



Contract Number

SAP Number
4400030519

Project & Facilities Management

Department Contract Representative	Richard Ayala
Telephone Number	(909) 387-5111
Contractor	Trane U.S. Inc. dba Southern California Trane
Contractor Representative	Jack Ladwig
Telephone Number	(310) 486-2587
Contract Term	6/9/26 – 6/8/30
Original Contract Amount	\$7,453,735
Not to Exceed Amount	\$500,000
Total Contract Amount	\$7,953,735
Cost Center	7302001000
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain heating, ventilation and air-conditioning (HVAC) control systems services, including replacement of existing system, routine maintenance services and non-routine/unforeseen repair services, at various locations; and

WHEREAS, the County conducted a competitive process to find Trane U.S. Inc. dba Southern California Trane (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide HVAC control systems replacement, maintenance and repair services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. RESERVED

B. CONTRACTOR RESPONSIBILITIES

B.1 Replace the existing BAS system to a non-proprietary, open-source system that is fully BACnet-compatible.

Provide a comprehensive plan for migrating the existing building automation system (BAS).

Inspect, test, and maintain the equipment referred to in Attachment B, BAS Service Agreement.

- B.2** Have supervisory personnel who regularly inspect the premises and the work done by their staff and will exercise complete authority over all such employees. Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the County.
- B.3** Regularly and systematically examine and test all related equipment in accordance with the manufacturer's recommendations and industry standards. Contractor shall furnish the manufacturer's preventative maintenance guides and the Safety Data Sheets (SDS) to the County as well as provide safety and product training to onsite County personnel.
- B.4** Only utilize staff that complete asbestos training in accordance with CCR Title 8, Sections 5208 and 1529. Training shall be consistent with United States Environmental Protection Agency training requirements as set forth in Code of Federal Regulation (CFR) Title 40, section 763.92(a)(1). Documentation that the Contractor's staff (names) has received such training must be submitted to the County within thirty (30) days of the Contract start date.
- B.5** Maintain a staff adequate to provide complete coverage and emergency service if required and provide emergency service for the rates provided in Attachment B.
- B.6** Supply the County with an Emergency Notification Plan that includes any emergency call out telephone numbers with an emergency on site response time of two (2) hours or less, and an emergency on site response time of four (4) hours or less. The Contractor shall provide emergency service on a 24-hour-a-day, 7-day-a-week basis.
- B.7** Maintain, at Contractor's expense, a local technician who is able to provide the services required under this Contract and the Contractor's supervisory personnel shall be familiar with technology and equipment involved at the designated County facilities.
- B.8** Accept the existing condition of all systems and equipment. Condition of existing equipment shall not be grounds for additional payment to Contractor for performing work as specified.
- B.9** Submit to the County monthly service reports of site visits, in arrears, no later than 15 calendar days. Additionally, supervisor's quality inspections should be included in the monthly reports.
- B.10** Agree that each phase of the services rendered under this Contract are subject to County inspection during both the Contractor's operations and after completion of services/tasks. The County's inspection is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the terms and conditions of this Contract. All costs associated with rework are the responsibility of the Contractor. The County reserves the right to choose the inspection methods including hiring an independent consulting firm to evaluate the Contractor's performance and to vary the inspection methods utilized during the work without notice to the Contractor.
- B.11** Submit to the County a Quality Control Plan (QCP) for approval 15 calendar days after award of the Contract. The plan will cover all work performed by the Contractor and all subcontractors. This QCP shall include:
 - a. A description of the Contractor's Quality Control Plan.
 - b. A chart showing the Quality Control (QC) organizational structure.
 - c. Names and qualifications, in resume format, of each person in the QC organization.

- d. The duties, responsibilities, and authorities of each person in the QC organization.
- e. A listing of all subcontractors that will be employed by the Contractor, a description of the services these firms will provide, and who will be responsible for providing QC services on their services.
- f. Procedures to identify, record, track, and complete rework items.
- g. Documentation procedures including proposed report formats. The procedures must include provisions for recording the results of inspections and for recording corrective action taken.
- h. Procedures used to record client complaints and follow up inspections.
- i. Procedures for identifying and documenting the final inspection process.
- j. Procedures that describe the process used to determine overall client satisfaction and quality of services provided by the Contractor.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to

work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for

the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of Project & Facilities Management or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees

or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work

under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other

bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section

G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their

positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials

or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

C.47 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of

Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 Reserved

C.50 Reserved

C.51 Reserved

C.52 Payment Bond

Contractor will furnish a Payment Bond in an amount equal to one hundred percent (100%) of the contract sum for non-routine/unforeseen repair projects authorized under this Contract. Individual projects and/or work orders shall not exceed \$75,000. Projects may not be split or divided into small projects to avoid the \$75,000 limit. The Bond must comply with all requirements in the Contract and California Civil Code section 9554, be on a County approved bond form (see Attachment C for sample bond form), and be secured from a surety company satisfactory to the County within ten (10) calendar days of the award of the Contract. The Bond shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 9, 2026, and expires June 8, 2030, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 County shall provide information relating to facility requirements, locations, and times of required collections.

E.2 County shall provide Contactor, its agents and subcontractors, with access to the site(s).

E.3 Notify Contractor in writing of County procedures required and the name of the County representative authorized to act on its behalf. County shall review documents submitted by Contractor and shall promptly render any necessary decisions.

E.4 County shall provide Contractor any and all records, surveys, and other documents and information as necessary for Contractor to perform the Services hereunder.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed **\$7,453,735 as described in Attachment B** and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

In addition, County will compensate Contractor a total amount not to exceed \$500,000 for unforeseen repair services, if such services are requested by the County, in writing. **Contractor acknowledges the Non-Routine/Unforeseen Repairs provision of the Contract is for "on-call" repair services and there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor further acknowledges that non-routine/unforeseen repairs are subject to the requirements of the California Public Contract Code and individual projects and/or work orders shall not exceed \$75,000. Projects may not be split or divided into small projects to avoid the \$75,000 limit.** Contractor will only be compensated for work performed following receipt of written or email authorization, from the Project & Facilities Management Department, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any related invoice Contractor submits for work performed.

F.2 Contractor shall perform as-needed repairs upon receipt of written or email authorization as described above. Any such work shall be completed promptly in order to alleviate emergency situations or avoid possible violations of regulatory agency rules. Within twenty (20) days of completing the work, Contractor shall provide County an itemized invoice for the work performed. The invoice shall be based on the estimate previously submitted by the Contractor to County and subsequently approved by the County, and shall include the written or email authorization. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoices received without the written or email authorization attached will not be paid. Invoices need to be submitted to the following address:

Project & Facilities Management
385 N. Arrowhead Ave.
San Bernardino, CA 92415

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall

promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage

does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Reserved

G.11.6 Reserved

G.11.7 Reserved

G.11.8 Reserved

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested,

and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Chief of Facilities Management
200 South Lena Road
San Bernardino, CA 92415-0055

Trane U.S. Inc.
dba Southern California Trane
3253 East Imperial Highway
Brea, CA 92821

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

TRANE U.S. INC.
dba SOUTHERN CALIFORNIA TRANE
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Johnny Brown
Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

Regional General M N
Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Kaleigh Ragon Deputy County Counsel Date _____	► _____ Date _____	► Jennifer Costa Chief of Facilities Management Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code sections 1777.1 and 1771.1(o), the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <https://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County and the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.
 - i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars (\$5,000) per project.
 - ii. This requirement does not apply to public works projects \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. Limits on Hours of Work:

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Jobsite Notices

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. Registration with the DIR (Labor Code section 1725.5)

- a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).
 - i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - 1) The subcontractor is registered prior to the bid opening.
 - 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
 - 3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

- b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
 - i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
 - ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional \$10,000, for entering into a contract with an unregistered subcontractor.
 - iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars (\$10,000), or both.
- c. To qualify for registration with the DIR, Contractor must meet all requirements listed in [Labor Code Section 1725.5](#).
- d. Registration with the DIR is not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

2. Compliance with Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor’s name, address, telephone number and state license number; the full name and address of the public work

awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.

- b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- c. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project— *it is not a request for the dispatch of an apprentice (to do this use DAS Form 142)*.
- d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- e. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- f. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- g. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program’s standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.
 - ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts or trades are denoted with a pound symbol “#” in front of the craft or trade name on the prevailing wage determination.
 - iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iv. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- h. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.
 - iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.
- i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract
 - i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. When the Contractor has a direct contract with the public agency that is under \$30,000.
 - iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. Exemption from Apprenticeship Ratios:

- a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
- b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.

ATTACHMENT B

BAS Service Agreement

Detailed Statement of Proposed Services

Trane’s proposed controls architecture is built to provide San Bernardino County with a scalable, maintainable, and fully open platform for portfolio-wide building automation. Below is an overview of the system architecture (sample graphic depicted on the following page) that is defined in detail on the following pages.

ENTERPRISE SERVER: Tracer® Ensemble

At the top level, Trane will deploy its enterprise management platform, Tracer® Ensemble, hosted on a County-provided server. Ensemble will serve as the central point of control and visibility for the County’s entire facilities portfolio. Designated personnel will use Ensemble to access, monitor, and manage all connected sites through a unified interface.

Server Requirements					
Operating System:	Microsoft Windows Server 2016, 2019, 2022				
	.NET 4.7.2				
Database:	Microsoft SQL Server 2014, 2016, 2017, 2019, 2022				
	*SQL 2022 Required for BACnet® Secure Connect				
Network Interface:	TCP/IP				
Minimum Requirements:	Configuration	Server Type	Processor	Memory	Hard Drive
	Application server	Virtual ^(a)	2 vCPU ^(a)	8 GB	NAS/SAN
	Application server	Tower or rack-mount	3.0 GHz - 4 Core	8 GB	73 GB Min
	Application server with SQL database	Tower or rack-mount	3.0 GHz - 4 Core	8GB/16GB+ ^(b)	
	Ensemble Cloud	Custom Web address, backed by Amazon, no upgrade limits			

Note: Ensemble Cloud is hosted in the Amazon Web Services® (AWS®) environment. Each customer is assigned their own virtual web and application server. Tracer® Ensemble installations can transition from an installation On-Premises Server to AWS and vice-versa. Tracer Ensemble Cloud is a Software as a Service (SaaS) solution where Trane takes consistent care of system upgrades and backups.

BUILDING-LEVEL CONTROL: Tracer® SC+ and Synchrony

At each building, Trane will install a Tracer SC+ controller, serving as the global controller and local user interface. This device runs Trane’s Synchrony platform and integrates with all mechanical systems and sub-devices within the building. The SC+ will be programmed to match the County’s preferred sequences, interface graphics, and access requirements.

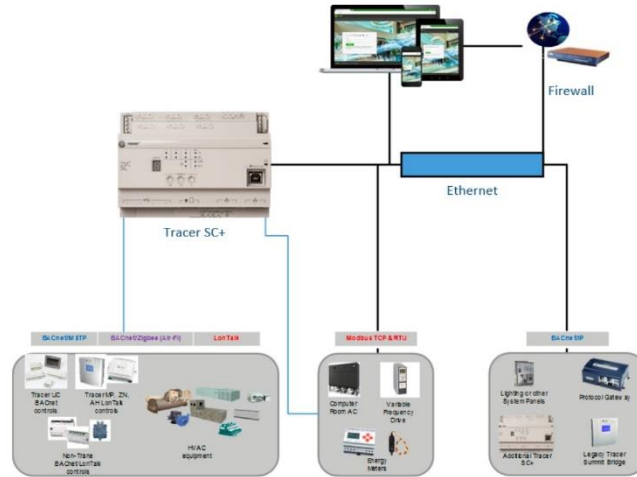
To ensure consistency across the portfolio, the user interface graphics on each SC+ will mirror those in Ensemble, allowing seamless transitions between building-level and enterprise-level views.

DEVICE-LEVEL CONTROLLERS: TRANE EQUIPMENT CONTROLS

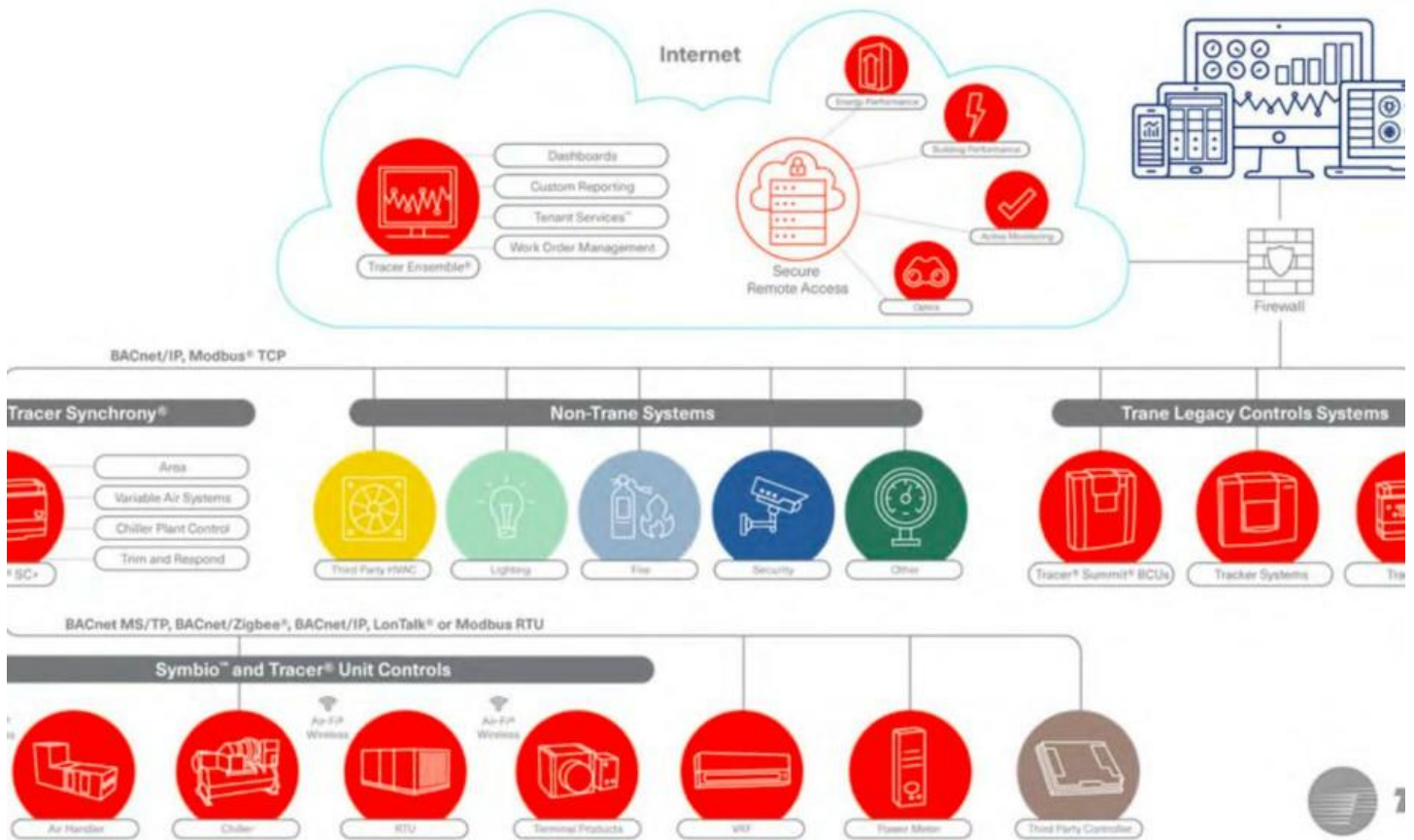
All major mechanical systems—air handlers, rooftop units, VAV boxes, split systems, pumps, and more—will be equipped with **Trane’s BACnet-native controllers**, fully integrated with the building’s

SC+ controller. These controls will be configured base on the specific system type and operational strategy for each site.

Figure 2. Example of a single SC+ facility configuration



This layered system architecture—combining Ensemble, SC+, and field-level Trane controllers—enables robust functionality across the portfolio while maintaining flexibility at the site level. It supports enterprise wide visibility, system standardization, and full County ownership without introducing unnecessary complexity.



A sample system architecture diagram depicts the portfolio-wide structure. While it shows a single SC+ and associated equipment, this model applies to each individual building in the County’s migration plan.

Scope of Work – Controls Installation

Control System Services Included:

- Trane Project Management throughout the length of the project
- Engineered Controls Submittals and As-Built Drawings for each building
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Building Code requirements. Trane to reuse all existing wiring; Communications, IP and/or sensor wiring where possible.
- System Programming, Commissioning, Graphics, and Controls Start-up for each site
- Trane shall provide 4 Training Hours of Owner Representative(s) after each building completion. An additional 56 hours of expanded training shall be provided to provide the County with further advancement in their knowledge of the system and controls technically.
- Trane to provide up to (7) copies of Trane TU Software for County personnel.
- 1st Year Parts and Labor Warranty for all new Material provided as part of the project.
- Equipment order release and services rendered are dependent upon receipt of PO/Subcontract and credit approval.
- The owner shall maintain a safe working environment for Trane employees and/or subcontractors.
- Existing control power circuits/wiring and/or sensor wiring that meet code and control requirements may be reused.
- Existing enclosures to be reused with all existing 120v power already installed.
- The owner shall provide all necessary IP addresses required for all new IP Front End and/or controllers.

Trane Front End and Building Controls:

- a) Trane to provide and install an Ensemble Server based front end for all operator needs. Operator graphics shall include mechanical equipment, systems and floor plan graphics for review of control variables, set points, and alarms. The Trane Controls interface provides the ability to access the BAS from any standard PC, laptop, or smartphone using standard Web browser software (i.e. Internet Explorer or Firefox) and is password protected to ensure authorized access.
- b) Trane to furnish and install a Trane System Controller (SC+) network panel for integration of all connected equipment and controllers at each site. Tracer SC+ panel are provided with web-based communication interface for remote communications by the Owner or Trane field personnel.
 - i. Site ethernet connectivity shall be provided by the owner to ensure all necessary network conditions and requirements to ensure integrity of the customer's network and security. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed.

- ii. To ensure proactive service and facility issue resolutions, the County of San Bernardino shall provide remote VPN access to the facility infrastructure systems for monitored and/or control by Trane's automation/monitoring system to provide support from our local and/or national Trane Intelligent Services staff.

Typical Building Level System Controls:

- a) New Trane Symbio Field Installed Controls for existing Water-Cooled Chiller Plant w/ Cooling Towers
 - i. Control/integration of existing Water-Cooled Chillers
 - ii. Control of Existing Chilled Water Pumps
 - iii. Control of Existing Condenser Water Pumps
 - iv. Control of Existing Cooling Tower Fans
 - v. Monitoring of Existing Refrigerant Monitoring System if applicable
 - vi. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- b) New Trane Symbio Field Installed Controls for existing Air-Cooled Chiller Plant
 - i. Control/integration of existing Air-Cooled Chillers
 - ii. Control of Existing Chilled Water Pumps
 - iii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- c) New Trane Symbio Field Installed Controls for existing Hot Water Plant Controls
 - i. Control/integration of existing Hot Water Boilers
 - ii. Control of Existing Hot Water Pumps
 - iii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- d) New Trane Symbio Field Installed Controls for existing Geothermal Hot Water Controls
 - i. Control of Existing Heat Exchanger Valves
 - ii. Control of Existing Hot Water Pumps
 - iii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- e) New Trane Symbio Field Installed Controls for existing WSHP Central Plant
 - i. Control of Existing Cooling Tower Fans
 - ii. Control of Existing Condenser Water Pumps
 - iii. Control/integration of existing Hot Water Boilers
 - iv. Control of Existing Hot Water Pumps
 - v. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- f) New Trane Symbio Field Installed Controls for existing Double Duct, MZ, VAV, CV or DOAS Air Handlers
 - i. Control of Existing Supply and/or Return Fans
 - ii. Control of Existing Chilled and/or Hot Water Valves
 - iii. Control of Existing DX Condensing Units for Cooling
 - iv. Dry-Bulb Economizer Control where applicable
 - v. Control of Damper Actuators for Multizone Air Handlers
 - vi. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Meters, Pressure Sensors, etc....

- g) New Trane Symbio Field Installed Controls for existing Constant Volume or VAV Rooftop Units
 - i. Installation of new Symbio Fld Controller for 2H/2C control or installation of Trane BACnet Comm card on existing Trane RTU's where possible.
 - ii. BACnet Integration of all existing VAV Rooftops
 - iii. New Trane Space Sensors for CV Rooftops
 - iv. Monitoring & control for DCV of existing CO2 sensors
 - v. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Pressure Sensors, etc....

- h) New Trane Symbio Field Installed Controls for existing Double Duct VAV Boxes
 - i. Installation of new Symbio VAV Controller w/ Hot & Cold Deck Pressure Sensor
 - ii. Control of Hot & Cold Deck Damper Actuator
 - iii. VAV Discharge Air Temperature Sensors
 - iv. New Trane Space Sensors
 - v. Monitoring & control for DCV of existing CO2 sensors

- i) New Trane Symbio Field Installed Controls for existing VAV Boxes
 - i. Installation of new Symbio VAV Controller w/ Pressure Sensor
 - ii. Control of Damper Actuator
 - iii. Control of exiting HW Control Valves
 - iv. VAV Discharge Air Temperature Sensors for HW Reheat Boxes
 - v. New Trane Space Sensors
 - vi. Monitoring & control for DCV of existing CO2 sensors

- j) New Trane Symbio Field Installed Controls for existing Changeover Bypass Dampers
 - i. Installation of new Symbio Zone Damper Controller
 - ii. Installation of new Symbio Bypass Damper Controller w/ Pressure Sensor
 - iii. Control of Damper Actuators
 - iv. New Trane Space Sensors
 - v. Monitoring & control for DCV of existing CO2 sensors

- k) New Trane Symbio Field Installed Controls for existing Fan Coils
 - i. Control of Supply Fan

- ii. Control of existing Chilled & Hot Water Valves where applicable
 - iii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Pressure Sensors, etc....
 - iv. New Trane Space Sensors
 - v. Monitoring & control for DCV with existing CO2 sensors
- l) New Trane Symbio Field Installed Controls for existing WSHP's
- i. Low Voltage Interlock for WSHP Fan Coil controls
 - ii. Control of existing Isolation Valves where applicable
 - iii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Pressure Sensors, etc....
 - iv. New Trane Space Sensors
 - v. Monitoring & control for DCV with existing CO2 sensors
- m) New Trane Symbio Field Installed Controls for existing DX Split System
- i. Low Voltage Interlock for DX Split System controls
 - ii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, Pressure Sensors, etc....
 - iii. New Trane Space Sensors
- n) New Trane Symbio Field Installed Controls for existing rooftop Evaporative Coolers
- i. Low Voltage Interlock for DX Split System controls
 - ii. Monitoring of existing ancillary sensors or devices, i.e.: Temperature Sensors, etc....
 - iii. New Trane Space Sensors
- o) Field Control of existing Exhaust Fans where applicable
- p) Miscellaneous Monitoring of the following existing items where applicable:
- i. Integration with existing Power Meters via BACnet
 - ii. Integration with existing Chemical Treatment via BACnet
 - iii. Integration with existing Generators and/or UPS's via BACnet or MODbus
 - iv. Integration with existing Computer Room A/C's via BACnet
 - v. Ductless Split System Temperature Monitoring Only
 - vi. Lighting Panel Integration for Scheduling Control via BACnet
 - vii. Fire Alarm Panel Integration for Alarming Only via BACnet or MODbus
 - viii. Integration with existing Lab & Fume Hood Controls via BACnet
 - ix. Integration with existing Humidifier via BACnet or nearest Symbio VAV Controllers

ASSUMPTIONS & CLARIFICATIONS

- Pricing is based on all work being performed during standard business hours (8am to 5pm, M-F,
- non-holidays - any work required outside of standard business hours will be proposed to the County for consideration and approval based on the differential labor rate costs.
- Pricing was developed based on the systems and conditions detailed via the front-end Siemens controls system only; site walks for physical investigation was not provided. In the event onsite conditions are found to conflict with those depicted in the front end a change order may be required.
- In the event the scope of work deviates from that described, either due to requirement or preference, a change order will be provided with a detailed scope of work and accurate pricing for the County to consider and approve/deny prior to the associated work being performed.
- Pricing does not include any scope of work designed to bring out-of-compliance systems into compliance such as California's ADR
- Equipment will require shutting down during cutover. San Bernardino County is expected to provide assistance in operating equipment in hand during cutover. As noted in the Work Plan section, Trane will work closely with the County and the site to ensure any and all cutovers are as minimally impactful as possible.
- If noted in scope of work; existing connection and/or integration pathways to the existing equipment shall remain in their current format and no new integration pathways will be provided; i.e. if a VFD is connected (not integrated) it shall remain connected (not integrated).
 - Term Clarification – Equipment such as VFDs can be connected to the control system via hard wired signals with minimal data communication or it can be integrated to the control system via a BACnet communication card provided by that equipment OEM which allows for a far more extensive data communication. Whereas newer drives can be programmed to be integrated via multiple communication protocols, some older generation VFDs were designed with a specific communication protocol enabled and can't be modified to use a different protocol without replacing the entire drive. That being the case, it's possible existing hardware will require replacement.
- Existing high/low voltage wiring, conduit, wiring pathways, panels and end devices/control points may be re-used.
- Pricing is based on all existing equipment and controls being in good working order. In the event existing components require repair or replacement a change order may be issued for County consideration.
- Pricing is based on San Bernardino County providing the following documentation:
 - Up to date floor plans for use in generating accurate graphics.

o Buildings often undergo renovations through the years and, in Trane's experience, controls contractors rarely are involved to update the graphics accordingly. That being the case, it is assumed that the floor plans shown in the existing front end are not an accurate representation of the floor plan for each site. Providing current floor plans will ensure the new graphics Trane generates will be accurate which is critical for effective troubleshooting by facilities staff.

- o As-built plans for use in generating accurate graphics and sequences. In the event these are unavailable a change order may be issued to field investigate and recreate this information.
- o Ductwork pathways shown on an as-built mechanical plan can be used to build an overlay on the floor plan graphics showing duct runs, vav locations, etc. as it relates to the building layout.
- Controls drawings for use in accurately documenting sequences of operation.
- o The sequence of operations on any type of equipment can vary from unit to unit based on the original design intent. Replication of the sequences of operation are imperative to ensuring the building operates to the design intent. In the event controls drawings aren't available, additional field investigation may be required, at additional cost, to understand the current operation and write a current sequence of operation.
- Pricing is based on all equipment being accessible.
- Any pre-existing design or known issues related to equipment, hydronics, air/water balancing, vibration, acoustics, or performance of the existing system will not be addressed or fixed as part of this controls upgrade. As detailed in this proposal, as part of the pre-construction planning, Trane's team will work with the County to ensure it understands if any of the above issues already exist and, if so, will help identify and evaluate feasible resolutions for County consideration.
 - o Trane assumes all existing Central or Hot Water Plant isolation valves are controlled by the equipment directly.
 - o Trane assumes all existing Refrigerant Monitoring Systems are operational and utilized in a standalone fashion.
 - o Trane assumes all existing sensors, valves, meters, etc.. are in operational and shall be reused.
- Pricing is based on IP based home run control system IT design per RFI.
- The existing Siemens front end provides 2D graphics. In the event Trane is provided as-built drawings for use in generating new front-end graphics, the County will have the option to keep 2D graphics or to have new 3D graphics created by Trane at no additional cost.
- Integration with Fire Alarm Panels will require coordination with FLS contractor which the County shall provide the necessary contact information and/or details.
- Integration with Lighting Panels will require coordination with lighting contractor which the County shall provide the necessary contact information and/or details.

- Pricing is based on the controllers on the lab valves and fume hoods at the crime lab building to remain unchanged and shall be integrated into the same manner as the existing Siemens system.
- Pricing is based on San Bernardino County providing Trane Ethernet connections to newly installed Trane panels (excluding terminal boxes) and VPN access during the warranty period. Trane requires:

(1) IP address for each panel (excluding terminal boxes). If remote access is not provided to Trane a change order may be issued for County consideration.

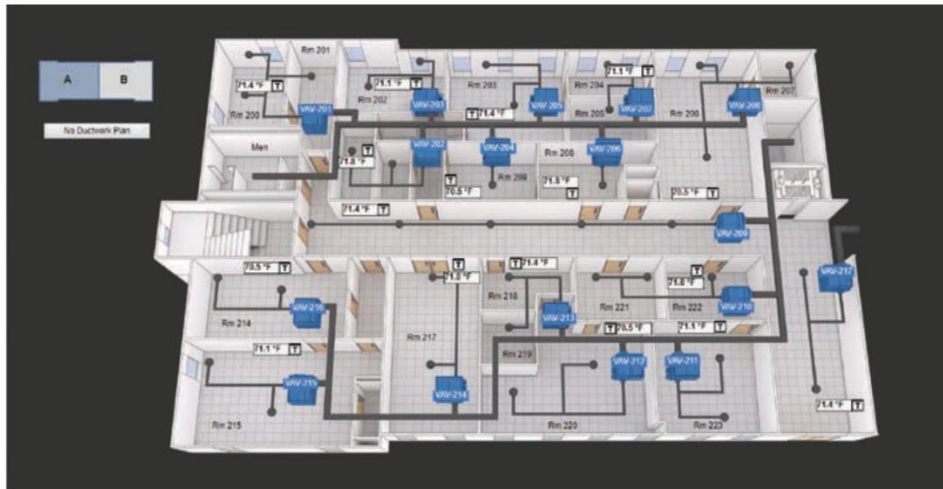
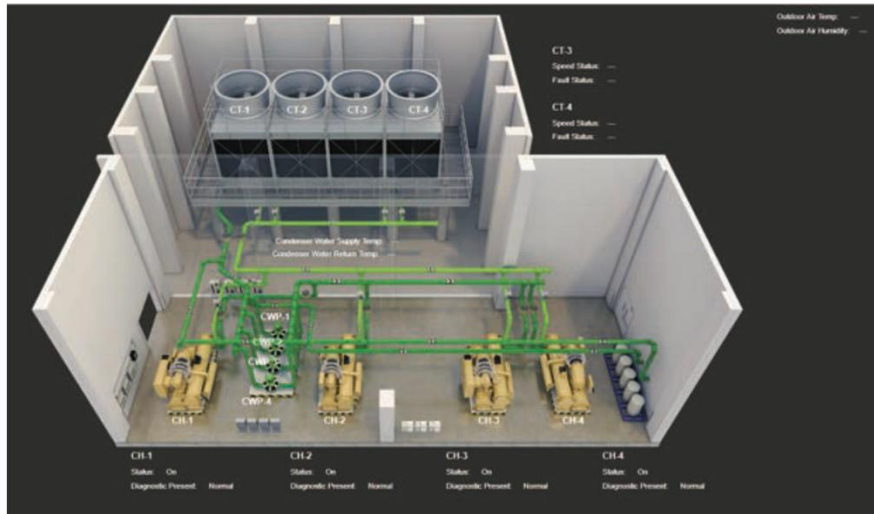
The owner shall maintain a safe working environment for Trane employees and/or subcontractors.

EXCLUSIONS

- Permits and upgrades to meet current code
- Furnish or installation of smoke control, smoke detectors, fire smoke dampers, etc.
- Furnish, install, wire or terminate any panels/devices related any systems not explicitly called out above, including (but not limited to): display or workstation, other controllers or control panels, smoke control systems, fire-life safety systems, lighting control systems, power and/or energy monitoring, security, air or water flow stations, tenant billing systems, etc.
- Upgrade, replace or repair any existing equipment, sensors, valves and/or meters.
- Roof Penetration, Coring, Painting, Patching
- Providing a 3rd party Air and/or water-balancing contractor for the project.
- Air and/or water-balance aside from the balance for calibration noted in the scope of work for the base-bid
- Video or Audio recordings of any Trane personnel or activity, in particular system installation, system start-up, repair procedures or training is prohibited.
- Software and firmware updates are required over the life of the system. These costs are not included in this proposal.
- Any scope of work required to bring the current into code compliance as part of the controller replacements.
- Pricing is based on the assumption that there are no existing safety hazards (i.e Asbestos). In the event Asbestos is present in locations that impact work, a change order may be issued for County consideration.
- Security, Escorts, and Access to Facility.

- LEED Certification, 3rd Party Commissioning, Title 24 Commissioning, Test and Balance or HVAC equipment startup of any existing systems.
- Trenching/backfilling, roof penetrations/sealant, underground conduit provisions, cutting, coring, core drilling, x-rays, patching, painting, access doors, or demolition of any kind.
- Ethernet drop and IP address.
- Any temporary controls.
- Allowances for Liquidated or Consequential Damages of any kind are not included. .
- Permits, Bonds, Fees, Demurrage or Storage Charges are not included.
- All environmental barriers for work areas shall be provided by others.
- Participation in OCIP or CCIP Insurance Programs
- Project Labor or Stabilization Agreements.
- Union Labor, Union Dues or Labor Premiums
- Overtime Work, After-hours Work or Accelerated project schedule.
- Provision/Installation Thermostat Guards/Covers, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any motor starters and/or variable frequency drives are not included.
- Escalation costs due to project delays or postponement over and beyond available 5 yr project allowance as indicated in the RFP.

A sample of the front-end graphical interface depicting a standard chilled-water plant, a standard floor plan graphic with ductwork overlay, and a standard equipment graphic for a typical rooftop packaged unit. Additional graphics for custom dashboards, scheduling, reporting, alarm log, etc. are not pictured but are available through the appendix.



TRANE Endeavour Candholm Favorites Home Alarms (5)

Tree
Applications
Building Summary
Alarms
Spaces
Equipment
Systems
Data Logs
Points
Schedules
Reports
Alarm Configuration
Tools

RTU-03 (VAV)

Equipment - Rooftop Unit VAV

Outdoor Conditions: 46 °F / 51 % RH

Occupied
Cool

Discharge Temp: 56 °F
Setpoint: 57.9 °F

Duct Static: 1.12 in(H₂O)
Setpoint: 1.10 in(H₂O)

Damper: 28.0 %
Exhaust: 93.0 %
Cool: 0.0 %
Fan: 64.0 %

Scope of Work – Controls Maintenance

The County's RFP states that "throughout the duration of the five-year project, the selected contractor will be responsible for the full maintenance and service of the existing BAS at all 43 locations." Because the RFP did not define a specific preventative maintenance scope or service frequency, Trane has interpreted this to mean that the selected contractor must be capable of maintaining both the existing systems (Siemens, Alerton/ALC, etc.) and the new systems installed under this contract—not necessarily that both require full scheduled service.

Additionally, Trane understands that one of the County's core goals is to increase internal control and reduce long-term dependence on the OEM. In light of that, we felt it would be inappropriate to include a comprehensive maintenance agreement without first understanding which support elements would bring the County the greatest value.

That said, our team recognizes that a formal service structure may provide the County with greater peace of mind, continuity, and accountability throughout the project. We've outlined our proposed service strategy below, structured to align with both current needs and future flexibility.

LEGACY SYSTEMS: AS-NEEDED SUPPORT

Given the accelerated pace of Trane's proposed migration schedule, establishing a preventative maintenance program for systems that are scheduled for near-term replacement would not be a prudent use of County funds. However, Trane remains fully prepared to maintain the legacy systems throughout the transition period:

- **On-Call BAS Support**

Trane's in-house service team includes technicians with direct experience on Siemens and other legacy platforms. We can respond to service requests on a time-and-materials basis for diagnostics, troubleshooting, and repairs as needed.

- **Proactive Coordination if Failures Occur**

If a critical hardware failure is identified, our team will collaborate with the County to evaluate whether it makes sense to replace the failed hardware with a like-for-like or to expedite the migration for that building—ensuring efficiency and minimizing risk to operations.

NEW TRANE CONTROLS: OPTIONAL PREVENTATIVE MAINTENANCE

To support system health, reduce downtime, and simplify accountability, Trane is offering an optional controls service program for each building after its migration is complete. If approved, each site would receive the following services which are covered in detail in the follow page's scope of work:

- **Annual Onsite BAS Inspection**

Performed in the cooler winter months, this visit includes full system diagnostics: visual inspection, controller health check, firmware validation, review of alarming behavior, graphics verification, and sequence functionality testing.

- **Annual Remote Mid-Year Review**

Trane's team will access the enterprise front-end from the County's workstation and evaluate BAS health portfolio-wide. Any anomalies—such as overridden points, recurring alarms, or system inefficiencies—will be documented and reviewed with County stakeholders. Trane and the County can then jointly assign each item to the County's in-house team or to Trane for further investigation or resolution.

These services are designed to align with the County’s desire for greater system ownership while still providing structured OEM support during the five-year implementation period. Pricing is listed as an optional add-on in the proposal’s cost summary.

ADDITIONAL SERVICE OPTIONS AVAILABLE

Should the County wish to expand its use of Trane’s support capabilities in the future, we offer a flexible menu of value-added BAS services that can be deployed across select buildings, regions, or the entire portfolio including but not limited to:

- Advanced alarm monitoring with technician intervention
- Digital analytics and system optimization reporting
- Remote diagnostics and override resolution
- Utility tracking and tenant billing solutions
- Work order integration and portfolio-level scheduling tools

These services are fully compatible with the County’s new Trane system and can be implemented as operational needs evolve—enhancing insight, improving uptime, and extending the life and performance of critical building systems.

Task	Task Description	Task Performed
<i>Alarm Notification</i>	Fast identification of performance issues, critical alarms defined and delivered per customer routing requirements.	Remote
<i>Software Update and Subsequent Training</i>	Bringing the SC+ up to the latest version. Complete operator training for all enhancements of the software upgrade. <i>Note that the terminal device controllers will not receive upgrades as part of this scope and that they will be upgraded as part of quoted services on an as-needed bases.</i>	On-site
<i>Alarm Log Review</i>	Separating actual versus nuisance alarm logs. Identifying trends in actual alarms. Determining root cause of alarm. Eliminate nuisance alarms.	On-site
<i>Schedule Review</i>	Validate schedules for actual use versus programmed (Holiday and normal business hours)	On-site

<i>Graphics Review</i>	Go through each customer graphic page for accuracy of data represented. (No "??s "-"). Ensure links work from graphics.	On-site
<i>Override Review</i>	Run override report and verify overrides. Look for possible training opportunities.	On-site
<i>BAS System Performance and Evaluation</i>	System health checks (memory, comm link integrity).	On-site
<i>System Backup and Asset Protection</i>	Perform full system backup. Expedite recovery after catastrophic error or event. Recurring backup of Tracer database and graphics.	On-site
<i>Operator Coaching</i>	Provide 1 on 1 around discrepancies in operating identified during system review.	On-site
<i>Technician-Customer Review</i>	Customer sit down communicated during upfront contract. Review all above "reviews" communicate corrective actions taken. Communicate identified opportunities for system improvement. Provide one-on-one coaching during semi-annual.	On-site
<i>Full On-Site Tasks</i>	<p>Report in with the Customer Representative</p> <p>Review customer logs with customer for operational problems and trends Provide software updates and subsequent training</p> <p>Check for loose or damaged parts or wiring</p> <p>Check for any accumulation of dirt or moisture. Clean if required. Verify Proper Grounding</p> <p>Inspect interconnecting cables and electrical connections.</p> <p>Verify proper communication link operation between the control panel and the external ICS devices.</p> <p>Verify that equipment is being controlled at the appropriate values</p> <p>Verify proper operation of critical control processes and points associated with this unit and make adjustments if necessary.</p> <p>Verify correct time and date Calibrate pressure sensors</p>	

	Provide written report and document any uncorrected deficiencies noted.
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Please note that if the customer has Non-BAS Maintenance items (i.e. a punch list of items not listed above) for Trane tech to look at during their PM visit, they will take time away from maintenance tasks. If that happens, then all of the above tasks may not be completed in one visit. Customer must prioritize and choose which tasks are most important for the time the tech is there – tasks can be spread out between visits, OR we will have to schedule a separate billable call for the non-BAS Maintenance list items. This needs to be determined and agreed upon at the beginning of the visit.

Work Plan

Large, multi-year programs succeed when they follow a disciplined approach that breaks complex work into clearly defined, repeatable steps. In the following pages, Trane outlines the high-level phases that will be applied to each building across the County’s portfolio. These include our development process—focused on discovery, planning, and coordination—and our implementation process—focused on installation, commissioning, and final turnover. This structure provides transparency, consistency, and confidence for all stakeholders involved.

PHASE 1: DESIGN

The success of any project begins with its development. That’s why Trane maximized every opportunity made available during the RFP process. We deployed a multi-discipline team across both front-end access days with a pre-planned task list, leveraged multiple laptops to explore system data concurrently, and secured backups of the Siemens HDB database to enable continued study post-site. This diligence ensures that our proposed scope aligns with the County’s intent—and is grounded in real system insight.

Upon award, that same level of commitment will continue through our design and planning process:

- **Site Walks**

Trane’s team will walk each building alongside internal and external stakeholders. These walkthroughs help identify construction challenges, access limitations, occupancy-related impacts, and validate existing system conditions.

- **Deficiency & Optimization Review**

After the site walks, our team cross-references field observations with the Siemens interface and controller programming to identify gaps, discrepancies, and underlying system issues that could impact performance after cutover. This includes:

- **Scope confirmation** – Verifying that the Siemens front-end reviewed during bidding accurately represents actual building infrastructure; identifying any missing points, misclassified equipment, or systems not previously shown.
- **Functional testing** – Identifying non-communicating devices, failed valves, or equipment performance issues that may not be resolved by replacing controllers alone.

- **Value-add recommendations** – Highlighting enhancements the County may wish to consider during construction, such as:
 - Pre- and post-project air balancing to validate performance in the absence of as-built airflow documentation
 - Energy-saving upgrades like CO₂ sensors or VFDs to enable advanced control strategies
 - Performance improvements such as resizing VAVs or addressing comfort issues through zone rebalancing
 - Sustainability measures such as installing submeters for gas, water, or electric tracking

These findings are shared with the County, along with recommended paths forward and a breakdown of benefits, constraints, and cost implications to support informed decision-making.

- **Engineering & Submittal Approval**

Trane’s engineering team will produce site-specific controls drawings and sequences of operation. These documents are submitted for County review and approval prior to material procurement or field implementation.

- **Installation & Cutover Scheduling**

Following the field investigation, Trane will develop a detailed cutover schedule for each building—identifying durations, technician assignments, and equipment migration sequences. This schedule is reviewed and approved by County stakeholders in advance to ensure full alignment around timing, expectations, and site access.

For occupied buildings, particular attention is paid to maintaining continuity of operations and occupant comfort throughout the transition. This level of planning is what allows Trane to perform live cutovers in complex environments—without disruption and without surprises.

PHASE 2: DELIVER

With the design phase complete and approved, the focus shifts to disciplined execution. While adaptability is important, a project of this complexity must be rooted in structured communication, consistent coordination, and methodical progress. Trane’s delivery approach is built around a shared understanding of roles, expectations, and timelines.

- **Internal & External Coordination Meeting** - To ensure alignment at every level, Trane’s project managers lead a series of regularly scheduled meetings - both with internal teams and with County stakeholders. These include:
 - **Site Kickoff Meetings** – Introduction of site-specific team members and review of access protocols, schedule alignment, and coordination logistics
 - **Engineering Review Meetings** – Joint review and approval of final engineered drawings and scope elements
 - **Construction Planning Sessions** – Final alignment on cutover schedule, technician assignments, and contingency planning

- **Weekly Progress Meetings** – Field updates, issue resolution, and milestone tracking
- **Punch Walks** – Site walk-throughs with County staff to review final scope completion and document open items
- **Portfolio-Level Reviews** – Strategic oversight with County leadership to ensure project pacing and outcomes remain aligned

These meetings ensure the right conversations happen at the right time—preventing miscommunication and allowing the project to progress without delays.

• **Onsite Implementation and Documentation**

During fieldwork, Trane’s controls technicians and subcontractors perform a wide range of tasks—from physical controller replacement to point mapping, programming, and full functional commissioning.

To ensure that each task is completed to specification, we require:

- **Commissioning Checklists** – For each controller, validating that all programming, sequences, and safety interlocks are operational
- **Point-to-Point Verification Logs** – Confirming each input/output is wired, mapped, and functioning as intended
- **Daily Field Reports** – Submitted by each technician to document activities completed, site observations, and any issues encountered

These records are reviewed daily by project managers to maintain accountability, track progress, and ensure no detail goes overlooked.

Quality Assurance Plan

Engineering Consistency Review

Review Design for Compliance
 Phased design approach with regular reviews
 Internal design review by Technical Leader

Implementation

Manage Subcontractors
 Maintain Schedule
 Monitor Cost vs. Budget
 Quality Control
 Point to Point Testing
 App based software and tablets to ensure real-time updates

Digital Commissioning

Utilization of Trane Digital Tools for Remote Testing/Commissioning
 Validation of test results
 Coordination with field team to address issues

Final Commissioning

Field Verification/Testing with Customer
 Training
 Owner Feedback
 Final Closeout

Equipment Tag Controller Model		POINT TYPE (UI/AO/BO/BI)	POINT NUMBER	TERMINAL BRAND	NO POINT PROGRAMMED	WIRES & TERMINALS SORT	COMMUNICATION UP / (EDA NORMAL)	VOLTAGE VERIFIED	IN TOLERANCE FOR COMPONENT RANGE	BOI DEVICE CALIBRATED & VERIFIED	POINT READS NORMAL & NO F.A.E.D.	PROGRAMMING COMPLETE	AS BUILT UPDATED	NOTES
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• User Training & Transition Support

As covered throughout our proposal, Trane provides structured training at every level of the County's organization—from site-level techs to central BAS operators. As part of delivery, this training is scheduled and completed prior to County handoff—ensuring that County personnel feel confident and competent before the new system is fully transitioned into daily operation.



• Punch Walks & Closeout Documentation

Each building concludes with a joint punch walk to identify any final action items. Once completed, Trane delivers a comprehensive closeout package including:

- Final commissioning logs
- As-built controls drawings and sequences
- Software backups and documentation
- Warranty terms and start dates

This documentation ensures that every detail of the installation is captured, validated, and turned over in full. The project is then transitioned to Trane's ongoing support team (if applicable), with formal acknowledgment of completion provided by both parties.

Schedule

Understanding the limitations and risks created by the County's existing proprietary platform, Trane has developed a project schedule that exceeds the minimum requirements defined in the RFP. Our proposed approach reflects thoughtful pacing, a clear structure, and the foresight to adapt. It moves quickly where feasible, defers complexity where appropriate, and is built around the realities of staffing, coordination, and building access—ensuring the County retains control at every step.

ADAPTABLE TO COUNTY PRIORITIES

While the proposed schedule represents Trane's current recommendations, we recognize that County priorities may shift throughout this project. We are prepared to adjust the rollout sequence to align with the County's needs including by not limited to impacts relating to:

- **Operational Needs:** Buildings with ongoing comfort or reliability challenges can be prioritized for earlier conversion
- **Energy Savings Opportunities:** Facilities with poor system performance or high utility spend may be targeted to accelerate savings
- **Capital Planning Considerations:** Trane can coordinate the schedule around fiscal-year budgets and multi-year capital plans

Our role is to provide structure and clarity—while staying responsive to the County’s needs over the life of the project.

PROPOSED PORTFOLIO LEVEL SCHEDULE

Our schedule outlines high-level start and completion dates for each building’s migration, informed by labor requirements for engineering, construction, and commissioning. This orientation is the result of deliberate planning, taking into account equipment complexity, facility type, coordination timelines, and risk mitigation. Key elements include:

- Starting with Simpler Sites

The rollout begins with smaller, lower-complexity facilities where engineering, procurement, and installation can be completed efficiently. These early sites allow Trane and the County to validate project workflows and communication paths before scaling to more complex buildings.

- Deferring Complex Sites Strategically

Larger, more technically demanding facilities are scheduled later in the term. This provides sufficient time for detailed design review, stakeholder engagement, and the pre-coordination required to ensure seamless cutover and commissioning.

- Completing Ahead of Minimum Timeline

Trane’s schedule enables the County to complete the migration of all but four buildings within three years, with the remaining sites completed early in Year 4. This significantly reduces reliance on outdated systems—while retaining the flexibility to adjust pacing based on site-specific needs, County direction, or unforeseen variables.

SBC Schedule

Project Start Date: 3/1/26							Year	Working Days
Project End Date: 1/18/30							2026	320
Calendar Duration (Days): 1419							2027	435
On-Site Duration (Days): 1320							2028	235
							2029	330
#	Building	Duration (Days)	YEAR	Order	Concurrent	Start Date	End Date	
20	Crisis Stabilization Unit - FONTANA	9	2026	1	Run Concurrent	3/1/26	3/11/26	
22	Crisis Treatment Center - FONTANA	9	2026	1	Run Concurrent	3/1/26	3/12/26	
23	Crisis Treatment Center - SB (Paseo)	10	2026	2	Run Concurrent	3/11/26	3/24/26	
41	Transitional Age Youth Center	10	2026	2	Run Concurrent	3/11/26	3/24/26	
21	Crisis Stabilization Unit - SB	17	2026	3		3/24/26	4/16/26	
40	Public Works Building (Alerton) - TPI	26	2026	4		4/16/26	5/22/26	
3	Redlands Museum	38	2026	5	Run Concurrent	5/22/26	7/14/26	
42	Valley Dispatch Center, Rialto (KMC) (TPI)	8	2026	5	Run Concurrent	5/22/26	6/2/26	
19	County Government Center	89	2026	6	Run Concurrent	7/14/26	11/16/26	
24	Crisis Treatment Center - Victorville	9	2026	6	Run Concurrent	7/14/26	7/27/26	
8	Apple Valley Library	9	2026	7	Run Concurrent	11/16/26	11/26/26	
9	Barstow Jail (KMC) - TPI	8	2026	7	Run Concurrent	11/16/26	11/25/26	
10	Barstow Office Building	8	2026	8	Run Concurrent	11/26/26	12/7/26	
31	High Desert Fleet Services	9	2026	8	Run Concurrent	11/26/26	12/8/26	
25	Crisis Treatment Center (JT)	9	2026	9		12/7/26	12/18/26	
29	Hall of Records	54	2026	10		12/18/26	3/3/27	
13	Building 303	74	2027	11		3/3/27	6/15/27	
6	104 Probation Building	25	2027	12	Run Concurrent	6/15/27	7/20/27	
43	Youth Center - RYEF	27	2027	12	Run Concurrent	6/15/27	7/21/27	
1	1020 East Cooley	19	2027	13	Run Concurrent	7/20/27	8/13/27	
4	SB County Sheriff's Crime Lab	63	2027	13	Run Concurrent	7/20/27	10/15/27	
7	268 Hospitality Building	51	2027	14	Run Concurrent	8/13/27	10/22/27	
17	Central Plant (Old Courthouse)	32	2027	14	Run Concurrent	8/13/27	9/27/27	
16	Central Juvenile Hall	17	2027	15	Run Concurrent	10/22/27	11/15/27	
38	Phoenix Clinic	17	2027	15	Run Concurrent	10/22/27	11/15/27	
36	Juvenile Delinquency Court (JDC)	24	2027	16		11/15/27	12/17/27	
14	Central/Old Courthouse	65	2027	17	Run Concurrent	12/17/27	3/16/28	
30	High Desert Detention Center	22	2027	17	Run Concurrent	12/17/27	1/18/28	
15A	Central Detention Center	82	2028	18		3/16/28	7/10/28	
37	Miro Data Center	16	2028	19		7/10/28	7/31/28	
26	Fontana Court Complex	64	2028	20		7/31/28	10/26/28	
27	Foothill Law & Justice Center	35	2028	21		10/26/28	12/13/28	
18	Civic Center Building	38	2028	22		12/13/28	2/2/29	
33B	ISD - Data Center	26	2029	23	Run Concurrent	2/2/29	3/9/29	
33A	ISD Administration (Main Building)	27	2029	24		3/30/29	5/8/29	
28	General Services Building (ALC) - TPI	65	2029	25	Run Concurrent	5/8/29	8/7/29	
34	ISD Warehouse	15	2029	25	Run Concurrent	5/8/29	5/29/29	
35	Joshua Tree Court House	36	2029	25	Run Concurrent	5/8/29	6/27/29	
2	Bob Burke Government Center (ALC) (TPI)	25	2029	26		8/7/29	9/11/29	
5	Twin Peaks County Building	25	2029	27		9/11/29	10/16/29	
32	High Desert Government Center	37	2029	28		10/16/29	12/6/29	
11	Barstow Probation Bldg	17	2029	29		12/6/29	12/28/29	
12	Barstow Public Health	15	2029	30		12/28/29	1/18/30	

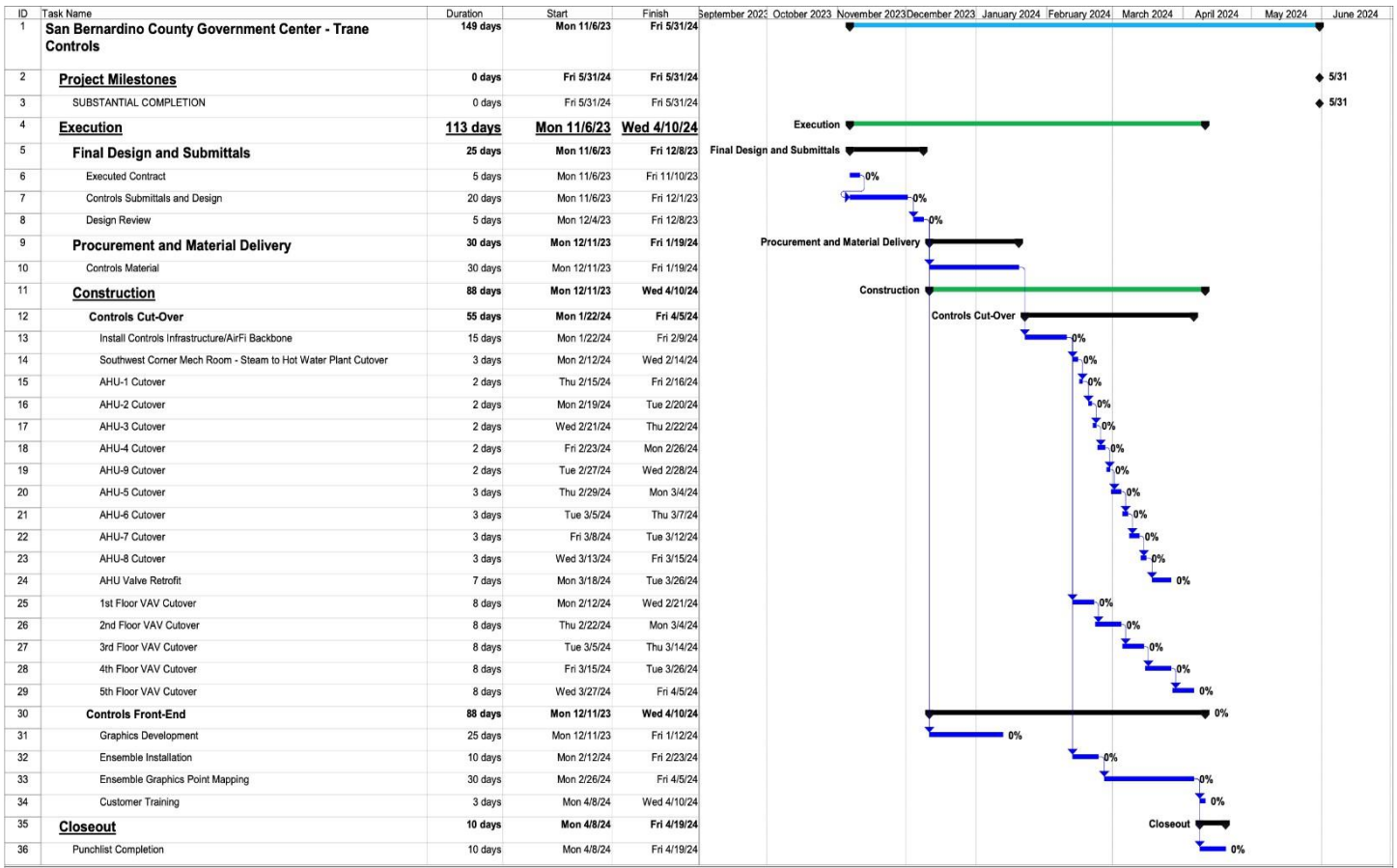
*Note, the Sheriff Headquarters is being treated as an entirely separate building from the Central Detention Center and the Sheriff HQ has been removed from the RFP response per direction by the County.

FUTURE DETAILED SITE-LEVEL SCHEDULING

If awarded, Trane will develop an extensively detailed schedule for each building, to be reviewed and approved by the County's project stakeholders. These building-specific schedules will include:

- Pre-Construction Milestones: Site walks, submittal reviews, material lead times, and stakeholder coordination
- Cutover Phasing: Equipment-level migration plans with named technicians, durations, and staging strategies
- Commissioning and Closeout: Verification testing, IT handoff, punch walk, training, and final acceptance

A sample Gantt chart is included below for reference.



ATTACHMENT E – LOCATIONS/COST

#	Building	Address	# PANELS
1	1020 East Cooley	1020 E Cooley, San Bernardino, CA	1
2	Bob Burke Government Center (ALC) (TPI)	63665 29 Palms Highway, Joshua Tree, CA	3rd-Party
3	Redlands Museum	2024 Orange Tree Lane, Redlands, CA	10
4	SB County Sheriff's Crime Lab	711 E Rialto, San Bernardino, CA	2
5	Twin Peaks County Building	26010 Highway 189, San Bernardino, CA	3
6	104 Probation Building	104 Fourth Street, San Bernardino, CA	2
7	268 Hospitality Building	268 W. Hospitality Lane, San Bernardino, CA	4
8	Apple Valley Library	14901 Dale Evan Parkway, Apple Valley, 92307	1
9	Barstow Jail (KMC) - TPI	225 E. Mountain Ave, Barstow, CA	3rd-Party
10	Barstow Office Building	301 E. Mountain View, Barstow, CA	1
11	Barstow Probation Bldg	1300 E. Mountain View St., Barstow, 92311	1
12	Barstow Public Health	303 E. Mountain View St., Barstow 92311	1
13	Building 303	303 W. Third Street, San Bernardino, CA	10
14	Central Court House	351 N. Arrowhead, San Bernardino, CA	7
15	Central Detention Center	630 E. Rialto Ave, San Bernardino, CA	12
16	Central Juvenile Hall (CDC)	900 E. Gilbert Street, San Bernardino, CA	2
17	Central Plant Boiler Room (Super Block)	351 N. Arrowhead, San Bernardino, CA	2
18	Civic Center Building	157 / 175 W. Fifth Street, San Bernardino, CA	3
19	County Government Center	385 N. Arrowhead, San Bernardino, CA	4
20	Crisis Stabilization Unit - FONTANA	14677 Merrill Ave, Fontana, CA	1
21	Crisis Stabilization Unit - SB	1481 North Windsor Drive, San Bernardino, CA	1
22	Crisis Treatment Center - FONTANA	15217 San Bernardino Ave, Fontana, CA	1
23	Crisis Treatment Center - SB	10 Paseo Way, San Bernardino, CA	1
24	Crisis Treatment Center - Victorville	16552 Sunhill Drive, Victorville, CA	1
25	Crisis Treatment Center (JT)	60805 29 Palms Highway, Joshua Tree, CA 92252	1
26	Fontana Court Complex	17780 Arrow Route, Fontana, CA	6
27	Foothill Law & Justice Center	8303 N. Haven Avenue, Rancho Cucamonga, CA	5
28	General Services Building (ALC) - TPI	777 E. Rialto Ave, San Bernardino, CA	3rd-Party
29	Hall of Records	222. W. Hospitality Lane, San Bernardino	8
30	High Desert Detention Center	9438 Commerce Way, Adelanto, CA	1
31	High Desert Fleet Services	15000 Tokay Street, Victorville , CA	1
32	High Desert Government Center	15900 Smoketree Street, Hesperia, CA	3
33	ISD Administration	670 E. Gilbert, San Bernardino	5
34	ISD Warehouse	680 E Gilbert Street, San Bernardino, CA	2
35	Joshua Tree Court House	6527 White Feather Road, Joshua Tree, CA	1
36	Juvenile Delinquency Court (JDC)	900 E. Gilbert Street, San Bernardino, CA	2
37	Miro Data Center	1743 Miro Way, Rialto, CA 92376	1
38	Phoenix Clinic	820 E. Gilbert Street, San Bernardino, CA	1
39	Public Health Administration	351 N. Mountain View, San Bernardino, CA	1
40	Public Works Building (Alerton) - TPI	825 E. Third Street, San Bernardino, CA	3rd-Party
41	Transitional Age Youth Center	780 E. Gilbert Street, San Bernardino, CA	1
42	Valley Dispatch Center, Rialto (KMC) (TPI)	1771 Miro Way, Rialto, CA	3rd-Party
43	Youth Center - RYEF	740 E Gilbert Street, San Bernardino, CA	4

PRICING DETAILS

Base Price: Controls Replacement Pricing

The pricing shown below is the annual construction cost based on the preliminary schedule laid out in this RFP Response. The pricing listed below is valid for nine (9) months per the RFP and includes all taxes, fees, and delivery. As bonds were not stated to be required, this pricing shown does not include them. In the event bonding is necessary, add 1% of contract value.

Annual Controls Replacement Cost:

FY 2025/2026 (2 mos.) - \$700,00.00 (\$350,000/mo.)

FY 2026/2027 - \$1,000,000.00 (\$83,333.33/mo.)

FY 2027/2028 - \$2,635,764.00 (\$219,647/mo.)

FY 2028/2029 - \$2,360,948.00 (\$196,745.67/mo.)

FY 2029/2030 (10 mos.) - \$757,022.60 (\$75,702.26/mo.)

TOTAL COST FOR PROJECT: \$7,453,734.60

The following tables outline the labor rates and service fees applicable to time and material service calls provided by Trane's Los Angeles office as of Q1 2026.

Labor Type	Straight Time		Overtime		Premium Time	
	Contract Rate	Non-Contract Rate	Contract Rate	Non-Contract Rate	Contract Rate	Non-Contract Rate
Applied	\$ 272.00	\$ 311.00	\$ 408.00	\$ 466.50	\$ 544.00	\$ 622.00
Commercial	\$ 212.00	\$ 242.00	\$ 318.00	\$ 363.00	\$ 424.00	\$ 484.00
Automation	\$ 272.00	\$ 311.00	\$ 408.00	\$ 466.50	\$ 544.00	\$ 622.00
Account Engineer	\$ 313.00	\$ 358.00	\$ 469.50	\$ 537.00	\$ 626.00	\$ 716.00
Remote Support	\$ 272.00	\$ 311.00	\$ 408.00	\$ 466.50	\$ 544.00	\$ 622.00
Energy Engineer	\$ 313.00	\$ 358.00	\$ 469.50	\$ 537.00	\$ 626.00	\$ 716.00

Environmental, Health, & Safety Fee: \$56

Miscellaneous Consumables: \$32

Fuel Surcharge: \$50

Specialty Equipment: \$91

Technology Fee: \$91

Per Diem: \$445 per technician per night

Truck Charges:

Metro LA, Metro OC, SouthBay - \$164

West LA, SF Valley, South OC - \$197

Ventura County, Eastern Inland Empire, Low Deserts - \$250

High Deserts, Santa Barbara County, North San Diego County - \$269

San Lous Obispo County, Outlying Deserts, Metro San Diego - \$324

Territory Distance Limit Areas - \$372

Special - \$411

**ATTACHMENT C
PAYMENT BOND**

CONTRACT BOND

BOND NUMBER _____

PUBLIC WORK

EFFECTIVE DATE _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(Name of Principal)

_____, as Principal
(Principal's Address)

and _____
(Name of Surety)

(Surety's Address)

a corporation organized and existing under the laws of the State of _____, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto San Bernardino County in the amount of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract dated _____, 20____, (the "Contract") with San Bernardino County to do and perform the following work:

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract for the Project (hereinafter referred to as "Contract"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS, the Contract require Principal, before entering upon the performance of the work, to file a good and sufficient Payment Bond with San Bernardino County to secure the claims to which reference is made in Division 4, Part 6, Title 3, sections 9000 et seq. of the California Civil Code.

NOW THEREFORE, the condition of this obligation is such that if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department

from the wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this day _____ of _____, 20__, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal
(Have Signature(s) Notarized)
Name: _____
By: _____
Title: _____
Address: _____

Phone _____

(Seal)

Surety
(Have Signature(s) Notarized and Attach Power of Attorney)
Name: _____
By: _____
Title: _____
Address: _____

Phone _____