



**Contract Number**

23-1237 A-1

**SAP Number**

4400022947 A-1

## Project & Facilities Management

<b>Department Contract Representative</b>	Richard Ayala
<b>Telephone Number</b>	(909) 387-5111
<b>Contractor</b>	Trane U.S. Inc. dba Southern California Trane
<b>Contractor Representative</b>	Jack Ladwig
<b>Telephone Number</b>	(310) 486-2587
<b>Contract Term</b>	12/1/23 – 11/30/28
<b>Original Contract Amount</b>	\$1,573,475
<b>Not-to-Exceed Amount (Unforeseen Repairs)</b>	\$ 750,000
<b>Amendment #1 Amount Not-to-Exceed Amount (Unforeseen Amount)</b>	\$ 497,591
<b>Total Contract Amount</b>	\$ 75,000
<b>Cost Center</b>	\$2,896,066
<b>Grant Number (if applicable)</b>	7302001000
	n/a

IT IS HEREBY AGREED AS FOLLOWS:

### AMENDMENT NO. 1:

It is hereby agreed to amend Contract No. 23-1237, as follows:

- REPLACE SECTION C.51 CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) to read:**  
**Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**  
 Contractor has disclosed to the County using Attachment D – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

2. **REPLACE Section F. Fiscal Provisions, paragraph F.1** with the following:  
The maximum amount of payment under this Contract shall not exceed \$ **2,896,066** (\$2,071,066 for routine maintenance plus not-to-exceed amount of \$825,000 for unforeseen repairs), effective 12/1/25, and shall be subject to availability of 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. **Contractor acknowledges the non-routine/unforeseen repair services are subject to pre-approval and a not to exceed amount, 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 to the County for work performed by Contractor.
3. **REPLACE ATTACHMENT A, SCHEDULED SERVICE AGREEMENT, with ATTACHMENT A** as attached hereto and incorporated herein.
4. **REPLACE ATTACHMENT B, NON-ROUTINE/UNFORESEEN REPAIRS SCOPE OF WORK, with ATTACHMENT B** as attached hereto and incorporated herein.
5. **REPLACE ATTACHMENT C, PREVAILING WAGE REQUIREMENTS, with ATTACHMENT C** as attached hereto and incorporated herein.
6. **REPLACE ATTACHMENT D, SENATE BILL 1439 CONTRACTOR INFORMATION REPORT with ATTACHMENT D, LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE,** as attached hereto and incorporated herein.
7. **CONTRACT EXECUTION**  
This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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 Amendment upon request.
8. **CAPITALIZED TERMS**  
Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract.
9. **FULL FORCE AND EFFECT**  
The Contract, as amended by this Amendment, remains in full force and effect.

**[Signatures on Following Page.]**

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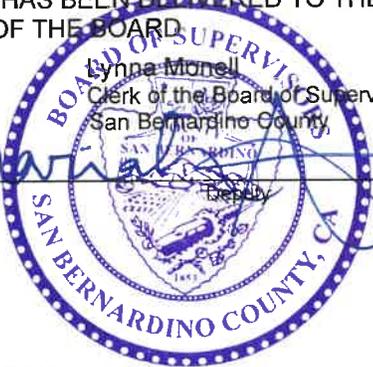
SAN BERNARDINO COUNTY

▶ *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 21 2025

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

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



Trane U.S. Inc.  
(Print or type name of corporation, company, contractor, etc.)

By *Reid McKinnon*  
Reid McKinnon (Oct 8, 2025 06:34:33 PDT)  
(Authorized signature - sign in blue ink)

Name Reid McKinnon  
(Print or type name of person signing contract)

Title Area General Manager  
(Print or Type)

Dated: 10/07/25

Address 3253 E Imperial Hwy.  
Brea, California 92821

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
*Kaleigh Ragon*  
Kaleigh Ragon, Deputy County Counsel  
Date 10/08/25

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
*Jennifer Costa*  
Jennifer Costa, Chief of Facilities Management  
Project & Facilities Management Department  
Date 10/08/25

ATTACHMENT A



LED SERVICE AGREEMENT AMENDMENT COUNTY OF SAN BERN

**SERVICE PROPOSAL FOR:**

County of San Bernardino

**SITE ADDRESS:**

200 S Lena Rd San Bernardino, CA 92415

**LOCAL TRANE OFFICE:**

Trane U.S. Inc. dba Trane 3253 E  
Imperial Highway Brea, CA  
92821

**LOCAL TRANE REPRESENTATIVE:**

Jack Ladwig Account  
Executive Cell: (310)  
486-2587  
Email: Jack.Ladwig@Trane.com

**PROPOSAL ID / CONTRACT NUMBER:**

7657805 / 1761



## Local Service

### Scheduled Agreement

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

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



### Distinct Advantages of a Trane Service Agreement

A service agreement with Trane not only provides access to the most knowledgeable technicians in the industry, but a Trane Service Agreement also offers the following advantages:

**1. Support at Every Level** – With a dedicated local account team, Trane factory technical support, subject matter experts for everything from regulations to markets, five parts stores in the surrounding area, and a local office with 50+ truck-based service technicians – with an average industry experience of 12+ years and journeyman with as many as 40 years of HVAC industry experience – County of San Bernardino can rely on Trane no matter the issue.

**2. Dedicated Service Team** – You will receive support from a local service team that is knowledgeable in the challenging and demanding needs of a business with a critical operation. Your team will consist of a dedicated Service Coordinator, Service Administrator, Primary and Secondary Service Technicians, and an Account Manager; all of whom will be familiar with your service requirements, your HVAC equipment, and your business needs.

**3. Automated Scheduling System** – Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed per the specified timeline.

**4. Support and Training** – Having a Trane Service Agreement in place provides you access to the most knowledgeable technicians in the industry. However, having a team of onsite technicians that are comfortable and competent when it comes to general operation, maintenance, and troubleshooting can be invaluable. As a Trane service agreement customer, your technicians can attend Trane-hosted training seminars and classes. Trane can also help build a curriculum specific to your team that can include self-paced material, courses held locally, at your site, and at our factories alongside our technicians; topics range from chilled water system basics to advanced troubleshooting and repair.

**5. Parts Inventories** – Having a well-trained in-house team backed by Trane's industry leading service goes a long way towards equipment uptime and exceeding life expectancies. However failures happen and long lead times and made-to-order parts can impact operations if not planned for. To help minimize this impact, Trane's service team will review the parts catalogs of critical equipment, cross reference those parts with lead times, and provide a parts inventory list based on the level of risk County of San Bernardino is willing to take (e.g. parts capable of taking equipment offline that have aren't stocked locally and can't be overnighted from the factory can be stocked onsite).

**6. Cooling Contingency Planning** – Stocking every critical isn't always feasible. To properly plan for the times those components fail, Trane will help create a cooling contingency plan.



Trane’s Rental Services team will walk the facility to evaluate the existing conditions and determine details such as how rental equipment will be connected to piping/ductwork/power, where it will be parked to minimize business impact, and how much the rental system will cost. Proactively addressing these items will minimize downtime when the worst happens and equipment fails.

**7. Issue Identification & Tracking** – With various equipment types, from different manufacturers, spanning a wide range of service needs, a coordinated approach to identify and track issues and concerns is important. With a standardized process across Trane’s service team, County of San Bernardino will be notified of critical issues immediately, receive a report of issues and concerns, and meet to assign the items to the appropriate personnel (internal or external).

- a. Technicians complete a daily field report recording the services performed and noting aspects requiring follow-up. The reports are sent to County of San Bernardino’ facilities team at the end of each day’s service and are kept electronically by Trane for audit purposes.
- b. Concerns that should be monitored are noted in the field report. Critical issues impacting operation or compliance are also noted in the field report but are discussed with facilities staff upon identification and then tracked electronically when the repair is proposed.
- c. On an agreed-upon schedule, County of San Bernardino facilities staff and the Trane team members will meet to review issues and assign action items to the appropriate in-house and Trane personnel.
- d. By ensuring issues identified are escalated to the proper personnel, within the appropriate timeline based on impact, and then managed through resolution County of San Bernardino will minimize equipment failures and improve uptime.

**8. Asset Management** – Managing a large variety of equipment, from different manufacturers, with widely ranging requirements can be difficult. To help ensure County of San Bernardino is aware of recommended services with irregular intervals, available upgrades, ASHRAE defined life expectancies, etc. Trane’s team will help create and manage an asset plan to be used to accurately budget for projects through the life of the equipment.

### Key Performance Indicators (KPI)

A service agreement with Trane doesn’t have to stop at supporting your equipment, it can also support your *business*. Trane’s team can leverage its experience and expertise and help identify and drive KPIs that matter to you.

- *Operation*: number of unplanned failures, duration of equipment downtime, number of comfort complaints, etc.
- *Energy*: overall site/company energy consumption, energy usage per sqft, etc.
- *Sustainability*: overall site carbon footprint, GHG emission reductions, etc.
- *Compliance*: number of non-compliance violations, etc.

### Emergency Service & Priority Response

Prolonged unplanned equipment downtime is not an option for critical operations. A Service Agreement ensures your organization will receive preferred service status from Trane over non- contract customers. Priority Emergency Response is available 24 hours-a-day 365 days-a-year. The emergency response time targets are recorded below.

- **Emergency:** On-site target < two (2) hours, guaranteed < four (4) hours
- **Critical:** Same day the service call was made (overtime authorized)
- **Urgent:** Within 24/hrs of the call being made (overtime not authorized)
- **Routine:** On-site as soon as our normal schedule allows

## HVAC Equipment Coverage

The following "Covered Equipment" will receive the defined services at the noted frequencies:

Building	Type	OEM	Model	Serial	Comprehensive Annual Maintenance	Quarterly Operating Inspection	Condenser Tube Brushing	Condenser Eddy Current Testing	Evaporator Tube Brushing & Eddy Current Testing
General Services	W/C Chiller	Trane	RTHDUC2	U09H05274	Differential Overtime	Unchanged	Unchanged	Unchanged	Unchanged
District Attorney Office	W/C Chiller	McQuay	WDC063	STNU060900276	Differential Overtime	Unchanged	Unchanged	Unchanged	Unchanged
District Attorney Office	A/C Chiller	York	YCLA0022	2GYM017139	Differential Overtime	Unchanged	Unchanged	Unchanged	Unchanged
Regional Youth Education Center	A/C Chiller	Trane	RTAC140	U20C06328	Differential Overtime	Unchanged	Unchanged	Unchanged	Unchanged
Scientific Investigations	W/C Chiller	Trane	RTWD160	U15G02677	Differential Overtime	Unchanged	Unchanged	Unchanged	Unchanged
Glen Helen Rehab Center	A/C Chiller	Trane	CGAFC60	C07H08507	1x per year	3x per year	N/A	N/A	N/A
Glen Helen Rehab Center	A/C Chiller	Trane	CGAFC60	C07H08506	1x per year	3x per year	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC067	113912990L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC047	113913090L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC047	113913100L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC092	114111789L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC092	114111801L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC102	114111840L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC072	114112603L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC092	114112635L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC092	114112659L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC102	114112681L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC037	113913139L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC067	113913184L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC067	113913192L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC067	113913200L	1x per year	-	N/A	N/A	N/A
Transitional Age Youth Center	LCU	Trane	YHC067	114110650L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC092	151212683L	1x per year	-	N/A	N/A	N/A

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Adelanto Detention Center	LCU	Trane	YZD150	151310068D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	151310084D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	151310076D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	151310090D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	151310096D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	151310060D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410093D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410109D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410415D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410101D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410117D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	4YCY40	15461SBN9H	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC036	154611996L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC092	154511232L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	154610804D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	154610776D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	154610790D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610750D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610764D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610722D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	154610748D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	154610762D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610778D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610736D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZD150	154610816D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC048	120510011L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510023L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510023L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510023L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510035L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510035L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510047L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YSC060	120510059L	1x per year	-	N/A	N/A	N/A

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Adelanto Detention Center	LCU	Trane	GAM5B0	1505375RBV	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	4YCC40	15114J9W9H	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZH150	151410084D	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC048	151311621L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC036	151311718L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC036	151311522L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC036	151311702L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC060	151311701L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC048	151311637L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC060	151311685L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC072	151311693L	1x per year	-	N/A	N/A	N/A
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Adelanto Detention Center	LCU	Trane	YZC060	151311669L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC060	151311653L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC120	151612615L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC060	151311733L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC092	151311761L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YZC036	151311734L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	YHC072	151311709L	1x per year	-	N/A	N/A	N/A
Adelanto Detention Center	LCU	Trane	4TTR70	1413415K2F	1x per year	-	N/A	N/A	N/A
451 East Vanderbilt	RTU	McQuay	RTD090CLY	FB0U040400406	1x per year	3x per year	N/A	N/A	N/A
451 East Vanderbilt	RTU	McQuay	RTD090CLY	FB0U040400303	1x per year	3x per year	N/A	N/A	N/A
451 East Vanderbilt	RTU	McQuay	RTD090CLY	FB0U040400405	1x per year	3x per year	N/A	N/A	N/A
451 East Vanderbilt	RTU	McQuay	RTD090CLY	FB0U040400407	1x per year	3x per year	N/A	N/A	N/A
Sheriff Headquarters	RTU	Trane	TCH300	121710888D	1x per year	3x per year	N/A	N/A	N/A
Sheriff Headquarters	RTU	Trane	TCH300	121710933D	1x per year	3x per year	N/A	N/A	N/A
New ITD	A/C Chiller	Trane	ACRC250	U23A00032	1x per year	3x per year	N/A	N/A	N/A
Old ITD	A/C Chiller	Trane	ACRC165	U24B00810	1x per year	3x per year	N/A	N/A	N/A
Glen Helen Rehab MM	A/C Chiller	Trane	CGAM130	U23E01415	1x per year	3x per year	N/A	N/A	N/A
High Desert Government Center	RTU	McQuay	RDT110DLW	FBOU100301840	1x per year	3x per year	N/A	N/A	N/A
High Desert Government Center	RTU	McQuay	RDT110DLW	FBOU100301835	1x per year	3x per year	N/A	N/A	N/A



## SUMMARY OF SERVICE – RATES AND CLARIFICATIONS

The "Covered Equipment" will be serviced based on the following labor rate table:

2025 Labor Rates	Straight Time	Overtime	Premium Time
Applied Technician	\$ 240.00	\$ 360.00	\$ 480.00
Commercial Technician	\$ 187.00	\$ 281.00	\$ 374.00
Building Automation Technician	\$ 240.00	\$ 360.00	\$ 480.00

The "Covered Equipment" will be serviced based on the following clarifications:

1. THIS AMENDMENT REFLECTS THE ADDED COVERAGE TO THE ORIGINAL CONTRACT IMPLEMENTED DECEMBER 01, 2023.
2. Pricing is based on prevailing wages.
3. Pricing is based on all work being performed during standard business hours with the exception of the following sites which will receive their comprehensive annual maintenance during non-holiday weekends with work beginning on a Saturday morning and progressing through the weekend as required by the scope of work.
  - General Services Building, District Attorney’s Office, Regional Youth Education Center, Scientific Investigations, Old ITD Building, New ITD Building, Glen Helen Male Max Admin Building
4. Refrigerant monitoring systems to be serviced are located at the following buildings only: West Valley Detention Center, Redlands Museum, District Attorney’s Office, Central Detention Center, Fontana Courthouse, San Bernardino County General Services, San Bernardino County Scientific Investigations.
5. The above labor rates are for the 2025 calendar year only and will be adjusted annually for Time & Material service calls.
6. Scheduled service coverage includes proactive replacement of components defined by the OEM as preventative maintenance and excludes any component failures.
7. Scheduled service coverage does not include the repair and/or replacement of failed components.
  - Repair work will be performed only after receiving written authorization from the Customer and will be invoiced separately from this Agreement.
  - Any/all repair work will be performed in compliance with the Customer’s competitive bid requirements.
8. The comprehensive annual maintenance requires equipment to be taken offline for the duration of the service.
9. Oil filter replacements are excluded from the following model chillers due to an internal filter design; RTWA, RTUD, RTAC, CGAM, CGAF, CGWF, RTAC.
10. Oil analysis is excluded from the following model chillers due to the low oil volume associated with scroll compressor designs; CGAM, CGAF, CGWF.
11. Evaporator tube brushing and eddy current testing is excluded from the following model chillers due to a non-flooded barrel design; RTWA, RTUD
12. Evaporator tube brushing and eddy current testing is excluded from all air-cooled chillers.
13. Air filter replacements are excluded from all air-handlers and packaged units.
14. The following model split systems will have the chiller and air-cooled condenser serviced as part of the maintenance; RTUD, CGWF
15. Tube brushing requires the chiller isolation valves to hold.
16. Eddy current testing requires tubes to be clean and free of scale.

## Scope of Work

### Refrigerant Management

Southern California facilities are required to comply with the California Air Resource Board Assembly Bill 32 (CARB AB 32 – process cooling only), Southern California Air Quality Management Division Rule 1415 (SCAQMD 1415), and the Environmental Protection Agency Refrigerant Mandate. The EPA has placed in effect more stringent regulations on refrigerant management and reporting in 2017.

Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others.



*The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.*

Trane has a thorough understanding of the intricacies of these rules and regulations and will help ensure your facilities are compliant. Additionally, all refrigerant work performed by Trane will be documented and provided upon request for audit purposes.

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

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

### Advantages:

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

### Implementation:

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

## Refrigerant Monitoring Systems

### Comprehensive Annual Inspection

- Perform a calibration test on the central plant refrigerant monitoring system and verify proper PPM detection for the applicable refrigerant type; if found out of spec perform calibration as required.

## **Air Cooled Chillers & Remote Condensing Units**

### **Comprehensive Annual Inspection**

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

#### **General Assembly**

- Inspect for leaks and report leak check result.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and free operation.
- Check tightness of condenser fan motor mounting brackets.
- Check the set screws on the fan shafts.
- Visually inspect the condenser coil for cleanliness.
- Verify the performance of the fan control inverter VFD, if applicable.
- Grease bearings as required.

#### **Controls and Safeties**

- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required). Calibrate and record setting.
- Test the operation of the chilled water pump starter auxiliary contacts.

#### **Lubrication System**

- Pull oil sample and obtain Trane chemical lab spectroscopic analysis, report findings (excluded on chillers using scroll compressors).
- Make recommendations to the customer based on the results of the test.
- Verify the operation of the oil heaters.

#### **Motor and Starter**

- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security and clearances.
- Verify tightness of the motor terminal connections.
- Meg the motor and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record. Voltage should be nominal voltage  $\pm 10\%$ .

### **Quarterly Running Inspection**

- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

## **Packaged Units**

### **Comprehensive Annual Inspection**

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

### **General Assembly**

- Inspect for refrigerant and oil leaks and report leak check results.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing; replace as necessary.
- Check mechanical linkages for wear, tightness, and clearances.
- Straighten condenser coils (up to 10% of the surface area)
- Verify clean condenser and evaporator coils and brush clean. Note: Evaporator coils will be inspected if reasonably accessible.
- Wash condenser coils with water if reasonably accessible
- Check and clean drain evaporator drain pan, drain, and trap.
- Verify evaporator fan cleanliness.
- Verify the operation of the crankcase oil heater(s), if applicable.

### **Controls and Safeties**

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify unit thermostat controller operates properly.

### **Lubrication**

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings, if applicable.
- Check oil level in the compressor(s), if applicable.

### **Motor and Starter**

- Clean the starter and cabinet, if applicable.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings, if above 25 tons.
- Verify the tightness of the compressor motor terminal connections.

### **Start-up / Checkout Procedure (this will only be done on units that require shutdown.)**

- Start the unit.
- Verify the starter operation, if applicable.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.

### **Quarterly Running Inspection**

- Start the unit, if not operating.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.

## **Non-routine / Unforeseen Repair Services**

- Provide as-needed repairs to the County of San Bernardino. Work performed under this coverage will be based on written proposals detailing scopes of work and repair pricing that are approved via written authorization by the Chief of Facilities Management of the Project & Facilities Management Department.
  - Labor will comply with prevailing wage rates.

# Pricing & Acceptance

## Trane Service Agreement

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

## Service Fee

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

## Contract Increase Summary

Building	Original 2023-2028 Term Price	Add 2025-2028 Term Increase	New 2025-2028 Term Total	Coverage Impact
District Attorneys Office	\$ 107,690.57	\$25,006.93	\$ 89,621.27	SOW & DOT Increase
San Bern Scientific Invest	\$ 57,698.97	\$12,116.55	\$ 46,735.93	SOW & DOT Increase
San Bern Gen Serv	\$ 52,496.37	\$10,302.23	\$ 41,800.05	SOW & DOT Increase
West Valley Detention Center	\$ 184,707.87	\$1,844.27	\$ 112,668.99	DOT Increase
Redlands Museum	\$ 134,872.59	\$1,844.27	\$ 82,767.82	DOT Increase
Central Detention Ctr	\$ 157,853.19	\$1,844.27	\$ 96,556.19	DOT Increase
Fontana Courthouse	\$ 90,833.42	\$1,844.27	\$ 56,344.32	DOT Increase
Regional Youth Education	\$ 35,824.16	\$5,442.94	\$ 26,937.44	DOT Increase
Glen Helen Rehab Center	\$ 10,383.27	\$127,146.79	\$ 133,376.76	DOT Increase
One Stop Transitional Age Youth Center	\$ 8,477.82	\$36,088.42	\$ 41,175.11	DOT Increase
Adelanto Detention Center	\$ 36,582.36	\$29,465.78	\$ 51,415.19	DOT Increase
Old ITD	\$ -	\$26,094.21	\$ 26,094.21	New Site
New ITD	\$ -	\$30,811.21	\$ 30,811.21	New Site
Glen Helen Admin	\$ -	\$20,486.10	\$ 20,486.10	New Site
451 Vanderbilt	\$ -	\$93,072.17	\$ 93,072.17	New Site
Sheriffs HQ	\$ -	\$16,948.80	\$ 16,948.80	New Site
High Desert Government Center	\$ -	\$61,201.33	\$ 61,201.33	New Site
286 West Hospitality Blvd	\$ 86,237.64	\$ -	\$ 51,742.59	Unchanged
San Bern Old Courthouse	\$ 194,930.95	\$ -	\$ 116,958.57	Unchanged
Foothill Law Rancho Ct	\$ 129,150.58	\$ -	\$ 77,490.35	Unchanged
Phoenix Bldg	\$ 55,731.57	\$ -	\$ 33,438.94	Unchanged
Joshua Tree County Office	\$ 46,586.04	\$ -	\$ 27,951.63	Unchanged
Probation Day Rep	\$ 28,687.09	\$ -	\$ 17,212.25	Unchanged
San Bern Probation Annex	\$ 41,507.33	\$ -	\$ 24,904.40	Unchanged
Twin Peaks Sherriff's Station	\$ 40,780.37	\$ -	\$ 24,468.22	Unchanged
San Bern Old Crime Lab	\$ 37,139.76	\$ -	\$ 22,283.85	Unchanged
Juvenile Delinq Court (YJC)	\$ 28,687.09	\$ -	\$ 17,212.25	Unchanged
Hesperia Social Services	\$ 6,615.35	\$ (3,969.21)	\$ -	Removed
<b>SUBTOTALS</b>	<b>\$ 1,573,474.38</b>	<b>\$497,591.33</b>	<b>\$1,441,675.96</b>	<b>-</b>
<b>Unforeseen Repair Services</b>	<b>\$ 750,000.00</b>	<b>\$ 375,000.00</b>	<b>\$ 825,000.00</b>	<b>50% Annual Contract Value</b>

**Anticipated Discount Program (ADP)**

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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

### Term

The Initial Term of this Service Agreement is 3 years, beginning December 01, 2025 and expiring on November 31, 2028. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

### Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Jack Ladwig	Proposal Date: August 04, 2025
<b>Customer Acceptance</b>	<b>Trane Acceptance</b>
Authorized Representative	Authorized Representative
Signature:	Signature:
Printed:	Printed:
Title:	Title:
Purchase Order:	License Number: 1066318

## ATTACHMENT B

### NON-ROUTINE/UNFORESEEN REPAIRS SCOPE OF WORK

#### A. Services to be Provided on an As Needed (On-Call) Basis

Provide as-needed repairs to the locations/equipment identified in Attachment A according to the provisions set forth in section B of this Contract. Applicable costs and labor rates are set forth in Attachment A.

#### B. Additional Requirements

- Vendor must be available 24 hours a day, 7 days a week.
- All work to be performed at prevailing wage rates.
- Must be registered with California State Department of Industrial Relations.
- Cost for individual projects must be less than \$75,000.
- Locations may or may not include, but are not limited to, the locations listed in Attachment A.

## ATTACHMENT C

### PREVAILING WAGE REQUIREMENTS (6/17/25)

**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
    - viii. 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 D

### Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

### DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business

entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.



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8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): 10/08/25

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.