thereon, and shall pay all attorney's fees & all other expenses, & promptly discharge any judgments arising therefrom. The owner also agrees to defend, indemnify and hold harmless ACCO from any liability and claims for infringement or violation of any patent or patent pending right arising in connection with this contract or anything done thereunder.

15. ACCO agrees to defend, indemnify and hold harmless the Customer (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Customer or any third party that arise from or relate to the performance or failure to perform by ACCO (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Customer may conduct or participate in its own defense without affecting ACCO's obligation to indemnify and hold harmless or defend Customer.

16. Inspection of Documents. ACCO shall make available to the Customer, and the Customer may examine at any time during business hours and as often as the Customer deems necessary, all of ACCO's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. ACCO shall, upon request by the Customer, permit the Customer to audit and inspect all of such records and data to ensure ACCO's compliance with the terms of this Agreement.

17. State Audit Requirements. If the compensation to be paid by the Customer under this Agreement exceeds \$10,000, ACCO is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

18. Public Records. The Customer is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that ACCO may provide to the Customer. The Customer's public disclosure of this Agreement or any record or data that ACCO may provide to the Customer may include but is not limited to the following:

(A) The Customer may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The Customer may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that ACCO may provide to the Customer, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that ACCO may provide to the Customer, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that ACCO may provide to the Customer, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200) ("CPRA").

(E) This Agreement, and any record or data that ACCO may provide to the Customer, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that ACCO may provide to the Customer shall be disregarded and have no effect on the Customer's right or duty to disclose to the public or governmental agency any such record or data.

19. Public Records Act Requests. If the Customer receives a written or oral request under the CPRA to publicly disclose any record that is in ACCO's possession or control, and which the Customer has a right, under any provision of this Agreement or applicable law, to possess or control, then the Customer may demand, in writing, that ACCO deliver to the Customer, for purposes of public disclosure, the requested records that may be in the possession or control of ACCO. Within five business days after the Customer's demand, ACCO shall (a) deliver to the Customer all of the requested records that are in ACCO's possession or control, together with a written statement that ACCO, after conducting a diligent search, has produced all requested records that are in ACCO's possession or control, or (b) provide to the Customer a written statement that ACCO, after conducting a diligent search, does not possess or control any of the requested records. ACCO shall cooperate with the Customer with respect to any Customer demand for such records. If ACCO wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the Customer and assert the exemption by citation to specific legal authority within the written statement that it provides to the Customer under this section. ACCO's assertion of any exemption from disclosure is not binding on the Customer, but the Customer will give at least 10 days' advance written notice to ACCO before disclosing any record subject to ACCO's assertion of exemption from disclosure. ACCO shall indemnify the Customer for any court-ordered award of costs or attorney's fees under the CPRA that results from ACCO's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the Customer with respect to any Customer demand for any such records.

20. Insurance. ACCO shall comply with all insurance requirements in Exhibit B to this Agreement.

21. Duty to Disclose. If any member of ACCO's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the Customer before commencing the transaction or immediately after. A "self-dealing transaction" means a transaction to which ACCO is a party and in which one or more of its directors, as an individual, has a material financial interest.

22. Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

23. Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

24. Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. ACCO consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

25. Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

26. Entire Agreement. This Agreement, including its exhibits, is the entire agreement between ACCO and the Customer with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence to (1) the terms of this Agreement without its exhibits, (2) the terms of the Omnia cooperative agreement No. 29-19 located at <https://www.omniapartners.com/suppliers/acco-engineered-systems/public-sector/contract-documents#contract-1440>, and (3) the terms of the exhibits.

27. Authorized Signature. ACCO represents and warrants to the Customer that:

(A) ACCO is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of ACCO is duly authorized to do so and his or her signature on this Agreement legally binds ACCO to the terms of this Agreement.

28. Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes,

including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.



The parties are signing this Agreement on April 9, 2024.

ACCO Engineered Systems

Ronald Falasca

Ronald Falasca (Mar 7, 2024 08:46 PST)

Ronald Falasca ACCO Engineered Systems

888 Walnut Street  
Pasadena, CA 91101

COUNTY OF FRESNO

Nathan Magsig

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Hanan

Deputy

For accounting use only:

Org No.: 8935  
Account No.: 7220  
Fund No.: 1045  
Subclass No.: 10000



# EXHIBIT A – SCOPE OF SERVICES AND COMPENSATION

## Scope of Work

| CHILLERS                       |   | Schedule/Frequency |
|--------------------------------|---|--------------------|
| <b>Water Cool Screw</b>        |   |                    |
| Eddy Current Testing Condenser | <ul style="list-style-type: none"> <li>Perform eddy current test</li> </ul>   | ANNUAL – March     |
| Tube Brushing                  | <ul style="list-style-type: none"> <li>Utilize Goodway machine</li> </ul>   | ANNUAL – March     |
| Strainer Clean                 | <ul style="list-style-type: none"> <li>Clean strainer</li> <li>Dispose of debris</li> </ul>   | ANNUAL – March     |
| Routine                        | <ul style="list-style-type: none"> <li>Report to customer upon arrival</li> <li>Check general machine condition</li> <li>Check control, power and piping</li> <li>Check safety and operating controls</li> <li>Check refrigerant charge</li> <li>Check starter wiring</li> <li>Check gauges and indicator lights</li> <li>Check water flow</li> <li>Log Chilled water in temperature</li> <li>Log Chilled water out temperature</li> <li>Log Chilled water flow delta P</li> <li>Log cooler refrigerant temp</li> <li>Log cooler refrigerant pressure</li> <li>Log Cond water in temperature</li> <li>Log Cond water out temperature</li> <li>Log Cond flow delta P</li> <li>Log Cond refrigerant temp</li> <li>Log Cond refrigerant pressure</li> <li>Log Discharge superheat</li> <li>Log Cond sub cooler temperature</li> <li>Log oil level</li> <li>Log oil supply pressure</li> <li>Log oil sump temperature</li> <li>Check cooler and Cond approaches</li> <li>Make equipment adjustments as required</li> <li>Clean up work station</li> <li>Report to Customer and advise on condition of equipment</li> </ul>  | QUARTERLY – March  |
| Annual                         | <ul style="list-style-type: none"> <li>Record voltages</li> <li>Meg and record motor winding resistance</li> <li>Lubricate open drive motor (If Applicable)</li> <li>Check alignment on open drive units (If Applicable)</li> <li>Check motor coupling (If Applicable)</li> <li>Check shaft seal (If Applicable)</li> <li>Perform spectrographic oil analysis</li> <li>Check oil heater amperage</li> <li>Check oil cooler system</li> <li>Clean starter cabinet</li> <li>Inspect all contacts</li> <li>Check all terminals and tighten connections</li> <li>Inspect coolant pump operation (If Applicable)</li> <li>Replace VSD/SSS coolant (If approved and or applicable)</li> <li>Clean control panel</li> <li>Check flow switches operation</li> <li>Check all safety shutdown operation</li> <li>Check display data for accuracy and set point</li> <li>Check all terminals and tighten connections</li> <li>Run diagnostic check of micro control panel</li> <li>Leak check entire chiller</li> <li>Visually inspect sacrificial anode (if applicable)</li> <li>Perform EPA/AQMD Audit</li> <li>Provide an electronic report of completed work, operating log</li> </ul> | ANNUAL – March     |
| Trane Screw Specific Tasks     | <ul style="list-style-type: none"> <li>Run Service Report via Trane Kestrel View/ TechView</li> <li>Compressor Starter / AFD Inspection</li> <li>Rotary Oil Filter Change</li> </ul>  | ANNUAL – March     |

| CHILLERS  |   | Schedule/Frequency |
|---|---|--------------------|
| <b>Water Cool Scroll</b>                                      |   |                    |
| Eddy Current Testing, Condenser                               | <ul style="list-style-type: none"> <li>Perform eddy current test</li> </ul>   | ANNUAL – March     |
| Tube Brushing, Condenser                                      | <ul style="list-style-type: none"> <li>Utilize Goodway machine</li> </ul>   | ANNUAL – March     |
| Strainer Clean  | <ul style="list-style-type: none"> <li>Clean strainer</li> <li>Dispose of debris</li> </ul>   | ANNUAL – March     |
| Routine   | <ul style="list-style-type: none"> <li>Report to customer upon arrival</li> <li>Check general machine condition</li> <li>Check control, power and piping</li> <li>Check safety and operating controls</li> <li>Check refrigerant charge</li> <li>Check starter wiring</li> <li>Check gauges and indicator lights</li> <li>Check water flow</li> <li>Log Chilled water in temperature</li> <li>Log Chilled water out temperature</li> <li>Log Chilled water flow delta P</li> <li>Log cooler refrigerant temp</li> <li>Log cooler refrigerant pressure</li> <li>Log Cond water in temperature</li> <li>Log Cond water out temperature</li> <li>Log Cond flow delta P</li> <li>Log Cond refrigerant temp</li> <li>Log Cond refrigerant pressure</li> <li>Log Discharge superheat</li> <li>Log Cond sub cooler temperature</li> <li>Log oil level (if possible)</li> <li>Check cooler approach</li> <li>Make equipment adjustments as required</li> <li>Clean up work station</li> </ul> |                    |
| Report to Customer and advise on condition of equipment       |   | QUARTERLY – March  |
| Annual  | <ul style="list-style-type: none"> <li>Record voltages</li> <li>Meg and record motor winding resistance</li> <li>Check oil heater amperage</li> <li>Clean starter cabinet</li> <li>Inspect all contacts</li> <li>Check all terminals and tighten connections</li> <li>Clean control panel</li> <li>Check flow switches operation</li> <li>Check all safety shutdown operation</li> <li>Check display data for accuracy and set point</li> <li>Check all terminals and tighten connections</li> <li>Run diagnostic check of micro control panel</li> <li>Leak check entire chiller</li> <li>Visually inspect sacrificial anode (if applicable)</li> <li>Perform EPA/AQMD Audit</li> </ul>  |                    |
| Provide an electronic report of completed work, operating log |   | ANNUAL – March     |

| CHILLERS               |  | Schedule/Frequency |
|------------------------|--|--------------------|
| <b>Air Cool Scroll</b> |  |                    |
|                        | Coil Clean, Condenser <ul style="list-style-type: none"> <li>Clean condenser coils</li> </ul> Clean up area  | ANNUAL – March     |
|                        | Oil Analysis <ul style="list-style-type: none"> <li>Obtain oil sample</li> <li>Submit/perform analysis as appropriate</li> <li>Submit report</li> </ul>  | ANNUAL – March     |
|                        | Routine <ul style="list-style-type: none"> <li>Report to customer upon arrival</li> <li>Check general machine condition</li> <li>Check control, power and piping</li> <li>Check safety and operating controls</li> <li>Check refrigerant charge</li> <li>Check starter wiring</li> <li>Check gauges and indicator lights</li> <li>Check water flow</li> <li>Log Chilled water in temperature</li> <li>Log Chilled water out temperature</li> <li>Log Chilled water flow delta P</li> <li>Log cooler refrigerant temp</li> <li>Log cooler refrigerant pressure</li> <li>Inspect condition of condenser coils</li> <li>Check operation of Condenser fans</li> <li>Log Cond refrigerant temp</li> <li>Log Cond refrigerant pressure</li> <li>Log Cond sub cooler temperature</li> <li>Check cooler approaches</li> <li>Log oil level (if possible)</li> <li>Make equipment adjustments as required</li> <li>Clean up work station</li> <li>Report to Customer and advise on condition of equipment</li> </ul> | QUARTERLY – MARCH  |
|                        | Annual <ul style="list-style-type: none"> <li>Record voltages</li> <li>Check oil heater amperage</li> <li>Clean starter cabinet</li> <li>Inspect all contacts</li> <li>Check all terminals and tighten connections</li> <li>Clean control panel</li> <li>Check flow switches operation</li> <li>Check all safety shutdown operation</li> <li>Check display data for accuracy and set point</li> <li>Check all terminals and tighten connections</li> <li>Run diagnostic check of micro control panel</li> <li>Leak check entire chiller</li> <li>Provide a electronic report of completed work, operating log</li> </ul>   | ANNUAL – MARCH     |

| CHILLERS                         |   | Schedule/Frequency |
|----------------------------------|---|--------------------|
| <b>Centrifugal, Low Pressure</b> |   |                    |
|                                  | Eddy Current Testing, Condenser <ul style="list-style-type: none"> <li>Perform eddy current test</li> </ul> | ANNUAL – March     |
|                                  | Tube Brushing, Condenser <ul style="list-style-type: none"> <li>Utilize Goodway machine</li> </ul>          | ANNUAL – March     |
|                                  | Strainer Clean <ul style="list-style-type: none"> <li>Clean strainer</li> <li>Dispose of debris</li> </ul>  | ANNUAL – March     |

| CHILLERS  |  | Schedule/Frequency |
|---|--|--------------------|
| <b>Centrifugal, Low Pressure (Continued...)</b>   |  |                    |
| Routine <ul style="list-style-type: none"> <li>• Report to customer upon arrival</li> <li>• Check general machine condition</li> <li>• Check control, power and piping</li> <li>• Check safety and operating controls</li> <li>• Check refrigerant charge</li> <li>• Check starter wiring</li> <li>• Check gauges and indicator lights</li> <li>• Check water flow</li> <li>• Log Chilled water in temperature</li> <li>• Log Chilled water out temperature</li> <li>• Log Chilled water flow delta P</li> <li>• Log cooler refrigerant temp</li> <li>• Log cooler refrigerant pressure</li> <li>• Log Cond water in temperature</li> <li>• Log Cond water out temperature</li> <li>• Log Cond flow delta P</li> <li>• Log Cond refrigerant temp</li> <li>• Log Cond refrigerant pressure</li> <li>• Log Discharge superheat</li> <li>• Log Cond sub cooler temperature</li> <li>• Log oil level</li> <li>• Log oil supply pressure</li> <li>• Log oil sump temperature</li> <li>• Check cooler and Cond approaches</li> <li>• Check purge operation</li> <li>• Inspect and clean condenser coil</li> <li>• Record purge hrs/min</li> <li>• Make equipment adjustments as required</li> <li>• Clean up work station</li> <li>• Report to Customer and advise on condition of equipment</li> </ul>   |  | QUARTERLY – March  |
| Annual <ul style="list-style-type: none"> <li>• Record voltages</li> <li>• Meg and record motor winding resistance</li> <li>• Lubricate open drive motor</li> <li>• Check alignment on open drive units (If Applicable)</li> <li>• Check motor coupling (If Applicable)</li> <li>• Check shaft seal (If Applicable)</li> <li>• Check inlet vane operator and linkage; lubricate as required</li> <li>• Perform spectrographic oil analysis</li> <li>• Check oil pump</li> <li>• Check oil heater amperage</li> <li>• Check oil cooler system</li> <li>• Clean starter cabinet</li> <li>• Inspect all contacts</li> <li>• Check all terminals and tighten connections</li> <li>• Inspect coolant pump operation (If Applicable)</li> <li>• Replace VSD/SSS coolant (If applicable)</li> <li>• Check purge operation</li> <li>• Inspect and clean purge condenser coil</li> <li>• Record purge hrs/min.</li> <li>• Clean control panel</li> <li>• Check flow switches operation</li> <li>• Check all safety shutdown operation</li> <li>• Check display data for accuracy and set point</li> <li>• Check all terminals and tighten connections</li> <li>• Run diagnostic check of micro control panel</li> <li>• Leak check entire chiller</li> <li>• Perform EPA/AQMD Audit</li> <li>• Provide a electronic report of completed work, operating log</li> </ul> |  | ANNUAL – March     |
| Trane Centrifugal Specific Tasks <ul style="list-style-type: none"> <li>• Centrifugal Compressor Starter / AFD Inspection</li> <li>• Replace Trane purge filter</li> <li>• Replace Oil Filter</li> <li>• Lubricate vane control linkage bearings, ball joints, &amp; pivot joints as needed</li> <li>• Lubricate vane operator o-rings as needed</li> <li>• Lubricate the oil filter shutoff valve as needed</li> <li>• Run Service Report using Trane TechView/KestrelView</li> </ul>  |  | ANNUAL – March     |

| CHILLERS |   | Schedule/Frequency |
|----------|---|--------------------|
|          | <b>Water Cool Magnetic</b>  |                    |
|          | Eddy Current Testing, Condenser <ul style="list-style-type: none"> <li>Perform eddy current test</li> </ul>   | ANNUAL – March     |
|          | Tube Brushing, Condenser <ul style="list-style-type: none"> <li>Utilize Goodway machine</li> </ul>  | ANNUAL – March     |
|          | Strainer Clean <ul style="list-style-type: none"> <li>Clean strainer</li> <li>Dispose of debris</li> </ul>  | ANNUAL – March     |
|          | Routine <ul style="list-style-type: none"> <li>Report to customer upon arrival</li> <li>Check general machine condition</li> <li>Check control, power and piping</li> <li>Check safety and operating controls</li> <li>Check refrigerant charge</li> <li>Check starter wiring</li> <li>Check gauges and indicator lights</li> <li>Check water flow</li> <li>Log Chilled water in temperature</li> <li>Log Chilled water out temperature</li> <li>Log Chilled water flow delta P</li> <li>Log cooler refrigerant temp</li> <li>Log cooler refrigerant pressure</li> <li>Log Cond water in temperature</li> <li>Log Cond water out temperature</li> <li>Log Cond flow delta P</li> <li>Log Cond refrigerant temp</li> <li>Log Cond refrigerant pressure</li> <li>Log Cond sub cooler temperature</li> <li>Check cooler and Cond approaches</li> <li>Make equipment adjustments as required</li> <li>Clean up work station</li> <li>Report to Customer and advise on condition of equipment</li> </ul> | QUARTERLY – March  |
|          | Annual <ul style="list-style-type: none"> <li>Record voltages</li> <li>Meg and record motor winding resistance</li> <li>Check all terminals and tighten connections</li> <li>Inspect electrical connections for corrosion</li> <li>Check bearing calibration on each compressor using Turbocor software</li> <li>Clean control panel</li> <li>Check flow switches operation</li> <li>Check all safety shutdown operation</li> <li>Check display data for accuracy and set point</li> <li>Check all terminals and tighten connections</li> <li>Run diagnostic check of micro control panel</li> <li>Leak check entire chiller</li> <li>Visually inspect sacrificial anode (if applicable)</li> <li>Perform EPA/AQMD Audit</li> <li>Provide a electronic report of completed work, operating log</li> </ul>   | ANNUAL – March     |
|          | Refrigerant Analysis <ul style="list-style-type: none"> <li>Obtain refrigerant sample</li> <li>Submit / perform analysis as appropriate</li> </ul>  | ANNUAL – March     |

| COMPONENTS |   | Schedule/Frequency |
|------------|---|--------------------|
|            | <b>Boiler Feed Water</b>  |                    |
|            | Routine <ul style="list-style-type: none"> <li>Check for excessive noise and vibration</li> <li>Visually inspect motor casing and base for abnormalities</li> <li>Visually inspect electrical connections</li> <li>Lubricate motor and pump bearings (as required)</li> <li>Check temperatures and operating pressure</li> <li>Check pump bearings for unusual operating temperatures</li> <li>Check pump seal for excessive leakage</li> </ul> | ANNUAL – September |

| BOILERS                |   | Schedule/Frequency |
|------------------------|---|--------------------|
| <b>Boiler - Steam</b>  |   |                    |
| Routine                | <ul style="list-style-type: none"> <li>Check burner flame</li> <li>Inspect flue gas passage ways</li> <li>Check vent system for leaks, loose fittings and corrosion</li> <li>Inspect gauges and thermometers</li> <li>Verify proper pressures and temperatures</li> <li>Visually inspect electrical connections</li> <li>Check boiler safeties and verify operation and settings</li> <li>Inspect condensate system</li> <li>Inspect blow down valve</li> <li>Ensure all access panels are properly secured and all screws are re-installed</li> </ul>  | ANNUAL – December  |
| Annual                 | <ul style="list-style-type: none"> <li>Wash, brush and flush out boiler tubes, check for damage and corrosion</li> <li>Inspect burners and clean as necessary</li> <li>Inspect the firebox and refractory and give recommendations</li> <li>Check and calibrate all Safety and operating controls</li> <li>Clean control "Steam Tree" piping</li> <li>Open and inspect low water controls</li> <li>Check FlameSafeguard controls</li> <li>Check and adjust manifold gas pressure if necessary.</li> <li>Conduct a Flue Gas Analysis</li> <li>Start up and monitor until boiler reaches temperature</li> </ul>   | ANNUAL – September |
| Boiler Safety Devices  | <ul style="list-style-type: none"> <li>Test Boilers &amp; Safety Devices Per CSD-1</li> <li>Fill out CSD-1 Report and submit to Customer and PM</li> </ul>  | ANNUAL – September |
| Flue Gas Analysis      | <ul style="list-style-type: none"> <li>Run flue gas analysis test to verify proper fuel/air mixture</li> </ul>  | MONTHLY            |
| <b>Boiler - Boiler</b> |   |                    |
| Routine                | <ul style="list-style-type: none"> <li>Check burner flame</li> <li>Inspect recirculating pump (if applicable).</li> <li>Inspect flue gas passage ways.</li> <li>Inspect gauges and thermometers.</li> <li>Visually inspect firewall (as applicable).</li> <li>Verify proper pressures and temperatures.</li> <li>Verify operation of combustion fans.</li> <li>Verify proper setpoints.</li> <li>Visually inspect electrical connections.</li> <li>Check boiler safeties and verify operation and settings.</li> <li>Ensure all access panels are properly secured and all screws are re-installed.</li> </ul>  |                    |
| Annual                 | <ul style="list-style-type: none"> <li>Lock out/tag out</li> <li>Check and tighten electrical connections.</li> <li>Check safeties.</li> <li>Check contactor(s) / relay(s).</li> <li>Check flame safeguard.</li> <li>Visually inspect combustion chamber, draft diverter and flue for soot accumulation.</li> <li>Check operating controls.</li> <li>Lift relief valve to ensure proper operation.</li> <li>Inspect expansion tank for proper air cushion.</li> <li>Inspect / adjust PRV as needed.</li> <li>Perform combustion analyzer routine. Attach report to work order.</li> <li>Replace hot surface igniter as per manufacturer's specification. (if applicable)</li> <li>Replace flame sensor as per manufacturer's specification. (if applicable)</li> <li>Inspect and clean burners (as applicable).</li> <li>Replace condensate neutralizer on condensing boiler.</li> <li>Run flue gas analysis test to verify proper fuel/air mixture.</li> </ul> |                    |
| Boiler Safety Devices  | <ul style="list-style-type: none"> <li>Test Boilers &amp; Safety Devices Per CSD-1</li> <li>Fill out CSD-1 Report and submit to Customer and PM</li> </ul>  | ANNUAL – September |
| Flue Gas Analysis      | <ul style="list-style-type: none"> <li>Run flue gas analysis test to verify proper fuel/air mixture</li> </ul>  | MONTHLY            |



| COOLING TOWERS/WATER  |  | Schedule/Frequency |
|---|--|--------------------|
| <b>Open</b>   |  |                    |
| Routine <ul style="list-style-type: none"> <li>Inspect unit condition and check for excessive noise and vibration</li> <li>Inspect cold water basin spray nozzles</li> <li>Check air inlet louvers and combined inlet shields</li> <li>Check and adjust water basin level (as needed)</li> <li>Check operation of make-up valve (adjust as needed)</li> <li>Check belt condition (if applicable)</li> <li>Adjust belt tension as required (if applicable)</li> <li>Lubricate fan shaft bearings (as needed)</li> <li>Check power and control voltage</li> <li>Inspect alternate drive systems (non-belt, if applicable)</li> <li>Inspect fan assembly and ensure free rotation</li> <li>Inspect fan shafts for excessive rust and corrosion</li> <li>Check operating temperatures</li> <li>Check gear oil level (if applicable)</li> <li>Ensure all access panels are properly secured and all screws are re-installed</li> </ul> |  | ANNUAL – June      |
| Annual <ul style="list-style-type: none"> <li>Lock out / tag out</li> <li>Check and tighten electrical connections</li> <li>Drain sump and basin</li> <li>Check make up water valve</li> <li>Check temperature controller</li> <li>Clean strainer</li> <li>Check and clean spray nozzles as required</li> <li>Check condition of eliminators</li> <li>Check starter / VFD</li> </ul>  |  | ANNUAL – February  |
| Belt Replacement <ul style="list-style-type: none"> <li>Replace belts, adjust as appropriate</li> <li>Dispose of used belt</li> </ul>   |  | ANNUAL – February  |

| SYSTEM  |  | Schedule/Frequency |
|---|--|--------------------|
| Open Loop Auto Feed <ul style="list-style-type: none"> <li>Perform standard tests on makeup water and loop water</li> <li>Hardness, Alk, Chlorides, pH, Conductivity, MO, Organo</li> <li>Record test results and calculate results as cycles of concentration</li> <li>Maintain a minimum set point of 3 cycles of concentration (to save water)</li> <li>Clean conductivity probe and float on conductivity controller</li> <li>Calibrate conductivity controller to readings found during tests</li> <li>Adjust chemical feed pumps to maintain proper chemical levels.</li> <li>Dose biocides if needed</li> <li>Test controller to insure it is actuating chemical pumps and bleed solenoid</li> <li>Check drain if visible to insure bleed valve is not leaking and tower is not overflowing</li> <li>Fill chemical drums with proper products</li> <li>Clean chemical drums as needed</li> <li>Contact account personnel with problems that could not be corrected and need further attention</li> </ul> |  | MONTHLY            |
| Close Loop System <ul style="list-style-type: none"> <li>Perform standard tests on all closed loops</li> <li>pH, Iron, Conductivity, Nitrite (800-1200) or Mo (35-50)</li> <li>Record test results and note changes</li> <li>Compare current test to past test to identify loss of water and/or chemicals</li> <li>Add treatment to maintain system to proper levels with pot feeders</li> <li>If excessive loss of chemical and conductivity are found, contact account personnel</li> </ul>   |  | MONTHLY            |

## Site Specific Schedules and Annual Pricing

| UMC Boiler/Chiller Plant – Bldg 309-310 |   |            |              |
|---|---|------------|--------------|
| CHILLERS                                |   |            |              |
|   | Water Cool Screw – Eddy Current Testing Condenser           |            |              |
|   | Water Cool Screw – Chiller, Water Cool Screw (Annual)       |            |              |
|   | Water Cool Screw – Tube Brushing, Condenser                 |            |              |
|   | Water Cool Screw – Trane Screw Specific Tasks               |            |              |
|   | Water Cool Screw – Chiller, Water Cool Screw (Routine)      |            |              |
|   | Water Cool Screw – Strainer Clean                           |            |              |
| BOILERS                                 |   |            |              |
|   | Steam – Boiler, Steam (Annual)                              |            |              |
|   | Steam – Boiler, Steam (Routine)                             |            |              |
|   | Steam – Boiler Safety Devices – Test PER CSD (Plus Task)    |            |              |
|   | Steam – Flue Gas Analysis                                   |            |              |
| COOLING TOWERS/WATER                    |   |            |              |
|   | Open – Cooling Tower, Open (Annual)                         |            |              |
|   | Open – Cooling Tower, Open (Routine)                        |            |              |
| COMPONENTS                              |   |            |              |
|   | Boiler Water Feed – Boiler Feed Water (Routine)             |            |              |
| SYSTEM                                  |   |            |              |
|   | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine) |            |              |
|   | Closed Loop System – Closed Loop Water System (Routine)     |            |              |
| PRICING                                 |   | Per Month  | Annual Total |
|   | Year 1  | \$6,033.33 | \$72,400.00  |
|   | Year 2  | \$6,214.00 | \$74,568.00  |
|   | Year 3  | \$6,400.00 | \$76,800.00  |
|   | Optional Year 4   | \$6,592.00 | \$79,104.00  |
|   | Optional Year 5   | \$6,790.00 | \$81,480.00  |

| Psychiatric Health Facility – Bldg 319 |   |            |              |
|--|---|------------|--------------|
| CHILLERS                               |   |            |              |
|  | Water Cool Scroll – Eddy Current Testing Condenser          |            |              |
|  | Water Cool Scroll – Tube Brushing, Condenser                |            |              |
|  | Water Cool Scroll – Chiller, Water Cool Scroll (Annual)     |            |              |
|  | Water Cool Scroll – Chiller, Water Cool Scroll (Routine)    |            |              |
|  | Water Cool Scroll – Strainer Clean                          |            |              |
|  | Air Cool Scroll – Chiller, Air Cool Scroll (Annual)         |            |              |
|  | Air Cool Scroll – Chiller, Air Cool Scroll (Routine)        |            |              |
|  | Air Cool Scroll – Coil Clean, Condenser                     |            |              |
| COOLING TOWERS/WATER                   |   |            |              |
|  | Open – Cooling Tower, Open (Annual)                         |            |              |
|  | Open – Cooling Tower, Open (Routine)                        |            |              |
| SYSTEM                                 |   |            |              |
|  | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine) |            |              |
| PRICING                                |   | Per Month  | Annual Total |
|  | Year 1  | \$1,816.67 | \$21,800.00  |
|  | Year 2  | \$1,872.00 | \$22,464.00  |
|  | Year 3  | \$1,930.00 | \$23,160.00  |
|  | Optional Year 4   | \$1,998.00 | \$23,976.00  |
|  | Optional Year 5   | \$2,048.00 | \$24,576.00  |

| L Street – Bldg 884 |   |           |              |
|---------------------|---|-----------|--------------|
| CHILLERS            |   |           |              |
|                     | Air Cool Scroll – Coil Clean, Condenser                 |           |              |
|                     | Air Cool Scroll – Chiller, Air Cool Scroll (Routine)    |           |              |
|                     | Air Cool Scroll – Chiller, Air Cool Scroll (Annual)     |           |              |
|                     | Air Cool Screw – Oil Analysis                           |           |              |
| BOILERS             |   |           |              |
|                     | Boiler – Boiler (Annual)                                |           |              |
|                     | Boiler – Boiler (Routine)                               |           |              |
| SYSTEM              |   |           |              |
|                     | Closed Loop System – Closed Loop Water System (Routine) |           |              |
| PRICING             |   | Per Month | Annual Total |
|                     | Year 1  | \$766.67  | \$9,200.04   |
|                     | Year 2  | \$790.00  | \$9,480.00   |
|                     | Year 3  | \$814.00  | \$9,768.00   |
|                     | Optional Year 4   | \$840.00  | \$10,080.00  |
|                     | Optional Year 5   | \$886.00  | \$10,632.00  |

| Ag. Weights & Measures – Bldg 415 |   |            |              |
|-----------------------------------|---|------------|--------------|
| CHILLERS                          |   |            |              |
|                                   | Air Cool Scroll – Coil Clean, Condenser                 |            |              |
|                                   | Air Cool Scroll – Chiller, Air Cool Scroll (Routine)    |            |              |
|                                   | Air Cool Scroll – Chiller, Air Cool Scroll (Annual)     |            |              |
| BOILERS                           |   |            |              |
|                                   | Boiler – Boiler (Annual)                                |            |              |
|                                   | Boiler – Boiler (Routine)                               |            |              |
| SYSTEM                            |   |            |              |
|                                   | Closed Loop System – Closed Loop Water System (Routine) |            |              |
| PRICING                           |   | Per Month  | Annual Total |
|                                   | Year 1  | \$1,375.00 | \$16,500.00  |
|                                   | Year 2  | \$1,417.00 | \$17,004.00  |
|                                   | Year 3  | \$1,460.00 | \$17,520.00  |
|                                   | Optional Year 4   | \$1,504.00 | \$18,048.00  |
|                                   | Optional Year 5   | \$1,550.00 | \$18,600.00  |

| Elections Warehouse – Bldg 437 |   |           |              |
|--------------------------------|---|-----------|--------------|
| CHILLERS                       |   |           |              |
|                                | Air Cool Scroll – Coil Clean, Condenser                 |           |              |
|                                | Air Cool Scroll – Chiller, Air Cool Scroll (Routine)    |           |              |
|                                | Air Cool Scroll – Chiller, Air Cool Scroll (Annual)     |           |              |
| BOILERS                        |   |           |              |
|                                | Boiler – Boiler (Annual)                                |           |              |
|                                | Boiler – Boiler (Routine)                               |           |              |
| SYSTEM                         |   |           |              |
|                                | Closed Loop System – Closed Loop Water System (Routine) |           |              |
| PRICING                        |   | Per Month | Annual Total |
|                                | Year 1  | \$866.67  | \$10,400.00  |
|                                | Year 2  | \$893.00  | \$10,716.00  |
|                                | Year 3  | \$920.00  | \$11,040.00  |
|                                | Optional Year 4   | \$948.00  | \$11,376.00  |
|                                | Optional Year 5   | \$978.00  | \$11,736.00  |

| Fairground Building Bldg 340 |   |            |              |
|------------------------------|---|------------|--------------|
| CHILLERS                     |   |            |              |
|                              | Water Cool Scroll – Eddy Current Testing Condenser          |            |              |
|                              | Water Cool Scroll – Tube Brushing, Condenser                |            |              |
|                              | Water Cool Scroll – Chiller, Water Cool Scroll (Annual)     |            |              |
|                              | Water Cool Scroll – Chiller, Water Cool Scroll (Routine)    |            |              |
|                              | Water Cool Scroll – Strainer Clean                          |            |              |
| BOILERS                      |   |            |              |
|                              | Boiler – Boiler (Annual)                                    |            |              |
|                              | Boiler – Boiler (Routine)                                   |            |              |
| COOLING TOWERS/WATER         |   |            |              |
|                              | Open – Cooling Tower, Open (Annual)                         |            |              |
|                              | Open – Belt Replacement                                     |            |              |
|                              | Open – Cooling Tower, Open (Routine)                        |            |              |
| SYSTEM                       |   |            |              |
|                              | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine) |            |              |
|                              | Closed Loop System – Closed Loop Water System (Routine)     |            |              |
| PRICING                      |   | Per Month  | Annual Total |
|                              | Year 1  | \$1,883.33 | \$22,600.00  |
|                              | Year 2  | \$1,940.00 | \$23,280.00  |
|                              | Year 3  | \$1,998.00 | \$23,976.00  |
|                              | Optional Year 4   | \$2,058.00 | \$24,696.00  |
|                              | Optional Year 5   | \$2,120.00 | \$25,440.00  |

| South Annex Jail – Bldg 605 |  |            |              |
|-----------------------------|--|------------|--------------|
| CHILLERS                    |  |            |              |
|                             | Centrifugal, Low Pressure – Eddy Current Testing Condenser               |            |              |
|                             | Centrifugal, Low Pressure – Tube Brushing, Condenser                     |            |              |
|                             | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Annual)  |            |              |
|                             | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Routine) |            |              |
|                             | Centrifugal, Low Pressure – Trane Centrifugal Specific Task              |            |              |
|                             | Centrifugal, Low Pressure – Strainer Clean                               |            |              |
| COOLING TOWERS/WATER        |  |            |              |
|                             | Open – Cooling Tower, Open (Annual)                                      |            |              |
|                             | Open – Cooling Tower, Open (Routine)                                     |            |              |
|                             | Open – Belt Replacement  |            |              |
| SYSTEM                      |  |            |              |
|                             | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine)              |            |              |
| PRICING                     |  | Per Month  | Annual Total |
|                             | Year 1   | \$4,383.33 | \$52,600.00  |
|                             | Year 2   | \$4,515.00 | \$54,180.00  |
|                             | Year 3   | \$4,650.00 | \$55,800.00  |
|                             | Optional Year 4  | \$4,790.00 | \$57,480.00  |
|                             | Optional Year 5  | \$4,935.00 | \$59,220.00  |

| Main Jail – Bldg 607 |  |             |              |
|----------------------|--|-------------|--------------|
| CHILLERS             |  |             |              |
|                      | Centrifugal, Low Pressure – Eddy Current Testing Condenser               |             |              |
|                      | Centrifugal, Low Pressure – Tube Brushing, Condenser                     |             |              |
|                      | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Annual)  |             |              |
|                      | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Routine) |             |              |
|                      | Centrifugal, Low Pressure – Trane Centrifugal Specific Task              |             |              |
|                      | Centrifugal, Low Pressure – Strainer Clean                               |             |              |
| COOLING TOWERS/WATER |  |             |              |
|                      | Open – Cooling Tower, Open (Annual)                                      |             |              |
|                      | Open – Cooling Tower, Open (Routine)                                     |             |              |
|                      | Open – Belt Replacement  |             |              |
| BOILERS              |  |             |              |
|                      | Boiler – Boiler (Annual)   |             |              |
|                      | Boiler – Boiler (Routine)  |             |              |
|                      | Boiler – Boiler Safety Devices – Test PER CSD (Plus Task)                |             |              |
|                      | Boiler – Flue Gas Analysis   |             |              |
|                      | Steam – Boiler, Steam (Annual)   |             |              |
|                      | Steam – Boiler, Steam (Routine)  |             |              |
|                      | Steam – Boiler Safety Devices – Test PER CSD (Plus Task)                 |             |              |
|                      | Steam – Flue Gas Analysis  |             |              |
| COMPONENTS           |  |             |              |
|                      | Boiler Water Feed – Boiler Feed Water (Routine)                          |             |              |
| SYSTEM               |  |             |              |
|                      | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine)              |             |              |
|                      | Closed Loop System – Closed Loop Water System (Routine)                  |             |              |
| PRICING              |  | Per Month   | Annual Total |
|                      | Year 1   | \$16,000.00 | \$192,000.00 |
|                      | Year 2   | \$16,480.00 | \$197,760.00 |
|                      | Year 3   | \$16,975.00 | \$203,700.00 |
|                      | Optional Year 4  | \$17,485.00 | \$209,820.00 |
|                      | Optional Year 5  | \$18,010.00 | \$216,120.00 |

| Plaza Building – Bldg 610 |  |            |              |
|---------------------------|--|------------|--------------|
| CHILLERS                  |  |            |              |
|                           | Centrifugal, Low Pressure – Eddy Current Testing Condenser               |            |              |
|                           | Centrifugal, Low Pressure – Tube Brushing, Condenser                     |            |              |
|                           | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Annual)  |            |              |
|                           | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Routine) |            |              |
|                           | Centrifugal, Low Pressure – Trane Centrifugal Specific Task              |            |              |
|                           | Centrifugal, Low Pressure – Strainer Clean                               |            |              |
|                           | Water Cool Magnetic – Eddy Current Testing Condenser                     |            |              |
|                           | Water Cool Magnetic – Tube Brushing, Condenser                           |            |              |
|                           | Water Cool Magnetic – Chiller, Water Cool Magnetic (Annual)              |            |              |
|                           | Water Cool Magnetic – Chiller, Water Cool Magnetic (Routine)             |            |              |
|                           | Water Cool Magnetic – Refrigerant Analysis                               |            |              |
|                           | Water Cool Magnetic – Strainer Clean                                     |            |              |
| COOLING TOWERS/WATER      |  |            |              |
|                           | Open – Cooling Tower, Open (Annual)                                      |            |              |
|                           | Open – Cooling Tower, Open (Routine)                                     |            |              |
|                           | Open – Belt Replacement  |            |              |
| BOILERS                   |  |            |              |
|                           | Boiler – Boiler (Annual)   |            |              |
|                           | Boiler – Boiler (Routine)  |            |              |
| SYSTEM                    |  |            |              |
|                           | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine)              |            |              |
|                           | Closed Loop System – Closed Loop Water System (Routine)                  |            |              |
| PRICING                   |  | Per Month  | Annual Total |
|                           | Year 1   | \$5,233.33 | \$62,800.00  |
|                           | Year 2   | \$5,390.00 | \$64,680.00  |
|                           | Year 3   | \$5,552.00 | \$66,624.00  |
|                           | Optional Year 4  | \$5,720.00 | \$68,640.00  |
|                           | Optional Year 5  | \$5,890.00 | \$70,680.00  |



| Brix Building – Bldg 611 |  |            |              |
|--------------------------|--|------------|--------------|
| CHILLERS                 |  |            |              |
|                          | Centrifugal, Low Pressure – Eddy Current Testing Condenser               |            |              |
|                          | Centrifugal, Low Pressure – Tube Brushing, Condenser                     |            |              |
|                          | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Annual)  |            |              |
|                          | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Routine) |            |              |
|                          | Centrifugal, Low Pressure – Trane Centrifugal Specific Task              |            |              |
|                          | Centrifugal, Low Pressure – Strainer Clean                               |            |              |
|                          | Water Cool Magnetic – Eddy Current Testing Condenser                     |            |              |
|                          | Water Cool Magnetic – Tube Brushing, Condenser                           |            |              |
|                          | Water Cool Magnetic – Chiller, Water Cool Magnetic (Annual)              |            |              |
|                          | Water Cool Magnetic – Chiller, Water Cool Magnetic (Routine)             |            |              |
|                          | Water Cool Magnetic – Refrigerant Analysis                               |            |              |
|                          | Water Cool Magnetic – Strainer Clean                                     |            |              |
| COOLING TOWERS/WATER     |  |            |              |
|                          | Open – Cooling Tower, Open (Annual)                                      |            |              |
|                          | Open – Cooling Tower, Open (Routine)                                     |            |              |
|                          | Open – Belt Replacement  |            |              |
| BOILERS                  |  |            |              |
|                          | Boiler – Boiler (Annual)   |            |              |
|                          | Boiler – Boiler (Routine)  |            |              |
| SYSTEM                   |  |            |              |
|                          | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine)              |            |              |
|                          | Closed Loop System – Closed Loop Water System (Routine)                  |            |              |
| PRICING                  |  | Per Month  | Annual Total |
|                          | Year 1   | \$3,166.67 | \$38,000.00  |
|                          | Year 2   | \$3,262.00 | \$39,144.00  |
|                          | Year 3   | \$3,360.00 | \$40,320.00  |
|                          | Optional Year 4  | \$3,460.00 | \$41,520.00  |
|                          | Optional Year 5  | \$3,565.00 | \$42,780.00  |

| Central Kitchen - Bldg 630 |   |            |              |
|----------------------------|---|------------|--------------|
| BOILERS                    |   |            |              |
|                            | Steam – Boiler, Steam (Annual)                          |            |              |
|                            | Steam – Boiler, Steam (Routine)                         |            |              |
| SYSTEM                     |   |            |              |
|                            | Closed Loop System – Closed Loop Water System (Routine) |            |              |
| PRICING                    |   | Per Month  | Annual Total |
|                            | Year 1  | \$1,833.33 | \$22,000.00  |
|                            | Year 2  | \$1,890.00 | \$22,680.00  |
|                            | Year 3  | \$1,948.00 | \$23,376.00  |
|                            | Optional Year 4   | \$2,008.00 | \$24,096.00  |
|                            | Optional Year 5   | \$2,070.00 | \$24,840.00  |

| JJC Central Plant - Bldg 712 |  |             |              |
|------------------------------|--|-------------|--------------|
| BOILERS                      |  |             |              |
|                              | Steam – Boiler, Steam (Annual)   |             |              |
|                              | Steam – Boiler, Steam (Routine)  |             |              |
|                              | Steam – Boiler Safety Devices – Test PER CSD (Plus Task)                 |             |              |
|                              | Steam – Flue Gas Analysis  |             |              |
| CHILLERS                     |  |             |              |
|                              | Centrifugal, Low Pressure – Eddy Current Testing Condenser               |             |              |
|                              | Centrifugal, Low Pressure – Tube Brushing, Condenser                     |             |              |
|                              | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Annual)  |             |              |
|                              | Centrifugal, Low Pressure – Chiller, Centrifugal, Low Pressure (Routine) |             |              |
|                              | Centrifugal, Low Pressure – Trane Centrifugal Specific Task              |             |              |
|                              | Centrifugal, Low Pressure – Strainer Clean                               |             |              |
| COOLING TOWERS/WATER         |  |             |              |
|                              | Open – Cooling Tower, Open (Annual)                                      |             |              |
|                              | Open – Cooling Tower, Open (Routine)                                     |             |              |
|                              | Open – Belt Replacement  |             |              |
| COMPONENTS                   |  |             |              |
|                              | Boiler Water Feed – Boiler Feed Water (Routine)                          |             |              |
| SYSTEM                       |  |             |              |
|                              | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine)              |             |              |
|                              | Closed Loop System – Closed Loop Water System (Routine)                  |             |              |
| PRICING                      |  | Per Month   | Annual Total |
|                              | Year 1   | \$12,083.33 | \$145,000.00 |
|                              | Year 2   | \$12,446.00 | \$149,352.00 |
|                              | Year 3   | \$12,820.00 | \$153,840.00 |
|                              | Optional Year 4  | \$13,205.00 | \$158,460.00 |
|                              | Optional Year 5  | \$13,602.00 | \$163,224.00 |

| Central Library - Bldg 800 |   |           |              |
|----------------------------|---|-----------|--------------|
| CHILLERS                   |   |           |              |
|                            | Water Cool Screw – Eddy Current Testing Condenser           |           |              |
|                            | Water Cool Screw – Chiller, Water Cool Screw (Annual)       |           |              |
|                            | Water Cool Screw – Tube Brushing, Condenser                 |           |              |
|                            | Water Cool Screw – Trane Screw Specific Tasks               |           |              |
|                            | Water Cool Screw – Chiller, Water Cool Screw (Routine)      |           |              |
|                            | Water Cool Screw – Strainer Clean                           |           |              |
| COOLING TOWERS/WATER       |   |           |              |
|                            | Open – Cooling Tower, Open (Annual)                         |           |              |
|                            | Open – Cooling Tower, Open (Routine)                        |           |              |
|                            | Open – Belt Replacement                                     |           |              |
| BOILERS                    |   |           |              |
|                            | Boiler – Boiler (Annual)                                    |           |              |
|                            | Boiler – Boiler (Routine)                                   |           |              |
| SYSTEM                     |   |           |              |
|                            | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine) |           |              |
|                            | Closed Loop System – Closed Loop Water System (Routine)     |           |              |
| PRICING                    |   | Per Month | Annual Total |
|                            | Year 1  | \$766.67  | \$9,200.00   |
|                            | Year 2  | \$790.00  | \$9,480.00   |
|                            | Year 3  | \$814.00  | \$9,768.00   |
|                            | Optional Year 4   | \$840.00  | \$10,080.00  |
|                            | Optional Year 5   | \$886.00  | \$10,632.00  |

| Woodward Park Library - Bldg 802 |   |            |              |
|----------------------------------|---|------------|--------------|
| CHILLERS                         |   |            |              |
|                                  | Air Cool Scroll – Coil Clean, Condenser                 |            |              |
|                                  | Air Cool Scroll – Chiller, Air Cool Scroll (Routine)    |            |              |
|                                  | Air Cool Scroll – Chiller, Air Cool Scroll (Annual)     |            |              |
|                                  | Air Cool Screw – Oil Analysis                           |            |              |
| BOILERS                          |   |            |              |
|                                  | Boiler – Boiler (Annual)                                |            |              |
|                                  | Boiler – Boiler (Routine)                               |            |              |
| SYSTEM                           |   |            |              |
|                                  | Closed Loop System – Closed Loop Water System (Routine) |            |              |
| PRICING                          |   | Per Month  | Annual Total |
|                                  | Year 1  | \$1,041.67 | \$12,500.00  |
|                                  | Year 2  | \$1,073.00 | \$12,876.00  |
|                                  | Year 3  | \$1,106.00 | \$13,272.00  |
|                                  | Optional Year 4   | \$1,140.00 | \$13,680.00  |
|                                  | Optional Year 5   | \$1,175.00 | \$14,100.00  |

| Crocker Building - Bldg 864 |   |            |              |
|-----------------------------|---|------------|--------------|
| CHILLERS                    |   |            |              |
|                             | Water Cool Screw – Eddy Current Testing Condenser           |            |              |
|                             | Water Cool Screw – Chiller, Water Cool Screw (Annual)       |            |              |
|                             | Water Cool Screw – Tube Brushing, Condenser                 |            |              |
|                             | Water Cool Screw – Trane Screw Specific Tasks               |            |              |
|                             | Water Cool Screw – Chiller, Water Cool Screw (Routine)      |            |              |
|                             | Water Cool Screw – Strainer Clean                           |            |              |
| COOLING TOWERS/WATER        |   |            |              |
|                             | Open – Cooling Tower, Open (Annual)                         |            |              |
|                             | Open – Cooling Tower, Open (Routine)                        |            |              |
|                             | Open – Belt Replacement                                     |            |              |
| BOILERS                     |   |            |              |
|                             | Steam – Boiler, Steam (Annual)                              |            |              |
|                             | Steam – Boiler, Steam (Routine)                             |            |              |
| COMPONENTS                  |   |            |              |
|                             | Boiler Water Feed – Boiler Feed Water (Routine)             |            |              |
| SYSTEM                      |   |            |              |
|                             | Open Loop Auto Feed – Open Loop Auto Feed & Bleed (Routine) |            |              |
|                             | Closed Loop System – Closed Loop Water System (Routine)     |            |              |
| PRICING                     |   | Per Month  | Annual Total |
|                             | Year 1  | \$3,683.33 | \$44,200.00  |
|                             | Year 2  | \$3,794.00 | \$45,528.00  |
|                             | Year 3  | \$3,908.00 | \$46,896.00  |
|                             | Optional Year 4   | \$4,025.00 | \$48,300.00  |
|                             | Optional Year 5   | \$4,150.00 | \$49,800.00  |

**Emergency Services & Repairs:**

Any additional work shall be billed at a discounted labor rate for all years during regular business hours. Regular hours are defined as Monday through Friday, 7:00 am to 4:00pm, excluding holidays. An Overtime rate shall be charged for any unscheduled services performed after 4:00pm Monday through Friday and all day Saturday, excluding holidays. A Premium rate shall be charged for any unscheduled services performed on any holiday and all day Sunday. Any and all service calls will include a truck charge. There is no minimum charge for emergency services, at any rate.

|                                 | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Optional Year 4</b> | <b>Optional Year 5</b> |
|---------------------------------|---------------|---------------|---------------|------------------------|------------------------|
| Regular Rate (per hour)         | \$160.00      | \$165.00      | \$172.00      | \$178.00               | \$185.00               |
| Overtime (per hour)             | \$240.00      | \$247.50      | \$258.00      | \$267.00               | \$227.50               |
| Premium (per hour)              | \$320.00      | \$330.00      | \$344.00      | \$356.00               | \$370.00               |
| Truck Charge (per service call) | \$35.00       | \$35.00       | \$40.00       | \$40.00                | \$45.00                |

**Water Treatment Services:**

Water treatment services included in this Agreement are based on 6 years of historical information from in treating the equipment listed in Exhibit A. The operating parameters are based on the current source-water quality. The current hardness is ~65 ppm, total alkalinity is ~50 ppm, and silica is ~20 ppm. These conditions allow ACCO to operate a 4-6 cycles for all cooling systems listed in Exhibit A, expect that equipment located at the JJC Central Plant. At the JJC Central Plant ACCO will operate at 1.5-2.5 cycles due to current discharge issues. Significant changes in the source-water quality could affect ACCO's ability to maintain these operating parameters and the projected cost. While ACCO has not observed significant changes in the source-water quality in the last several years, the water quality in the County of Fresno was poor about 10 years ago. ACCO does not foresee any changes, but if there is a significant change in make-up water quality ACCO will notify the Customer immediately and, if necessary, propose the use of emergency services for excess chemical use.

## Equipment List

| UMC Boiler/Chiller Plant (Bldgs. 309-310) - 445 S Cedar Ave, Fresno, CA 93702     |                            |                 |                                 |                       |
|---|----------------------------|-----------------|---------------------------------|-----------------------|
| Quantity  | Equipment Type             | Manufacturer    | Model Number                    | Location              |
| 1   | Chiller, Water Cool Screw  | Trane           | RTHA300FCN0LBUC2LFNN00G0        | Central Plant         |
| 1   | Chiller, Water Cool Screw  | Trane           | RTHB300FMC00EWP0T0UNN3LF2LFV0QU | Central Plant         |
| 2   | Boiler, Steam              | Cleaver-Brooks  | CB1200300150                    | Central Plant         |
| 1   | Cooling Tower, Open        | Marley          | 8618                            | Central Plant Outside |
| 1   | Boiler Water Feed          | Bell & Gossett  | 150VCD                          | Central Plant         |
| 1   | Open Loop Auto Feed        | N/A             | N/A                             | N/A                   |
| 1   | Closed Loop System         | N/A             | N/A                             | N/A                   |
| Psychiatric Health Facility (Bldg 319) - 4411 E Kings Canyon Rd, Fresno, CA 93702 |                            |                 |                                 |                       |
| Quantity  | Equipment Type             | Manufacturer    | Model Number                    | Location              |
| 1   | Chiller, Water Cool Scroll | Trane           | CGWD0604CJ0HAT101FF0UG          | Basement              |
| 1   | Chiller, Air Cool Scroll   | Carrier         | 30RAP0165DC0D110                | Roof                  |
| 1   | Cooling Tower, Open        | RSD Cooling Tow | RSD-060                         | Roof                  |
| 1   | Open Loop Auto Feed        | N/A             | N/A                             | N/A                   |
| L Street (Bldg 884) - 1404 L St, Fresno, CA 93721                                 |                            |                 |                                 |                       |
| Quantity  | Equipment Type             | Manufacturer    | Model Number                    | Location              |
| 1   | Boiler                     | Camus Hydronics | DMNH-0701-MSO-HLS               | Roof                  |
| 1   | Chiller, Air Cool Scroll   | Trane           | CGAM110A2W02AXB2A1A1            | Roof                  |
| 1   | Closed Loop System         | N/A             | N/A                             | N/A                   |
| Fairgrounds Building (Bldg 340) - 4468 E Kings Canyon Rd, Fresno, CA 93702        |                            |                 |                                 |                       |
| Quantity  | Equipment Type             | Manufacturer    | Model Number                    | Location              |
| 1   | Chiller, Water Cool Scroll | Trane           | CGWD060GCG0HBT101FF0UG          | Mechanical Room       |
| 1   | Boiler                     | Ajax Boiler     | WG-675                          | Mechanical Room       |
| 1   | Cooling Tower, Open        | BAC             | FXT-115CR                       | Roof                  |
| 1   | Closed Loop System         | N/A             | N/A                             | N/A                   |
| 1   | Open Loop Auto Feed        | N/A             | N/A                             | N/A                   |
| Ag. Weights & Measures (Bldg 415) - 4535 E Hamilton Ave, Fresno, CA 93702         |                            |                 |                                 |                       |
| Quantity  | Equipment Type             | Manufacturer    | Model Number                    | Location              |
| 1   | Boiler                     | Laars           | N.3.3126-K-250-H                | Ground Level Outside  |
| 1   | Chiller, Air Cool Scroll   | Trane           | CGAFC254AJA100000E0000N0Q000000 | Ground Level Outside  |
| 1   | Closed Loop System         | N/A             | N/A                             | N/A                   |

| Elections Warehouse (Bldg 437) - 4525 E Hamilton, Fresno, CA 93702 |                                    |                 |                  |                         |
|--|------------------------------------|-----------------|------------------|-------------------------|
| Quantity   | Equipment Type                     | Manufacturer    | Model Number     | Location                |
| 1  | Chiller, Air Cool Scroll           | Carrier         | 30RAP01167C0CG10 | Roof                    |
| 1  | Chiller, Air Cool Scroll           | Carrier         | 30RAP01667C0G410 | Roof                    |
| 1  | Boiler                             | Camus Hydronics | DMNH-0701-MSO-HL | Roof                    |
| 1  | Closed Loop System                 | N/A             | N/A              | N/A                     |
| South Annex Jail (Bldg 605) - 2204 Fresno St, Fresno, CA 93724     |                                    |                 |                  |                         |
| Quantity   | Equipment Type                     | Manufacturer    | Model Number     | Location                |
| 1  | Chiller, Centrifugal, Low Pressure | York            | YTA2B1B2-CGF     | Central Plant Basement  |
| 1  | Chiller, Centrifugal, Low Pressure | Trane           | LVHE500          | Central Plant Penthouse |
| 1  | Cooling Tower, Open                | BAC             | TBD100           | Roof                    |
| 1  | Cooling Tower, Open                | BAC             | 15425L           | Central Plant Penthouse |
| 1  | Open Loop Auto Feed                | N/A             | N/A              | N/A                     |
| Main Jail (Bldg 607) - 1225 M St, Fresno, CA 93721                 |                                    |                 |                  |                         |
| Quantity   | Equipment Type                     | Manufacturer    | Model Number     | Location                |
| 1  | Chiller, Centrifugal, Low Pressure | Trane           | CVHE050          | 1st Floor Central Plant |
| 1  | Chiller, Centrifugal, Low Pressure | Trane           | CVHE025          | 1st Floor Central Plant |
| 1  | Chiller, Centrifugal, Low Pressure | Trane           | CVHE500          | 1st Floor Central Plant |
| 1  | Chiller, Centrifugal, Low Pressure | Trane           | CVHF570          | 1st Floor Central Plant |
| 1  | Cooling Tower, Open                | BAC             | S3E-1020-07P-3   | Penthouse Central Plant |
| 5  | Boiler                             | Cleaver-Brooks  | CFC7003300125HW  | 2nd Floor Central Plant |
| 3  | Boiler, Steam                      | Cleaver-Brooks  | CFH70050HP15#ST  | 2nd Floor Central Plant |
| 2  | Boiler, Steam                      | Cleaver-Brooks  | FLX70050015ST    | 2nd Floor Central Plant |
| 1  | Boiler Water Feed                  | Shipco          | EMV              | 1st Floor Central Plant |
| 1  | Boiler Water Feed                  | Shipco          | DSSMU            | 1st Floor Central Plant |
| 1  | Closed Loop System                 | N/A             | N/A              | N/A                     |
| 1  | Open Loop Auto Feed                | N/A             | N/A              | N/A                     |



| Plaza Building (Bldg 610) - 2220 Tulare St, Fresno, CA 93721        |                                    |                 |                            |                            |
|---|------------------------------------|-----------------|----------------------------|----------------------------|
| Quantity  | Equipment Type                     | Manufacturer    | Model Number               | Location                   |
| 1   | Chiller, Centrifugal, Low Pressure | Trane           | CVHE500                    | 12th Floor                 |
| 2   | Cooling Tower, Open                | BAC             | 15310-3KMC                 | Roof                       |
| 4   | Boiler                             | Patterson-Kelly | CRNL284951234T             | Mechanical Room            |
| 1   | Chiller, Water Cool Magnetic       | Smardt          | TBD11                      | 12th Floor                 |
| 1   | Chiller, Water Cool Magnetic       | Smardt          | TBD22                      | 12th Floor                 |
| 1   | Closed Loop System                 | N/A             | N/A                        | N/A                        |
| 1   | Open Loop Auto Feed                | N/A             | N/A                        | N/A                        |
| Brix Building (Bldg 611) - 1221 Fulton Mall, Fresno, CA 93721       |                                    |                 |                            |                            |
| Quantity  | Equipment Type                     | Manufacturer    | Model Number               | Location                   |
| 1   | Chiller, Water Cool Magnetic       | Multistack      | TTS350FGS3S03X0XXS255      | Basement                   |
| 1   | Chiller, Centrifugal, Low Pressure | Trane           | CVHE032FE5A0PC02323K9D3JBC | Basement                   |
| 1   | Cooling Tower, Open                | BAC             | 152503XR                   | Roof                       |
| 2   | Boiler                             | Cleaver-Brooks  | CFC-E                      | Basement                   |
| 1   | Closed Loop System                 | N/A             | N/A                        | N/A                        |
| 1   | Open Loop Auto Feed                | N/A             | N/A                        | N/A                        |
| Central Kitchen (Bldg 630) - 200 N H St, Fresno, CA 93701           |                                    |                 |                            |                            |
| Quantity  | Equipment Type                     | Manufacturer    | Model Number               | Location                   |
| 2   | Boiler, Steam                      | Cleaver-Brooks  | CFH7005015                 | Boiler Room - Ground Level |
| 1   | Closed Loop System                 | N/A             | N/A                        | N/A                        |
| JJC Central Plant (Bldg 712) - 3333 E America Ave, Fresno, CA 93725 |                                    |                 |                            |                            |
| Quantity  | Equipment Type                     | Manufacturer    | Model Number               | Location                   |
| 14  | Boiler, Steam                      | Fulton          | ICS 9.5                    | Central Plant              |
| 3   | Boiler, Steam                      | Cleaver-Brooks  | CEW-700-500-125            | Central Plant              |
| 3   | Chiller, Centrifugal, Low Pressure | Trane           | CVHF910                    | Central Plant              |
| 1   | Cooling Tower, Open                | BAC             | 3728A-OM                   | Central Plant              |
| 2   | Cooling Tower, Open                | BAC             | 3728A-OM                   | Central Plant              |
| 1   | Boiler Water Feed                  | Shipco          | CSC                        | Central Plant              |
| 1   | Boiler Water Feed                  | Shipco          | 005DA-STVP                 | Central Plant              |
| 1   | Closed Loop System                 | N/A             | N/A                        | N/A                        |
| 1   | Open Loop Auto Feed                | N/A             | N/A                        | N/A                        |

| <b>Central Library (Bldg 800) - 2420 Mariposa St, Fresno, CA 93721</b>       |                           |                |   |                |
|--|---------------------------|----------------|---|----------------|
| Quantity   | Equipment Type            | Manufacturer   | Model Number  | Location       |
| 2  | Chiller, Water Cool Screw | Trane          | RTWA1004YH01D3D0W                                   | Basement       |
| 1  | Cooling Tower, Open       | BAC            | 3333A-KM/0  | Ground Level   |
| 1  | Boiler                    | Laars          | PNCH1750NACL3CJN                                    | Basement       |
| 1  | Closed Loop System        | N/A            | N/A   | N/A            |
| 1  | Open Loop Auto Feed       | N/A            | N/A   | N/A            |
| <b>Woodward Park Library (Bldg 802) - 944 E Perrin Ave, Fresno, CA 93720</b> |                           |                |   |                |
| Quantity   | Equipment Type            | Manufacturer   | Model Number  | Location       |
| 1  | Chiller, Air Cool Scroll  | Mcquay         | AGZ100BS27-ER10                                     | Ground Level   |
| 1  | Boiler                    | Fulton         | PHW-1000  | Ground Level   |
| 1  | Closed Loop System        | N/A            | N/A   | N/A            |
| <b>Crocker Building (Bldg 864) - 135 Fresno St, Fresno, CA 93721</b>         |                           |                |   |                |
| Quantity   | Equipment Type            | Manufacturer   | Model Number  | Location       |
| 2  | Chiller, Water Cool Screw | Trane          | RTWD100B2802A1A1AA2A1A1Y1E0A400010000002<br>A0100D0 | Penthouse Roof |
| 1  | Cooling Tower, Open       | BAC            | PT2-0809A-3K1                                       | Penthouse Roof |
| 1  | Boiler, Steam             | Cleaver-Brooks | CFH7004015ST  | Basement       |
| 1  | Boiler Water Feed         | Shipco         | SHVM  | Penthouse Roof |
| 1  | Closed Loop System        | N/A            | N/A   | N/A            |
| 1  | Open Loop Auto Feed       | N/A            | N/A   | N/A            |

## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the Customer's right to obtain indemnification from ACCO or any third parties, ACCO, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. ACCO shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer is excess only and not contributing with insurance provided under ACCO's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) ACCO shall maintain the policy and provide to the Customer annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then ACCO shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after ACCO signs this Agreement, and at any time during the term of this Agreement as requested by the Customer's Risk Manager or the County Administrative Office, ACCO shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the Customer, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) ACCO has waived its right to recover from the Customer, its officers, agents, employees, and volunteers any amounts

## Exhibit B

- paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer shall be excess only and not contributing with insurance provided under ACCO's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, ACCO shall provide to the Customer, or ensure that the policy requires the insurer to provide to the Customer, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, ACCO shall, or shall cause the insurer to, provide written notice to the Customer not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, ACCO shall, or shall cause the insurer to, provide written notice to the Customer not less than 30 days in advance of cancellation or change. The Customer in its sole discretion may determine that the failure of ACCO or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **Customer's Entitlement to Greater Coverage.** If ACCO has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the Customer requires and is entitled to the broader coverage, higher limits, or both. To that end, ACCO shall deliver, or cause its broker or producer to deliver, to the Customer's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** ACCO waives any right to recover from the Customer, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. ACCO is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but ACCO's waiver of subrogation under this paragraph is effective whether or not ACCO obtains such an endorsement.
- (F) **Customer's Remedy for ACCO's Failure to Maintain.** If ACCO fails to keep in effect at all times any insurance coverage required under this Agreement, the Customer may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to ACCO. The Customer may offset such charges against any amounts owed by the Customer to ACCO under this Agreement.
- (G) **Subcontractors.** ACCO shall require and verify that all subcontractors used by ACCO to provide services under this Agreement maintain insurance meeting all insurance requirements provided

## **Exhibit B**

in this Agreement. This paragraph does not authorize ACCO to provide services under this Agreement using subcontractors.

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### **Instructions**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

|  |  |              |  |
|--|--|--------------|--|
| <b>(1) Company Board Member Information:</b>   |  |              |  |
| <b>Name:</b>   |  | <b>Date:</b> |  |
| <b>Job Title:</b>  |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>  |  |              |  |
|  |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>                    |  |              |  |
|  |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b> |  |              |  |
|  |  |              |  |
| <b>(5) Authorized Signature</b>  |  |              |  |
| <b>Signature:</b>  |  | <b>Date:</b> |  |

## Exhibit D



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

**Authority: Title 15; Section 1327;**

**California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

### **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
  - 1. Summon assistance from other officers as required.
  - 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  - 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  - 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  - 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;



## **Exhibit E**

3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

### **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

### **III. SECURITY AND OPERATIONAL REVIEW**

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to ensure that such an incident does not repeat itself.

# Exhibit E

## Vendors, Volunteers and Student Interns

### 308.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Juvenile Justice Campus vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are members who can augment Department personnel and help complete various tasks.

#### 308.1.1 DEFINITIONS

Definitions related to this policy include:

**Student intern** - A college, university, or graduate student gaining practical experience in a chosen field while performing services for the Department under supervision.

**Vendor** - An individual representing a company, outside agency, or non-profit organization, who is assigned to one of our facilities, performs a service for the Department, and may receive compensation for services rendered.

**Volunteer** - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains and student interns.

### 308.2 POLICY

The Fresno County Probation Department shall ensure that vendors, volunteers and student interns are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient Department and improve services to the community.

### 308.3 ELIGIBILITY

Requirements for participation as a vendor, volunteer or student intern for the Department may include but are not limited to:

- (a) Being at least 18 years of age.
- (b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.
- (c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.
- (d) Ability to meet physical requirements reasonably appropriate to the assignment.
- (e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

The Chief Probation Officer or the authorized designee may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

### 308.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The Fresno County Probation Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this Department.

#### 308.4.1 RECRUITMENT

Volunteers and student interns are recruited on a continuous basis consistent with Department policy on equal opportunity, nondiscriminatory employment terms. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers and student interns should be submitted in writing by interested Department members to the Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department members should understand that the recruitment of volunteers and student interns is enhanced by creative and interesting assignments.

Vendors are recruited/selected in accordance with the Fresno County Purchasing Office contract/ agreement process.

#### 308.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete this process before appointment:

- (a) Submit the appropriate written application.
- (b) Current TB skin test (completed within the last 6 months).
- (c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

## **Exhibit E**

### **308.4.3 APPOINTMENT**

Volunteers and student interns shall be placed only in assignments or programs consistent with their knowledge, skills, and abilities and the needs of the Department. Volunteers' and student interns' interests will be considered when placed in assignments.

Volunteers and student interns serve at the discretion of the Chief Probation Officer.

Vendors are appointed and placed in accordance with the Fresno County Purchasing Office contract/agreement.

### **308.5 IDENTIFICATION**

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department.

Vendors, volunteers and student interns will be issued Fresno County Probation Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Fresno County Probation Department identification cards, except that "Volunteer" or "Student Intern" will be indicated on the cards.

### **308.6 PERSONNEL WORKING AS STUDENT INTERNS**

Qualified regular Department personnel, when authorized, may also serve as student interns. However, this Department shall not utilize the services of student interns in such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., a Juvenile Correctional Officer participating as a student intern for reduced or no pay). Therefore, members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

### **308.7 PERSONNEL UNIT**

The function of the Personnel Unit is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist efforts to jointly provide more productive volunteer services.

The responsibilities of the Personnel Unit include but are not limited to:

- (a) Recruiting and selecting qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student intern.
- (c) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.
- (e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

### **308.8 DUTIES AND RESPONSIBILITIES**

Volunteers assist department personnel as needed. Assignments of volunteers may be to any division within the Department, as needed. Volunteers should be placed only in assignments or programs consistent with their knowledge, skills, interests, abilities and the needs of the Department. Student interns should be assigned to areas that meet the needs of both their educational program and the Department. Vendors will be assigned per the contract/agreement.

#### **308.8.1 COMPLIANCE**

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer and student intern shall become thoroughly familiar with these policies as directed by the Chief Probation Officer or the authorized designee.

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to vendors, volunteers and student interns, unless by its nature it is inapplicable.

Vendors, volunteers and student interns are required by this Department to meet Department- approved training requirements as applicable to their assignments.

### **308.9 TASK SPECIFIC TRAINING**

Task-specific training is intended to provide the required instruction and practice for vendors, volunteers and student interns to properly and safely perform their assigned duties. Training should correspond to the assignment.

Vendors, volunteers and student interns shall be provided with the policies of the Department and procedures applicable to their assignments.

## **Exhibit E**

Vendors, volunteers and student interns shall receive position-specific training to ensure they have adequate knowledge and skills to complete the required tasks and should receive ongoing training as deemed appropriate by their supervisors or the authorized designee.

Training should reinforce to vendors, volunteers and student interns that they shall not intentionally represent themselves as, or by omission give the impression that they are, Juvenile Correctional Officers or other full-time members of the Department. They shall always represent themselves as vendors, volunteers or student interns. All vendors, volunteers and student interns shall comply with the standards of conduct and with all applicable orders and directives, either oral or written, issued by the Department.

### **308.9.1 STATE REQUIREMENTS**

The vendor, volunteer and student intern initial orientation shall include the following: safety and security issues and anti-discrimination policies.

### **308.10 SUPERVISION**

Each vendor, volunteer and student intern must have a clearly identified supervisor who is responsible for direct management of that individual. This supervisor will be responsible for day-to-day management and guidance of the work of the vendor, volunteer or student intern and should be available for consultation and assistance.

Functional supervision of vendors, volunteers and student interns is the responsibility of the supervisor or the authorized designee in charge of their assigned duties. The following are some considerations that supervisors or the authorized designee should keep in mind while supervising vendors, volunteers and student interns:

- (a) Take the time to introduce vendors, volunteers and student interns to members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.
- (c) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

#### **308.10.1 EVALUATIONS**

Student interns may need evaluations as a requirement of their educational program.

#### **308.10.2 FITNESS FOR DUTY**

No vendor, volunteer or student intern shall report for work or be at work when the individual's judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Vendors, volunteers and student interns shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

- (a) Driver's license.
- (b) Arrests.
- (c) Criminal investigations.
- (d) All law enforcement contacts.

### **308.11 INFORMATION ACCESS**

Volunteers and student interns should not have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or Department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized members shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by Department policy and supervisory personnel.

A vendor, volunteer or student intern whose assignment requires the use of, or access to, confidential information will be required to be fingerprinted and have the fingerprints submitted to the California Department of Justice to obtain clearance. Vendors, volunteers and student interns working this type of assignment shall receive training in data practices and shall be required to sign a CLETS Employee/Volunteer Statement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the vendor, volunteer, or student intern is grounds for immediate dismissal and possible criminal prosecution.

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper Department personnel.

## **Exhibit E**

### **308.11.1 RADIO AND DATABASE ACCESS USAGE**

The supervisor or the authorized designee shall ensure that radio and database access training is provided for vendors, volunteers, and student interns whenever necessary.

### **308.12 EQUIPMENT**

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a vendor, volunteer or student intern shall remain the property of the Department and shall be returned at the termination of service.

### **308.13 TERMINATION OF SERVICES**

If a vendor or volunteer is the subject of a personnel complaint or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy. If a student intern is the subject of or is involved in an internal investigation, the coordinator of the educational program that sponsors the intern should be notified.

Vendors and volunteers are considered at-will and may be removed from service at the discretion of the Chief Probation Officer or the authorized designee, with or without cause. Vendors and volunteers shall have no property interest in their continued appointments. Vendors and volunteers may resign from service with the Department at any time. It is requested that vendors and volunteers who intend to resign provide advance notice and a reason for their decision.

### **308.14 ISSUED DATE**

- 02/18/2022

## Exhibit F

### **THE PRISON RAPE ELIMINATION (PREA) ACT**

All bidders **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

“ACCO shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to ACCO.” “ACCO will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to ACCO. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, ACCO’S employees will immediately follow the orders of the Facility Administrator or his/her designees.

ACCO shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision.”

**INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

## Exhibit G

### BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

#### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of ACCO's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by the County of Fresno, applicants' background checks must be approved prior to entering any County of Fresno facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represents a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

### Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County of Fresno building to identify the wearer as an individual who is authorized to enter County of Fresno facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County of Fresno facility is required, activation of the badge may take an additional 48 hours to complete.
2. The wearer will not escort or bring any other individuals into any County of Fresno facilities. County of Fresno issued ID badges are for the exclusive use of the individual named and pictured on the badge.
3. All ID badges will remain the property of the County of Fresno and are returnable upon demand or upon the expiration of the contract. ACCO will be responsible for collecting all ID badges issued and turning them in to the County of Fresno Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County of Fresno ID badges.
4. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.