

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of August, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and R.F. MacDonald Co., a California corporation, whose address is 4912 W. Jacquelyn Ave, Fresno, CA 93722 ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY has a need for a boiler inspection, maintenance, monitoring, testing, and repair program at COUNTY facilities;

WHEREAS, the City of Fresno released Request for Proposal (RFP) No. 9548, released on May 29, 2020 and closed on June 19, 2020 for Boiler Services and Testing Requirements, and awarded an agreement to R.F. MacDonald Co.;

WHEREAS, COUNTY is satisfied that the source selection method used by the City of Fresno complies with the requirements of the COUNTY's Purchasing Manual, and COUNTY's procurement requirements, and is in the best interest of the COUNTY; and

WHEREAS, CONTRACTOR is qualified and willing to perform a boiler inspection, maintenance, monitoring, and testing program for the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall communicate and coordinate all work with COUNTY Representative or his or her designee. The COUNTY Representative for the boilers listed under this Agreement will be the Facility Services Manager or his or her designee.

B. **Scheduled Inspection and Maintenance** – CONTRACTOR shall provide all parts, labor, supervision, tools, materials, equipment, travel charges, truck charges, fuel charges, permits, licenses, and all other related costs to perform all annual and monthly inspection, maintenance, monitoring, and testing of COUNTY-owned boiler systems as required by the San Joaquin Valley Air

1 Pollution Control District (SJVAPCD), and as detailed in Exhibit A, Scope of Services, attached and
2 incorporated by this reference.

3 C. Additional Services as Needed – Additional Services include upgrades, seasonal
4 tuning, replacement of Safety Relief Valves (SRVs), troubleshooting, or repairs. CONTRACTOR shall be
5 compensated for work completed and approved by the COUNTY as described in Section 5(B), herein.

6 D. Compliance With All Laws – CONTRACTOR acknowledges public funds will be
7 used to pay for the services performed under this Agreement, and that the facilities to be services
8 pursuant to this Agreement are owned by COUNTY, a governmental entity. In the work performed
9 pursuant to this Agreement, CONTRACTOR shall comply with, and ensure compliance by all
10 subcontractors with, all applicable laws and regulations, including the payment of prevailing wages
11 pursuant to Section 1770 et. seq. of the Labor Code, and as described herein. The work to be done on
12 this project will involve the inspection, maintenance, monitoring, testing, and repair of boiler systems and
13 related components. In accordance with Labor Code section 1770, et seq., the Director of the
14 Department of Industrial Relations of the State of California has determined the general prevailing
15 wages rates and employer payments for health and welfare pension, vacation, travel time and
16 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized
17 by Section 3093, and similar purposes applicable to the work to be done.

18 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
19 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.

20 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website
21 for the State of California – Department of Industrial Relations:

22 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

23 It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay not
24 less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
25 mechanics employed on this public work project, including those workers employed as apprentices.
26 Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and
27 1777.6 concerning the employment of apprentices.
28

1 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a penalty to COUNTY
2 Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than
3 the prevailing wage rates for the work or craft in which the worker is employed for any work done under
4 this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code
5 section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and
6 amount paid to each worker for each calendar day or portion thereof for which each worker was paid
7 less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

8 In accordance with California Labor Code Section 1776, CONTRACTOR and each subcontractor
9 that CONTRACTOR utilizes shall keep an accurate record showing the names, address, social security
10 number, work classification, straight time and overtime hours worked each day and week, and the actual
11 per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or
12 her in connection with this public work project. Each payroll record shall be certified and verified by a
13 written declaration under penalty of perjury stating that the information within the payroll record is true
14 and correct and that the CONTRACTOR or subcontractor complied with the requirements of Labor Code
15 sections 1771, 1811 and 1815 for any work performed by its employees on this public work project.
16 These records shall be open at all reasonable hours to inspection by the COUNTY, its officers and
17 agents, and to the representatives of the State of California – Department of Industrial Relations,
18 including but not limited to the Division of Labor Standards Enforcement.

19 2. OBLIGATIONS OF COUNTY

20 A. COUNTY shall compensate the CONTRACTOR as provided in Section 5 of this
21 Agreement, upon completion of work approved by the COUNTY.

22 B. COUNTY shall provide a "COUNTY Representative" who will represent the
23 COUNTY as set forth herein, and who will work with the CONTRACTOR in carrying out the provisions of
24 this Agreement.

25 3. TERM

26 The term of this Agreement shall be for a period of five (5) years, commencing on the Effective
27 Date, through and including the last day of the five-year period.

28 4. TERMINATION

1 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided
2 hereunder, are contingent on the approval of funds by the appropriating government agency. Should
3 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
4 any time without penalty by giving the CONTRACTOR thirty (30) days advance written notice.

5 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
6 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 10 4) Improperly performed service.

11 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
12 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
13 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
14 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
15 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
16 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
17 any such funds upon demand.

18 C. Without Cause - Under circumstances other than those set forth above, this Agreement
19 may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate
20 to CONTRACTOR.

21 5. COMPENSATION/INVOICING:

22 A. INSPECTION AND MAINTENANCE – CONTRACTOR’s compensation shall be based
23 on the services, materials, and parts provided at each boiler location as described in attached Exhibit B,
24 which is incorporated by this reference. COUNTY agrees to pay CONTRACTOR and CONTRACTOR
25 agrees to receive compensation for Annual Inspection and Preventative Maintenance, Monthly Emissions
26 Monitoring, and Source Testing in accordance with the rates described in Exhibit C, attached and
27 incorporated by this reference. These rates shall remain in effect for the duration of this Agreement. The
28 maximum total compensation for Annual Inspection and Preventative Maintenance, Monthly Emissions

1 Monitoring, and Source Testing shall not exceed \$1,075,000 for the entire five-year term of this Agreement.

2 B. ADDITIONAL SERVICES: CONTRACTOR shall not undertake any Additional
3 Services, including upgrades, seasonal tuning, replacement of SRVs, troubleshooting, or repairs without
4 the advance written authorization of the COUNTY Representative. Diagnostic and repair services for the
5 first three (3) years will be charged at an hourly rate of \$175 per hour during regular working hours from
6 8:00 AM until 5:00 PM, Monday through Friday, excluding holidays, and at an hourly rate of \$265 per hour
7 during overtime, COUNTY holiday hours, or any hours outside of regular working hours as specified in
8 Exhibit "A." For years four (4) and five (5), these rates will be \$201 and \$275, respectively.

9 The maximum total compensation amount for additional services shall not exceed \$925,000 for the
10 entire five-year term of the Agreement. Additional facilities and boilers may be added to this Agreement at a
11 later date with the mutual approval of both parties.

12 C. In no event shall compensation paid for services performed under this Agreement
13 exceed \$2,000,000 during the total five-year term of this Agreement. CONTRACTOR shall submit monthly
14 invoices referencing the provided contract number via mail, in triplicate to the County of Fresno, ISD –
15 Facility Services Division, 4590 E. Kings Canyon, Fresno, CA 93702 and/or electronically to
16 isdbusinessoffice@fresnocountyca.gov. CONTRACTOR shall provide invoices for services performed
17 under INSPECTION AND MAINTENANCE, and separate invoices for services performed under
18 ADDITIONAL SERVICES. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of an
19 approved invoice.

20 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
21 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
22 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
23 times be acting and performing as an independent contractor, and shall act in an independent capacity and
24 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
25 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
26 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
27 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
28 terms and conditions thereof.

1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
2 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

3 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
4 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
5 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
6 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
7 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
8 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
9 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

10 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
11 written consent of all the parties without, in any way, affecting the remainder.

12 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
13 their rights or duties under this Agreement without the prior written consent of the other party.

14 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
15 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
16 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
17 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
18 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
20 or corporation who may be injured or damaged by the performance, or failure to perform, of
21 CONTRACTOR, its officers, agents, or employees under this Agreement.

22 The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

23 10. INSURANCE

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
25 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
26 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
27 Joint Powers Agreement (JPA) throughout the term of the Agreement:
28

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
10 used in connection with this Agreement.

11 C. Professional Liability

12 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

15 D. Worker's Compensation

16 A policy of Worker's Compensation insurance as may be required by the California Labor
17 Code.

18 Additional Requirements Relating to Insurance

19 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
24 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
2 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

3 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
6 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that
7 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
8 agents and employees will not be responsible for any premiums on the policies; that for such worker's
9 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
10 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
11 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
12 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
13 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
14 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
15 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
16 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
17 days advance, written notice given to COUNTY.

18 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
19 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
20 Agreement upon the occurrence of such event.

21 All policies shall be issued by admitted insurers licensed to do business in the State of California,
22 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
23 FSC VII or better.

24 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours,
25 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
26 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,
27 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
28 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

1 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
2 the examination and audit of the California State Auditor for a period of three (3) years after final payment
3 under contract (Government Code Section 8546.7).

4 12. NOTICES: The persons and their addresses having authority to give and receive notices
5 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	R.F. MacDonald Co.
Director of Internal Services/CIO	4912 W. Jacquelyn Avenue
333 W. Pontiac Way	Fresno, CA 93722
Clovis, CA 93612	

9 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
10 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
11 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
12 personal service is effective upon service to the recipient. A notice delivered by first-class United States
13 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
14 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
15 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
16 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
17 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
18 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
19 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
20 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
21 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
22 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
23 beginning with section 810).

24 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
25 only be in Fresno County, California.

26 The rights and obligations of the parties and all interpretation and performance of this Agreement
27 shall be governed in all respects by the laws of the State of California.

28 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

1 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
2 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
3 to operate as a corporation.

4 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
5 that they are a party to while CONTRACTOR is providing goods or performing services under this
6 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
7 and in which one or more of its directors has a material financial interest. Members of the Board of
8 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
9 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
10 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
11 immediately thereafter.

12 15. CONTRACTOR acknowledges that the Juvenile Justice Campus ("JJC"), the County Jail
13 facilities, and other facilities that will be serviced by this Agreement, have been acquired or improved
14 (and is situated on land that has been acquired) using net proceeds of governmental tax-exempt bonds
15 ("Bond-Financed Facility"). CONTRACTOR agrees that, with respect to this Agreement and the Bond-
16 Financed Facility, CONTRACTOR is not entitled to take, and shall not take, any position (also known as
17 a "tax position") with the Internal Revenue Service that is inconsistent with being a "service provider" to
18 the COUNTY, as a "qualified user" with respect to the Bond-Financed Facility, as "managed property,"
19 as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13,
20 as applicable, and to that end, for example, and not as a limitation, CONTRACTOR agrees that
21 CONTRACTOR shall not, in connection with any federal income tax return that they file with the Internal
22 Revenue Service or any other statement or information that it provides to the Internal Revenue Service,
23 (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any
24 depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44)
25 or amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13),
26 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

27 16. ELECTRONIC SIGNATURES

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

1 this section. An “electronic signature” means any symbol or process intended by an individual signing
2 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
3 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
4 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
5 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
6 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
7 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
8 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
10 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
11 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
12 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
13 conditioned upon the parties conducting the transactions under it by electronic means and either party
14 may sign this Agreement with an original handwritten signature.

15 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
16 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
17 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
18 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR John**
5  **Garcia**
6 Digitally signed by John Garcia
DN: cn=John Garcia, o=US, ou=R.F.
MacDonald Co.,
email=john.garcia@rfmacdonald.com
Date: 2022.06.22 17:36:53 -0700

(Authorized Signature)
John Garcia VP of Service & Operations

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

7 **Print Name & Title**
8 25920 Eden Landing Rd.
9 Hayward, CA 94545

10 **Mailing Address**

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

11
12
13
14
15 By: 
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund: 1045
18 Subclass: 10000
19 ORG: 8935
20 Account: 7205
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Exhibit A - Scope of Work

Monthly Maintenance

- Combustion and Controls
 - Inspect all actuators and motors for abnormal operation
 - Inspect atomizing media equipment
 - Inspect boiler and burner components for wear
 - Inspect burner flame pattern
 - Inspect firing rate control
 - Inspect flue, vent, stack, and outlet dampers
 - Inspect fuel train(s), regulator(s), and valves
 - Inspect gauges, monitors, and indicators
 - Inspect inlet and outlet dampers
 - Inspect instruments and equipment settings
 - Inspect linkage, drive arms, and damper connections for wear
 - Inspect pilot and main fuel flame signal strength
 - Inspect pilot line, regulators, and valves
 - Inspect the blower motor operation
 - Test and reset combustion
 - Secondary fuel tune-up (Available upon request)
- Fireside
 - Inspect boiler for visible signs of hot spots and discoloration
- Waterside
 - Blow down the gauge glass assembly
 - Inspect the safety relief valves for leakage
 - Inspect the feed water valve and controls for operation
 - Inspect water column and gauge glass for wear and etching
 - Test water column water level ports

Bi-Annual Maintenance (in addition to above)

- Combustion and Controls
 - Inspect all lights, indicators, and alarms for functionality
 - Inspect igniter for damage and wear
 - Perform a pilot turndown test
 - Perform leak test on pilot and fuel train(s)
 - Test flame failure detection system for pilot and main fuel(s)
- Waterside
 - Inspect blowdown valves and equipment for leakage and wear
 - Perform a slow drain test on low water cutoff

Annual Maintenance (in addition to above)

- Combustion and Controls

- Inspect and clean all burner traps and strainers
- Inspect fuel nozzles and fuel outlet orifices
- Inspect diffuser positioning
- Test and verify firing rate control set points
- Test flame failure safety shutdown timing
- Test fuel train(s) interlocks
- Test high and low fuel temperature/pressure interlocks
- Inspect main fuel safety shutoff and vent valves for leakage
- Inspect the diffuser and burner components for wear
- Test atomizing medium interlocks and set points
- Test burner position interlocks
- Test combustion air proving switch
- Test damper position interlocks
- Test operating and high limit control functionality
- Test trial for ignitions and full sequencing timing
- Fireside
 - Inspect attaching mechanisms and open all access doors
 - Inspect fireside of boiler and clean debris or soot as required
 - Inspect the refractory and insulation for wear
- Waterside
 - Drain boiler, open manholes and handholes for inspection
 - Inspect and flush waterside of boiler
 - Inspect PV for cracks, visible corrosion, and scale
 - Open and inspect internals of low water cutoff equipment
 - Test safety relief valves for proper operation (as requested)
 - Inspect and flush pressure control tree as needed

Exhibit B - County Boiler Locations

Location	Unit Description		
309 UMC Boiler Plant 445 S. Cedar, Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CBL-200-300-150	OL095983
	Cleaver Brooks	CBL-200-300-151	OL095985
340 Intake Building DSS 4468 E. Kings Canyon, Fresno	Manufacturer	Model Number	Serial Number
	Ajax Boiler	WG-675	74-28115
415 Ag -Weights and Measures 4535 E. Hamilton, Fresno	Manufacturer	Model Number	Serial Number
	Teledyne Laars	K-250-H	7590251
437 DPH 2nd Floor 4525 E. Hamilton, Fresno	Manufacturer	Model Number	Serial Number
	Camus DynaMax	DMNH-0701-M50-HL	052029463
607 Main Jail 1225 M Street, Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CFH	16021100010126
	Cleaver Brooks	CFH	16021100010129
	Cleaver Brooks	CFH	16021100010127
	Cleaver Brooks	FLX	O14841-1-1
	Cleaver Brooks	FLX	O14841-1-2
	Cleaver Brooks	CFC	16010330110290
	Cleaver Brooks	CFC	16010330110286
	Cleaver Brooks	CFC	16010330110283
	Cleaver Brooks	CFC	16010330110291
	Cleaver Brooks	CFC	16010330110292
	Cleaver Brooks	SMP Deaerator	014841-2-1
610 Plaza Building 2220 Tulare, Fresno	Manufacturer	Model Number	Serial Number
	Patterson Kelly	Thermific N2000-2	CR14-05-27762
	Patterson Kelly	Thermific N2000-3	CR14-05-27751
	Patterson Kelly	Thermific N2000-4	CR25-05-28179
	Patterson Kelly	Thermific N2000-5	CR25-05-28176
611 Brix Building 1221 Fulton Mall, Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CFC-E	604297800272
	Cleaver Brooks	CFC-E	604297800270

630 Central Kitchen 200 North H. St., Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CFH	MB 1394
	Cleaver Brooks	CFH	MB 1395
712 JJC Central Plant 3333 E. American Ave, Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CEVV-700-500-125	OL103686
	Cleaver Brooks	CEVV-700-500-125	OL103687
	Cleaver Brooks	CEVV-700-500-125	OL103688
	Fulton	TCS 9.5	AR665255
	Fulton	TCS 9.5	AR665226
	Fulton	TCS 9.5	AR665260
	Fulton	TCS 9.5	AR665261
	Fulton	TCS 9.5	AR665263
	Fulton	TCS 9.5	AR665252
	Fulton	TCS 9.5	AR665254
	Fulton	TCS 9.5	AR665245
	Fulton	TCS 9.5	AR665246
	Fulton	TCS 9.5	AR665262
	Fulton	TCS 9.5	AR665248
	Fulton	TCS 9.5	AR665233
Fulton	TCS 9.5	AR665239	
Fulton	TCS 9.5	AR665234	
800 Central Library 2420 Mariposa, Fresno	Manufacturer	Model Number	Serial Number
	Hamilton Engineering	HVHN1800/CHN1800	N952783
802 Woodward Park Library 944 E Perrin Ave, Fresno	Manufacturer	Model Number	Serial Number
	Fulton	PWH-1000	94701
864 Crocker Building 2135 Fresno Street, Fresno	Manufacturer	Model Number	Serial Number
	Cleaver Brooks	CFH	16020004010005

Exhibit C - R.F. MacDonald Boiler Rates

Time and Materials service requests labor rates

For years 1-3

Standard time labor rates	\$175.00/hr
Overtime labor rates	\$265.00/hr
Double time labor rates	\$265.00/hr

For years 4-5

Standard time labor rates	\$201.00/hr
Overtime labor rates	\$275.00/hr
Double time labor rates	\$275.00/hr

University Medical Center

Cleaver-Brooks CBL-200-300-150 SN OL095983

Cleaver-Brooks CBL-200-300-150 SN OL095985

Year 1	Rate	Total
Boiler annual services (each boiler)	\$7,145.00	\$14,290.00
Boiler bi-annual tunings per boiler per visit	\$1,050.00	\$4,200.00
Emission monitoring per boiler per month	\$275.00	\$6,600.00
Year 2		
Boiler annual services (each boiler)	\$7,290.00	\$14,580.00
Boiler bi-annual tunings per boiler per visit	\$1,082.00	\$4,328.00
Emission monitoring per boiler per month	\$280.00	\$6,720.00
Year 3		
Boiler annual services (each boiler)	\$7,439.00	\$14,878.00
Boiler bi-annual tunings per boiler per visit	\$1,115.00	\$4,460.00
Emission monitoring per boiler per month	\$285.00	\$6,840.00
Year 4		
Boiler annual services (each boiler)	\$7,591.00	\$15,182.00
Boiler bi-annual tunings per boiler per visit	\$1,150.00	\$4,600.00
Emission monitoring per boiler per month	\$290.00	\$6,960.00
Year 5		
Boiler annual services (each boiler)	\$7,746.00	\$15,492.00
Boiler bi-annual tunings per boiler per visit	\$1,186.00	\$4,744.00
Emission monitoring per boiler per month	\$295.00	\$7,080.00
Source Testing		
Pre tune boilers and provide 3rd party testing agency	\$5,200.00	\$10,400.00
Total for 5 Years		\$141,354.00

Intake Building DSS

AJAX WG-675 SN 74-28115

Year 1	Total
Boiler annual service & tuning	\$3,886.00

Year 2	
Boiler annual service & tuning	\$3,975.00
Year 3	
Boiler annual service & tuning	\$4,067.00
Year 4	
Boiler annual service & tuning	\$4,162.00
Year 5	
Boiler annual service & tuning	\$4,259.00
Total for 5 Years	\$20,349.00

Ag Weights & Measures

Teledyne Larrs K-250-H SN 7590251

Year 1	Total
Boiler annual service & tuning	\$1,623.00
Year 2	
Boiler annual service & tuning	\$1,674.00
Year 3	
Boiler annual service & tuning	\$1,725.00
Year 4	
Boiler annual service & tuning	\$1,779.00
Year 5	
Boiler annual service & tuning	\$1,835.00
Total for 5 Years	\$8,636.00

DPH 2nd Floor

Camus DynaMax DMNH-0701-M50-HL SN 052029463

Year 1	Total
Boiler annual service & tuning	\$1,748.00
Year 2	
Boiler annual service & tuning	\$1,802.00
Year 3	
Boiler annual service & tuning	\$1,857.00
Year 4	
Boiler annual service & tuning	\$1,915.00
Year 5	
Boiler annual service & tuning	\$1,947.00
Total for 5 Years	\$9,269.00

Main Jail

Cleaver-Brooks CFH-50 SN 16021100010126

Cleaver-Brooks CFH-50 SN 16021100010129

Cleaver-Brooks CFH-50 SN 16021100010127

Cleaver-Brooks FLX SN 014841-1-1

Cleaver-Brooks FLX SN 014841-1-2

Cleaver-Brooks CFC-E SN 16010330110286

Cleaver-Brooks CFC-E SN 16010330110283

Cleaver-Brooks CFC-E SN 16010330110291

Cleaver-Brooks CFC-E SN 16010330110290

Cleaver-Brooks CFC-E SN 16010330110292

Cleaver-Brooks SMP-300 Deaerator SN 014841-2-1

Year 1

	Rate	Total
Annual service on ten (10) boilers	\$41,638.00	\$41,638.00
Bi-annual combustion tunings per visit (10 boilers)	\$5,906.00	\$11,812.00
DA annual services	\$1,705.00	\$1,705.00

Year 2

Annual service on ten (10) boilers	\$42,925.00	\$42,925.00
Bi-annual combustion tunings per visit (10 boilers)	\$5,906.00	\$11,812.00
DA annual services	\$1,757.00	\$1,757.00

Year 3

Annual service on ten (10) boilers	\$44,253.00	\$44,253.00
Bi-annual combustion tunings per visit (10 boilers)	\$5,906.00	\$11,812.00
DA annual services	\$1,812.00	\$1,812.00

Year 4

Annual service on ten (10) boilers	\$45,622.00	\$45,622.00
Bi-annual combustion tunings per visit (10 boilers)	\$5,906.00	\$11,812.00
DA annual services	\$1,868.00	\$1,868.00

Year 5

Annual service on ten (10) boilers	\$47,033.00	\$47,033.00
Bi-annual combustion tunings per visit (10 boilers)	\$5,906.00	\$11,812.00
DA annual services	\$1,925.00	\$1,925.00

Total for 5 Years

\$289,598.00

Plaza Building

Patterson Kelly Thermific N2000-2 SN CR14-05-27762

Patterson Kelly Thermific N2000-3 SN CR14-05-27751

Patterson Kelly Thermific N2000-4 SN CR14-05-28179

Patterson Kelly Thermific N2000-5 SN CR14-05-28176

Year 1

	Total
Boiler annual service & tuning	\$6,494.00

Year 2

Boiler annual service & tuning	\$6,626.00
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Year 3

Boiler annual service & tuning	\$6,761.00
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Year 4

Boiler annual service & tuning	\$6,899.00
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Year 5

Boiler annual service & tuning	\$7,040.00
Total for 5 Years	\$33,820.00

Brix Building

Cleaver-Brooks CFC-E SN 604297800272

Cleaver-Brooks CFC-E SN 604297800270

	Total
Year 1	
Boiler annual service & tuning	\$2,706.00
Year 2	
Boiler annual service & tuning	\$2,789.00
Year 3	
Boiler annual service & tuning	\$2,875.00
Year 4	
Boiler annual service & tuning	\$2,965.00
Year 5	
Boiler annual service & tuning	\$3,056.00
Total for 5 Years	\$14,391.00

Central Kitchen

Cleaver-Brooks CFH-700-050 SN MB001394

Cleaver-Brooks CFH-700-050 SN MB001395

	Rate	Total
Year 1		
Boiler annual service	\$3,788.00	\$3,788.00
Bi-annual combustion tuning	\$1,621.00	\$3,242.00
Year 2		
Boiler annual service	\$3,905.00	\$3,905.00
Bi-annual combustion tuning	\$1,671.00	\$3,342.00
Year 3		
Boiler annual service	\$4,025.00	\$4,025.00
Bi-annual combustion tuning	\$1,723.00	\$3,446.00
Year 4		
Boiler annual service	\$4,150.00	\$4,150.00
Bi-annual combustion tuning	\$1,776.00	\$3,552.00
Year 5		
Boiler annual service	\$4,278.00	\$4,278.00
Bi-annual combustion tuning	\$1,832.00	\$3,664.00
Total for 5 Years		\$37,392.00

Juvenile Justice Central Plant

Cleaver-Brooks CEVV-700-500-125 SN OI03686

Cleaver-Brooks CEVV-700-500-125 SN OI03687

Cleaver-Brooks CEVV-700-500-125 SN OI03688

	Rate	Total
Year 1		
Boiler annual services	\$12,772.00	\$38,316.00
Bi-annual combustion tuning	\$2,100.00	\$12,600.00
Emissions monitoring per month per boiler	\$270.00	\$9,720.00
Year 2		
Boiler annual services	\$13,167.00	\$39,501.00
Bi-annual combustion tuning	\$2,100.00	\$12,600.00
Emissions monitoring per month per boiler	\$275.00	\$9,900.00
Year 3		
Boiler annual services	\$13,574.00	\$40,722.00
Bi-annual combustion tuning	\$2,100.00	\$12,600.00
Emissions monitoring per month per boiler	\$280.00	\$10,080.00
Year 4		
Boiler annual services	\$13,994.00	\$41,982.00
Bi-annual combustion tuning	\$2,100.00	\$12,600.00
Emissions monitoring per month per boiler	\$285.00	\$10,260.00
Year 5		
Boiler annual services	\$14,426.00	\$43,278.00
Bi-annual combustion tuning	\$2,100.00	\$12,600.00
Emissions monitoring per month per boiler	\$290.00	\$10,440.00
Source Testing		
Pre tune boilers and provide 3rd party testing agency	\$5,200.00	\$15,600.00
Total for 5 Years		\$332,799.00

Fulton TCS 9.5 SN AR665255

Fulton TCS 9.5 SN AR665226

Fulton TCS 9.5 SN AR665260

Fulton TCS 9.5 SN AR665261

Fulton TCS 9.5 SN AR665263

Fulton TCS 9.5 SN AR665252

Fulton TCS 9.5 SN AR665254

Fulton TCS 9.5 SN AR665245

Fulton TCS 9.5 SN AR665246

Fulton TCS 9.5 SN AR665262

Fulton TCS 9.5 SN AR665248

Fulton TCS 9.5 SN AR665233

Fulton TCS 9.5 SN AR665239

Fulton TCS 9.5 SN AR665234

	Total
Year 1	
Boiler annual service	\$15,154.00
Bi-annual combustion tuning	\$13,000.00
Year 2	
Boiler annual service	\$15,622.00
Bi-annual combustion tuning	\$13,402.00
Year 3	

Boiler annual service	\$16,105.00
Bi-annual combustion tuning	\$13,816.00
Year 4	
Boiler annual service	\$16,603.00
Bi-annual combustion tuning	\$14,243.00
Year 5	
Boiler annual service	\$17,117.00
Bi-annual combustion tuning	\$14,685.00
Total for 5 Years	\$149,747.00

Central Library

Hamilton Engineering HVHN1800/CHN1800 SN N952783

Year 1	Total
Boiler annual service & tuning	\$1,623.00
Year 2	
Boiler annual service & tuning	\$1,674.00
Year 3	
Boiler annual service & tuning	\$1,725.00
Year 4	
Boiler annual service & tuning	\$1,779.00
Year 5	
Boiler annual service & tuning	\$1,834.00
Total for 5 Years	\$8,635.00

Woodward Park Library

Fulton Pulse PWH-10000 SN 94701

Year 1	Total
Boiler annual service & tuning	\$1,380.00
Year 2	
Boiler annual service & tuning	\$1,423.00
Year 3	
Boiler annual service & tuning	\$1,467.00
Year 4	
Boiler annual service & tuning	\$1,512.00
Year 5	
Boiler annual service & tuning	\$1,559.00
Total for 5 Years	\$7,341.00

Crocker Building

Cleaver-Brooks CFH-700-050 SN 16020004010005

Year 1	Total
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Boiler annual service & tuning Year 2	\$3,982.00
Boiler annual service & tuning Year 3	\$4,105.00
Boiler annual service & tuning Year 4	\$4,188.00
Boiler annual service & tuning Year 5	\$4,318.00
Boiler annual service & tuning	\$4,406.00
Total for 5 Years	\$20,999.00

Total for Entire 5-year Quote

\$1,074,330.00

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

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