

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



ITEM
3.12
(ID # 7533)

MEETING DATE:

Tuesday, September 25, 2018

FROM : PURCHASING AND FLEET SERVICES:

SUBJECT: PURCHASING AND FLEET SERVICES: Approve the Agreement with Odyssey Power Corporation for Generator Preventative Maintenance and Repair for five years and authorize the Chairman of the Board to Execute, Districts-All; [\$1,343,125 total cost over five years; up to \$134,313 in additional compensation over five years]; 100% Department Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

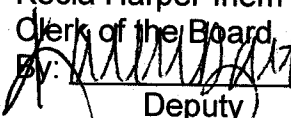
1. Approve the Agreement with Odyssey Power Corporation for Generator Preventative Maintenance and Repair for \$268,625 annually for five years, from October 1, 2018 through June 30, 2023, and authorize the Chairman of the Board to execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the Agreement; and (b) sign amendments to the compensation provision that do not exceed 10% annually.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 25, 2018
xc: Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 268,625	\$ 268,625	\$ 1,343,125	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Department Budgets			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

Riverside University Health Systems (RUHS), Riverside County Fire Department (RCFD) and the Economic Development Agency Facilities Maintenance division (EDA/FM) have a total of eighty-eight (88) generators of various models located throughout the County which are used to provide both emergency and standby power in the event of an outage. The generators require scheduled preventative maintenance as well as repairs to remain in good working condition. Purchasing gathered service requirements from each of the departments to set in place a contract to meet their operational needs.

Impact on Citizens and Businesses

There is no negative impact on citizens and businesses. Generator maintenance for locations like the hospital, jails and fire stations is critical for maintaining power in the event of an emergency or outage.

SUPPLEMENTAL:

Additional Fiscal Information

The estimated agreement allocation is as follows:

RUHS	\$ 12,540
RCFD	\$ 47,097
EDA/FM	<u>\$108,988</u>
Total	\$168,625

The proposed agreement also provides for an additional \$100,000 in repairs for unforeseen issues for existing generators, the addition of new generators at county facilities, and any future labor cost increases. Scheduled preventative maintenance requires the payment of prevailing wage rates which are modified up to two times per year by the Department of Industrial Relations.

Contract History and Price Reasonableness

Purchasing issued Request for Quote (RFQ) #PUARC-1596 for Generator Quarterly and Annual Scheduled Preventative Maintenance and Repair. The notification was sent to 85 companies

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and advertised on the Purchasing website. Eight responses were received and all responses were reviewed by the participating departments. Annual costs ranged from \$168,625 to \$264,003 for all sites. Odyssey Power Corporation was found to be the lowest responsive bidder at \$168,625. The proposed agreement provides for an additional \$100,000 in repairs for unforeseen issues for existing generators, the addition of new generators at county facilities, and any future labor cost increases. Scheduled preventative maintenance requires the payment of prevailing wage rates which are modified up to two times per year by the Department of Industrial Relations.

ATTACHMENTS:

Agreement with Odyssey Power Corporation

 Teresa Summers, Director of Purchasing	9/13/2018	 Inez de los Santos	9/17/2018
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 Gregory F. Priamos, Director County Counsel	9/17/2018
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SERVICE AGREEMENT

for

Generator Quarterly and Annual

Scheduled Preventative Maintenance & Repair

between

COUNTY OF RIVERSIDE

and

ODYSSEY POWER CORPORATION



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This Agreement, made and entered into this 1st day of **October, 2018**, by and between **Odyssey Power Corporation**, a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

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 this 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 **June 30, 2023**, unless terminated earlier. 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 for 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 two hundred sixty eight thousand six hundred thirty dollars (**\$268,630**) per fiscal year, 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. 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. 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 for goods used in the performance of the services shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas. Increase may also include Product Pricing Index (PPI) and/or manufacturer's increases, as applicable to the service. CONTRACTOR shall be required to provide all justification information on increases related to the goods used in this service. Labor rate increases by the Department of Industrial Relations (DIR) will be considered as they are released twice per year 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:

The remit to address noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations.

- a) Each COUNTY department/division/agency serviced under this Agreement for Generator Maintenance and Repair Services shall set up applicable accounts with the CONTRACTOR. This may include, but not be limited to, providing a correct billing address, Accounts Payable contact representative, etc.
- b) Each invoice shall contain a minimum of the following information (where applicable): invoice number and date; remittance address; bill-to and ship-to addresses of ordering

department/division; Agreement number (RIVCO-93639-001-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

c) 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, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, 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 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. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR 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 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.

12.2 CONTRACTOR must maintain a current, valid State of California Contractor's license - Classification C10 Electrical Contractor (CSLB License No. 793476) during the entire period of performance of the Agreement. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the Agreement. CONTRACTOR is responsible to provide information on CSLB renewal to COUNTY in order to show current proof of licensing at all times.

12.3 CONTRACTOR is required to maintain a current and valid registration with the California Department of Industrial Relations (DIR) during the entire period of performance of the Agreement (DIR Registration #1000005860). Scheduled preventative maintenance and repair is considered a public works

project according to California Labor Code § 1771 and is subject to compliance monitoring and enforcement by the DIR. Prevailing wage and registration requirements remain in effect throughout the period of this Agreement. CONTRACTOR shall pay their employees the applicable prevailing rate of pay for each craft or type of workman or mechanic needed to execute this Agreement. CONTRACTOR will provide their DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of their certified payroll records to COUNTY at the same time those records are provided to the DIR.

13. Use By Other Political Entities

The CONTRACTOR may choose 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. S1210 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services

2980 Washington Street

Riverside, CA 92504

Attn: PCS

CONTRACTOR

Odyssey Power Corporation

625 N Shepard Street

Anaheim, CA 92806

Attn: Josh Linehan, Controller

18.1 Copies of notices may be sent directly to the applicable department/division/agency, but notice shall not be considered submitted unless delivered to the party and address indicated above.

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 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

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 this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. 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 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.

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 not less than \$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 not be less than \$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.

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 not less than \$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.

D. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. 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 material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto 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 Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. 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 Warranty: CONTRACTOR shall provide a warranty that includes all parts and labor for generator repair performed by CONTRACTOR. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR's Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of parts that have to be sent back to the manufacture for repairs/services. In the event the equipment is found to be beyond repair, CONTRACTOR shall advise COUNTY representative of their findings and any recommendations.

a) All warranty work shall be completed within two (2) weeks of written notice by the COUNTY.

b) Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

c) All work performed by the contractor, under this contract, shall be warranted by the contractor to be free from defects for a period of not less than one (1) year. All work rejected by the COUNTY as failing to conform to the requirements of the scope of work for each project, the contractor shall remedy unsatisfactory work within two (2) weeks. CONTRACTOR shall bear the cost of correcting such rejected work. Recurring problems, which the COUNTY determines to be directly attributable to the work of the contractor, could result in termination of the contract for default.

d) All parts, materials and equipment installed by the contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the county.

e) Any damages to county property caused by the contractor's personnel while performing work under this contract shall be fully repaired or replaced at the contractor's expense.

23.2 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.

23.3 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.

23.4 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.

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

23.6 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.

23.7 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.

23.8 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.

23.9 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.

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

23.11 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).

23.12 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

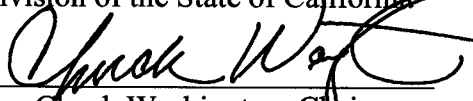
a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 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.

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

ODYSSEY POWER CORPORATION

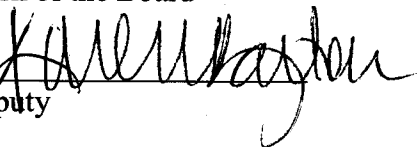
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Name: Mike Paller
Title: President/CEO


Dated: SEP 25 2018

Dated: 7-20-2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

A1.0 Site Entry All Locations:

A1.1 Before entering and on departure of a site, CONTRACTOR's personnel may be required to report in by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30PM. If required, the call in number will be provided at the time service is scheduled by the requesting department/agency. Due to security issues at some locations, the CONTRACTOR may be given additional entry procedures at time of service request.

A1.2 If a call in is required, CONTRACTOR will provide the County personnel that answer the call 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). Departmental Project Managers/Site Supervisors may have additional requirements to the information above and that will be provided to CONTRACTOR at time services is scheduled.

A2.0 Waste Disposal All Locations:

A2.1 CONTRACTOR shall be solely responsible for disposal of all hazardous materials. These include, but are not limited to: oil, antifreeze, battery cells, or any other hazardous materials associated with the generator. Disposal must meet all State and Federal guidelines and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by COUNTY.

A2.2 In the event of a fuel/oil spill, and in the course of work defined, CONTRACTOR is responsible for adhering to the Spill Prevention, Control, and Counter (SPCC) measurement plan and for all labor and cost involved to remove and clean areas affected by the fuel spill. The SPCC plan can be found at each individual site.

A3.0 Emergency Response for Repairs All Locations:

A3.1 CONTRACTOR must be available for after-hours emergency response when repair work is required. (Availability 24 hours a day, 7 days a week, 365 days per year) CONTRACTOR shall have quick and immediate access to portable generator units capable of being both transported and connected to any of

the COUNTY's sites and will be allowed to charge the COUNTY for such services as listed in the contracted rates or as quoted per repair incident on a time and materials basis.

A3.2 Due to the critical nature of the public safety aspect of certain equipment that operates specific sites, response time to those public safety designated sites shall not exceed three (3) hours from initiation for an emergency repair request. COUNTY will communicate with CONTRACTOR this information at the time of emergency repair call. COUNTY understands that there may be an additional "Emergency Call Out Fee" charged in these instances.

A3.3 COUNTY maintains a list of prequalified public works contractors that may also be used for repair services, emergency or otherwise. COUNTY does not guarantee any repair work to be awarded to CONTRACTOR resulting from this solicitation.

A4.0 For All Locations CONTRACTOR Shall:

A4.1 Work with the COUNTY designated Project Manager / Site Supervisor to provide an approved schedule of routine maintenance prior to commencing services. This may also include site / generator inspections.

A4.2 Accomplish all scheduled maintenance during the regular business hours of Monday through Friday, between the hours of 7:30 AM and 4:30PM.

A4.2.1 EXCEPTION: Riverside University Health System (RUHS) requires quarterly and annual site maintenance start at 5:00 am PST to limit interruptions to medical procedure area.

A4.3 Maintenance will be conducted based on recorded maintenance and in-service date. For sites located in severe weather conditions (such as the desert locations) maintenance may be required more frequently than scheduled. This will be determined on a case by case basis and communicated between the CONTRACTOR and the County Project Manager / Site Supervisor.

A4.4 Completely fill out the site inspection list provided by the Project Manager. The list will be located on site and once filled out, will be left in the designated folder at the site of inspection. The

CONTRACTOR will provide a soft copy, via email, to the Project Manager as requested and predetermined to start of service. (This may not apply to all locations/departments.)

A4.5 Provide all labor, material, travel, testing equipment, and supervision necessary to service, test and maintain the generators and all related components in good working order.

A4.6 Be advised work may take place in a secure environment where background checks may be required of all workers. CONTRACTOR must be able to supply labors that have not been convicted of a felony or first-degree misdemeanor and pass a background check equivalent to a Department of Justice (DOJ) screening for convictions within the last seven years when working in these designated areas. This information will be provided at kickoff meeting for the specific sites it may pertain to.

A5.0 Staffing and References – All Locations:

A5.1 CONTRACTOR shall have sufficient staffing to respond to concurrent issues throughout the County as repairs may be needed at one site at the same time scheduled maintenance is taking place at a different location.

A6.0 Preventive Maintenance Scheduling and Information– All Locations:

A6.1 CONTRACTOR shall provide an approved schedule of routine maintenance to the Project Manager/Site Supervisor or assigned designee after commencing inspections as needed. Inspections shall be coordinated by the CONTRACTOR and the appropriate Project Manager / Site Supervisor and schedule should be provided via email. Schedule updates should be provided on routine basis as needed if requested by the Project Manager/Site Supervisor and include, at minimum, site name, date of service, and type of service performed (quarterly, annual, etc.).

A6.2 RUHS requires all product/parts used in the maintenance of Caterpillar generators be OEM.

A6.3 After-Maintenance Procedure All Locations

- A. Report any discrepancies notes in accordance with the scheduled maintenance procedure.
- B. If repairs are needed CONTRACTOR will advise Project Manager/Site Supervisor prior to any work being conducted and will provide comprehensive quote to be approved prior to repair being done. (See section A7.0 for details.)
- C. Make recommendations if needed.

- D. Work order should have a comprehensive breakdown of the materials, labor, travel time etc. to reflect the work completed and should be sent to Project Manager / Site Supervisor prior to completion.
- E. The invoice for scheduled preventative maintenance should reflect only the inclusive cost of the service and NOT breakout parts or taxable goods unless the percentage of the consumable product makes the COUNTY responsible for paying direct tax on the material.

A6.4 Quarterly Preventative Maintenance (Excluding Fire, see Exhibit A8.0 below) is performed four (4) times each year during normal business hours and consists of the following service:

- a. Generator run. Check voltage and frequency under static operation and with the site under load.
- b. Check oil pressure
- c. Check antifreeze level concentration level and SCA level. (Refill as needed at additional cost to COUNTY)
- d. Check air filter. Replace as needed at additional cost to the COUNTY.
- e. Check all belts and hoses. Tighten as needed.
- f. Check battery water/electrolyte level. Load test batteries and visually inspect for leaks, cracks, bulges and/or corrosion. Replace as needed at additional cost to the COUNTY.
- g. Check battery charger operation.
- h. Check battery voltage under static and run conditions.
- i. Check water temperature after twenty (20) minutes of operation.
- j. Check each phase of voltage at the Automatic Transfer Switch (ATS).
- k. Check block heater operation.
- l. Clean generator cabinets of dirt, debris; insects, etc. as needed.
- m. Clean magnetic pickup.

A6.5 Annual Preventative Maintenance (Excluding Fire, see A8.0 below) will include the Quarterly preventative maintenance services noted in A6.4 and the additional services listed below:

- a. Change oil, oil filter, fuel filter and air filter. All materials and labor to be provided by CONTRACTOR as this reflects an inclusive price per service.
- b. Coolant system pressure checked and antifreeze tested for proper mixture and level.
- c. Clean generator cabinets of dirt, debris, insects, etc. as needed.

d. **Load Bank Testing:** Complete a four (4) hour load bank testing to manufacturer specification and requirements and using an artificial loadbank appropriately sized for the generator being tested.

A6.6 Battery Replacement All Locations: CONTRACTOR provided information on the battery groups required for each generator and include a price list as noted in Exhibit B Payment Provisions. This will be the price paid by COUNTY for batteries needed in the group required for each generator if purchased from CONTRACTOR.

A6.6.1 COUNTY reserves the right to purchase replacement batteries from the CONTRACTOR or seek other solutions, such as a competitive bid and/or installation of batteries by COUNTY employees, as deemed to be in the best interest of the COUNTY.

A7.0 Repairs – All Locations:

A7.1 For the purpose of this agreement:

a) **Repair is defined as:** “The word “repair” in its ordinary sense relates to the preservation of property in its original condition, and does not carry the connotation that a new thing should be made of a distinct entity created” (Whalen vs. Ruiz (1953) 40 Cal.2d 294, 300-301, 253 P.2d 457)

b) **Preventative Maintenance is defined as:** “Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.” (PCC22002(d))

c) There will be collaboration between CONTRACTOR and Project Manager/Site Supervisor to determine and agree upon what constitutes a repair and what constitutes a separate public works project following CUPCCAA / DIR labor requirements.

A7.2 In the event that necessary repairs are discovered during regular maintenance, CONTRACTOR will advise Project Manager prior to any work being conducted.

A7.3 CONTRACTOR shall provide a quote a not to exceed amount for repairs as needed, including labor, travel and materials. Quote will note regular hours, after hours, holiday, weekend and emergency rates (call out fees) for as needed for each repair service. Labor rates for repair quotes are listed in Exhibit B Payment Provisions

a) **Regular Hours** are defined as: Monday through Friday, between the hours of 7:00 AM and 4:30PM

b) **After Hours** is 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 8.
- 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.

A7.4 RUHS requires all replacement parts to be Caterpillar OEM. Department Project Managers / Site Supervisors will determine acceptable replacement parts (OEM or “equal brand”) at time of repair quotes submission.

A7.5 All repairs or projects estimated to exceed \$25,000 will require competitive bidding, including the CONTRACTOR and other generator service providers.

A7.6 COUNTY Project Manager / Site Supervisors has final determination in accepting CONTRACTORs quotes providing the repair service is less than \$25,000 and/or deciding to bid the project among COUNTY pre-qualified public works contractors for this commodity / repair type regardless of dollar amount.

A8.0 FIRE DEPARTMENT SCOPE OF SERVICE: Riverside County Fire Department (RCFD) requires a slightly different scope of services for their quarterly and annual generator scheduled preventative maintenance. The following is the service requirements for Fire Department equipment only. All other items noted above for “all locations” apply to the Fire Department in addition to the maintenance services listed below.

A8.1 - Quarterly Service: CONTRACTOR will conduct four visits per year to include an oil change, load bank test, fuel polish, fuel sample, oil sample, ATS service and all services noted below:

A8.1.1 Enclosure

- a) Inspect installation for obstructions or debris
- b) Inspect enclosure for corrosion or openings

A8.1.2 Batteries

- a) Starting batteries will be cleaned
- b) Electrolyte levels and specific gravity will be checked
- c) Reports made for recharging or replacing

d) Battery charging system will be checked for proper operation.

A8.1.3 Fuel System

- a) Above ground diesel fuel tanks and lines will be inspected for defects.
- b) Critical fuel levels will be noted.

A8.1.4 Engine

- a) Check for fuel, oil or coolant leaks, tighten all bolts as necessary
- b) All fluid levels will be checked and topped-off as necessary. (Fuel not included)
- c) Governor system and linkage will be checked for binding and proper operation
- d) Air cleaners will be checked and if necessary recommendations made for replacement.
- e) Engine block heater(s) and associated plumbing will be checked for proper operation.
- f) All belts will be checked for proper tension, signs of age and wear

A8.1.5 Cooling System

- a) Radiator will be checked externally for debris, leaks or corrosion
- b) Coolant will be tested for proper mixture with a coolant test strip
- c) Internal condition of cooling system noted
- d) Radiator cap will be checked for proper seal
- e) Cooling system hoses will be checked, tighten all clamps as necessary

A8.1.6 Generator Controller

- a) Check electrical connections and wiring for any abrasion or chaffing
- b) Tighten all electrical connections
- c) Check switches and gauges
- d) Check panel lights

A8.1.7 Switchgear

- a) Automatic transfer switches will be visually inspected
- b) Panel lights and displays will be checked

A8.2- Annual Maintenance: To be performed by CONTRACTOR during one of the quarterly services and include the following services:

A8.2.1 Operational Generator Checks

- a) Service Engineer will enter running time meter start time in logbook
- b) Generator breaker will be opened
- c) Generator set will be started
- d) Building load will be applied to generator for 30 minutes upon authorization
- e) Engine gauges will be checked for proper operation
- f) Equipment will be checked for abnormal speed, operation, vibration, leaks and noises
- g) Engine and control gauges will be observed for proper operation
- h) Engine water pump will be checked for leaks and signs of wear
- i) Check voltage and frequency outputs
- j) Electrical and mechanical shutdowns will be tested
- k) All readings will be recorded on work order
- l) Generator will be shut down, generator run time log entry made

A8.2.2 Annual Maintenance Services (Once per year)

- a) Perform inspections as required in the Quarterly Services
- b) Change engine lubricating oil and oil filters
- c) Change engine fuel filters
- d) Check engine air cleaner element(s) and make recommendations for replacement
- e) Change water filters and coolant conditioners when used
- f) Obtain oil sample for analysis to test for metal fragments
- g) Obtain coolant sample for analysis to test for metal fragments
- h) Dispose of hazardous waste in accordance to applicable laws and regulations

A8.2.3 Pre -departure Procedure

- a) Service engineer will apply touch up paint, if necessary
- b) Preserve reasonable overall appearance of equipment

- c) Customer representative will be instructed on upkeep procedures
- d) Report condition of the components tested to the customer representative
- e) Note any recommendations for repairs that are needed

A8.2.4 Automatic Transfer Switch Service and Testing

- a) Perform building load test - Observe Automatic Transfer Switch operation
- b) Test normal voltage sensing relays, in phase monitor, engine start sequence, and shutdowns
- c) Adjust output voltage and frequency of the generator
- d) Calibrate start delay, transfer/re-transfer timing if necessary
- e) Tests entire emergency power system

A8.2.5 Load Bank Testing (Once per Year, Included)

- a) Tests the generator to manufacturers specifications
- b) Burns out unburned fuel to eliminates “wet stacking” in exhaust systems
- c) Tests governor and fuel system with varying loads
- d) Satisfies FDA and NFPA requirements

A8.2.6 Diesel Fuel Polishing

- a) Agitates fuel to prevent algae growth
- b) Removes bacterial material from stagnant fuel
- c) Prevent costly fuel injection pump failure

A8.2.7 Diesel Fuel Sample

- a) Analyzed by atomic absorption spectrophotometry.
- b) Determine if there are any contaminants that would impair the ability of the fuel to burn safely and efficiently
- c) Provide an electronic copy of the report to the designated RCFD representative.

A9.0 – RIVCO-93639-001-0623 Attachment #1 EDA-FM_RUHS_RCFD_Generator Information is incorporated as an attachment to this Agreement and contains the generator equipment information for participating departments.

A10.0 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	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
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**

Location/Dept.	Service Description	Qty	Unit	Unit Price	Total Cost
RUHS Gen #1	Quarterly Maintenance - Caterpillar SR4	3	Each	\$300.00	\$855.00
RUHS Gen #2	Quarterly Maintenance - Caterpillar SR4	3	Each	\$300.00	\$855.00
RUHS Gen #3	Quarterly Maintenance - Caterpillar SR4	3	Each	\$300.00	\$855.00
RUHS Gen #1	Annual Maintenance - Caterpillar SR4	1	Each	\$3,500.00	\$3,325.00
RUHS Gen #2	Annual Maintenance - Caterpillar SR4	1	Each	\$3,500.00	\$3,325.00
RUHS Gen #3	Annual Maintenance - Caterpillar SR4	1	Each	\$3,500.00	\$3,325.00
FIRE - FS#3	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#4	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#8	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#11	Quarterly Maintenance - Olympian	3	Each	\$200.00	\$570.00
FIRE - FS#17	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#19	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#23	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
FIRE - FS#24	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#27	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
FIRE - FS#30	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#34	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#35	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
FIRE - FS#38	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#39	Quarterly Maintenance - Caterpillar	3	Each	\$400.00	\$1,140.00
FIRE - FS#40	Quarterly Maintenance - Caterpillar	3	Each	\$400.00	\$1,140.00
FIRE - FS#44	Quarterly Maintenance - Kohler	3	Each	\$400.00	\$1,140.00
FIRE - FS#49	Quarterly Maintenance - Generac	3	Each	\$400.00	\$1,140.00
FIRE - FS#53	Quarterly Maintenance - Generac	3	Each	\$400.00	\$1,140.00
FIRE - FS#58	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#59	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#63	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#64	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#75	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#76	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#81	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#82	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#83	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
FIRE - FS#90	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#96	Quarterly Maintenance - Kohler	3	Each	\$200.00	\$570.00
FIRE - FS#3	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75

FIRE - FS#4	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#8	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75
FIRE - FS#11	Annual Maintenance - Olympian	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#17	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#19	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#23	Annual Maintenance - Caterpillar	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#24	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75
FIRE - FS#27	Annual Maintenance - Caterpillar	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#30	Annual Maintenance - Generac	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#34	Annual Maintenance - Generac	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#35	Annual Maintenance - John Deere	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#38	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#39	Annual Maintenance - Caterpillar	1	Each	\$1,650.00	\$1,567.50
FIRE - FS#40	Annual Maintenance - Caterpillar	1	Each	\$1,650.00	\$1,567.50
FIRE - FS#44	Annual Maintenance - Kohler	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#49	Annual Maintenance - Generac	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#53	Annual Maintenance - Generac	1	Each	\$1,225.00	\$1,163.75
FIRE - FS#58	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#59	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75
FIRE - FS#63	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#64	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#75	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#76	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#81	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#82	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#83	Annual Maintenance - Generac	1	Each	\$825.00	\$783.75
FIRE - FS#90	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75
FIRE - FS#96	Annual Maintenance - Kohler	1	Each	\$825.00	\$783.75
RV0908	Quarterly Maintenance - Cummins	3	Each	\$200.00	\$570.00
RV0908	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
RV1082	Quarterly Maintenance - Kohler	3	Each	\$300.00	\$855.00
RV1066	Quarterly Maintenance - Caterpillar	3	Each	\$300.00	\$855.00
RV0558	Quarterly Maintenance - Cummins	3	Each	\$300.00	\$855.00
RV0558	Quarterly Maintenance - Cummins	3	Each	\$300.00	\$855.00
JV5906	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
JV5904	Quarterly Maintenance -Kohler	3	Each	\$200.00	\$570.00
JV5908	Quarterly Maintenance -Kohler	3	Each	\$200.00	\$570.00
JV5950	Quarterly Maintenance -Caterpillar	3	Each	\$200.00	\$570.00

RV0905	Quarterly Maintenance -CATERPILLAR	3	Each	\$200.00	\$570.00
RV1005	Quarterly Maintenance -DETROIT DIESEL	3	Each	\$200.00	\$570.00
RV1003	Quarterly Maintenance -CATERPILLAR	3	Each	\$200.00	\$570.00
RV1047	Quarterly Maintenance -CUMMINS DIESEL	3	Each	\$200.00	\$570.00
RV1047	Quarterly Maintenance -CUMMINS DIESEL	3	Each	\$200.00	\$570.00
RV0901	Quarterly Maintenance -CATERPILLAR	3	Each	\$200.00	\$570.00
RV0904	Quarterly Maintenance - ONAN	3	Each	\$200.00	\$570.00
RV0914	Quarterly Maintenance -CATERPILLAR #1	3	Each	\$300.00	\$855.00
RV0914	Quarterly Maintenance -CATERPILLAR #2	3	Each	\$300.00	\$855.00
RV1058	Quarterly Maintenance -KOHLER	3	Each	\$200.00	\$570.00
RV0921	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
RV0922	Quarterly Maintenance - KOLER	3	Each	\$200.00	\$570.00
RV0922	Quarterly Maintenance - ONAN	3	Each	\$200.00	\$570.00
RV1074	Quarterly Maintenance - Generac	3	Each	\$200.00	\$570.00
RV1087	Quarterly Maintenance - GENERAC	3	Each	\$200.00	\$570.00
RV1087	Quarterly Maintenance - GENERAC	3	Each	\$200.00	\$570.00
RV 0919	Quarterly Maintenance -Onan	3	Each	\$200.00	\$570.00
RV0927	Quarterly Maintenance -CUMMINS	3	Each	\$200.00	\$570.00
PR1016	Quarterly Maintenance -Generac	3	Each	\$200.00	\$570.00
PR-0808	Quarterly Maintenance - SPECTRUM 4P10 DETROIT DIESEL	3	Each	\$200.00	\$570.00
PR-0810	Quarterly Maintenance - SPECTRUM 4P10 DETROIT DIESEL	3	Each	\$200.00	\$570.00
LE0504	Quarterly Maintenance -OLYPIAN D75P2 CATERPILLAR DIESEL	3	Each	\$200.00	\$570.00
CB3101	Quarterly Maintenance -Kohler	3	Each	\$200.00	\$570.00
BA124 Gen "A"	Quarterly Maintenance -Generac	3	Each	\$200.00	\$570.00
BA125 Gen "D"	Quarterly Maintenance - E & E Co.	3	Each	\$200.00	\$570.00
BA127 Gen "B"	Quarterly Maintenance -Kato	3	Each	\$200.00	\$570.00
BA166 Gen "C"	Quarterly Maintenance -Generac	3	Each	\$200.00	\$570.00
BA176	Quarterly Maintenance - Kohler	3	Each	\$300.00	\$855.00
BA176	Quarterly Maintenance - Kohler	3	Each	\$300.00	\$855.00
BA176	Quarterly Maintenance - Kohler	3	Each	\$300.00	\$855.00
HM 0611	Quarterly Maintenance - Spectrum Detroit Diesel	3	Each	\$200.00	\$570.00
MU1307	Quarterly Maintenance - Synchronous AC Gen	3	Each	\$200.00	\$570.00
MU1313	Quarterly Maintenance -Spectrum Detroit Diesel	3	Each	\$200.00	\$570.00
BL0301	Quarterly Maintenance -Caterpillar	3	Each	\$200.00	\$570.00
IN0702	Quarterly Maintenance -John Deere	3	Each	\$200.00	\$570.00

IN0710	Quarterly Maintenance - VOLVO	3	Each	\$200.00	\$570.00
IN0717	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
IN0718	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
IN0728	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
IN0735	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
ME2004	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
PD0001	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
PD2207	Quarterly Maintenance - Caterpillar	3	Each	\$200.00	\$570.00
PG1101	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
PG1104	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
IN0781	Quarterly Maintenance - John Deere	3	Each	\$200.00	\$570.00
RV0908	Annual Maintenance - Cummins	1	Each	\$1,500.00	\$1,425.00
RV0908	Annual Maintenance - Caterpillar	1	Each	\$1,500.00	\$1,425.00
RV1082	Annual Maintenance - Kohler	1	Each	\$3,300.00	\$3,135.00
RV1066	Annual Maintenance - Caterpillar	1	Each	\$1,500.00	\$1,425.00
RV0558	Annual Maintenance - Cummins	1	Each	\$1,350.00	\$1,282.50
RV0558	Annual Maintenance - Cummins	1	Each	\$1,350.00	\$1,282.50
JV5906	Annual Maintenance - Caterpillar	1	Each	\$925.00	\$878.75
JV5904	Annual Maintenance - Kohler	1	Each	\$925.00	\$878.75
JV5908	Annual Maintenance - Kohler	1	Each	\$925.00	\$878.75
JV5950	Annual Maintenance - Caterpillar	1	Each	\$925.00	\$878.75
RV0905	Annual Maintenance - CATERPILLAR	1	Each	\$1,725.00	\$1,638.75
RV1005	Annual Maintenance - DETROIT DIESEL	1	Each	\$1,500.00	\$1,425.00
RV1003	Annual Maintenance - CATERPILLAR	1	Each	\$1,500.00	\$1,425.00
RV1047	Annual Maintenance - CUMMINS DIESEL	1	Each	\$1,275.00	\$1,211.25
RV1047	Annual Maintenance - CUMMINS DIESEL	1	Each	\$1,150.00	\$1,092.50
RV0901	Annual Maintenance - CATERPILLAR	1	Each	\$1,500.00	\$1,425.00
RV0904	Annual Maintenance - ONAN	1	Each	\$1,425.00	\$1,353.75
RV0914	Annual Maintenance - CATERPILLAR #1	1	Each	\$2,500.00	\$2,375.00
RV0914	Annual Maintenance - CATERPILLAR #2	1	Each	\$2,500.00	\$2,375.00
RV1058	Annual Maintenance - KOHLER	1	Each	\$1,725.00	\$1,638.75
RV0921	Annual Maintenance - Caterpillar	1	Each	\$2,000.00	\$1,900.00
RV0922	Annual Maintenance - KOHLER	1	Each	\$1,425.00	\$1,353.75
RV0922	Annual Maintenance - ONAN	1	Each	\$925.00	\$878.75
RV1074	Annual Maintenance - Generac	1	Each	\$1,650.00	\$1,567.50
RV1087	Annual Maintenance - GENERAC	1	Each	\$1,250.00	\$1,187.50
RV1087	Annual Maintenance - GENERAC	1	Each	\$1,250.00	\$1,187.50
RV 0919	Annual Maintenance - Onan	1	Each	\$1,125.00	\$1,068.75
RV0927	Annual Maintenance - CUMMINS	1	Each	\$1,200.00	\$1,140.00

PR1016	Annual Maintenance - Generac	1	Each	\$1,200.00	\$1,140.00
PR-0808	Annual Maintenance - SPECTRUM 4P10 DETROIT DIESEL	1	Each	\$1,200.00	\$1,140.00
PR-0810	Annual Maintenance - SPECTRUM 4P10 DETROIT DIESEL	1	Each	\$1,200.00	\$1,140.00
LE0504	Annual Maintenance - OLYPIAN D75P2 CATERPILLAR DIESEL	1	Each	\$925.00	\$878.75
CB3101	Annual Maintenance - Kohler	1	Each	\$925.00	\$878.75
BA124 Gen "A"	Annual Maintenance - Generac	1	Each	\$925.00	\$878.75
BA125 Gen "D"	Annual Maintenance - E & E Co.	1	Each	\$925.00	\$878.75
BA127 Gen "B"	Annual Maintenance - Kato	1	Each	\$1,125.00	\$1,068.75
BA166 Gen "C"	Annual Maintenance - Generac	1	Each	\$1,000.00	\$950.00
BA176	Annual Maintenance - Kohler	1	Each	\$2,100.00	\$1,995.00
BA176	Annual Maintenance - Kohler	1	Each	\$2,100.00	\$1,995.00
BA176	Annual Maintenance - Kohler	1	Each	\$2,900.00	\$2,755.00
HM 0611	Annual Maintenance - Spectrum Detroit Diesel	1	Each	\$925.00	\$878.75
MU1307	Annual Maintenance - Synchronous AC Gen	1	Each	\$1,050.00	\$997.50
MU1313	Annual Maintenance - Spectrum Detroit Diesel	1	Each	\$1,050.00	\$997.50
BL0301	Annual Maintenance - Caterpillar	1	Each	\$1,550.00	\$1,472.50
IN0702	Annual Maintenance - John Deere	1	Each	\$1,350.00	\$1,282.50
IN0710	Annual Maintenance -VOLVO	1	Each	\$1,500.00	\$1,425.00
IN0717	Annual Maintenance -John Deere	1	Each	\$1,150.00	\$1,092.50
IN0718	Annual Maintenance - John Deere	1	Each	\$1,150.00	\$1,092.50
IN0728	Annual Maintenance - Caterpillar	1	Each	\$1,500.00	\$1,425.00
IN0735	Annual Maintenance - Caterpillar	1	Each	\$1,500.00	\$1,425.00
ME2004	Annual Maintenance - John Deere	1	Each	\$1,250.00	\$1,187.50
PD0001	Annual Maintenance - John Deere	1	Each	\$1,000.00	\$950.00
PD2207	Annual Maintenance -Caterpillar	1	Each	\$2,100.00	\$1,995.00
PG1101	Annual Maintenance - John Deere	1	Each	\$1,000.00	\$950.00
PG1104	Annual Maintenance - John Deere	1	Each	\$1,000.00	\$950.00
IN0781	Annual Maintenance - John Deere	1	Each	\$1,000.00	\$950.00

ODYSSEY POWER

EXHIBIT B (Cont'd)

Labor Rates

Straight Time (Monday – Friday 7:00 am – 3:30 pm) \$110.00 per hour

Overtime (Before 7:00 am or After 3:30 pm Monday – Friday or the first 8 hours on Saturday) \$165.00 per hour

Double time (After the first 8 hours on a Saturday and all of Sunday & Holidays) \$220.00 per hour

Mileage - \$1.50 per mile (Only charged for units located outside 75-mile radius of office. NO Charge for local travel)

Labor rates only valid for any emergency service call, T&M & quoted repairs etc.

ODYSSEY POWER

Battery Pricing

Group 24 - \$135.00 plus tax

Group 27 - \$135.00 plus tax

Group 31 - \$145.00 plus tax

Group 4D - \$215.00 plus tax

Group 8D - \$235.00 plus tax

Pricing above is for the cost of (1) battery and does not include labor, disposal or tax.