



- 1 • Satellite Jail (Not Currently in Use) 110 "M" Street, Fresno, CA 93721
- 2 • Sheriff's Administrative Building 2200 Fresno Street, Fresno, CA 93721
- 3 • Additional locations may be mutually agreed upon for services upon the opening of the West
- 4 Annex Jail, located on the same COUNTY footprint/square block as the Main and North Jails
- 5 (the current parking lot) or at other future locations.
- 6 • Should COUNTY represent, at any time, that any of the locations identified herein no longer
- 7 exist, or no longer require CONTRACTOR's services, or should new locations become available
- 8 and require CONTRACTOR's services, such as the West Annex Jail, which is set to open in
- 9 2020, COUNTY may, and CONTRACTOR will therefore, agree to amend this Agreement and the
- 10 attached Exhibits, to provide for reductions or additions of service, or for a change in location of
- 11 services.

12 1. OBLIGATIONS OF THE CONTRACTOR

13 CONTRACTOR shall provide the below listed services:

14 A. Provide all required labor and material to perform all work outlined in the

15 maintenance service plan contained in Exhibit B, which is attached hereto and incorporated herein by

16 this reference. Provide all testing and verification of systems and equipment to meet the requirements

17 of all regulatory agencies. CONTRACTOR will provide fire and life safety, security, MATV and

18 pneumatic systems maintenance, repairs, and service, to keep the foregoing systems and equipment

19 functioning and operational.

20 B. Provide 24-hour service, maintenance and repair, as described in sections 1.(C)

21 and 1.(D) of this Agreement, upon COUNTY's request to address Critical Malfunctions in the specified

22 systems indicated below. A "Critical Malfunction" is defined as a malfunction which renders inoperative

23 any part of the security system deemed to be responsible for maintaining security or safety within any

24 area of the County that CONTRACTOR is servicing, pursuant to this Agreement. The affected systems,

25 which if impacted or are non-operational will result in a Critical Malfunction, include, but are not limited

26 to, the following:

27 i. C.C.T.V.

28 Any camera or monitor providing primary surveillance to any area of a

- 1 facility. (Example: Sallyport Cameras)
- 2 ii. Housing Intercom System
- 3 a. Any intercom component providing primary voice
- 4 communications to a remotely operated door or area, with no
- 5 adjacent redundancy. (Example: staff entrance)
- 6 b. Any intercom component providing primary voice
- 7 communication to and from any inmate holding cell or area
- 8 that is isolated or locked. (Example: Administrative
- 9 Segregation cells).
- 10 iii. [Intentionally Omitted]
- 11 iv. Guard Security to Housing Intercoms
- 12 A critical malfunction is deemed to occur when intercom component
- 13 providing primary voice communication to and from any inmate area
- 14 that is isolated or locked is out of service. (Example: Administrative
- 15 Segregation cells)
- 16 v. Integrated Security and Fire Alarm System
- 17 a. Any panic alarm malfunction
- 18 b. Any door alarm malfunction
- 19 c. Any fire alarm malfunction
- 20 d. Any door control system malfunction
- 21 vi. Control Console Graphic Display
- 22 a. Any malfunction rendering inoperable fire zone status.
- 23 b. Any malfunction rendering inoperable remotely operated door
- 24 status information.
- 25 vii. Administrative Intercom System
- 26 All components providing communication to and from a fixed staff post.
- 27 (Example: Tunnel Security Station)
- 28 viii. Central Processing Unit ("CPU") failures of:

1 CPU in door control, Fire Alarm Panel & NVR's.

2 ix. Any Uninterruptible Power Supply ("UPS") failure

3 x. Metal Detectors

4 Repair upon request malfunctions to any and all facility metal detectors  
5 and calibration as needed. Metal detectors are located in each of the  
6 detention facility lobbies, booking area and on all housing floors.

7  
8 C. CONTRACTOR agrees to respond to Critical Malfunctions as follows:

9 i. Provide a 24-hour number for reporting malfunctions.

10 ii. Monday through Friday between 8:00 a.m. and 5:00 p.m., respond within 15  
11 minutes by phone and 45 minutes on site, from the time the 24-hour  
12 number is notified of the malfunction.

13 iii. On all other days or times respond within 30 minutes by phone and within one  
14 (1) hour on site, from the time the 24-hour number is notified of the  
15 malfunction.

16 iv. Complete the repairs, replacements, and maintenance, making the critical  
17 equipment and systems operational, within four (4) hours of when  
18 CONTRACTOR begins work.

19 D. In regards to Critical Malfunctions, CONTRACTOR is responsible for maintenance  
20 of, repair of, and purchasing parts on demand for malfunctioning critical equipment and systems.

21 E. CONTRACTOR will provide routine repair for Non-Critical Malfunctions in specified  
22 systems indicated below. A "Non-Critical Malfunction" is defined as follows: A malfunction of equipment  
23 which in and of itself does not render inoperative any other part of the security system and which is not, in  
24 the sole discretion of the Sheriff-Coroner, or her/his designee, a threat to security or safety in the facilities or  
25 otherwise a Critical Malfunction. Those affected systems are as follows:

26 i. Closed Circuit Television (C.C.T.V.)

27 Any camera or monitor providing redundant surveillance to any area of  
28 the facility. (Example: Gym Cameras)

- 1                   ii.     Housing Intercom System
- 2                   a.     All functions of the housing paging system.
- 3                   b.     All functions of the housing program system.
- 4                   c.     Any intercom component providing secondary voice
- 5                         communication to any area of the facility.
- 6                   iii.    [Intentionally Omitted]
- 7                   iv.    Floor Security Station to Individual Housing Intercoms
- 8                         When less than three (3) of six (6) intercoms are simultaneously
- 9                         malfunctioning on any one housing floor.
- 10                  v.     Master Paging and Program System
- 11                         All functions of this system.
- 12                  vi.    M.A.T.V. (Master Antenna Television)
- 13                         All functions of this system.
- 14                  vii.   Pneumatic Tube System
- 15                         All components of this system considered non-critical malfunctions
- 16                         when inoperative.

17

18                   F.     CONTRACTOR is responsible to have a ready and accessible inventory of spare parts

19 necessary to repair or replace malfunctioning equipment and make operable Non-Critical Malfunctions

20 within ten (10) working days of receipt of written notification from COUNTY. CONTRACTOR shall

21 provide COUNTY a list of spare parts necessary to maintain Non-Critical Malfunctions according to this

22 standard. During the term of this Agreement, COUNTY, through its Sheriff-Coroner, her/his designee,

23 has the right to require CONTRACTOR to add items to the spare parts inventory, as may be necessary

24 to satisfy performance standards.

25                   G.     COUNTY, through its Sheriff-Coroner, or her/his designee, shall have sole discretion

26 to determine whether any malfunction or failure of the system or underlying equipment is a Critical

27 Malfunction or a Non-Critical Malfunction, and CONTRACTOR will accept the reasonable determination of

28 the Sheriff-Coroner, or her/his designee, regarding the nature of the malfunction and treat said malfunction

1 accordingly.

2 H. The integrity of the Pneumatic Tube System will be examined in its entirety on a  
3 quarterly, i.e. at least every three (3) months, basis. Preventive Maintenance adjustment action will be  
4 implemented to the following major systems components, and repairs will be initiated, where warranted:

5 i. Blower Package

- 6 a. Turbine and associated controls.
- 7 b. Operation of control board and examination of power and  
8 control relays.
- 9 c. Operation of printed circuit board.
- 10 d. Tightness of hardware.

11 ii. Diverter

- 12 a. Motor drive units and controls.
- 13 b. All sensors associated with positioning and carrier passage.
- 14 c. Operation of the P.C. Board.
- 15 d. Cleaning of the diverter.
- 16 e. All necessary mechanical and electronic alignments.

17 iii. Stations

- 18 a. Motor drive units and controls.
- 19 b. All sensors associated with each slidegate/dispatcher and  
20 carrier detection.
- 21 c. Operation of the P.C. Board and Display.
- 22 d. Tightness of the drive.
- 23 e. Tightness of all hardware.
- 24 f. All necessary mechanical and electronic requirements.

25 iv. Carriers

- 26 a. Examine the integrity of each carrier for structural preservation.
- 27 b. Replace as required.

28 v. Computer

- a. Check all pertinent operational functions.
- b. Examine each printed circuit board for operational integrity.
- c. Clean unit to eliminate the buildup of debris.

I. CONTRACTOR shall provide to the Jail Bureau Commander a report each month which shall include a description of all work performed, status of parts inventory, detail on after hours calls, status of preventative maintenance schedule, copies of all written communications, meeting minutes and any recommendations CONTRACTOR may have. The Jail Bureau Commander may request, and CONTRACTOR will provide, additional information to be provided in reports delineated in this paragraph.

J. CONTRACTOR agrees to, and will provide, technical services requirements, e.g. preventative maintenance, as follows:

- i. SERVICE AVAILABILITY: CONTRACTOR must provide maintenance coverage as defined herein and structure a maintenance service plan as defined in Exhibit B.
- ii. STAFF QUALIFICATIONS: CONTRACTOR must certify that the staff CONTRACTOR assigns are technically competent and qualified to perform the work controlled or provided pursuant to this agreement. COUNTY may request and shall receive a replacement Service Technician within five (5) days if there are concerns with the technical qualifications of any Service Technician CONTRACTOR has assigned.
- iii. REQUEST FOR SERVICE: Access to maintenance support must be through a continuously staffed (toll free 24/7) dispatch telephone number. All calls to the dispatch number will be answered by a human being. CONTRACTOR agrees and promises that COUNTY's calls to the dispatch telephone number will not be met by a busy signal or an answering machine/non-human being and that hold time on a call to dispatch will average 30 seconds or less. COUNTY will consider alternative methods of contact and/or dispatch related communications, as provided by CONTRACTOR. However, those methods must be approved by COUNTY,

1 in writing, through the Sheriff-Coroner or her/his designee.

- 2 iv. RESPONSE TO SERVICE REQUEST: CONTRACTOR's Service  
3 Technician must be on-site to begin maintenance service on repair  
4 action within two (2) hours from the time COUNTY receives a dispatch  
5 received notification. This shall not affect the time limitations discussed in  
6 Sections 1.(C) and (D) of this Agreement with respect to Critical  
7 Malfunctions.
- 8 v. ESCALATION PROCEDURE: The escalation procedure shall have three  
9 levels. The escalation procedure shall commence at level 1 and move  
10 through level 3. The timing between escalation levels is at COUNTY's sole  
11 discretion, to be determined by the Sheriff-Coroner or her/his designee.  
12 COUNTY shall inform CONTRACTOR's personnel reviewing the problem of  
13 their intention to escalate to the next level.

14 a. Level 1

- 15 1. On duty Sergeant or Lieutenant makes notification to on duty  
16 Technician to address problem.
- 17 2. On duty Sergeant or Lieutenant makes notification to  
18 afterhours Technician or Emergency Dispatch (559) 276-  
19 2600 to address problem.

20 b. Level 2

21 On duty Sergeant or Lieutenant notifies CONTRACTOR's Senior  
22 Technician of the failure to resolve problem and delay of service  
23 restoration.

24 c. Level 3

25 On duty Sergeant or Lieutenant notifies Contract Administrator of  
26 failure to resolve problem and delay of service restoration.

27 d. Response

- 28 1. Once CONTRACTOR's service personnel become aware of



1 a potential delay in service restoration, the following steps will  
2 be taken:

- 3 a) CONTRACTOR will inform the Sheriff's  
4 Office staff of proposed corrective plan of action.
- 5 b) Sheriff's Office staff and the CONTRACTOR will  
6 mutually agree on corrective action to be taken.
- 7 c) CONTRACTOR will utilize all means at its  
8 disposal to remedy all disruptions in service  
9 locally.
- 10 d) When necessary, CONTRACTOR will enlist  
11 the assistance of all local, district, or corporate  
12 engineering and technical support personnel to  
13 resolve and minimize any delays or disruptions in  
14 service restoration.

15 2. If it is determined that parts, components, software, etc., are  
16 unavailable locally CONTRACTOR will inform the Sheriff's  
17 Office of the estimated time to complete repairs and use all  
18 means available to secure the parts.

19 vi. **PROBLEM DETERMINATION:** In response to a request for  
20 assistance, if CONTRACTOR determines that the source or cause of the  
21 outage is not in the equipment covered under this Agreement, or if  
22 multiple causes are possible, CONTRACTOR must work with and assist  
23 COUNTY Support Staff to achieve a problem resolution. COUNTY  
24 requires CONTRACTOR, in a problem management process, to  
25 communicate what the appropriate contacts are on a timely basis and  
26 undertake reasonable action steps to achieve problem resolution, even if  
27 the responsibility for the final corrective action is with another party.

28 vii. **PARTS SPECIFICATION:** All parts supplied must be new

1 replacement parts or, if new replacement parts are no longer  
2 manufactured, refurbished parts will be supplied. CONTRACTOR must  
3 supply parts, which match the Engineering Change ("EC") level of the  
4 failed machine, as released by the equipment manufacturer, as this is  
5 essential for optimum machine performance and reliability.

6 viii. PARTS AVAILABILITY: CONTRACTOR will purchase parts on demand.

7 x. ENGINEERING CHANGES: CONTRACTOR must monitor and initiate  
8 actions to ensure that all EC's provided under this agreement are fitted  
9 as released by the manufacturer. CONTRACTOR shall coordinate the  
10 work through Jail management. CONTRACTOR shall manage all specs  
11 of applying EC's, including aspects such as software upgrades and  
12 microcode changes. CONTRACTOR guarantees recertification of the  
13 equipment by the manufacturer.

14 xi. PREVENTATIVE MAINTENANCE: CONTRACTOR, through  
15 the coordination of its Senior Service Technician, must perform  
16 preventive maintenance on the equipment as recommended by  
17 the manufacturer and according to manufacturing specifications and/or  
18 recommendations. The schedule for this service will be  
19 coordinated with COUNTY, through the Jail Services Sergeant.

20 xii. PREDICTIVE MAINTENANCE: CONTRACTOR must confer  
21 with COUNTY to establish performance criteria for the equipment and  
22 implement a schedule of performance and quality checks. When a  
23 potential problem is identified, CONTRACTOR will schedule the  
24 appropriate corrective maintenance with the Jail Services Sergeant and  
25 perform the work as planned.

26 xiii. EQUIPMENT MANUFACTURER RECERTIFICATION:  
27 Whenever manufacturer recertification is necessary, CONTRACTOR  
28 guarantees and will ensure recertification of all equipment

1 CONTRACTOR is providing or is maintaining and that such  
2 recertification will be provided in writing, by the original equipment  
3 manufacturer, all at CONTRACTOR's sole and completed expense.  
4 CONTRACTOR promises and will ensure that maintenance  
5 CONTRACTOR provides will not result in the manufacturer canceling  
6 warranties or support, when applicable, in relation to any of the  
7 equipment or software provided or maintained, pursuant to this  
8 Agreement. If due to recertification, the manufacturer of the equipment is  
9 requires onsite supervision or labor to maintain said certification, that  
10 labor, if billed to CONTRACTOR by a manufacturer, will be paid by  
11 COUNTY, upon the approval of the Sheriff-Coroner, or her/his designee,  
12 such approval to be provided prior to the incurrence of any such billed  
13 labor, and such payment to be covered by the Additional Service  
14 Allotment.

15 xiv. ADDED VALUE SUPPORT: CONTRACTOR shall provide active support  
16 to enhance the reliability and availability of the services it shall deliver  
17 under this Agreement. CONTRACTOR must utilize state-of-the-art  
18 technology and systems management practices to monitor equipment  
19 performance across the industry and recommend action steps and  
20 implement precautionary measures to minimize outages.

21 K. CONTRACTOR's Senior Technician shall provide an updated list of all work  
22 performed by CONTRACTOR to COUNTY's Jail Services Sergeant on a regular basis, but at least on the  
23 first day of each new calendar month, or the first business day after.

24 L. CONTRACTOR will maintain, repair, and replace parts on the systems and  
25 equipment listed below, in this Section 1.L, to keep them functional and operational as designed and as  
26 necessary, until such time as CONTRACTOR and the Sheriff-Coroner, or her/his designee, determines  
27 that they need to be replaced:

- 28 ■ Cell control 4100U with live backup

- 1           ▪ The NCC, node 4 of cell control
- 2           ▪ Satellite Jail system. Any new installation will include 50pt Desigo
- 3           ▪ Main Jail Pneumatic tube system, with a properly sized blower
- 4           ▪ Admin Building TFX system. Replacement to include Desigo
- 5           ▪ Dukane Intercoms with IDEC, Jensen and other 3<sup>rd</sup> party controls. Replacement will depend upon size
- 6           ▪ UPS system for cell control
- 7           ▪ Character Message Generator

8           At the time the foregoing equipment and systems are set to be replaced, the CONTRACTOR will  
9           send an invoice to the Sheriff-Coroner, and the Sheriff-Coroner, or her/his designee, may approve the  
10          purchase and replacement of equipment and systems as part of this Agreement's Additional Services.  
11          CONTRACTOR will provide maintenance, preventative maintenance, and repairs, for the foregoing  
12          equipment and systems, as delineated in this Section 1.L, if and when such are installed and/or  
13          replaced, under the terms and conditions of this Agreement. In regards to the manner of maintenance,  
14          preventative maintenance, and repairs of such updated or replaced equipment and systems, in the  
15          event this Agreement does not specifically discuss the maintenance, preventative maintenance, or  
16          repairs of such equipment and systems listed in this Section 1.L, the CONTRACTOR will provide such in  
17          the manner reasonably requested by the Sheriff-Coroner, or her/his designee.

18                   M. In instances where replacement parts are needed for systems and/or equipment  
19          to keep them functioning and operational as needed by COUNTY, but such replacement parts are no  
20          longer available, the following will apply:

21                  CONTRACTOR will make every effort to repair and maintain systems or equipment that are  
22          covered in this Agreement. When efforts, as delineated in this Agreement, to repair or maintain systems or  
23          equipment fail and replacements parts are needed but no longer available, CONTRACTOR will, for  
24          purposes of this paragraph, make every effort to repair systems or equipment by dedicating an additional  
25          sixteen (16) technician hours and one (1) eight (8) -hour sub-contractor visit to repair or maintain the  
26          system or equipment. Pursuant to this paragraph, CONTRACTOR is required to provide the additional  
27          sixteen (16) technician hours and one (1) eight (8) -hour sub-contractor visit once a year for each piece of  
28          existing system or equipment. If the system or equipment cannot be repaired after the once per year  
29          sixteen (16) technician hours and one (1) eight (8) -hour sub-contractor visit, or if CONTRACTOR has  
30          within prior twelve (12) months provided the sixteen (16) technician hours and one (1) eight (8) -hour sub-

1 contractor visit for the respective equipment or system, CONTRACTOR will either provide a quote to the  
2 Sheriff-Coroner, regarding continued repairs, or discuss a reasonable solution/replacement with the  
3 COUNTY, and the Sheriff-Coroner, or her/his designee. The Sheriff-Coroner, or her/his designee, may  
4 consent to and agree to said repairs or solution/replacement, in writing. Any payment for repairs, solutions,  
5 or replacements, as provided for in this paragraph, may be paid, upon approval of the Sheriff-Coroner, or  
6 her/his designee, and will account for a portion of the annual Additional Services allotment.

7 N. A Catastrophic Failure Of An Entire System, provided for under this  
8 paragraph, is defined as: as complete and total failure of either an intercom system, fire alarm system,  
9 or door control system, in any of the facilities for which this Agreement relates. CONTRACTOR will not  
10 be held responsible for the cost associated with repair or replacement of items in the event of a  
11 Catastrophic Failure Of An Entire System if such is not or was not caused by, or a result of, the  
12 CONTRACTOR, its officers, contractors, agents, or employees failure to provide services, repairs, or  
13 other work, as agreed within this Agreement. CONTRACTOR will be held responsible to the COUNTY  
14 for the costs, expenses, fees, charges, and other monetary losses, that are associated with all repairs or  
15 replacements of items, in the event of a Catastrophic Failure Of An Entire System, if such is, in any way,  
16 caused by, or a result of, the CONTRACTOR, its officers, contractors, agents, or employees, failing to  
17 perform under this Agreement.

18 O. CONTRACTOR will have access to a storage area for parts. CONTRACTOR  
19 shall strictly control access to this storage area and shall only store those parts necessary to provide  
20 services to COUNTY under this Agreement. However, CONTRACTOR shall provide Jail Services Staff  
21 with a key to the storage area and COUNTY shall maintain the right to access this area.

22 P. ADDITIONAL SERVICES: CONTRACTOR may be required to perform services  
23 in addition to those previously specified under this Agreement ("Additional Services"). The Jail Programs  
24 and Services Bureau Captain is authorized to and must approve any such Additional Services in writing  
25 and in advance to the provision of such Additional Services.

26 2. OBLIGATIONS OF THE COUNTY

27 The obligations of COUNTY under this Agreement are:

28 A. Providing CONTRACTOR with adequate and safe means for access to Jail

1 facilities. CONTRACTOR is aware, and will make all of CONTRACTOR's agents,  
2 employees, contractors, and other persons whom CONTRACTOR invites to the Jail  
3 facilities aware, of the nature of the Jail facilities, the dangers involved with entry into  
4 the Jail facilities, and require that CONTRACTOR's agents, employees, contractors,  
5 and other invitees, agree to assume the risk of entering said Jail facilities, including  
6 the risks of severe bodily injury and death.

7 B. Providing on site storage space for CONTRACTOR to store spare parts. The  
8 size of the storage area is to be determined by COUNTY.

9 C. To authorize work orders and service calls to CONTRACTOR, through the  
10 Fresno County Sheriff-Coroner, or her/his designee.

11 D. Issue identification cards to CONTRACTOR to enable CONTRACTOR's  
12 personnel to enter the facility and perform necessary repairs.

13 E. Security Clearance

14 i. COUNTY's Sheriff's Office shall perform background checks as  
15 deemed necessary by the Sheriff-Coroner or her/his designee, on all  
16 personnel CONTRACTOR desires to perform work in the Jail Facilities.  
17 Background checks must be completed on all CONTRACTOR  
18 personnel, employees, agents, contractors, or other invitees before any  
19 admission into a COUNTY Jail Facility. The Sheriff-Coroner, through  
20 her/his designee, has absolute and unrestricted authority to deny access  
21 to the Jail facilities, and/or any other facility related to the Sheriff-  
22 Coroner's operations, and for any reason or for no reason. Should any  
23 one, who is associated with CONTRACTOR or acting on  
24 CONTRACTOR's behalf, be denied access, CONTRACTOR agrees to  
25 immediately assist and ensure removal of said person from the subject  
26 facilities.

27 ii. COUNTY (correctional staff) shall provide direction to CONTRACTOR's  
28 employees, agents, contractors, or other invitees, in the event of

1 disturbances inside the facilities. CONTRACTOR's employees, agents,  
2 contractors, or other invitees shall immediately follow the direction of  
3 correctional staff in such circumstances.

4 iii. COUNTY designated Watch Commander or designee shall resolve  
5 disputes involving jail staff and CONTRACTOR in such matters as work  
6 location and security measures.

7 iv. COUNTY shall provide access into and out of its jail facilities to  
8 CONTRACTOR's employees, subject to security requirements.  
9 COUNTY has the absolute right to exclude from any facility anyone at  
10 any time for any reason whatsoever, or for no reason, and to redirect  
11 CONTRACTOR's employees from place to place within the facilities  
12 when deemed appropriate by COUNTY.

13 3. TERM

14 The term of this Agreement shall be for a period of three (3) years, commencing on  
15 the 1st day of January, 2019 through and including the 31st day of December, 2021. This Agreement may  
16 be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both  
17 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period.  
18 The Sheriff-Coroner or his or her designee is authorized to execute such written approval on behalf of  
19 COUNTY based on CONTRACTOR'S satisfactory performance.

20 4. TERMINATION

21 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
24 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

- 27 1) An illegal or improper use of funds;  
28 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY for any reason or for no reason, upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as stated in Exhibit A, which is attached hereto and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Sheriff's Business Office P.O. Box 1788, Fresno, CA 93717.

In no event shall services performed under this Agreement be in excess of \$495,355 annually (From January 1<sup>st</sup> through December 31<sup>st</sup> of each calendar year) and \$1,486,065 cumulatively during the term of this Agreement (January 1, 2019 – December 31, 2021). Subject to the annual limit, in no event shall Additional Services under this Agreement be in excess of \$100,000 annually (between each January 1<sup>st</sup>, through December 31<sup>st</sup>) and \$300,000 cumulatively during the initial three-year term of this Agreement (January 1, 2019 – December 31, 2021).

In no event shall services performed under the two one-year renewals (January 1, 2022, through December 31, 2022, and January 1, 2023, through December 31, 2023) be in excess of \$495,355 annually and \$990,710 cumulatively. Subject to the annual limitation, in no event shall Additional Services under this Agreement during the two one-year renewals (January 1, 2022, through December 31, 2022, and January 1, 2023, through December 31, 2023) be in excess of \$100,000 annually and \$200,000 cumulatively. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement



1 shall be borne by CONTRACTOR. Within forty-five (45) days after receipt of an invoice, COUNTY will remit  
2 payment to CONTRACTOR.

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

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

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

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

23 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
24 Agreement nor their rights or duties under this Agreement without the prior written consent of the other  
25 party. Any assignments, transfers, or sub-contracts that are pursued or obtained with the prior written  
26 consent of the other party are null and void.

27 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
28 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and

1 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
2 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
3 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
5 or corporation who may be injured or damaged by the performance, or failure to perform, of  
6 CONTRACTOR, its officers, agents, or employees under this Agreement.

7 10. INSURANCE:

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

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
14 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
15 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
16 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
17 liability or any other liability insurance deemed necessary because of the nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
20 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
21 used in connection with this Agreement.

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
24 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
25 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

26 D. Worker's Compensation

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

1                   E.           Additional Requirements Relating to Insurance

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

9           CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
10 employees any amounts paid by the policy of worker's compensation insurance required by this  
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
13 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
16 foregoing policies, as required herein, to the County of Fresno, Jail Medical and Services Bureau  
17 Captain P.O. Box 1788 Fresno, Ca 93717, stating that such insurance coverage have been obtained  
18 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible  
19 for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR  
20 has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid  
21 under the insurance policy and that waiver does not invalidate the insurance policy; that such  
22 Commercial General Liability insurance names the County of Fresno, its officers, agents and  
23 employees, individually and collectively, as additional insured, but only insofar as the operations under  
24 this Agreement are concerned; that such coverage for additional insured shall apply as primary  
25 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
26 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's  
27 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty  
28 (30) days advance, written notice given to COUNTY.

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

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

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

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

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

| <u>COUNTY</u>                    | <u>CONTRACTOR</u>                   |
|----------------------------------|-------------------------------------|
| COUNTY OF FRESNO Sheriff-Coroner | Siemens Industry, Inc.              |
| 2200 Fresno Street               | 4273 West Richert Avenue, Suite 110 |
| Fresno, CA93721                  | Fresno, CA 93722                    |
| Attention: Business Manager      | Attention: Contract Administrator   |

17  
18  
19  
20 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
21 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
23 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
24 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
25 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
26 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
27 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
28 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is

1 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
2 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
3 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
4 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
5 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
6 beginning with section 810).

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

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

11 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS.

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

15 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
16 that they are a party to while CONTRACTOR is providing goods or performing services under this  
17 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
18 and in which one or more of its directors has a material financial interest. Members of the Board of  
19 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
20 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by  
21 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
22 immediately thereafter.

23 15. COMPLIANCE WITH ALL LAWS – CONTRACTOR acknowledges public funds are  
24 used for payments by COUNTY under this AGREEMENT, including any "public works" projects  
25 necessitated by this Agreement. Accordingly, CONTRACTOR shall comply with, and shall ensure  
26 compliance by all contractors and subcontractors with, all applicable laws and regulations, including the  
27 payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code.  
28

1 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
2 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
3 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
4 understanding of any nature whatsoever unless expressly included in this Agreement. *In the event of any*  
5 *inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be*  
6 *resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding*  
7 *Exhibits "A through D"), (2) Exhibit "A"; (3) Exhibit "B"; Exhibit "C" and (4) Exhibit "D".*

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

11 **CONTRACTOR**  
12 **Salonia Paul**

Digitally signed by Salonia Paul  
DN: cn=Salonia Paul, o=Siemens,  
email=paul.salonia@siemens.com  
Reason: I am approving this  
document  
Date: 2018.11.26 11:22:27 -08'00'

(Authorized Signature)

**COUNTY OF FRESNO**

  
Sal Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

14 Print Name & Title

17 Mailing Address

18 Digitally  
signed by  
Marquez  
Cheble  
Date:  
2018.11.26  
09:54:51  
-08'00'

**Fuss Jenny**

Digitally signed by Fuss Jenny  
DN: cn=Fuss Jenny, o=Siemens,  
email=jenny.fuss@siemens.com  
Reason: Sr. Director of Finance/ Zone  
FBA Pacific/ Branch/FBA for SF and  
SAC  
Date: 2018.11.26 16:23:05 -08'00'

**ATTEST:**

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

22 By: Susan Bishop  
23 Deputy

24 FOR ACCOUNTING USE ONLY:

25 ORG No.: 31114000  
26 Account No.: 7220  
27 Requisition No.:

1 **Siemens Industry, Inc. Agreement**

2 **EXHIBIT A**

3 **COST BREAKDOWN**

4 **Monthly Base Cost for Each Facility**

5

|    |                      |                                      |                        |
|----|----------------------|--------------------------------------|------------------------|
| 6  | Main Jail            | 1225 "M" Street, Fresno, CA 93721    | \$12,520               |
| 7  | South Annex Jail     | 2280 Fresno Street, Fresno, CA 93721 | \$9,060                |
| 8  | North Annex Jail     | 1265 "M" Street, Fresno, CA 93721    | \$9,884                |
| 9  | Satellite Jail       | 110 "M" Street, Fresno, CA 93721     | \$329                  |
| 10 | Sheriff's Admin      | 2200 Fresno Street, Fresno, CA 93721 | \$1,153                |
| 11 | <b>Monthly-Total</b> |                                      | <b><u>\$32,946</u></b> |

12 **Annual Total Cost for Each Facility**

13

|    |                     |                                      |                         |
|----|---------------------|--------------------------------------|-------------------------|
| 13 | Main Jail           | 1225 "M" Street, Fresno, CA 93721    | \$150,240               |
| 14 | South Annex Jail    | 2280 Fresno Street, Fresno, CA 93721 | \$108,723               |
| 15 | North Annex Jail    | 1265 "M" Street, Fresno, CA 93721    | \$118,608               |
| 16 | Satellite Jail      | 110 "M" Street, Fresno, CA 93721     | \$3,948                 |
| 17 | Sheriff's Admin     | 2200 Fresno Street, Fresno, CA 93721 | \$13,836                |
| 18 | Additional Services |                                      | \$100,000               |
| 19 | <b>Yearly Total</b> |                                      | <b><u>\$495,355</u></b> |

20 **Total Cost for 3 Year Period**

21

|    |                         |                                      |                           |
|----|-------------------------|--------------------------------------|---------------------------|
| 22 | Main Jail               | 1225 "M" Street, Fresno, CA 93721    | \$450,720                 |
| 23 | South Annex Jail        | 2280 Fresno Street, Fresno, CA 93721 | \$326,168                 |
| 24 | North Annex Jail        | 1265 "M" Street, Fresno, CA 93721    | \$355,825                 |
| 25 | Satellite Jail          | 110 "M" Street, Fresno, CA 93721     | \$11,844                  |
| 26 | Sheriff's Admin         | 2200 Fresno Street, Fresno, CA 93721 | \$41,508                  |
| 27 | Additional Services     |                                      | \$300,000                 |
| 28 | <b>Three Year Total</b> |                                      | <b><u>\$1,486,065</u></b> |

**Total Cost for 4 Year Period**

|    |                        |                                      |                           |
|----|------------------------|--------------------------------------|---------------------------|
| 1  |                        |                                      |                           |
| 2  |                        |                                      |                           |
| 3  | Main Jail              | 1225 "M" Street, Fresno, CA 93721    | \$150,240                 |
| 4  | South Annex Jail       | 2280 Fresno Street, Fresno, CA 93721 | \$108,723                 |
| 5  | North Annex Jail       | 1265 "M" Street, Fresno, CA 93721    | \$118,608                 |
| 6  | Satellite Jail         | 110 "M" Street, Fresno, CA 93721     | \$3,948                   |
| 7  | Sheriff's Admin        | 2200 Fresno Street, Fresno, CA 93721 | \$13,836                  |
| 8  | Additional Services    |                                      | \$100,000                 |
| 9  | <b>Yearly Total</b>    |                                      | <b><u>\$495,355</u></b>   |
| 10 | <b>Four Year Total</b> |                                      | <b><u>\$1,981,420</u></b> |

**Total Cost for 5 Year Period**

|    |                        |                                      |                           |
|----|------------------------|--------------------------------------|---------------------------|
| 11 |                        |                                      |                           |
| 12 |                        |                                      |                           |
| 13 |                        |                                      |                           |
| 14 | Main Jail              | 1225 "M" Street, Fresno, CA 93721    | \$150,240                 |
| 15 | South Annex Jail       | 2280 Fresno Street, Fresno, CA 93721 | \$108,723                 |
| 16 | North Annex Jail       | 1265 "M" Street, Fresno, CA 93721    | \$118,608                 |
| 17 | Satellite Jail         | 110 "M" Street, Fresno, CA 93721     | \$3,948                   |
| 18 | Sheriff's Admin        | 2200 Fresno Street, Fresno, CA 93721 | \$13,836                  |
| 19 | Additional Services    |                                      | \$100,000                 |
| 20 | <b>Yearly Total</b>    |                                      | <b><u>\$495,355</u></b>   |
| 21 | <b>Five Year Total</b> |                                      | <b><u>\$2,476,775</u></b> |



1 **Siemens Industry Technologies, Inc. Agreement**

2 **EXHIBIT B**

3 **MAINTENANCE SERVICE PLAN (ALL FACILITIES)**

4 **MAIN JAIL FACILITY**

5  
6  
7 **MONTHLY:**

- 8 1. Lamp test and replacement  
9 2. Intercom voltage check  
10 3. Visual inspection of Uninterruptable Power Supply (UPS) for door controls  
11 4. Functional inspection of CCTV systems  
12 5. Functional inspection of door cards

13 **QUARTERLY:**

- 14 1. Check alarm status  
15 2. Visual inspection of KDR-1000 Five Alarm panel  
16 3. Check line integrity of KDR-1000 panels  
17 4. Measure KDR-10000 test points  
18 5. Measure KDR-1000 test points  
19 6. Check KDR-1000 line integrity  
20 7. Test KDR-1000 back-up battery  
21 8. Verify operation of KDR-1000 trouble indicators  
22 9. Check KDR-1000 off-line mode  
23 10. Check alarm and trouble reporting at KDR-1000  
24 11. Visual inspection of KDR-1000 System  
25 12. Test of KDR-1000 system functions  
26 13. Check UPS batteries for door controls  
27 14. Clean Paging system racks  
28 15. Visual inspection of fire phones  
16. Visual inspection of fire detectors  
17. Visual inspection of fire pull stations  
18. Visual inspection of duct detectors  
19. Check auxiliary KDR-1000 output controlled devices  
20. Check auxiliary KDR-1000 input controlled devices  
21. Clean and adjust Cameras  
22. Clean and adjust CCTV monitors  
23. Test and clean all digital video recorders (DVR's)

29 **SEMI-ANNUAL:**

- 30 1. Test operation and voice clarity of paging/fire phone system  
31 2. Test Paging/fire phone call-up function  
32 3. Test and adjust MATV

- 1 4. Test operation of panic/duress alarms
- 2 5. Test all water flow switches
- 3 6. Test all Tamper/OS & Y switches
- 4 7. Test and calibrate all metal detectors

4 ANNUAL:

- 5 1. Test automatic switch-over to KDR-1000 degraded mode
- 6 2. Verify operation of each audio speaker
- 7 3. Inspect and test audio amplifiers
- 8 4. Perform test of all KDR-1000 functions
- 9 5. Test and clean each fire phone station
- 10 6. Test and clean each fire detector
- 11 7. Test and clean each fire pull station
- 12 8. Verify operation of each horn, siren, or bell
- 13 9. Test alarm contact points
- 14 10. Check all CCTV connections
- 15 11. Check CCTV mounts for stability
- 16 12. Clean, test, and adjust all other devices
- 17 13. Check auxiliary KDR-1000 output controlled devices
- 18 14. Check auxiliary KDR-1000 input controlled devices
- 19 15. Test elevator recall function
- 20 16. Test fire curtains

15 NORTH ANNEX JAIL FACILITY

16 MONTHLY:

- 17 1. Visual Inspection of CPU
- 18 2. Lamp test and replacement
- 19 3. Intercom voltage check
- 20 4. Clean VDT and Printers
- 21 5. Functional inspection of CCTV systems
- 22 6. Functional inspection of security and door controls

22 BI-MONTHLY

- 23 1. Test all water flow switches
- 24 2. Test all temper/OS&Y switches

25 QUARTERLY:

- 26 1. Clean CPU Racks
- 27 2. Clean CPU
- 28 3. Check Alarm status
- 4. Visual inspection of 4100 panels

- 1 5. Check line integrity of security equipment
- 2 6. Measure 4100 test points
- 3 7. Verify control panel settings
- 4 8. Audit CPU history
- 5 9. Check fire system line integrity
- 6 10. Verify operation of fire panel trouble indicator
- 7 11. Test fire panel battery backup.
- 8 12. Check fire system off-line mode
- 9 13. Check alarm and trouble reporting at 4100 panels
- 10 14. Clean paging system racks
- 11 15. Visual inspection of fire phones
- 12 16. Visual inspection of fire alarm detectors
- 13 17. Visual inspection of fire alarm pull stations
- 14 18. Visual inspection of duct detectors
- 15 19. Check auxiliary output controlled devices
- 16 20. Check auxiliary input controlled devices
- 17 21. Clean cameras
- 18 22. Adjust cameras if necessary
- 19 23. Clean and adjust CCTV monitors
- 20 24. Clean and test security controls
- 21 25. Test and clean digital video recorders (DVR's)
- 22 26. North Jail court holding; check intercoms, door controls and interview phones

14 SEMI-ANNUAL:

- 15 1. Test operation and voice clarity of paging/fire phone system
- 16 2. Test paging/fire phone call-up function
- 17 3. Test and adjust MATV systems
- 18 4. Test operation of panic/duress alarms
- 19 5. Test all water flow switches
- 20 6. Test all Tamper/OS & Y Switches
- 21 7. Test and calibrate metal detectors

20 ANNUAL:

- 21 1. Test automatic switch-over to fire control panel degraded mode
- 22 2. Verify operation of each audio speaker
- 23 3. Inspect and test audio amplifiers
- 24 4. Perform test of all fire panel functions
- 25 5. Test and clean each fire phone station
- 26 6. Test and clean each smoke Detector
- 27 7. Test and clean each fire pull station
- 28 8. Verify operation of each horn, siren, door bell
9. Test alarm contact points
10. Check all CCTV connections
11. Check CCTV mounts for stability
12. Clean, test, and adjust all other related devices
13. Test elevator recall function

SOUTH ANNEX JAIL FACILITY

MONTHLY:

1. Visual inspection of CPU
2. Lamp test and replacement
3. Intercom voltage check
4. Visual inspection of UPS for door controls
5. Clean VDT
6. Functional inspection of CCTV systems
7. Functional inspection of security and door controls

QUARTERLY:

1. Clean CPU racks
2. Clean CPU
3. Check Alarm status
4. Visual inspection of 4100 panel
5. Check line integrity of PLC'S
6. Measure 4100 test points
7. Verify control panel settings
8. Check fire system history log
9. Check fire system integrity
10. Test fire panel backup batteries.
11. Verify operation of fire panel trouble indicator
12. Check fire system off-line mode
13. Check alarm and trouble reporting on 4100 panel
14. Check UPS batteries
15. Clean paging system racks
16. Visual inspection of fire detectors
17. Visual inspection of fire alarm pull stations
18. Check auxiliary output controlled devices
19. Check auxiliary input controlled devices
20. Clean and adjust cameras
21. Clean and adjust CCTV monitors
22. Clean and test door security controls
23. Test and clean all digital video recorders (DVR's)

SEMI-ANNUAL:

1. Test operation and voice clarity of paging system
2. Test and adjust MATV systems
3. Test operation of panic/duress alarms
4. Test all water flow switches
5. Test all Tamper/OS & Y Switches
6. Test and calibrate all metal detectors

1 ANNUAL:

- 2 1. Test automatic switch-over to fire control panel degraded mode
- 3 2. Verify operation of each audio speaker
- 4 3. Inspect and test audio amplifiers
- 5 4. Perform test of all fire panel functions
- 6 5. Test and clean each fire phone station
- 7 6. Test and clean each smoke detector
- 8 7. Test and clean each fire pull station
- 9 8. Verify operation of each horn, siren, door bell
- 10 9. Test alarm contact points
- 11 10. Check all CCTV connections
- 12 11. Check CCTV mounts for stability
- 13 12. Clean, test, and adjust all other related devices
- 14 13. Test fire curtains

10 SATELLITE JAIL FACILITY

11 MONTHLY:

- 12 1. Visual inspection of fire control panel
- 13 2. Lamp test and replacement

14 QUARTERLY:

- 15 1. Check line integrity of fire alarm control panel
- 16 2. Measure fire alarm control panel test points
- 17 3. Test fire panel battery back-up
- 18 4. Verify operation of fire panel trouble indicators
- 19 5. Check fire system off-line mode
- 20 6. Check alarm and trouble reporting
- 21 7. Visual inspection of smoke and heat detectors
- 22 8. Visual inspection of manual pull stations
- 23 9. Check auxiliary output controlled devices
- 24 10. Check auxiliary input controlled devices

25 SEMI-ANNUAL:

- 26 1. Test all water flow switches

27 ANNUAL:

- 28 1. Perform test of all fire panel functions
2. Test each smoke detector
3. Test and clean each manual pull station
4. Verify operation of each horn, siren or bell
5. Clean, test and adjust all other related devices

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SHERIFF-CORONER'S ADMINISTRATION BUILDING

Provide a monthly, bimonthly, quarterly, and annual service plan for the, Sheriff's Administration Building Main Fire Alarm System, the Sheriff's Administration Building Elevator Recall Fire Alarm, and the Sheriff's Administration Building Halon System – Dispatch Area comparable to that provided to the other three facilities.

WEST ANNEX JAIL

This Exhibit will be amended upon the opening of the facility.

**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 C

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|---|--|--------------|--|
| <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> |  |



# Siemens Regional Labor Rates 2018

# EXHIBIT D

| Security Solutions Tiered Labor Rates FY18           |        |                     |                               |                         | Tier 1             | Tier 2           | Tier 3       | Tier 4         |
|--|--------|---------------------|-------------------------------|-------------------------|--------------------|------------------|--------------|----------------|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name        | Branch Name      | Branch Name  | Branch Name    |
| Installation Technician (Specialist)                 | Tier 1 | \$ 135              | \$ 184                        | \$ 234                  | Alaska             | Boise            | Alabama      | Charlotte      |
|  | Tier 2 | \$ 117              | \$ 160                        | \$ 212                  | Albany             | Cincinnati       | Atlanta      | Greensboro     |
|  | Tier 3 | \$ 106              | \$ 143                        | \$ 191                  | Albuquerque        | Cleveland        | Austin       | Lafayette      |
|  | Tier 4 | \$ 95               | \$ 127                        | \$ 169                  | Baltimore          | Colorado Springs | Dallas       | Oklahoma       |
| Project Manager                                      | Tier 1 | \$ 158              | \$ 207                        | \$ 275                  | Boston             | Columbus         | Fresno       | Raleigh        |
|  | Tier 2 | \$ 152              | \$ 199                        | \$ 265                  | Buffalo            | Denver           | Lowell       | Roanoke        |
|  | Tier 3 | \$ 148              | \$ 191                        | \$ 254                  | Central Illinois   | Detroit          | Jackson      | Virginia Beach |
|  | Tier 4 | \$ 140              | \$ 183                        | \$ 243                  | Chicago            | Grand Rapids     | Jacksonville |                |
| Engineering  | Tier 1 | \$ 138              | \$ 183                        | \$ 243                  | Harrisburg         | Harvard          | Maine        |                |
|  | Tier 2 | \$ 128              | \$ 183                        | \$ 243                  | Hartford           | Houston          | Miami        |                |
|  | Tier 3 | \$ 123              | \$ 175                        | \$ 234                  | Hawaii             | Indianapolis     | Nashville    |                |
|  | Tier 4 | \$ 112              | \$ 167                        | \$ 222                  | Kansas City        | Louisville       | Nebraska     |                |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         | Las Vegas          | Memphis          | Orlando      |                |
|  |        |                     |                               |                         | Los Angeles        | New Orleans      | Pensacola    |                |
|  |        |                     |                               |                         | Milwaukee          | Phoenix          | Puerto Rico  |                |
|  |        |                     |                               |                         | Minneapolis        | Rhode Island     | San Antonio  |                |
|  |        |                     |                               |                         | New Jersey         | Richmond         | Savannah     |                |
|  |        |                     |                               |                         | New York           | Sacramento       | St. Louis    |                |
|  |        |                     |                               |                         | Philadelphia       | Salt Lake City   | Tallahassee  |                |
|  |        |                     |                               |                         | Pittsburgh         |                  | Tampa        |                |
|  |        |                     |                               |                         | Portland           |                  |              |                |
|  |        |                     |                               |                         | Rochester          |                  |              |                |
|  |        |                     |                               |                         | San Diego          |                  |              |                |
|  |        |                     |                               |                         | San Francisco      |                  |              |                |
|  |        |                     |                               |                         | Seattle            |                  |              |                |
|  |        |                     |                               |                         | Syracuse           |                  |              |                |
|  |        |                     |                               |                         | Wash DC-Beltsville |                  |              |                |

| Security Service Tiered Labor Rates FY18             |        |                     |                               |                         | Tier 1         | Tier 2             | Tier 3           | Tier 4         |
|--|--------|---------------------|-------------------------------|-------------------------|----------------|--------------------|------------------|----------------|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name    | Branch Name        | Branch Name      | Branch Name    |
| Service Technician                                   | Tier 1 | \$ 165              | \$ 217                        | \$ 286                  | Alaska         | Albany             | Austin           | Alabama        |
|  | Tier 2 | \$ 151              | \$ 199                        | \$ 265                  | Albuquerque    | Boston             | Central Illinois | Boise          |
|  | Tier 3 | \$ 143              | \$ 191                        | \$ 254                  | Atlanta        | Chicago            | Denver           | Charlotte      |
|  | Tier 4 | \$ 134              | \$ 183                        | \$ 243                  | Buffalo        | Cincinnati         | Grand Rapids     | Dallas         |
| Project Management                                   | Tier 1 | \$ 190              | \$ 248                        | \$ 305                  | Cleveland      | Colorado Springs   | Jacksonville     | Harrisburg     |
|  | Tier 2 | \$ 174              | \$ 226                        | \$ 278                  | Hartford       | Columbus           | Kansas City      | Houston        |
|  | Tier 3 | \$ 162              | \$ 212                        | \$ 260                  | Hawaii         | Detroit            | Louisville       | Jackson        |
|  | Tier 4 | \$ 159              | \$ 207                        | \$ 254                  | Indianapolis   | Fresno             | Nebraska         | Lafayette      |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         | Las Vegas      | Greensboro         | San Antonio      | Maine          |
|  |        |                     |                               |                         | Los Angeles    | Harvard            | Savannah         | Memphis        |
|  |        |                     |                               |                         | Minneapolis    | Iowa               | Tallahassee      | Miami          |
|  |        |                     |                               |                         | New Jersey     | Milwaukee          | Tampa            | Nashville      |
|  |        |                     |                               |                         | New Orleans    | Orlando            |                  | Oklahoma       |
|  |        |                     |                               |                         | New York       | Phoenix            |                  | Pensacola      |
|  |        |                     |                               |                         | Philadelphia   | Pittsburgh         |                  | Puerto Rico    |
|  |        |                     |                               |                         | Sacramento     | Portland           |                  | Raleigh        |
|  |        |                     |                               |                         | Salt Lake City | Rhode Island       |                  | Roanoke        |
|  |        |                     |                               |                         | San Francisco  | Richmond           |                  | Virginia Beach |
|  |        |                     |                               |                         | Seattle        | Rochester          |                  |                |
|  |        |                     |                               |                         |                | San Diego          |                  |                |
|  |        |                     |                               |                         |                | St. Louis          |                  |                |
|  |        |                     |                               |                         |                | Syracuse           |                  |                |
|  |        |                     |                               |                         |                | Wash DC-Beltsville |                  |                |

| Fire Solutions Tiered Labor Rates FY18               |        |                     |                               |                         | Tier 1             | Tier 2       | Tier 3           | Tier 4         |
|--|--------|---------------------|-------------------------------|-------------------------|--------------------|--------------|------------------|----------------|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name        | Branch Name  | Branch Name      | Branch Name    |
| Installation Technician (Specialist)                 | Tier 1 | \$ 142              | \$ 213                        | \$ 284                  | Alaska             | Cleveland    | Alabama          | Charlotte      |
|  | Tier 2 | \$ 132              | \$ 197                        | \$ 263                  | Albany             | Columbus     | Atlanta          | Dallas         |
|  | Tier 3 | \$ 122              | \$ 182                        | \$ 243                  | Albuquerque        | Denver       | Austin           | Grand Rapids   |
|  | Tier 4 | \$ 111              | \$ 167                        | \$ 222                  | Baltimore          | Greensboro   | Boise            | Jacksonville   |
| Project Manager                                      | Tier 1 | \$ 162              | \$ 213                        | \$ 284                  | Boston             | Hartford     | Central Illinois | Kansas City    |
|  | Tier 2 | \$ 151              | \$ 205                        | \$ 274                  | Buffalo            | Harvard      | Cincinnati       | Lafayette      |
|  | Tier 3 | \$ 141              | \$ 205                        | \$ 274                  | Chicago            | Milwaukee    | Colorado Springs | Maine          |
|  | Tier 4 | \$ 145              | \$ 197                        | \$ 263                  | Harrisburg         | New Orleans  | Detroit          | Nashville      |
| Engineering  | Tier 1 | \$ 128              | \$ 182                        | \$ 243                  | Hawaii             | Phoenix      | Fresno           | Nebraska       |
|  | Tier 2 | \$ 123              | \$ 174                        | \$ 233                  | Jackson            | Portland     | Houston          | Oklahoma       |
|  | Tier 3 | \$ 123              | \$ 162                        | \$ 233                  | Las Vegas          | Rhode Island | Indianapolis     | Orlando        |
|  | Tier 4 | \$ 118              | \$ 167                        | \$ 222                  | Los Angeles        | Richmond     | Iowa             | Pensacola      |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         | New Jersey         | Seattle      | Louisville       | Roanoke        |
|  |        |                     |                               |                         | New York           | Memphis      | Savannah         | St. Louis      |
|  |        |                     |                               |                         | Raleigh            | Miami        | Tampa            | Virginia Beach |
|  |        |                     |                               |                         | Rochester          | Minneapolis  |                  |                |
|  |        |                     |                               |                         | Sacramento         | Philadelphia |                  |                |
|  |        |                     |                               |                         | Salt Lake City     | Pittsburgh   |                  |                |
|  |        |                     |                               |                         | San Diego          | Puerto Rico  |                  |                |
|  |        |                     |                               |                         | San Francisco      | San Antonio  |                  |                |
|  |        |                     |                               |                         | Syracuse           | South Jersey |                  |                |
|  |        |                     |                               |                         | Wash DC-Beltsville | Tallahassee  |                  |                |

| BT Fire Service Tiered Labor Rates FY18              |        |                     |                               |                         | Tier 1           | Tier 2       | Tier 3           | Tier 4      |
|--|--------|---------------------|-------------------------------|-------------------------|------------------|--------------|------------------|-------------|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name      | Branch Name  | Branch Name      | Branch Name |
| Service Technician                                   | Tier 1 | \$ 156              | \$ 213                        | \$ 284                  | Alaska           | Syracuse     | Atlanta          | Alabama     |
|  | Tier 2 | \$ 140              | \$ 197                        | \$ 263                  | Albany           | Austin       | Boise            | Greensboro  |
|  | Tier 3 | \$ 129              | \$ 182                        | \$ 243                  | Albuquerque      | Cleveland    | Central Illinois | Houston     |
|  | Tier 4 | \$ 118              | \$ 167                        | \$ 222                  | Baltimore        | Columbus     | Cincinnati       | Lafayette   |
| Project Management                                   | Tier 1 | \$ 187              | \$ 248                        | \$ 305                  | Boston           | Dallas       | Harrisburg       | Memphis     |
|  | Tier 2 | \$ 160              | \$ 212                        | \$ 274                  | Buffalo          | Grand Rapids | Indianapolis     | Miami       |
|  | Tier 3 | \$ 160              | \$ 212                        | \$ 274                  | Charlotte        | Hartford     | Maine            | Nashville   |
|  | Tier 4 | \$ 156              | \$ 207                        | \$ 263                  | Chicago          | Jackson      | New Orleans      | Pittsburgh  |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         | Colorado Springs | Jacksonville | Oklahoma         | Raleigh     |
|  |        |                     |                               |                         | Denver           | Kansas City  | Orlando          | San Diego   |
|  |        |                     |                               |                         | Detroit          | Las Vegas    | Philadelphia     | Tampa       |
|  |        |                     |                               |                         | Fresno           | Minneapolis  | Puerto Rico      |             |
|  |        |                     |                               |                         | Harvard          | Nebraska     | South Jersey     |             |
|  |        |                     |                               |                         | Hawaii           | New Jersey   | Virginia Beach   |             |
|  |        |                     |                               |                         | Iowa             | New York     |                  |             |
|  |        |                     |                               |                         | Los Angeles      | Pensacola    |                  |             |
|  |        |                     |                               |                         | Louisville       | San Antonio  |                  |             |
|  |        |                     |                               |                         | Milwaukee        | Savannah     |                  |             |
|  |        |                     |                               |                         | Phoenix          | Seattle      |                  |             |

|                |                    |  |  |
|----------------|--------------------|--|--|
| Rhode Island   | Tallahassee        |  |  |
| Richmond       | Wash DC-Beltsville |  |  |
| Roanoke        |                    |  |  |
| Rochester      |                    |  |  |
| Sacramento     |                    |  |  |
| Salt Lake City |                    |  |  |
| San Francisco  |                    |  |  |

| Sprinkler Service Tiered Labor Rates FY18            |        |                     |                               |                         | Tier 1  | Tier 2   | Tier 3   | Tier 4  |
|--|--------|---------------------|-------------------------------|-------------------------|---|--|--|---|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name   | Branch Name                                      | Branch Name  | Branch Name   |
| Service Technician                                   | Tier 1 | \$ 219              | \$ 284                        | \$ 350                  | Baltimore<br>Boston<br>Philadelphia<br>San Francisco<br>Seattle<br>South Jersey | Chicago<br>Indianapolis<br>Portland<br>San Diego | Columbus<br>Dallas<br>Denver<br>Los Angeles<br>Miami | Birmingham<br>Charlotte<br>Houston<br>Orlando<br>Raleigh<br>Tampa |
|  | Tier 2 | \$ 168              | \$ 218                        | \$ 269                  |   |  |  |   |
|  | Tier 3 | \$ 140              | \$ 183                        | \$ 224                  |   |  |  |   |
|  | Tier 4 | \$ 118              | \$ 153                        | \$ 188                  |   |  |  |   |
| <i>Rates do not apply if union labor is required</i> |        |                     |                               |                         |   |  |  |   |

| Sprinkler Inspection Tiered Labor Rates FY18 |        |                     |                               |                         | Tier 1   | Tier 2   | Tier 3   | Tier 4   |
|--|--------|---------------------|-------------------------------|-------------------------|--|--|--|--|
| Type Labor                                   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name  | Branch Name  | Branch Name  | Branch Name  |
| Inspector                                    | Tier 1 | \$ 213              | \$ 277                        | \$ 340                  | Baltimore<br>Boston<br>Minneapolis<br>San Francisco<br>Seattle | Chicago<br>Fresno<br>Louisville<br>Miami<br>Portland<br>Sacramento | Atlanta<br>Columbus<br>Dallas<br>Los Angeles<br>Philadelphia<br>South Jersey | Austin<br>Birmingham<br>Charlotte<br>Cleveland<br>Denver<br>Hartford<br>Houston<br>Indianapolis<br>Kansas City<br>New Orleans<br>Orlando<br>Raleigh<br>Roanoke<br>San Diego<br>Tampa<br>Virginia Beach |
|  | Tier 2 | \$ 157              | \$ 204                        | \$ 251                  |  |  |  |  |
|  | Tier 3 | \$ 140              | \$ 183                        | \$ 224                  |  |  |  |  |
|  | Tier 4 | \$ 134              | \$ 175                        | \$ 215                  |  |  |  |  |

| Automation Solutions Tiered Labor Rates FY18         |        |                     |                               |                         | Tier 1  | Tier 2  | Tier 3   | Tier 4  | Tier 5  |  |
|--|--------|---------------------|-------------------------------|-------------------------|---|---|--|---|---|--|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name                                       | Branch Name   | Branch Name  | Branch Name   | Branch Name   |  |
| Specialist   | Tier 1 | \$ 161              | \$ 233                        | \$ 310                  | Alaska<br>New Jersey<br>New York<br>San Francisco | Chicago<br>Hawaii<br>Las Vegas<br>Los Angeles<br>Philadelphia<br>Phoenix<br>Rochester<br>Sacramento | Albany<br>Albuquerque<br>Baltimore<br>Buffalo<br>Cincinnati<br>Fresno<br>Harrisburg<br>Hartford<br>Milwaukee<br>Nashville<br>Pensacola<br>San Diego<br>St. Louis<br>Syracuse<br>Wash DC-Beltsville | Alabama<br>Atlanta<br>Austin<br>Boise<br>Boston<br>Central Illinois<br>Charlotte<br>Colorado Springs<br>Columbus<br>Denver<br>Detroit<br>Grand Rapids<br>Greensboro<br>Harvard<br>Houston<br>Indianapolis | Iowa<br>Jackson<br>Jacksonville<br>Louisville<br>Maine<br>Memphis<br>Minneapolis<br>Orlando<br>Pittsburgh<br>Portland<br>Puerto Rico<br>Raleigh<br>Rhode Island<br>Salt Lake City<br>San Antonio<br>Savannah<br>Seattle<br>Tallahassee<br>Tampa<br>Virginia Beach | Cleveland<br>Dallas<br>Kansas City<br>Lafayette<br>Miami<br>New Orleans<br>Oklahoma<br>Roanoke |
|  | Tier 2 | \$ 146              | \$ 210                        | \$ 280                  |   |   |  |   |   |  |
|  | Tier 3 | \$ 134              | \$ 195                        | \$ 260                  |   |   |  |   |   |  |
|  | Tier 4 | \$ 120              | \$ 180                        | \$ 239                  |   |   |  |   |   |  |
|  | Tier 5 | \$ 106              | \$ 139                        | \$ 155                  |   |   |  |   |   |  |
| Project Management                                   | Tier 1 | \$ 196              | \$ 255                        | \$ 332                  |   |   |  |   |   |  |
|  | Tier 2 | \$ 168              | \$ 218                        | \$ 292                  |   |   |  |   |   |  |
|  | Tier 3 | \$ 166              | \$ 212                        | \$ 272                  |   |   |  |   |   |  |
|  | Tier 4 | \$ 164              | \$ 197                        | \$ 260                  |   |   |  |   |   |  |
|  | Tier 5 | \$ 148              | \$ 193                        | \$ 240                  |   |   |  |   |   |  |
| Engineering  | Tier 1 | \$ 140              | \$ 183                        | \$ 240                  |   |   |  |   |   |  |
|  | Tier 2 | \$ 129              | \$ 174                        | \$ 232                  |   |   |  |   |   |  |
|  | Tier 3 | \$ 129              | \$ 165                        | \$ 220                  |   |   |  |   |   |  |
|  | Tier 4 | \$ 118              | \$ 158                        | \$ 210                  |   |   |  |   |   |  |
|  | Tier 5 | \$ 118              | \$ 153                        | \$ 171                  |   |   |  |   |   |  |
| <i>Rates do not apply if union labor is required</i> |        |                     |                               |                         |   |   |  |   |   |  |

| Automation Service Tiered Labor Rates FY18           |        |                     |                               |                         | Tier 1   | Tier 2   | Tier 3   | Tier 4  | Tier 5  |
|--|--------|---------------------|-------------------------------|-------------------------|--|--|--|---|---|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name  | Branch Name  | Branch Name  | Branch Name   | Branch Name                                   |
| Specialist   | Tier 1 | \$ 190              | \$ 247                        | \$ 304                  | Alaska<br>Albuquerque<br>Boston<br>Chicago<br>Cleveland                | Columbus<br>Detroit<br>Harrisburg<br>Iowa<br>Kansas City                 | Albany<br>Baltimore<br>Buffalo<br>Central Illinois<br>Cincinnati   | Alabama<br>Atlanta<br>Austin<br>Boise<br>Charlotte  | Greensboro<br>Lafayette<br>Miami<br>Pensacola |
|  | Tier 2 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |   |
|  | Tier 3 | \$ 151              | \$ 197                        | \$ 242                  |  |  |  |   |   |
|  | Tier 4 | \$ 140              | \$ 183                        | \$ 224                  |  |  |  |   |   |
|  | Tier 5 | \$ 129              | \$ 168                        | \$ 206                  |  |  |  |   |   |
| Project Management                                   | Tier 1 | \$ 219              | \$ 284                        | \$ 350                  | Denver<br>Fresno<br>Hawaii<br>Indianapolis<br>San Antonio<br>San Diego | Philadelphia<br>Pittsburgh<br>Salt Lake City<br>San Antonio<br>San Diego | Colorado Springs<br>Grand Rapids<br>Hartford<br>Harvard<br>Houston<br>Jackson<br>Louisville<br>Milwaukee<br>Nashville<br>New Orleans | Jacksonville<br>Memphis<br>Nebraska<br>Oklahoma<br>Orlando<br>Palm City<br>Savannah<br>Tallahassee<br>Tampa<br>Virginia Beach | Puerto Rico<br>Raleigh                        |
|  | Tier 2 | \$ 179              | \$ 233                        | \$ 287                  |  |  |  |   |   |
|  | Tier 3 | \$ 174              | \$ 226                        | \$ 278                  |  |  |  |   |   |
|  | Tier 4 | \$ 174              | \$ 226                        | \$ 278                  |  |  |  |   |   |
|  | Tier 5 | \$ 167              | \$ 217                        | \$ 267                  |  |  |  |   |   |
| <i>Rates do not apply if union labor is required</i> |        |                     |                               |                         |  |  |  |   |   |

| Energy Engineering Tiered Labor Rates FY18 |        |                     |                               |                         | Tier 1  | Tier 2  | Tier 3  | Tier 4   |
|--|--------|---------------------|-------------------------------|-------------------------|---|---|---|--|
| Type Labor                                 | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name   | Branch Name   | Branch Name   | Branch Name  |
| Engineering                                | Tier 1 | \$ 259              | \$ 337                        | \$ 414                  | Alaska<br>Boise<br>Chicago<br>Detroit<br>Fresno<br>Grand Rapids<br>Hawaii<br>Indianapolis<br>Iowa<br>Kansas City<br>Los Angeles<br>Milwaukee<br>Minneapolis<br>Nebraska<br>Portland<br>Sacramento<br>San Diego<br>San Francisco<br>Seattle<br>St. Louis | Alabama<br>Atlanta<br>Charlotte<br>Cincinnati<br>Cleveland<br>Colorado Springs<br>Dallas<br>Denver<br>Houston<br>Las Vegas<br>Louisville<br>Memphis<br>Nashville<br>New Orleans<br>Phoenix<br>Portland<br>Richmond<br>Roanoke<br>Salt Lake City<br>San Antonio<br>Tallahassee<br>Virginia Beach<br>Wash DC-Beltsville | Albuquerque<br>Austin<br>Baltimore<br>Buffalo<br>Cincinnati<br>Cleveland<br>Harvard<br>Hartford<br>Harrisburg<br>Hattford<br>Houston<br>Indianapolis<br>Iowa<br>Kansas City<br>Las Vegas<br>Louisville<br>Memphis<br>Miami<br>Milwaukee<br>Minneapolis<br>New Orleans<br>Phoenix<br>Portland<br>Richmond<br>Roanoke<br>Salt Lake City<br>San Antonio<br>Tallahassee<br>Virginia Beach<br>Wash DC-Beltsville | Albany<br>Boston<br>Buffalo<br>Harrisburg<br>Hattford<br>Harvard<br>Maine<br>New Jersey<br>New York<br>Philadelphia<br>Pittsburgh<br>Rhode Island<br>Rochester<br>Scranton<br>Syracuse |
|  | Tier 2 | \$ 236              | \$ 306                        | \$ 376                  |   |   |   |  |
|  | Tier 3 | \$ 218              | \$ 284                        | \$ 349                  |   |   |   |  |
|  | Tier 4 | \$ 196              | \$ 255                        | \$ 314                  |   |   |   |  |

| Energy Specialist/PM Tiered Labor Rates FY18         |        |                     |                               |                         | Tier 1  | Tier 2   | Tier 3   | Tier 4  |
|--|--------|---------------------|-------------------------------|-------------------------|---|--|--|---|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name   | Branch Name  | Branch Name  | Branch Name   |
| Specialist   | Tier 1 | \$ 230              | \$ 299                        | \$ 388                  | Alaska<br>Boise<br>Hawaii<br>Los Angeles<br>Portland<br>Sacramento<br>San Diego<br>San Francisco<br>Seattle | Alabama<br>Albuquerque<br>Atlanta<br>Austin<br>Charlotte<br>Colorado Springs<br>Dallas<br>Denver<br>Greensboro<br>Houston<br>Jackson<br>Jacksonville<br>Lafayette<br>Las Vegas<br>Miami<br>New Orleans<br>Oklahoma<br>Orlando<br>Palm City<br>Pensacola<br>Phoenix<br>Puerto Rico<br>Raleigh<br>Salt Lake City<br>San Antonio<br>Savannah<br>Tampa | Baltimore<br>Chicago<br>Cincinnati<br>Cleveland<br>Columbus<br>Detroit<br>Grand Rapids<br>Indianapolis<br>Iowa<br>Kansas City<br>Louisville<br>Memphis<br>Milwaukee<br>Minneapolis<br>Nashville<br>New Orleans<br>Nebraska<br>Richmond<br>Roanoke<br>Rochester<br>St. Louis<br>Tallahassee<br>Virginia Beach<br>Wash DC-Beltsville | Albany<br>Boston<br>Buffalo<br>Harrisburg<br>Hartford<br>Harvard<br>Maine<br>New Jersey<br>New York<br>Philadelphia<br>Pittsburgh<br>Rhode Island<br>Scranton<br>Syracuse |
|  | Tier 2 | \$ 182              | \$ 212                        | \$ 260                  |   |  |  |   |
|  | Tier 3 | \$ 140              | \$ 183                        | \$ 224                  |   |  |  |   |
|  | Tier 4 | \$ 123              | \$ 160                        | \$ 197                  |   |  |  |   |
| Project Management                                   | Tier 1 | \$ 246              | \$ 320                        | \$ 394                  |   |  |  |   |
|  | Tier 2 | \$ 213              | \$ 277                        | \$ 340                  |   |  |  |   |
|  | Tier 3 | \$ 213              | \$ 277                        | \$ 340                  |   |  |  |   |
|  | Tier 4 | \$ 213              | \$ 277                        | \$ 340                  |   |  |  |   |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         |   |  |  |   |

| Electrical Installer Tiered Labor Rates FY18         |        |                     |                               |                         | Tier 1   | Tier 2   | Tier 3   | Tier 4  | Tier 5  |
|--|--------|---------------------|-------------------------------|-------------------------|--|--|--|---|---|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name  | Branch Name  | Branch Name  | Branch Name   | Branch Name   |
| Installer  | Tier 1 | \$ 207              | \$ 289                        | \$ 331                  | Alaska<br>Hawaii<br>New Jersey<br>New York<br>Philadelphia | Albuquerque<br>Chicago<br>Las Vegas<br>Los Angeles<br>Milwaukee<br>Phoenix<br>Richmond | Baltimore<br>Central Illinois<br>Cleveland<br>Fresno<br>Kansas City<br>Minneapolis<br>Nashville<br>Sacramento<br>Salt Lake City<br>Seattle<br>Spartanburg<br>St. Louis<br>Virginia Beach<br>Wash DC-Beltsville | Albany<br>Lafayette<br>Maine<br>Miami<br>Orlando<br>Palm City<br>Pensacola<br>Pittsburgh<br>Portland<br>Puerto Rico<br>Raleigh<br>Rhode Island<br>Roanoke<br>Rochester<br>San Antonio<br>San Diego<br>San Francisco<br>Savannah<br>Syracuse<br>Tallahassee<br>Tampa | Alabama<br>Dallas<br>Houston<br>Louisville<br>Memphis<br>Nashville<br>New Orleans<br>Oklahoma |
|  | Tier 2 | \$ 157              | \$ 204                        | \$ 251                  |  |  |  |   |   |
|  | Tier 3 | \$ 134              | \$ 175                        | \$ 215                  |  |  |  |   |   |
|  | Tier 4 | \$ 129              | \$ 131                        | \$ 161                  |  |  |  |   |   |
|  | Tier 5 | \$ 105              | \$ 137                        | \$ 177                  |  |  |  |   |   |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         |  |  |  |   |   |

| Electrical Services Tiered Labor Rates FY18          |        |                     |                               |                         | Tier 1   | Tier 2   | Tier 3   | Tier 4  |
|--|--------|---------------------|-------------------------------|-------------------------|--|--|--|---|
| Type Labor   | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name  | Branch Name  | Branch Name  | Branch Name   |
| Service Specialist                                   | Tier 1 | \$ 236              | \$ 307                        | \$ 377                  | Alaska<br>Hawaii<br>New Jersey<br>New York<br>Philadelphia | Albuquerque<br>Chicago<br>Las Vegas<br>Los Angeles<br>Milwaukee<br>Phoenix<br>Richmond | Baltimore<br>Central Illinois<br>Cleveland<br>Fresno<br>Kansas City<br>Minneapolis<br>Nashville<br>Sacramento<br>Salt Lake City<br>Seattle<br>Spartanburg<br>St. Louis<br>Virginia Beach<br>Wash DC-Beltsville | Albany<br>Lafayette<br>Maine<br>Miami<br>Orlando<br>Palm City<br>Pensacola<br>Pittsburgh<br>Portland<br>Puerto Rico<br>Raleigh<br>Rhode Island<br>Roanoke<br>Rochester<br>San Antonio<br>San Diego<br>San Francisco<br>Savannah<br>Syracuse<br>Tallahassee<br>Tampa |
|  | Tier 2 | \$ 196              | \$ 255                        | \$ 314                  |  |  |  |   |
|  | Tier 3 | \$ 185              | \$ 241                        | \$ 296                  |  |  |  |   |
|  | Tier 4 | \$ 165              | \$ 214                        | \$ 263                  |  |  |  |   |
|  | Tier 5 | \$ 151              | \$ 197                        | \$ 242                  |  |  |  |   |
|  | Tier 6 | \$ 141              | \$ 184                        | \$ 226                  |  |  |  |   |
| Power System Study Engineer Category 1               | Tier 1 | \$ 173              | \$ 224                        | \$ 276                  |  |  |  |   |
|  | Tier 2 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |
|  | Tier 3 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |
|  | Tier 4 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |
|  | Tier 5 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |
|  | Tier 6 | \$ 168              | \$ 218                        | \$ 269                  |  |  |  |   |
| Power System Study Engineer Category 4               | Tier 1 | \$ 173              | \$ 224                        | \$ 276                  |  |  |  |   |
|  | Tier 2 | \$ 230              | \$ 289                        | \$ 367                  |  |  |  |   |
|  | Tier 3 | \$ 230              | \$ 289                        | \$ 367                  |  |  |  |   |
|  | Tier 4 | \$ 230              | \$ 289                        | \$ 367                  |  |  |  |   |
|  | Tier 5 | \$ 230              | \$ 289                        | \$ 367                  |  |  |  |   |
|  | Tier 6 | \$ 230              | \$ 289                        | \$ 367                  |  |  |  |   |
| <i>Rates do not apply if union Labor is required</i> |        |                     |                               |                         |  |  |  |   |