

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.15
(ID # 29895)**

MEETING DATE:
Tuesday, March 24, 2026

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT (FM-MSD): Approve the Agreement with Johnson Controls Building Solutions, LLC for a (3) three-year term, plus three (3) one-year options to extend - California Environmental Quality Act Exempt Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) "Common Sense" Exemption; Districts-All. [Total Cost \$2,678,631; up to \$240,000 in additional compensation - 100% Facilities Management Department Budget 47210]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Professional Services Agreement with Johnson Controls Building Solutions, LLC is exempt from California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
2. Approve the Professional Services Agreement for boiler Preventative Maintenance between the County of Riverside (County) and Johnson Controls Building Solutions, LLC., a Delaware limited liability corporation, from date of award through December 31, 2028, in the amount not-to-exceed \$376,996 annually for year one, with the option to renew for three (3) additional one-year extensions from January 1, 2029, through December 31, 2031, and authorize the Chair of the Board to execute the Agreement on behalf of the County;

Continued on Page 2

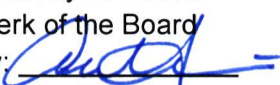
ACTION:Policy


Vincent Yzaguirre 2/26/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 24, 2026
xc: FM-MSD

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the use of Facilities Management Department Budget Fund 47210, in a not to exceed amount of \$2,438,631, and approve additional compensation of \$240,000 for the term of the Agreement;
4. Authorize the Director of Facilities Management, or designee, to administer the agreement with Johnson Controls Building Solutions, LLC in accordance with applicable Board policies;
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the agreements, including modifications to the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the contingency compensation provisions that do not exceed \$40,000 annually for the term of the Agreement; and
6. Authorize the Purchasing Agent to issue Purchase Orders to Johnson Controls Building Solutions, LLC, for services provided they do not exceed the Board approved amount of the Professional Service Agreement.

FINANCIAL DATA	Current Fiscal Year 25/26 (March – June):	Next Fiscal Year 26/27:	Total Cost:	Ongoing Cost
COST	\$ 170,798	\$ 460,357	\$ 2,678,631	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Facilities Management Department Budget Fund 47210			Budget Adjustment: No	
			For Fiscal Year: 2025/26 – 2031/32	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Johnson Controls Building Solutions, LLC, a Delaware limited liability company (Johnson Controls), is engaged by the County to provide comprehensive, compliant, and reliable preventive maintenance and inspection services for County-owned boilers, heating, and hot water systems. The purpose of this agreement is to ensure that critical mechanical systems operate safely, efficiently, and in accordance with all applicable manufacturer specifications, safety standards, and local, state, and federal regulations.

Pursuant to Exhibit A of the Professional Service Agreement (Agreement), Johnson Controls is responsible for adhering to County security and site-entry protocols, maintaining clear

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communication with designated County personnel, and performing all work during approved hours unless otherwise authorized. The contractor is required to supply qualified personnel, appropriate equipment, and all necessary materials, while maintaining proper licensing, prevailing-wage compliance, and regulatory registrations.

The scope emphasizes preventive maintenance to reduce equipment failure, ensure regulatory compliance (including SCAQMD requirements), extend equipment life, and support uninterrupted operations—particularly in secure and mission-critical facilities such as detention centers. Johnson Controls is also accountable for proper waste disposal, thorough documentation, site cleanup, and timely reporting of system conditions and repair recommendations.

Overall, Exhibit A establishes Johnson Controls as a professional service provider responsible for maintaining the safety, reliability, and operational continuity of essential County mechanical infrastructure.

The approval of the Agreement with Johnson Controls has no direct effect anticipated other than the continued operation of the existing County boilers, heating, and hot water systems. The implementation of the Agreement does not alter the existing development footprint of any facilities or result in an increase in capacity; it is limited to providing preventive maintenance to keep the equipment fully operational, without significant downtimes. Therefore, the agreement is exempt as the application meets the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Section 15061(b)(3) “Common-Sense” Exemption. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Citizens and Businesses

The services are critical for maintaining health, safety, and security within facilities for both County personnel and the public. These services are mandated by law, and the citizens and businesses that frequent County owned facilities will benefit from this action. There is no negative impact on residents and businesses.

Additional Fiscal Information

The contract with Johnson Controls Building Solutions, LLC was executed on a calendar-year basis, effective upon the Board’s approval (March 24, 2026), and continuing through December 31, 2028, with three one-year extension options.

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Calendar Year Breakdown (January - December)	Contracted / Projected Amount	Annual Contingency	Total
Year 1 (Mar-Dec)	\$ 376,996	\$ 40,000	\$ 416,996
Year 2	\$ 388,318	\$ 40,000	\$ 428,318
Year 3	\$ 399,968	\$ 40,000	\$ 439,968
Year 4 (Option #1)	\$ 411,967	\$ 40,000	\$ 451,967
Year 5 (Option #2)	\$ 424,326	\$ 40,000	\$ 464,326
Year 6 (Option #3)	\$ 437,056	\$ 40,000	\$ 477,056
Grand Total	\$ 2,438,631	\$ 240,000	\$ 2,678,631

The table below presents calendar-year contracted amounts converted to a fiscal-year basis.

Fiscal Year Breakdown (July-June)	Contracted / Projected Amount	Annual Contingency	Total
FY 25/26 (Mar-Jun)	\$ 150,798.40	\$ 20,000.00	\$ 170,798.40
FY 26/27	\$ 420,356.60	\$ 40,000.00	\$ 460,356.60
FY 27/28	\$ 394,143.00	\$ 40,000.00	\$ 434,143.00
FY 28/29	\$ 405,967.50	\$ 40,000.00	\$ 445,967.50
FY 29/30 (Option #1)	\$ 418,146.50	\$ 40,000.00	\$ 458,146.50
FY 30/31 (Option #2)	\$ 430,691.00	\$ 40,000.00	\$ 470,691.00
FY 31/32 (Option #3) (Jul-Dec)	\$ 218,528.00	\$ 20,000.00	\$ 238,528.00
Grand Total	\$ 2,438,631.00	\$ 240,000.00	\$ 2,678,631.00

Contract History and Price Reasonableness

The County of Riverside Purchasing Department on behalf of Facilities Management was able to secure favorable pricing for Boiler Preventative Maintenance Services with an existing contractor by piggybacking contract 080824-JHN with Sourcewell for HVAC Systems with Related Products and Services. The RFP was posted June 20, 2024, June 21, 2024, June 24, 2024, and June 27, 2024 in various newspapers across the United States.

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On or about November 26, 2024, Sourcewell entered into an agreement with Johnson Controls, Inc. for HVAC Systems with Related Products and Services for the term of November 26, 2024, through November 1, 2028, with the option to renew up to three additional one-year extensions.

On January 5, 2026, Sourcewell executed an assignment agreement with Johnson Controls, Inc., reflecting a name change to Johnson Controls Building Solutions, LLC.

To expedite implementation while maintaining service levels at County facilities, the County has elected to leverage existing resources and piggyback on the current Sourcewell contract. Johnson Controls Building Solutions, LLC has demonstrated the capability to meet the operational needs of the County of Riverside across all locations.

Attachments:

- Professional Service Agreement Johnson Controls Building Solutions, LLC
- Notice of Exemption for Johnson Controls Building Solutions, LLC

VY:MM:SP:ac


Evangelina Gregorio EC, Principal Mgmt Analyst 3/12/2026


Aaron Gettis, Chief Deputy County Counsel 3/11/2026

PROFESSIONAL SERVICE AGREEMENT

for

BOILER INSPECTION SERVICES

between

COUNTY OF RIVERSIDE

and

JOHNSON CONTROLS BUILDING SOLUTIONS, LLC



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This Agreement by and between JOHNSON CONTROLS BUILDING SOLUTIONS, LLC., a Delaware limited liability corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

RECITALS

WHEREAS, CONTRACTOR entered into that certain Sourcewell Contract Agreement 080824-JHN on or about November 26, 2024 to furnish certain goods and services described therein with an initial term through November 1, 2028 with up to three (3) one-year extensions beyond the original four-year term (herein referred to as the "Sourcewell Contract"); and

WHEREAS, the Sourcewell Contract was the product of a competitive bid process, which satisfies the COUNTY's competitive bidding requirements; and

WHEREAS, pursuant to Article 1, Section 3 of the Sourcewell Contract, CONTRACTOR agreed the cooperative contract was available and open to public entities across the United States; and

WHEREAS, COUNTY is an agency registered with Sourcewell; and

WHEREAS, COUNTY desires to have the CONTRACTOR furnish the same goods and/or services set forth in the Sourcewell Contract, Exhibit A of this Agreement and the Johnson Controls, Inc. proposal 1-1QKS2FIZ to COUNTY at the prices set forth in the Sourcewell Contract and Exhibit B of this Agreement; and

WHEREAS, effective January 5, 2026, CONTRACTOR and Sourcewell entered into an assignment agreement to Sourcewell Contract. CONTRACTOR is hereby referred to as Johnson Controls Building Solutions, LLC, a Delaware limited liability corporation, herein referred to as CONTRACTOR.

NOW THEREFORE, the parties agree as follows:

1. Description of Services

1.1 COUNTY and CONTRACTOR agree the above recitals are true and correct and are incorporated herein by reference. The terms, conditions, and requirements of the Sourcewell Contract, to the extent they do not conflict with this Agreement or applicable law, are incorporated herein by reference. All references to "Supplier" under the Sourcewell Agreement shall refer to CONTRACTOR under this Agreement. In the event there is a conflict between the terms, conditions, and requirements of this Agreement and the terms, conditions, and requirements of the Sourcewell Contract, the terms, conditions, and requirements of this Agreement shall prevail. CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2028, unless terminated earlier, with three (3) additional one-year extensions. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County to a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three-hundred seventy-six thousand nine hundred and ninety dollars (\$376,990) for year one (1) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in

writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Facilities Management

3450 14th Street STE 200

Riverside, CA 92501

Electronic Invoices: FM-Invoices@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-03100-001-12/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this

Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 Either COUNTY or CONTRACTOR may terminate this Agreement without cause upon thirty (30) days written notice to the other party, stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical

information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Facilities Management
Deputy Director Maintenance
3450 14th Street STE 200
Riverside, CA 92501

CONTRACTOR

Johnson Controls Inc.
P.O. Box 730068
Dallas, TX 75373

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the

contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification/Limitations on Liability

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to property damage, bodily injury, or death or any other element of any kind or nature but only to the extent caused by CONTRACTOR or CONTRACTOR's personnel's negligence, willful misconduct, or fraudulent behavior in performance of its obligations herein. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 TO THE EXTENT ALLOWABLE UNDER CALIFORNIA LAW, EXCEPT FOR LOSSES, DAMAGES OR LIABILITIES ARISING OUT OF CONTRACTOR'S NEGLIGENCE OR WILLFUL OR

FRAUDULENT MISCONDUCT, SUPPLIER'S LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL IN NO EVENT EXCEED 3X THE AGGREGATE AMOUNT OF TWELVE MONTHS OF FEES PAID OR PAYABLE TO CONTRACTOR IMMEDIATELY PRECEDING THE CLAIM.

FURTHER, AND SUBJECT TO CALIFORNIA LAW, NEITHER PARTY SHALL BE LIABLE, REGARDLESS OF THE CAUSE OF ACTION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall be \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount of \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR is solely accountable for any policy retention or deductible. Neither is applicable to the additional insured. .

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) or their designated representative to furnish the County of Riverside with either 1) a properly executed original ACORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein,. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any, cancellation of such insurance. In the event of a cancellation, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original ACORD Certificate of Insurance and original copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original ACORD Certificate (s) of Insurance and certified original copies of endorsements. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under

this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and

contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

JOHNSON CONTROLS, INC. a Wisconsin corporation

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

By: Robert J Stoppek
Name: Robert Stoppek
Title: Market General Manager

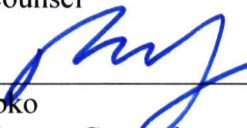
Dated: MAR 24 2026

Dated: 01/23/2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

Dated: 3/11/26

EXHIBIT A
SCOPE OF SERVICES

1. SITE ENTRY

1. Before entering and on departure of a site, CONTRACTOR personnel are to report in by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30PM. The number to call will be disclosed after signature of contract. Due to security issues of some locations, the contractor may be given additional entry procedures upon award.
2. Due to security requirements of specific locations within the locations list, the CONTRACTOR will be given additional entry procedures upon execution of agreement.
3. CONTRACTOR will provide via email the COUNTY personnel that answer the service request with the following information: company's name, technician's name, telephone numbers where both the technician and company may be reached, and the site at which they are currently located to perform service, and the service they are performing (maintenance or repair). COUNTY personnel may have additional requirements to the information above and that will be provided to the awarded Contractor(s) prior to start of service.

2. WASTE DISPOSAL

1. CONTRACTOR shall be solely responsible for disposal of all hazardous materials. These include but are not limited to: oil, asbestos, water treatment chemicals or any other hazardous materials associated with the boiler system. Disposal must meet all State and Federal guidelines and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by County.

3. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall provide an approved schedule of routine maintenance to the Facilities Management Maintenance Division or assigned designee prior to commencing services.
2. CONTRACTOR shall accomplish all scheduled maintenance during the regular business hours Monday through Friday, between the hours of 7:00 AM and 4:30PM.
3. CONTRACTOR will furnish the necessary labor, materials, and equipment to maintain the equipment in good operating condition in accordance with the specifications within section 4 and equipment's manufacturer operational manuals. The maintenance rate must be all inclusive in the proposed cost.
4. CONTRACTOR shall have sufficient staffing to respond to concurrent issues throughout the County as services may be needed at one site at the same time as scheduled maintenance is taking place at a different location.
5. CONTRACTOR shall maintain a current, valid California Contractor's License (CSLB), classification C-4 Boiler, Hot Water Heating and Steam Fitting throughout the term of the agreement. Contractor

shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed in any agreement.

6. CONTRACTOR must maintain current Department of Industrial Relations (DIR) registration throughout the term of the agreement.
7. Work area must be cleaned and must be put back together upon completion of services.
8. CONTRACTOR staff utilizing COUNTY facilities shall be courteous to the public and COUNTY staff. CONTRACTOR staff shall direct all communication and inquiries to COUNTY Personnel.

4. PREVENTATIVE MAINTENANCE

1. CONTRACTOR shall perform the following preventive maintenance on COUNTY owned equipment in accordance with the specifications below as well as the equipment's manufacturer operational manuals.

2. Annual maintenance and inspection

- a. Lock Out Tag Out all appropriate lines
- b. Drain Boiler
- c. Open Fire side and inspect refractory and burner
- d. Clean burners/tubes as needed
- e. Apply wash coat to refractory
- f. Close Fire side
- g. Open Water side
- h. Inspect tubes and remove any scale
- i. Close Water side with new Gaskets
- j. Pull, Inspect, and Clean all Water Probes
- k. Fill Boiler
- l. Clean Burner air intake and Blower Wheel
- m. Remove Lock Out Tag Out
- n. Fire Burner
- o. Tune Burner to highest efficiency with lowest emissions
- p. Test dynamic and static gas pressures
- q. Get printouts through Fire Range
- r. Test all Limits, and Controls for proper function
- s. Report to County on overall condition of Boiler

3. Semi Annual Tune Ups for Each Boiler to be completed 6 months after annuals

- a. Hook up combustion analyzer to each unit
- b. Fire burner
- c. Tune combustion for maximum efficiency with lowest emissions
- d. Get printouts through out firing range
- e. Check controls and safeties are functioning correctly
- f. Report to County of overall condition of boiler and any recommendations

4. Yearly Source Testing

- a. Arrive prior to the test to make sure burners are running in compliance with SCAQMD Guidelines
- b. Conduct source testing
- c. Clean up after each test
- d. Official source test Report will be delivered to customer within 2-4 weeks to satisfy all SCAQMD Source test requirements

5. Boiler Tube Brushing

- a. Boiler heat transfer surfaces must be kept clean to provide for safe and economical boiler operation. During boiler operation deposits such as soot and scale can accumulate on boiler tubes, causing a loss in efficiency due to reduced heat transfer. This includes capacity reduction and high draft losses. Corrosive elements are often present in the scale, increasing the probability of tube failure. Extreme cases of boiler tube blockage can also create a safety or fire hazard. Johnson Controls technicians will brush the tubes, cleaning these surfaces. This improves heat transfer, optimizes efficiency, and reduces potential corrosion and safety issues. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

6. Combustion Analysis

- a. Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Contractors technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

7. Boiler, Gas-Fired, Atmospheric, 0-10 HP

- a. Combustion Analysis
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers
 - vi. Conduct inspection
 - vii. Replace covers
 - viii. Fill system
 - ix. Prepare unit for operation

- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion damper operation (if applicable)
 - xv. Check operation of primary boiler pump (if applicable)
 - xvi. Check factory supplied gas piping and components for leakage
 - xvii. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xviii. Disassemble and clean low water cut-out
 - xix. Fill boiler and check for proper operation of make-up water valve
 - xx. Verify proper operation of low water cut-out control
 - xxi. Check overall condition of unit
 - xxii. Record and log all operating parameters (including pressures and temperatures)
 - xxiii. Remove and dispose any debris from any maintenance activity
 - xxiv. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels
 - iv. Brush fireside surfaces
 - v. Reinstall access panels
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

8. Boiler, Gas-Fired, Atmospheric, >10 HP

- a. Combustion Analysis
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)

- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers Conduct inspection
 - vi. Replace covers
 - vii. Fill system
 - viii. Prepare unit for operation
- c. Comprehensive
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion damper operation (if applicable)
 - xv. Check operation of primary boiler pump (if applicable)
 - xvi. Check factory supplied gas piping and components for leakage
 - xvii. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xviii. Disassemble and clean low water cut-out
 - xix. Fill boiler and check for proper operation of make-up water valve
 - xx. Verify proper operation of low water cut-out control
 - xxi. Check overall condition of unit Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity
 - xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels
 - iv. Brush fireside surfaces
 - v. Reinstall access panels
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

9. Boiler, Gas-Fired, Fire Tube, 301-600 HP

- a. Combustion Analysis

- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers Conduct inspection
 - vi. Replace covers
 - vii. Fill system
 - viii. Prepare unit for operation
- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion blower motor operation and lubricate as needed
 - xv. Check factory supplied gas piping and components for leakage
 - xvi. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xvii. Disassemble and clean low water cut-out
 - xviii. Fill boiler and check for proper operation of make-up water valve
 - xix. Verify proper operation of low water cut-out control
 - xx. Check overall condition of unit
 - xxi. Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity
 - xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Tube Brushing (Fire Tube - Gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Open boiler doors
 - iv. Mechanically brush tubes

- v. Close boiler doors
- vi. Remove and dispose any debris from any maintenance activity
- vii. Document tasks performed during visit and report any observations to appropriate customer representative

10. Boiler, Gas-Fired, Fire Tube, 51-150 HP

- a. Combustion Analysis
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers Conduct inspection
 - vi. Replace covers
 - vii. Fill system
 - viii. Prepare unit for operation
- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion blower motor operation and lubricate as needed
 - xv. Check factory supplied gas piping and components for leakage
 - xvi. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xvii. Disassemble and clean low water cut-out
 - xviii. Fill boiler and check for proper operation of make-up water valve
 - xix. Verify proper operation of low water cut-out control
 - xx. Check overall condition of unit
 - xxi. Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity

- xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Tube Brushing (Fire Tube - Gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Open boiler doors
 - iv. Mechanically brush tubes
 - v. Close boiler doors
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

11. Boiler, Gas-Fired, Fire Tube, <50 HP

- a. Combustion Analysis
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers Conduct inspection
 - vi. Replace covers
 - vii. Fill system
 - viii. Prepare unit for operation
- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion blower motor operation and lubricate as needed
 - xv. Check factory supplied gas piping and components for leakage

- xvi. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xvii. Disassemble and clean low water cut-out
 - xviii. Fill boiler and check for proper operation of make-up water valve
 - xix. Verify proper operation of low water cut-out control
 - xx. Check overall condition of unit
 - xxi. Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity
 - xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Tube Brushing (Fire Tube - Gaskets not included)
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Open boiler doors
 - iv. Mechanically brush tubes
 - v. Close boiler doors
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

12. Boiler, Gas-Fired, High Efficiency, 0-10 HP

- a. Combustion Analysis
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers
 - vi. Conduct inspection
 - vii. Replace covers
 - viii. Fill system
 - ix. Prepare unit for operation
- c. Comprehensive
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel

- viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Inspect condensate piping , trap and drain
 - xiii. Lift relief valve to ensure proper operation
 - xiv. Check boiler relief valves for leakage
 - xv. Check combustion blower motor operation and lubricate as needed
 - xvi. Check factory supplied gas piping and components for leakage
 - xvii. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xviii. Disassemble and clean low water cut-out
 - xix. Fill boiler and check for proper operation of make-up water valve
 - xx. Verify proper operation of low water cut-out control
 - xxi. Check overall condition of unit
 - xxii. Record and log all operating parameters (including pressures and temperatures)
 - xxiii. Remove and dispose any debris from any maintenance activity
 - xxiv. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels Brush fireside surfaces
 - iv. Reinstall access panels
 - v. Remove and dispose any debris from any maintenance activity
 - vi. Document tasks performed during visit and report any observations to appropriate customer representative

13. Boiler, Gas-Fired, High Efficiency, >10 HP

- a. Combustion Analysis
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers
 - vi. Conduct inspection
 - vii. Replace covers
 - viii. Fill system
 - ix. Prepare unit for operation

- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Inspect condensate piping , trap and drain
 - xiii. Lift relief valve to ensure proper operation
 - xiv. Check boiler relief valves for leakage
 - xv. Check combustion blower motor operation and lubricate as needed
 - xvi. Check factory supplied gas piping and components for leakage
 - xvii. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xviii. Disassemble and clean low water cut-out
 - xix. Fill boiler and check for proper operation of make-up water valve
 - xx. Verify proper operation of low water cut-out control
 - xxi. Check overall condition of unit
 - xxii. Record and log all operating parameters (including pressures and temperatures)
 - xxiii. Remove and dispose any debris from any maintenance activity
 - xxiv. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels
 - iv. Brush fireside surfaces
 - v. Reinstall access panels
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

14. Boiler, Gas-Fired, Water Tube, 51-150 HP

- a. Combustion Analysis
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)

- i. All work must be performed in accordance with Johnson Controls safety policies
- ii. Check with appropriate customer representative for operational deficiencies
- iii. Lock and tag out unit
- iv. Isolate and drain boiler
- v. Open covers
- vi. Conduct inspection
- vii. Replace covers
- viii. Fill system
- ix. Prepare unit for operation
- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion blower motor operation and lubricate as needed
 - xv. Check factory supplied gas piping and components for leakage
 - xvi. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xvii. Disassemble and clean low water cut-out
 - xviii. Fill boiler and check for proper operation of make-up water valve
 - xix. Verify proper operation of low water cut-out control
 - xx. Check overall condition of unit
 - xxi. Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity
 - xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels
 - iv. Brush fireside surfaces
 - v. Reinstall access panels
 - vi. Remove and dispose any debris from any maintenance activity
 - vii. Document tasks performed during visit and report any observations to appropriate customer representative

15. Boiler, Gas-Fired, Water Tube, <50HP

- a. Combustion Analysis

- i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Perform combustion analysis procedures
 - iv. Document tasks performed during visit and report any observations to appropriate customer representative
- b. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Lock and tag out unit
 - iv. Isolate and drain boiler
 - v. Open covers
 - vi. Conduct inspection
 - vii. Replace covers
 - viii. Fill system
 - ix. Prepare unit for operation
- c. Comprehensive
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Inspect burner contactors for wear
 - iv. Check and tighten electrical connections
 - v. Check for proper gas supply pressure
 - vi. Check and clean pilot assembly
 - vii. Clean combustion fan wheel
 - viii. Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 - ix. Check burner for proper sequence of operation
 - x. Check operating controls
 - xi. Check all safety controls
 - xii. Lift relief valve to ensure proper operation
 - xiii. Check boiler relief valves for leakage
 - xiv. Check combustion blower motor operation and lubricate as needed
 - xv. Check factory supplied gas piping and components for leakage
 - xvi. Drain boiler, open hand hole covers and clean as needed (if applicable)
 - xvii. Disassemble and clean low water cut-out
 - xviii. Fill boiler and check for proper operation of make-up water valve
 - xix. Verify proper operation of low water cut-out control
 - xx. Check overall condition of unit
 - xxi. Record and log all operating parameters (including pressures and temperatures)
 - xxii. Remove and dispose any debris from any maintenance activity
 - xxiii. Document tasks performed during visit and report any observations to appropriate customer representative
- d. Fireside Cleaning (gaskets not included)
 - i. All work must be performed in accordance with Johnson Controls safety policies
 - ii. Check with appropriate customer representative for operational deficiencies
 - iii. Remove access panels

- iv. Brush fireside surfaces
- v. Reinstall access panels
- vi. Remove and dispose any debris from any maintenance activity
- vii. Document tasks performed during visit and report any observations to appropriate customer representative

16. Heat Exchanger-All

- a. Comprehensive
 - i. Check with appropriate customer representative for operational deficiencies
 - ii. Check operating and safety controls, adjust as needed
 - iii. Inspect for system leaks
 - iv. Inspect structural elements and mounting points for vibration, corrosion, damage and secureness (Document any problems and corrections)
 - v. Check for fouling
 - vi. Confirm system flow
 - vii. Clean area around equipment
 - viii. Complete any required maintenance checklists, report observations to appropriate customer representative

17. Water Heater, Gas, 301-450GAL

- a. Comprehensive
 - i. Check with appropriate customer representative for operational deficiencies
 - ii. Check temperature
 - iii. Check and tighten electrical connections
 - iv. Check gas pressure
 - v. Clean flame sensor
 - vi. Clean igniter
 - vii. Blow down tank
 - viii. Inspect water condition
 - ix. Lift relief valve to ensure proper operation
 - x. Check for leaks
 - xi. Check for unusual noise or vibration
 - xii. Clean area around equipment
 - xiii. Complete any required maintenance checklists, report observations to appropriate customer representative

18. Water Heater, Gas, <150GAL

- a. Comprehensive
 - i. Check with appropriate customer representative for operational deficiencies
 - ii. Check temperature
 - iii. Check and tighten electrical connections
 - iv. Check gas pressure
 - v. Clean flame sensor
 - vi. Clean igniter
 - vii. Blow down tank
 - viii. Inspect water condition

- ix. Lift relief valve to ensure proper operation
- x. Check for leaks
- xi. Check for unusual noise or vibration
- xii. Clean area around equipment
- xiii. Complete any required maintenance checklists, report observations to appropriate customer representative

5. ONE-TIME REPAIRS

1. In the event that repairs are discovered during regular routine maintenance, CONTRACTOR will advise COUNTY personnel prior to any repair work being conducted.
2. CONTRACTOR shall provide COUNTY with a separate quote of a not to exceed amount for the recommended repairs as needed and shall include at minimum, labor, travel, materials and a quote number. The quote will note regular hours, after hours, holiday, weekend and emergency rates (call out fees) needed for each repair service.
 - a. Regular Hours are defined as: Monday through Friday, between the hours of 7:00 AM and 4:30PM
 - b. After Hours are defined as: 4:30 PM through 7:00 AM
 - c. Weekend Hours are defined as: Any work done on Saturday and Sunday
 - d. Holiday Hours are defined as: Any work done on the County Observed Holidays. See Section 7.
 - e. Emergency Service is defined as: An additional fee (if any) for service technician to be on-site within 3 hours of emergency request call.
3. All repairs or projects undertaken pursuant to this Agreement shall be invoiced separately from the compensation set forth herein and shall not be considered included in the contract's compensation amount.
4. The COUNTY expressly reserves the right, at its sole discretion, to engage any prequalified contractor(s) to perform such repairs or additional work as deemed necessary by the COUNTY, notwithstanding any existing agreements or authorizations under this Agreement.
5. The COUNTY will notify CONTRACTOR through written approval if repair quote is accepted. CONTRACTOR cannot start any repair work until written approval from COUNTY is received.

6. INVOICE

1. CONTRACTOR shall submit invoices that contain the following information
 - a. Date of Service
 - b. County of Riverside Building Number/Address/purchase order number/Contract ID
 - c. Services that were rendered
 - d. Detailed work report of the equipment serviced
 - e. Recommendations if applicable

7. COUNTY RESPONSIBILITY

1. COUNTY reserves the right to utilize any executed contract to provide services with no obligation to purchase any specified amount of goods or services
2. Throughout the term of any agreement the COUNTY and the contractor will schedule period and/or as needed meetings to determine how services are progressing, discuss any issues or concerns, identify and/or respond to areas needing improvement or changes and work cooperatively to resolve all identified matters.
3. The COUNTY reserves the right to enter into an agreement with other contractors for the same or similar services. The COUNTY does not guarantee or represent that any contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis.

8. LOCATIONS: ADD/DELETE/MODIFY

Throughout the period of performance of this agreement the COUNTY retains the right to add, delete, and/or modify the service schedule(s) of sites as it meets the operational requirements of the department. Contractor will be notified of any add/deletion and/or modifications and updated pricing for added/changed sites will be requested at the time of notification. A thirty (30) day written notice will be given to awarded contractor outlining any modifications needed. All such changes shall be made by written amendment to the Agreement. Any services, tasks, or other requirements not specifically listed herein may be subject to additional fees and costs.

9. COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.

- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

EXHIBIT B
PAYMENT PROVISIONS

1.0 Payment Provisions

Bldg #	Region	Site Name	Site Address	City	# of Assets	Year 1	Year 2	Year 3
BA0123	Central	DA/ CAC	135 N ALESSANDRO ST	Banning	1	\$4,929.34	\$5,077.46	\$5,299.79
BA0123, BA0127, BA0129, BA0166, BA0167, BA0176	Central	Smith Correctional Facility	1627 S HARGRAVE ST	Banning	11	\$54,998.09	\$56,650.70	\$58,350.29
CR0403	Western	Corona Common Care	505 S BUENA VISTA AVE	CORONA	2	\$7,917.37	\$8,155.28	\$8,399.94
HM0603	Central	RUHS	800 N STATE ST	Hemet	1	\$6,906.31	\$7,113.83	\$7,327.26
IN0717	Eastern	Health Clinic	47923 OASIS ST	Indio	1	\$4,010.74	\$4,131.26	\$4,255.20
IN0718	Eastern	Inpatient mental Health	47915 OASIS ST	Indio	4	\$21,865.06	\$22,522.07	\$23,197.76
IN0735	Eastern	Monroe Park	44199 MONROE ST	Indio	1	\$5,398.40	\$5,560.61	\$5,727.44
IN0781	Eastern	Indio Law Building	82995 US HIGHWAY 111	Indio	2	\$9,768.01	\$10,061.52	\$10,363.38
IN0782	Eastern	JJ Benoit Detention Center	82675 US HIGHWAY 111	Indio	3	\$10,106.54	\$10,410.23	\$10,722.55
JV5907	Northwest	Eddie Dee Smith Senior Center	5888 MISSION BLVD	Riverside	1	\$6,025.21	\$6,206.26	\$6,392.45
JV5908	Northwest	Sheriff - Special Investigation Bureau	1500 CASTELLANO RD	Jurupa Valley	1	\$4,896.33	\$5,043.46	\$5,194.77
JV5913	Northwest	Rubidoux Library	5840 MISSION BLVD	Riverside	1	\$4,724.55	\$4,866.52	\$5,012.52
JV5927	Western	Rubidoux Animal Shelter	6851 VAN BUREN BLVD	Jurupa Valley	3	\$13,750.58	\$14,163.76	\$14,588.69
MU1307	Western	Cois Byrd Detention Center Central Plant	30755 AULD RD	Murrieta	3	\$21,122.59	\$21,757.29	\$22,410.04
MV1204	Central	Sheriff's Administrative Bldg. Moreno	16791 DAVIS AVE	Riverside	2	\$8,356.01	\$8,607.10	\$8,865.32
MV1206	Central	Sheriffs' Dept	16958 BUNDY AVE	MARCH AIR RESERVE BASE	1	\$4,420.38	\$4,553.21	\$4,689.81
MV1209	Central	Fire Department - Administration BCTC	16902 BUNDY AVE	Riverside	3	\$9,114.41	\$9,388.28	\$9,669.94

Bldg #	Region	Site Name	Site Address	City	# of Assets	Year 1	Year 2	Year 3
PD2207	Eastern	Sheriff Palm Desert	73705 GERALD FORD DR	Palm Desert	2	\$10,584.93	\$10,902.99	\$11,230.09
PG1101	Eastern	CAC	3255 E TAHQUITZ CANYON WAY	Palm Springs	1	\$5,682.31	\$5,853.06	\$6,028.65
PR0808	Western	Perris Coroner	800 S REDLANDS AVE	Perris	1	\$4,948.28	\$5,096.97	\$5,249.88
PR0831	Central	Charles G. Meigs, Sr. Community Center	21091 RIDER ST	Perris	1	\$4,407.39	\$4,539.83	\$4,676.03
RV0901	Northwest	Historic Court House	4050 MAIN ST	Riverside	1	\$4,737.54	\$4,879.90	\$5,026.30
RV0905	Northwest	Riverside CAC Tower	4080 LEMON ST FL 11	Riverside	2	\$4,448.03	\$4,581.69	\$4,719.14
RV0908	Northwest	911 Comm	7195 ALESSANDRO BLVD	Riverside	2	\$6,657.01	\$6,857.04	\$7,062.76
RV0917	Western	Riverside DPSS Administration	10281 KIDD ST	Riverside	1	\$4,317.98	\$4,447.73	\$4,581.17
RV0920	Western	Riverside Mental Health Admin.	4095 COUNTY CIRCLE DR	Riverside	1	\$4,659.62	\$4,799.63	\$4,943.63
RV0921	Western	Riverside DPSS Administration	4060 COUNTY CIRCLE DR	Riverside	1	\$4,317.98	\$4,447.73	\$4,581.17
RV0922	Western	Public Health Admin	4065 COUNTY CIRCLE DR # 208	Riverside	1	\$4,317.98	\$4,447.73	\$4,581.17
RV0927	Western	RUHS Health Clinic	7140 INDIANA AVE	Riverside	1	\$4,369.93	\$4,501.24	\$4,636.28
RV0931	Western	YTEC Riverside	10001 COUNTY FARM RD	Riverside	1	\$4,317.98	\$4,447.73	\$4,581.17
RV0944	Northwest	Law Library	3535 10TH ST	Riverside	1	\$4,395.91	\$4,528.00	\$4,663.85
RV0958	Northwest	Purchasing & Fleet	2980 WASHINGTON ST	Riverside	1	\$4,369.93	\$4,501.24	\$4,636.28
RV0967	Western	Restorative Transformation Center	3950 REYNOLDS RD	Riverside	1	\$4,317.98	\$4,447.73	\$4,581.17
RV0971	Western	Juvenile Probation	9889 COUNTY FARM RD	Riverside	1	\$3,007.38	\$3,097.75	\$3,190.68
RV0996	Northwest	Riverside Public Defender	4075 MAIN ST	Riverside	2	\$8,340.84	\$8,591.47	\$8,849.22
RV1001	Northwest	Bankruptcy Court - Riverside	3420 12TH ST	Riverside	1	\$4,886.21	\$5,033.03	\$5,184.03
RV1003	Northwest	District Court Riverside	3470 12TH ST	Riverside	1	\$4,395.91	\$4,528.00	\$4,663.85
RV1005	Northwest	County Administrative Center - Annex	4080 LEMON ST FL 11	Riverside	2	\$9,107.03	\$9,380.68	\$9,662.11
RV1017	Northwest	Tenant	4200 ORANGE ST	Riverside	1	\$4,395.91	\$4,528.00	\$4,663.85

Bldg #	Region	Site Name	Site Address	City	# of Assets	Year 1	Year 2	Year 3
RV1044	Northwest	Riverside Centre	3403 10TH ST	Riverside	2	\$8,340.84	\$8,591.47	\$8,849.22
RV1058	Northwest	Downtown Law Building	3960 ORANGE ST	Riverside	2	\$8,340.84	\$8,591.47	\$8,849.22
RV1078	Northwest	RCIC	3450 14TH ST	Riverside	2	\$8,340.89	\$8,591.52	\$8,849.28
RV1087	Western	YTEC Riverside	10000 COUNTY FARM RD	Riverside	2	\$5,873.38	\$6,049.87	\$6,231.37
SJ1403	Western	San Jacinto Animal Shelter	581 S GRAND AVE	San Jacinto	3	\$15,902.53	\$16,380.38	\$16,871.81
TM1501, TM1502, TM1503	Central	Temecula CAC	41002 County Center Dr	Temecula	3	\$4,874.72	\$5,021.20	\$5,171.84
TP4502	Eastern	Coachella Valley Animal Campus	72050 PETLAND PL	THOUSAND PALMS	1	\$5,267.02	\$5,425.29	\$5,588.05
TR5308	Eastern	Thermal Aviation Facility	86675 AIRPORT BLVD	THERMAL	1	\$83.35	\$85.85	\$88.43
TR5309	Eastern	Central Plant	86655 AIRPORT BLVD	THERMAL	2	\$6,672.57	\$6,873.07	\$7,079.27
Total						\$376,990	\$388,318	\$399,968

Product/Service	Discount Type	Discount
Preventative Service Agreements (PSA) and Operations and Maintenance Agreements (O&M)	Discount from Johnson Controls Published Street Labor Rates and products/materials	List Price less 5%
Labor Discount		10%
3 rd Party Part Discount		10%

1.1 Pricing Notes

- a. All labor rates are based upon standard hours.
- b. Overtime rates (after hours, Saturday, Sunday): 1.5 x standard labor rates.
- c. Overtime rates (Holidays): 2 x standard labor rates.
- d. Per diem rates: Based upon location and job role to be provided.

- e. Minimum charge of 4 hours for all overtime work.
- f. Published street labor rates may be updated at the discretion of each local branch/Sustainable Infrastructure.
- g. Non-project-related service/replacement parts: These will be priced in accordance with our large Strategic Account customers.
- h. Mileage – Standard rates apply for service calls calculated from branch to job site.
- i. If List Price or NALP is not available in JCI pricing tool use cost + 35%.
- j. All Quotes shall meet the minimum discount percentages listed above.
- k. For Quoted service (L&M) where proposal has been requested, depending upon scope. Either a fixed price/lump sum, or time and material pricing structure will be utilized.
- l. Investment Grade Audits will be priced based on the required labor hours at the listed rates plus any subcontracted services at listed discounts.
- m. Projects with an applicable Developer Fee shall be 6% of the total contract value.
- n. Johnson Controls risk and proficiency will be added to each project.
- o. Miscellaneous items like general conditions, bonds, insurance, permit fees, legal fees, and any other project execution pricing will be added if applicable to the project.
- p. Performance guarantees and/or guaranteed savings will be contracted directly with the customer.
- q. Projects involving financing and/or equity will be proposed based on current market conditions.
- r. All proposals/contracts will be in accordance with the discounts listed on this pricing table and Johnson Controls will work with Sourcewell to help verify pricing upon member request.

EXHIBIT C
SERVICE LOCATIONS

1.0 Service locations

Building #	Building Description	Location	Region	Boiler Model #	Serial #	Manufacturer	BTU Input
BA0101	DA/ CAC	135 N. Alessandro St, Banning, CA	Central	H3-0752	210200001	Raypak	750,000
BA0123	SCF Warehouse / Laundry	1627 S Hargrave St, Banning, Ca	Central	WH1900L	NB 59237	PARKER BOILER #1	1,900,000
BA0123	SCF Warehouse / Laundry	1627 S Hargrave St, Banning, Ca	Central	WH1900L	BNB 59238	PARKER BOILER #2	1,900,000
BA0123	SCF Warehouse / Laundry	1627 S Hargrave St, Banning, Ca	Central	AWN1000	1809_109423696	Lochinvar	1,000,000
BA0127	SCF Kitchen	1627 S Hargrave St, Banning, Ca	Central	WH3-0752	311214203	RAYPAK	750,000
BA0127	SCF Kitchen	1627 S Hargrave St, Banning, Ca	Central	W3-0652	102179461	RAYPAK	650,000
BA0129	Smith Correctional Facility Housing Unit 8 & 9	1627 S Hargrave St, Banning, Ca	Central	72P125A-PG	79482666	PVI	720,000
BA0166	Smith Correctional HU 12	1627 S. Hargrave St., Banning, CA	Central	WH3-0652B	1404375913	Raypak	650,000
BA0167	Smith Correctional HU14	1627 S. Hargrave St., Banning, CA	Central	WH3-0652B	1406380228	Raypak	650,000
BA0176	Smith Correctional Facility Central Plant	1627 S Hargrave St, Banning, Ca	Central	T3600LR	59249	PARKER #1	3,600,000
BA0176	Smith Correctional Facility Central Plant	1627 S Hargrave St, Banning, Ca	Central	T3600LR	59251	PARKER #2	3,600,000
BA0176	Smith Correctional Facility Central Plant	1627 S Hargrave St, Banning, Ca	Central	T3600LR	59252	PARKER #3	3,600,000
CR0403	Corona Common Care Corona, CA	505 S. Buena Vista Ave., Corona, CA	Western	H8-0992	112189977	Ray Pak	990,000
CR0403	Corona CAC	505 S Buena Vista Ave, Corona, CA	Western	H8-0992	112189976	Ray Pak	990,000
HM0603	RUHS	800 N. State St Hemet Ca	Central				
IN0718	Inpatient mental Health	47195 Oasis St., Indio, CA	Eastern	H9-1802c	2204540458	Raypak	1,512,000
IN0718	Inpatient Mental Health 47915 Oasis St. Indio, CA	47915 Oasis St, Indio, CA	Eastern	Aerco	k1000	#3 G-06-1161	970,000

Building #	Building Description	Location	Region	Boiler Model #	Serial #	Manufacturer	BTU Input
IN0718	Inpatient Mental Health 47915 Oasis St. Indio, CA	47915 Oasis St, Indio, CA	Eastern	H8-0992C	2110530282	RayPak	831,600
IN0718 - New	Inpatient Mental Health 47915 Oasis St. Indio, CA	47915 Oasis St, Indio, CA	Eastern	WH8-0992C	2204540539	Raypak	990,000
IN0735	Monroe Park	44199 Monroe St, Indio, CA	Eastern	H8-0992C	Serial # 2112535087	Raypak	992,000 BTU/Hr
IN0781	Indio Law Building	82995 HWY 111, Indio, CA 92201	Eastern	H9-1262B	1406380997	Raypak	1.26 M
IN0781	Indio Law Building	82995 HWY 111, Indio, CA 92201	Eastern	H9-1262B	1406380998	Raypak	1.26 M
IN0782	JJ Benoit Detention Center	82675 HIGHWAY 111 INDIO, CA 92201	Eastern	Model CFC-3300-125HW	16010330110201	Cleaver Brooks	3,300,000
IN0782	JJ Benoit Detention Center	82675 HIGHWAY 111 INDIO, CA 92201	Eastern	Model CFC-3300-125HW	16010330110200	Cleaver Brooks	3,300,000
IN0782	JJ Benoit Detention Center	82675 HIGHWAY 111 INDIO, CA 92201	Eastern	1500-900A-TPL	F001923	PVI #1	1,200,000
IN0782	JJ Benoit Detention Center	82675 HIGHWAY 111 INDIO, CA 92201	Eastern	1500-900A-TPL	F001924	PVI #2	1,200,000
IN0717	Health Clinic	47923 Oasis St, Indio, CA	Eastern	LOCHINVAR	KBN700	F08H10058277	700,000
JV5907	Eddie Dee Smith Senior Center	5888 Mission Blvd, Riverside, CA	Northwest	WG-2000	18457-115	AJAX	2,000,000
JV5908	Sheriff - Special Investigation Bureau	1500 Castellano Rd, Jurupa Valley, CA	Northwest	CHN1802	I13H00254974	Lochinvar	1.8 M BTU/Hr
JV5913	Rubidoux Library	5840 Mission Blvd, Riverside, CA	Northwest	CHN1261	SN:106H00190795	Lochinvar	1.26 M BTU/Hr
JV5927	Rubidoux Animal Shelter Rubidoux, CA	6851 Van Buren Blvd., Jurupa Valley, CA	Western	CHN2071	C09H00217426	Lochinvar	1,999,999
JV5927	Rubidoux Animal Shelter 6851 Van Buren Blvd. Rubidoux, CA	6851 Van Buren Blvd., Jurupa Valley, CA	Western	CHN2071	C09H00217422	Lochinvar	1,999,999
JV5927	Rubidoux Animal Shelter 6851 Van Buren Blvd. Rubidoux, CA	6851 Van Buren Blvd., Jurupa Valley, CA	Western	CHN2071	C09H00217421	Lochinvar	1,999,999
MU1307	Cois Byrd Detention Center Central Plant	30755 Auld Rd, Murrieta, CA	Western	CEW 700 350	0L100709	Cleaver Brooks	14,600,000
MU1307	Cois Byrd Detention Center Central Plant	30755 Auld Rd, Murrieta, CA	Western	500WG	31458	Rite	4,999,000

Building #	Building Description	Location	Region	Boiler Model #	Serial #	Manufacturer	BTU Input
MU1307	Cois Byrd Detention Center Central Plant	30755 Auld Rd, Murrieta, CA	Western	500WG	31459	Rite	4,999,000
MV1204	Sheriff's Administrative Bldg. Moreno	16791 Davis Ave. Moreno Valley, CA	Central	H9-1262	0111189072	Raypak	992,000 BTUs/Hr
MV1204	Sheriff's Administrative Bldg. Moreno	16791 Davis Ave. Moreno Valley, CA	Central	H9-1262	0111189073	Raypak	992,000 BTUs/Hr
MV1206	Sheriffs' Dept	16958 Bundy Ave., Moreno Valley, CA	Central	WH12302	0111189074	Raypak	1,260,000
MV1209	Fire Department - Administration BCTC	16902 Bundy Ave, Moreno Valley, CA	Central	RD400-86	1288404600	RHEEM	399,900
MV1209	Fire Department - Administration BCTC	16902 Bundy Ave, Moreno Valley, CA	Central	CHN1441	J12H00243588	Lochinvar	1,440,000
MV1209	Fire Department - Administration BCTC	16902 Bundy Ave, Moreno Valley, CA	Central	CHN1441	B13H00246784	Lochinvar	1,440,000
PD2207	Sheriff Palm Desert	73705 Gerald Ford Drive, Palm Desert, CA	Eastern	CHN1801	L09H00223128	LOCHINVAR	1,800,000
PD2207	Sheriff Palm Desert	73705 Gerald Ford Drive, Palm Desert, CA	Eastern	CHN1801	L09H00223129	LOCHINVAR	1,800,000
PG1101	CAC	3255 E Tahquitz Canyon Way, Palm Springs CA	Eastern	chn1802	K11H00237138	LOCHINVAR	1,800,000
PR0831	Charles G. Meigs, Sr. Community Center	21091 Ryder St, Perris, CA	Central	H9-1262C	1810475859	RayPak	990,000 BTU/Hr
PR0808	Perris Coroner	800 S Redlands Avenue, Perris, CA	Western	CBN1795	F006526	LOCHINVAR	1,795,000
RV0901	Historic Court House	4050 Main Street, Riverside, CA	Northwest	CH-V100	70078004	AROACE - YAZAKI #2	1,200,000?
RV0901	Historic Court House	4050 Main Street, Riverside, CA	Northwest	LOCHINVAR	CHN1442	A15H002474018	1,000,000
RV0905	Riverside CAC	4080 Lemon St., Riverside, CA	Northwest	H9-2002C	2102518640	RAYPAK	1,999,000
RV0905	Riverside CAC Tower	4080 Lemon St., Riverside, CA	Northwest	54N125A-MX	49687650	PV1	540,000
RV0908	911 Comm	7195 Alessandro Blvd, Riverside, CA	Northwest	H3-0902	702197283	Ray Pak	900,000
RV0908	911 Comm	7195 Alessandro Blvd, Riverside, CA	Northwest	F350-W-GI	69024	Bryan	350,000

Building #	Building Description	Location	Region	Boiler Model #	Serial #	Manufacturer	BTU Input
RV0917	Riverside DPSS Administration Riverside, CA	10281 Kidd St, Riverside, CA	Western	H8-0992B	1702438111	RayPak	0.990 M BTU/Hr
RV0920	Riverside Mental Health Admin. Riverside, CA	4095 County Circle Dr., Riverside, CA	Western	H-0403A 0CAV BCC	1287108220	RAY PAK	399,999
RV0921	Riverside DPSS Administration Riverside, CA	4060 County Circle Dr., Riverside, CA	Western	H7-1753A	1905488261	Raypak	1,750,000
RV0922	Public Health Admin Riverside, CA	4065 County Circle Dr., Riverside, CA	Western	H8-0992C	1810475681	RayPak	0.990 M BTU/Hr
RV0927	RUHS Health Clinic	7140 Indiana Avenue, Riverside, CA	Western	H9-1262C	20105113913	Raypak	1,260,000 BTUs/HR
RV0931	YTEC Riverside	10001 County Farm Road, Riverside, CA	Western	H7-401L	2102123224	Raypak	400,000 BTU/hr
RV0944	Law Library	3535 10th Street, Riverside, CA	Northwest	H9-1262	112189980	Ray Pak -	1,260,000
RV0958	Purchasing & Fleet	2980 Washington Street, Riverside, CA 92504	Northwest	H9-1262C	2002501776	RayPak	1.26 M
RV0967	Restorative Transformation Center (RTC)	3950 Reynolds Rd, Riverside, CA	Western	H7-606L	2108213649	Raypak	600,000
RV0971	Juvenile Probation	9889 County Farm RD, Riverside, CA	Western	F-650-CU	41458	BRYAN	650,000
RV0996	Riverside Public Defender Riverside, CA	4075 Main St., Riverside, CA	Northwest	Model # H7-0500A	Serial # D1163200622	Raypak	470,000
RV0996	Riverside Public Defender Riverside, CA	4075 Main St., Riverside, CA	Northwest	Model # H7-0500A	Serial # D1163200615	Raypak	470,000
RV1001	Bankruptcy Court - Riverside	3420 12th Street, Riverside, CA	Northwest	CHN1802M7	A13H00245779	Lochinvar	1,800,000
RV1003	District Court Riverside, CA	3470 12th Street, Riverside, CA	Northwest	h7-1503a	2105523978	RAY PAK	1,500,000
RV1005	County Administrative Center - Annex	4080 Lemon Street, Riverside, CA	Northwest	33- FB1000NE2ASSS	120126308	RBI	1,000,000
RV1005	County Administrative Center - Annex	4080 Lemon Street, Riverside, CA	Northwest	Raypak	H3-0502B	1103322101	420,000
RV1017	Tenant	4200 Orange Street, Riverside, CA	Northwest	AJAX	WG300-D	81-33968	300,000
RV1044	Riverside Centre	3403 Tenth Street, Riverside, CA	Northwest	H8-0992C	1810475682	Ray Pak	990,000

Building #	Building Description	Location	Region	Boiler Model #	Serial #	Manufacturer	BTU Input
RV1044	Riverside Centre	3403 Tenth Street, Riverside, CA	Northwest	H8-0992C	1810475684	Ray Pak	990,000
RV1058	Downtown Law Building	3960 Orange St. Riverside, CA	Northwest	H9-1532B HI DELTA	811289610	RAYPACK	1,530,000
RV1078	RCIC	3450 14th Street Riverside CA	Northwest	WPG-1500-W	66921	AJAX	1,500,000
RV1078	RCIC	3450 14th Street Riverside CA	Northwest	WPG-1500-W	66921/	AJAX	1,500,000
RV1087	YTEC Riverside	10000 County Farm Rd Riverside CA	Western	Aerco	G-15-1045	BMK-2000	2,000,000
RV1087	YTEC Riverside	10000 County Farm Rd Riverside CA	Western	Aerco	G-15-1046	BMK-2000	2,000,000
SJ1403	San Jacinto Animal Shelter Mechanical yard	581 S. Grand Ave. San Jacinto, CA	Western	T1730LR	59556	PARKER	1,730,000
SJ1403	San Jacinto Valley Animal Shelter	581 S. Grand Ave. San Jacinto, CA	Western	T1730LR	59555	PARKER	1,730,000
SJ1403	San Jacinto Valley Animal Shelter- Break room	581 S. Grand Ave. San Jacinto, CA	Western	EWN200PM	I09H00221418	Lochinvar	199,999
TM1501	Temecula CAC	41002 County Center Dr, Temecula	Central	F250-W-G	67455	Bryan	200 BTU
TM1502	Temecula CAC	41002 County Center Dr, Temecula	Central	F250-W-G	67451	Bryan	200 BTU
TM1503	Temecula CAC	41002 County Center Dr, Temecula	Central	F250-W-G	67454	Bryan	200 BTU
TM1504	Grace Mellman Community Library	41000 County Center Dr	Western	GCS11-2753- 450A-5W	5691A01375	Lennox	450,000
TP4502	Coachella Valley Animal Campus	72-050 Petland Place	Eastern	WH3-0652	41228516	ray pack	650,000
TR5308	Thermal Aviation Facility	86675 Airport Blvd	Eastern	GT-199-DVN	GTNG 0306 P000075	RHEEM	199,900
TR5309	Central Plant	86655 Airport Blvd	Eastern	PBN2001	A10H00223766	LOCHINVAR	1,700,000
TR5309	Central Plant	86655 Airport Blvd	Eastern	PBN2001	A10H00223555	LOCHINVAR	1,700,000

EXHIBIT C**PREVAILING WAGE REQUIREMENTS**

All or a portion of the Scope of Services in this Agreement requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the shall be automatically amended to read accordingly.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California 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 Services 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 Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, 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 jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, 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.

C3.0. 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 Services. Pursuant to California 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.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractor's 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 <http://www.dir.ca.gov/Public-Works/PublicWorks.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 of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California 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 Services. 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 California Labor Code sections 1771, 1811, and 1815 for any Scope of Services 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:

- (1) 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;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;
- (3) 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; 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

- (4) 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 Services 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. 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 any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California 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 Services or upon any part of the Scope of Services, 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.

C7.0. Penalty of 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 Services 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 California 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.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. State Public Works Apprenticeship Requirements

C9.1. State Public Works Apprenticeship Requirements: 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 occupations (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 fund contributions for each apprenticeable hour employed on the Contract; 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 exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of 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. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. 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.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

- a. 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.
- b. 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.
- c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.
- d. 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.
- e. 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>.

C9.2.2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- b. 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.
- c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- d. 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.
- e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation).

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.

- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: 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.

- a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. 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.
- c. When the contractor has a direct contract with the Public Agency that is under \$30,000.
- d. 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).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have

the discretion to grant a certificate, 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:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen;
or
- c. 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
- d. If 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.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are 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.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.








FMARC-03100-001-12-28 Johnson Controls Building Solutions, LLC

Final Audit Report

2026-01-23

Created:	2026-01-22
By:	Miranda Ulm (MUlm@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPQscKEiHXLHkaoEa_cwSZI9JAtv8kEo

"FMARC-03100-001-12-28 Johnson Controls Building Solutions, LLC" History

-  Document created by Miranda Ulm (MUlm@rivco.org)
2026-01-22 - 7:31:05 PM GMT - IP address: 158.61.6.4
-  Document emailed to rob.stoppek@jci.com for signature
2026-01-22 - 7:31:43 PM GMT
-  Email sent to Miranda Ulm (MUlm@rivco.org) bounced and could not be delivered
2026-01-23 - 1:04:11 AM GMT
-  Email viewed by rob.stoppek@jci.com
2026-01-23 - 4:12:21 PM GMT - IP address: 166.199.97.20
-  Signer rob.stoppek@jci.com entered name at signing as Robert J Stoppek
2026-01-23 - 4:13:04 PM GMT - IP address: 166.199.97.20
-  Document e-signed by Robert J Stoppek (rob.stoppek@jci.com)
Signature Date: 2026-01-23 - 4:13:06 PM GMT - Time Source: server- IP address: 166.199.97.20
-  Agreement completed.
2026-01-23 - 4:13:06 PM GMT

Riverside County
Facilities Management
 3450 14th Street, Riverside, CA 92501

NOTICE OF EXEMPTION

January 14, 2026

Project Name: Approval of the Boiler Preventative Maintenance Professional Service Agreement with Johnson Controls Building Solutions, LLC, Riverside County Facilities

Project Number: MT29895-3100-001-001

Project Locations: Multiple Sites Countywide (See attached table)

Boiler Maintenance Locations				
Bldg #	Site Name	Site Address	City	Zip Code
BA0123	DA/ CAC	135 N ALESSANDRO ST	Banning	92220
BA0123, BA0127, BA0129, BA0166, BA0167, BA0176	Smith Correctional Facility	1627 S HARGRAVE ST	Banning	92220
CR0403	Corona Common Care	505 S BUENA VISTA AVE	Corona	92882
HM0603	RUHS	800 N STATE ST	Hemet	92543
IN0717	Health Clinic	47923 OASIS ST	Indio	92260
IN0718	Inpatient mental Health	47915 OASIS ST	Indio	92260
IN0735	Monroe Park	44199 MONROE ST	Indio	92201
IN0781	Indio Law Building	82995 US HIGHWAY 111	Indio	92201
IN0782	JJ Benoit Detention Center	82675 US HIGHWAY 111	Indio	92201
JV5907	Eddie Dee Smith Senior Center	5888 MISSION BLVD	Riverside	92509
JV5908	Sheriff - Special Investigation Bureau	1500 CASTELLANO RD	Jurupa Valley	92509
JV5913	Rubidoux Library	5840 MISSION BLVD	Riverside	92509
JV5927	Rubidoux Animal Shelter	6851 VAN BUREN BLVD	Jurupa Valley	92509
MU1307	Cois Byrd Detention Center Central Plant	30755 AULD RD	Murrieta	92563
MV1204	Sheriff's Administrative Bldg. Moreno	16791 DAVIS AVE	Riverside	92508
MV1206	Sheriffs' Dept	16958 BUNDY AVE	Riverside	92508
MV1209	Fire Department - Administration BCTC	16902 BUNDY AVE	Riverside	92508
PD2207	Sheriff Palm Desert	73705 GERALD FORD DR	Palm Desert	92211
PG1101	CAC	3255 E TAHQUITZ CANYON WAY	Palm Springs	92262
PR0808	Perris Coroner	800 S REDLANDS AVE	Perris	92570
PR0831	Charles G. Meigs, Sr. Community Center	21091 RIDER ST	Perris	92570
RV0901	Historic Court House	4050 MAIN ST	Riverside	92501
RV0905	Riverside CAC Tower	4080 LEMON ST FL 11	Riverside	92501

RV0908	911 Comm	7195 ALESSANDRO BLVD	Riverside	
RV0917	Riverside DPSS Administration	10281 KIDD ST	Riverside	92503
RV0920	Riverside Mental Health Admin.	4095 COUNTY CIRCLE DR	Riverside	92503
RV0921	Riverside DPSS Administration	4060 COUNTY CIRCLE DR	Riverside	92503
RV0922	Public Health Admin	4065 COUNTY CIRCLE DR # 208	Riverside	92503
RV0927	RUHS Health Clinic	7140 INDIANA AVE	Riverside	92504
RV0931	YTEC Riverside	10001 COUNTY FARM RD	Riverside	92503
RV0944	Law Library	3535 10TH ST	Riverside	92501
RV0958	Purchasing & Fleet	2980 WASHINGTON ST	Riverside	92504
RV0967	Restorative Transformation Center	3950 REYNOLDS RD	Riverside	92503
RV0971	Juvenile Probation	9889 COUNTY FARM RD	Riverside	92503
RV0996	Riverside Public Defender	4075 MAIN ST	Riverside	92501
RV1001	Bankruptcy Court - Riverside	3420 12TH ST	Riverside	92501
RV1003	District Court Riverside	3470 12TH ST	Riverside	92501
RV1005	County Administrative Center - Annex	4080 LEMON ST FL 11	Riverside	92501
RV1017	Tenant	4200 ORANGE ST	Riverside	92501
RV1044	Riverside Centre	3403 10TH ST	Riverside	92501
RV1058	Downtown Law Building	3960 ORANGE ST	Riverside	92501
RV1078	RCIC	3450 14TH ST	Riverside	92501
RV1087	YTEC Riverside	10000 COUNTY FARM RD	Riverside	92503
SJ1403	San Jacinto Animal Shelter	581 S GRAND AVE	San Jacinto	92582
				92591
TM1501, TM1502, TM1503	Temecula CAC	41002 County Center Dr	Temecula	
TP4502	Coachella Valley Animal Campus	72050 PETLAND PL	Thousand Palms	92276
TR5308	Thermal Aviation Facility	86675 AIRPORT BLVD	Thermal	92274
TR5309	Central Plant	86655 AIRPORT BLVD	Thermal	92274

Description of Project: Johnson Controls Building Solutions, LLC (Johnson Controls) is engaged by the County to provide comprehensive, compliant, and reliable preventive maintenance and inspection services for County-owned boilers, heating, and hot water systems. The purpose of this agreement is to ensure that critical mechanical systems operate safely, efficiently, and in accordance with all applicable manufacturer specifications, safety standards, and local, State, and Federal regulations.

Johnson Controls is responsible for adhering to County security and site-entry protocols, maintaining clear communication with designated County personnel, and performing all work during approved hours unless otherwise authorized. The contractor is required to supply qualified personnel, appropriate equipment, and all necessary materials, while maintaining proper licensing, prevailing wage compliance, and regulatory registrations.

The scope emphasizes preventative maintenance to reduce equipment failure, ensure regulatory compliance (including SCAQMD requirements), extend equipment life, and support uninterrupted operations—particularly in secure and mission-critical facilities such as detention centers. Johnson Controls is also accountable for proper waste disposal, thorough documentation, site cleanup, and timely reporting of system conditions and repair recommendations.

The approval of the Professional Services Agreement for boilers, heating, and hot water systems services is identified as the proposed project under the California Environmental Quality Act (CEQA). The County sites will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County


Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the provision of boilers, heating, and hot water systems services at County facilities.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the provision of boilers, heating, and hot water systems services at County facilities. The use of the facilities would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The provision of boilers, heating, and hot water systems services that would occur as a result of the Professional Services Agreement will not result in any direct or indirect physical environmental impacts. The use of the facilities would remain unchanged, continuing to provide public services. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ **Date:** 2-4-2026

Mike Sullivan,
County of Riverside, Facilities Management