

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of April, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TRANE U.S. INC., a California Corporation, whose address is 3026 N. Business Park Ave, Suite 105, Fresno, CA. 93727, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has a need for chiller inspection, maintenance, and repair services, including modernization upgrades for the centrifugal chillers at the Juvenile Justice Campus; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services.

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

## 1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance, and warranties etc. to perform the services outlined in the Trane Scheduled Service Agreement, Trane AdaptiView Upgrade Agreement, Trane Service Field Quotation dated June 6, 2017, and Trane Service Field Quotation dated July 24, 2017, all of which are attached hereto respectively as Exhibit A, Exhibit B, Exhibit C, and Exhibit D and incorporated herein by reference. In the event of any conflict between any of the foregoing exhibits and the text of this Agreement, the text of this Agreement shall control.

B. CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions.

C. CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding safety and hazardous materials.

## 2. OBLIGATIONS OF THE COUNTY

A. COUNTY shall coordinate with CONTRACTOR for access as appropriate to COUNTY facilities.

B. COUNTY shall designate a County Representative(s) to approve:

- 1) Equipment shutdown schedules;
- 2) Temporary equipment and materials storage areas;
- 3) Approval for use of non-standard equipment or materials;
- 4) Work authorizations; and
- 5) Verification of work completion;

C. COUNTY shall compensate the CONTRACTOR as provided in Section 5 of this Agreement.

### 3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on April 14, 2018 and ending on April 13, 2021. This Agreement may be extended for a maximum of two (2) additional one (1) year periods, upon written approval of both parties. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

### 4. TERMINATION

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

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

- 1) An illegal or improper use of funds;
- 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

1 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment  
2 of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
3 shall promptly refund any such funds upon demand.

4 C. Without Cause – Under circumstances other than those set forth above, this  
5 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
6 intention to terminate to CONTRACTOR.

7 5. COMPENSATION / INVOICING:

8 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
9 compensation as set forth in Exhibits A, B, C, and D, as follows:

10 A. Annual Trane Scheduled Service Agreement Fees (See Exhibit A)

11 Year 1	-	-	-	-	-	-	-	\$ 71,128.00
12 Year 2	-	-	-	-	-	-	-	\$ 73,972.00
13 Year 3	-	-	-	-	-	-	-	\$ 76,932.00
14 Year 4	-	-	-	-	-	-	-	\$ 80,008.00
15 Year 5	-	-	-	-	-	-	-	\$ 83,208.00

16 B. One Time Service Fees

17 Trane AdaptiView Upgrade (Discounted Rate for 2	-	\$ 34,000.00 (See Exhibit B)
18 Chillers		
19 Trane Service Field Quotation (June 6, 2017)	-	\$ 2,797.00 (See Exhibit C)
20 Trane Service Field Quotation (July 26, 2017)	-	\$ 6,766.00 (See Exhibit D)

21 C. Additional Services – CONTRACTOR shall not undertake any additional services  
22 outside of the agreed upon scope of work, including upgrades, or repairs ("Additional Work") without the  
23 advance written authorization of the COUNTY representative. The maximum amount for Additional  
24 Services performed under this Agreement shall not exceed \$71,189 for the entire potential five (5) year  
25 term of this Agreement.

26 In no event shall services performed under this Agreement be in excess of \$500,000 for the  
27 entire potential five (5) year term of this Agreement. It is understood that all expenses incidental to  
28 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1           CONTRACTOR shall submit quarterly invoices in duplicate for services completed under  
2 the Trane Scheduled Service Agreement. Invoices for one time service fees or any Additional Work  
3 shall be submitted to COUNTY upon completion of such work. For all work completed hereunder,  
4 itemized invoices in duplicate shall be sent to the **County of Fresno, Internal Services Department,**  
5 **Facility Services Division, 4590 E. Kings Canyon, Fresno, CA 93702.** The Agreement number must  
6 appear on all shipping documents and invoices. Invoice terms shall be Net 45 days.

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

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

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

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

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

4           9.     HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and  
5 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
6 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the  
7 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this  
8 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or  
9 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or  
10 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

11           10.    INSURANCE

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

16                   A.   Commercial General Liability

17                 Commercial General Liability Insurance with limits of not less than One Million Dollars  
18 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall  
19 be issued on a per occurrence basis. COUNTY may require specific coverages including completed  
20 operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any  
21 other liability insurance deemed necessary because of the nature of this contract.

22                   B.   Automobile Liability

23                 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than  
24 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars  
25 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00),  
26 or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage  
27 should include owned and non-owned vehicles used in connection with this Agreement.

1 C. Professional Liability

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

5 D. Worker's Compensation

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

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, Internal Services Department, Facility**  
17 **Services Division, 4590 E. Kings Canyon, Fresno, CA 93702**, stating that such insurance coverages  
18 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
19 not be responsible for any premiums on the policies; that such Commercial General Liability insurance  
20 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
21 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
23 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
24 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
25 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

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

14 COUNTY

15 Internal Services Department  
16 Robert W. Bash  
17 Director of Internal Services/  
18 Chief Information Officer  
19 333 W. Pontiac Way  
20 Clovis, CA. 93612  
21 FAX: 559-600-5927

CONTRACTOR

TRANE U.S. INC.  
Scott Smillie  
4145 Del Mar Avenue  
Rocklin, CA. 95677

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

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

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

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

10 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

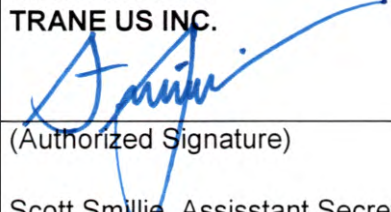
14 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
15 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
16 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
17 is a party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

22 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between  
23 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
24 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
25 understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any  
26 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be  
27 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding any  
28 Exhibits); and (2) Exhibits A, B, C, and D. as applicable.



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

3 **CONTRACTOR**  
4 **TRANE US INC.**

5   
6 (Authorized Signature)

7 Scott Smillie, Assisstant Secretary  
8 Print Name & Title

9 4145 Del Mar Avenue

10 Rocklin, CA. 95677

11 Mailing Address

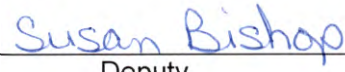
**COUNTY OF FRESNO**

12   
13 Sal Quintero,  
14 Chairperson of the Board of Supervisors  
15 of the County of Fresno

**ATTEST:**

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

By:

  
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 ORG No.: 8935  
18 Account No.: 7205  
19 Requisition No:  
20 Fund: 1045  
21 Subclass: 10000  
22  
23  
24  
25  
26  
27  
28



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc. dba Trane

**Company Name**

County of Fresno  
4590 E Kings Canyon  
FRESNO, CA 93702

**Trane Representative**

Chan Kim  
Cell: (559) 647-2970

**Proposal ID**

2434650

**Service Contract Number****Contact Telephone Number for  
Service**

(866) 630-0975

February 22, 2018



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

### FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

#### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

#### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

#### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

### THE WARRANTY PERIOD

During the Trane Limited Equipment Warranty period, service interactions give your Trane team additional sightlines into equipment performance. Equipment anomalies are more likely to be detected, and resolved, within the warranty period. Any warranty issues found during routine maintenance or service calls will be reported to you immediately.

### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

# SCOPE OF SERVICES — STANDARD INCLUSIONS

## ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

### TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

#### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

#### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





# Exhibit A

## REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

## Exhibit A

### TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

**Advantages:**

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

**Implementation:**

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

## Exhibit A

### HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at Fresno County:

Equipment	Manufacturer	Model Number	Serial Number
JJC Centrifugal Chiller	Trane	CVHF091FA2	L04F02634
JJC Centrifugal Chiller	Trane	CVHF091FA2	L04F02639
JJC Centrifugal Chiller	Trane	CVHF091FA2	L04F02640
Main Jail Centrifugal Chiller	Trane	CVHE050	L01H10047
Main Jail Centrifugal Chiller	Trane	CVHE050	L01H10041
South Jail Centrifugal Chiller	Trane	CVHE050	L95C03485
South Jail Centrifugal Chiller	York	YT A2 B1 B2 – CG F	YNXM639725
Plaza Centrifugal Chiller	Trane	CVHE050	L94L11242

#### Description

Centrifugal Annual Inspection (Service 2)

#### Quantity Per Year

1

Centrifugal Operational Quarterly Inspection (Service 3)

3

Equipment	Manufacturer	Serial Number
JJC Cooling Towers	BAC	4028736

#### Description

Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell) (Service 1)

#### Quantity Per Year

1

Quarterly Mechanical-Draft Cooling Tower (1 Cell) (Service 4)

3

# Exhibit A

## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### **Service 1: Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell)**

#### Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection And Clean
- Check Condition Of Gear Box
- Fan Check For Cooling Tower
- Cooling Tower Motor Check And Lube
- Basin Heater Inspection On Cooling Tower

### **Service 2: Centrifugal Annual Inspection**

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Starter Maintenance and Inspection - Rockwell AFDE
- Meg Compressor Motor With AFD
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device



# Exhibit A

## **Service 3: Centrifugal Operational Quarterly Inspection**

### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Open Starter Panel Door(s)
- Starter Maintenance and Inspection - Rockwell AFDE
- Close Starter Panel Door(s)
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Manual Log With Electronic Device

## **Service 4: Quarterly Mechanical-Draft Cooling Tower (1 Cell)**

### Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection Only
- Check Condition Of Gear Box
- Cooling Tower Motor Check And Lube

## Exhibit A

### PRICING AND ACCEPTANCE

County of Fresno  
4590 E Kings Canyon  
FRESNO, CA 93702

#### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

#### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Price	Quarterly Price	Payment Term
Year 1	\$71,128.00	\$17,782.00	Quarter
Year 2	\$73,972.00	\$18,493.00	Quarter
Year 3	\$76,932.00	\$19,233.00	Quarter
Year 4	\$80,008.00	\$20,002.00	Quarter
Year 5	\$83,208.00	\$20,802.00	Quarter

☐ A **one-time 3.00 % discount** is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. **The discount would be 2,133.84 USD if this option is selected.** Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

#### Term

The Initial Term of this Service Agreement is 5 years, beginning on agreed upon date. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term 5 years from the agreed upon start date, this Agreement shall renew on an agreed upon date (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (559) 647-2970.

## Exhibit B



WE MAKE BUILDINGS WORK BETTER FOR LIFE™



May 25, 2017

Trane Fresno  
3026 N Business Park Ave, Ste 105  
FRESNO, CA 93727  
Phone: (559) 250 8960

Josh Noel  
County of Fresno  
4590 E Kings Canyon  
FRESNO, CA 93702 U.S.A.

Site Address:  
Fresno Co Juvenile Justice 712  
3333 East American Avenue  
FRESNO, CA 93725  
United States

**Project Name:** Fresno County Juvenile Justice Facility, Adaptiview Upgrades

### Trane AdaptiView™ Display Upgrade for CenTraVac™ Chiller

We are pleased to offer you this proposal for the AdaptiView™ Display Upgrade for your CenTraVac™ system. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

The new Trane AdaptiView chiller control system combines new color graphic operator interface with advanced processing and communications capability to enhance the usability and functionality of your chiller system. It also allows open protocols for direct communication with other building control systems. By giving a better view into a chiller's inner workings, Tracer™ AdaptiView chiller control helps keep building occupants cool and critical processes operational.

An added benefit of the AdaptiView control family is that it allows our service technicians to use our newest generation of laptop computer based service tools when working on your chiller. This Unit controller will allow you to see when the chiller is having multiple control issue. In the years to come, you will see how these tools will improve the speed of chiller diagnosis and repair work. It will also provide you with better records – logging of our work and your equipment's performance.



## Exhibit B

### Proposal

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed.

Equipment	Qty	Manufacturer	Model Number	Serial Number
Chiller	1	Trane	CVHF091	L04F02634
Chiller	1	Trane	CVHF091	L04F02639

### Unit Controls Upgrade Proposal

The conversion of existing Trane CenTraVac™ chiller control processor and operator interface to the current production Tracer™ CenTraVac AdaptiView™ display and control system.

### Scope of Service

- Inspection of chiller to validate operating condition\*. Recording present chiller DynaView™ operating configuration and logged data.
- Removal and salvage of existing control panel door and door mounted CenTraVac DynaView chiller controller.
- Installation of new control panel door, CenTraVac UC800 chiller controller, and power supply.
- Installation of spring loaded mounting arm and AdaptiView color graphic operator display.
- Use of Trane service tool to reformat of existing chiller data into AdaptiView format and download to new chiller control.
- Startup and logging of the chiller.
- Operator training of usage and features of new control system.

\* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

### Warranty

**Standard Warranty** - Our warranty is **five year** parts and labor. Please refer to the attached Terms and Conditions.

### Exclusions

- Trane open protocol hardware and its installation and or interface with building systems is proposed separately unless documented below.

### Unit Controls Upgrade Proposal

The conversion of existing Trane CenTraVac™ chiller control system to the current production Tracer™ CenTraVac AdaptiView™ panel and control system.

### Scope of Service

- Inspection of chiller to validate operating condition\*. Recording present chiller operating configuration and logged data.
- Removal and salvage of existing chiller control panel.
- Installation of new Trane AdaptiView control panel and renovation of chiller starter to AdaptiView starter control.
- Installation of new temperature sensors, pressure transducers and pluggable connectors.
- Installation of spring loaded mounting arm and AdaptiView color graphic operator display.
- Use of Trane service tool to configure AdaptiView chiller controller for proper operation.
- Startup and logging of the chiller.
- Operator training of usage and features of new control system.

## Exhibit B

### Standard Features – AdaptiView™ Panel Upgrade

#### General

The Tracer™ AdaptiView™ Upgrade Chiller Controller is a pre-packaged upgrade kit designed for existing chillers. The AdaptiView kit provides Trane® Tracer AdaptiView chiller control and has standard communication capability for Trane.

#### Control Function

The Tracer AdaptiView system has the following control functions;

- Smart compressor startup and shutdown sequence
- Oil pump control
- Inlet guide vane actuator
- Loss of flow in condenser or evaporator
- High condenser pressure limit
- High pressure cutout
- Evaporator fluid temperature cutout
- Evaporator refrigerant temperature limit
- Evaporator leaving fluid temperature control
- Current limit control/Demand limit input
- Condenser limit control
- Automatic chilled water set point reset
- Constant entering fluid temperature control
- Ability to control chilled water set point with varying water flow
- Chiller startup automatic soft-loading
- Smart chiller auto-restart
- Remote BAS set point control
- Remote BAS enable/disable
- Pump start/stop output relays
- Cooling water
- Chilled Water
- Oil heater set point control

## Exhibit B

### Monitoring Functions

The Tracer AdaptiView has the following monitoring functions;

#### Temperature - Standard

- Evaporator approach temperature
- Evaporator entering water temperature
- Evaporator leaving water temperature
- Condenser approach temperature
- Condenser entering water temperature
- Condenser leaving water temperature
- Oil tank temperature
- Saturated evaporator refrigerant temperature
- Saturated condenser refrigerant temperature

#### Pressure - Standard

- Evaporator refrigerant pressure (derived) psia
- Condenser refrigerant pressure (derived) psia
- Oil tank pressure psia
- Oil pump discharge pressure psia
- Differential oil pressure (derived) psid

#### Control inputs - Standard

- Setpoint source: front panel
- Chilled water reset based on return water temperature
- External chiller Auto-Stop
- External chiller emergency Stop

#### Chiller associated - Standard

- Compressor motor starts
- Compressor motor running hours
- Current, phase current
- Voltage, L1, L2, L3
- Compressor motor kW
- Power factor
- Compressor motor % RLA by phase

## Exhibit B

### Pricing and Acceptance

Price Each Chiller:.....\$19,450.00 USD  
Total Price for Both Chillers:.....\$34,000.00 USD

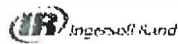
### Clarifications

1. Price includes applicable sales taxes.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. Estimated Completion time of 3 days per machine.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

#### Colm McEvilly Energy Management and HVAC Services

Mobile: 559.250.8960  
Tech Scheduling: 916 577 1142  
Toll Free After Hours Service: 866.630.0975  
3026 North Business Park Ave. Suite 104 Fresno, CA 93727  
E-mail: [colm.mcevilly@trane.com](mailto:colm.mcevilly@trane.com)



This proposal is valid 30 days from May 25, 2017.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

Submitted By: Colm Paul McEvilly	Proposal Date: May 25, 2017
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane Canada ULC
Authorized Representative	Authorized Representative
Printed Name	Title
Title	Signature Date
Purchase Order	License Number:
Acceptance Date	

## Exhibit C



Trane Fresno  
3026 N Business Park Ave  
Suite 104  
Fresno, CA 93727  
Phone # 559 / 271-4625  
Fax # 559 / 733-1486

### TRANE SERVICE FIELD QUOTATION

Job Number \_\_\_\_\_ ( Issued by Service Coordinator )

Date: 6.6.17

Project: Replace Cooling towers fan belts

Customer: Fresno County Juvenile Justice

Location: 3333 East American Ave, Fresno CA 93725

Bill to: \_\_\_\_\_

Customer Contact: Dan Miller

Trane is pleased to offer you this proposal for the following services:

Scope of work to be performed:

Replace fan belts on 3 cooling towers. This includes a long day for installation.

Our Price for this scope of work is.....

**\$2,797.00**

Notes:

1. Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
2. Any service not listed is not included in this quotation
3. All work performed is in accordance with Trane's Standard Terms & Conditions (copy attached)
4. This quotation is valid for 10 days from above date of quote
5. If this proposal is not accepted by the customer, all diagnostic costs will be invoiced separately.

Submitted by Trane Service Technician:

Bruno Junnila

Work Authorized and price accepted by Customer Representative:

Date of Acceptance:



## Exhibit D



Trane Fresno  
3026 N Business Park Ave  
Suite 104  
Fresno, CA 93727  
Phone # 559 / 271-4625  
Fax # 559 / 733-1486

### TRANE SERVICE FIELD QUOTATION

Job Number \_\_\_\_\_ ( Issued by Service Coordinator )

Date: 7/26/2017

Project: Repalce cooling towers basin flanges

Customer: Fresno County Juvenile Justice

Location: 3333 East American Ave, Fresno CA 93725

Bill to: \_\_\_\_\_

Customer Contact: Dan Miller

Trane is pleased to offer you this proposal for the following services:

Scope of work to be performed:

Replace basin flange on 3 cooling towers. This quote includes 3 flanges, hardware,gaskets, and installation labor and operational verification.

Our Price for this scope of work is.....

**\$6,766.00**

**Notes:**

1. Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
2. Any service not listed is not included in this quotation
3. All work performed is in accordance with Trane's Standard Terms & Conditions (copy attached)
4. This quotation is valid for 10 days from above date of quote
5. If this proposal is not accepted by the customer, all diagnostic costs will be invoiced separately.

Submitted by Trane Service Technician: Bruno Junnila

Work Authorized and price accepted by Customer Representative: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## Exhibit E

### 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).

<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>	