

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



ITEM: 3.36  
(ID # 23841)

MEETING DATE:  
Tuesday, January 09, 2024

FROM : PURCHASING AND FLEET SERVICES:

SUBJECT: PURCHASING & FLEET SERVICES: Approve the Professional Service Agreements for Generator Preventative Maintenance and Repair with the following two (2) vendors: Odyssey Power Corporation and Global Power Group for the Total Aggregate Amount of \$668,340 for three years through June 30, 2026. District: All. [\$668,340 Total Aggregate; up to \$100,251 in additional compensation - 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreements for Generator Preventative Maintenance and Repair for County Fleet Services for three years through June 30, 2026;
2. Authorize the Chair to sign three (3) copies of each Agreement on behalf of the County and direct the Clerk of the Board to retain one (1) copy of each Agreement and return two (2) copies of each Agreement to Purchasing for distribution; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreements; (b) allocate and reallocate funds among the vendors; and (c) sign amendments to the compensation provision that do not exceed the sum total of fifteen percent (15%) of the total annual cost of the contracts.

ACTION:Policy

  
Meghan Hahn, Director of Procurement 12/26/2023

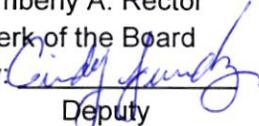
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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 9, 2024  
xc: Purchasing

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

| <b>FINANCIAL DATA</b>                                    | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>  | \$ 222,780                  | \$ 222,780               | \$ 668,340                | \$ 0                |
| <b>NET COUNTY COST</b>                                   | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 100% Department/District Budgets |                             |                          | <b>Budget Adjustment:</b> | No                  |
|  |                             |                          | <b>For Fiscal Year:</b>   | 23/24–25/26         |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

County Fleet maintains multiple fixed and mobile generator units, to support facility and operational needs throughout the County. These Generators vary in brand and capacity, and require quarterly and annual preventative maintenance as well as potential minor repairs outside of standard preventative maintenance items.

Purchasing is requesting approval of two awards, a primary award to Odyssey power and a backup agreement with Global Power. This is intended to provide the most cost-effective solution as well as to maintain contractual flexibility if necessary. These services will provide the necessary service to proactively maintain and provide minor repairs to equipment as needed. Each vendor is also registered with the County's Qualified Contractor Program and capable of providing major repairs, if necessary, under that program.

**Impact on Residents and Businesses**

Generator preventative maintenance and repair services will support County Fleet's need to maintain and repair the generators proactively, to obtain maximum "life-expectancy" of the assets, provide emergency back-up electricity in order to maintain operations in the event of power-loss or natural disaster and contribute to the continuity of operations which serve the citizens of the County with critical services. In the case of mobile generators, ensuring their operational function contributes to their use during County emergencies and times of critical need.

**Additional Fiscal Information**

Purchasing is requesting approval to allocate funds between the vendors based on department use, if necessary, and to authorize additional compensation during the three-year period if needed for additional sites, and unforeseen minor repairs in order to maximize the life-expectancy of the assets.

**Contract History and Price Reasonableness**

Purchasing issued a Request for Quote (RFQ) PUARC-1710 on September 14, 2023, as advertised on PublicPurchase.com and notifications were sent to dozens of registered vendors. Seventeen companies accessed the bid and three companies submitted bids for each of the respective departments' scope of services.

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

**ATTACHMENTS:**

PSA Odyssey Power Corporation (County Fleet)

PSA Global Power Group, Inc. (County Fleet – Backup)

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 12/28/2023

**SERVICE AGREEMENT**

for

**GENERATORS PORTABLE AND STATIONARY**

**PREVENTATIVE MAINTENANCE AND REPAIR**

between

**COUNTY OF RIVERSIDE**

and

**GLOBAL POWER GROUP, INC.**



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This Agreement, made and entered into this 9 day of January, 2024, by and between Global Power Group, Inc., 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, 2026, 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 One Hundred Thousand Dollars (\$100,000.00) annually 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 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:

Purchasing & Fleet Services  
3450 14<sup>th</sup> Street, Suite 420  
Riverside, CA 92501

Email invoices to: [RIVCOFleetInvoices@rivco.org](mailto:RIVCOFleetInvoices@rivco.org)

- a) Each COUNTY department/division/agency serviced under their 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 (PUARC-00590); 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** 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**

12.1 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. 708125) 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# 1000027141). 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](http://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 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. 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 be 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 & Fleet Services  
3450 14<sup>th</sup> Street, Suite 420  
Riverside, CA 92501

**CONTRACTOR**

Global Power Group, Inc.  
12060 Woodside Ave  
Lakeside, CA 92040

**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](http://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.

**21.5** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the indemnitees to the fullest extent allowed by law.

## **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. Policy shall name the COUNTY as Additional Insureds.

### **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 \$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. Policy shall name the COUNTY as Additional Insureds.

### **C. Vehicle Liability:**

If vehicles or mobile equipment are 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 exceed \$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 County'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 a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) 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.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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 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, manufacturer's 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 manufacturer 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 (1) 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.

**23.14** 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

**GLOBAL POWER GROUP, INC.**, a California corporation

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
  
Salvatore Martorana  
President

Dated: \_\_\_\_\_

Dated: 12/28/2023

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Aaron C. Geth's  
Deputy County Counsel

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

By: *Chuck Washington*  
CHUCK WASHINGTON, Chairman  
Board of Supervisors

Dated: 1/9/24

GLOBAL POWER GROUP, INC., a California corporation

By: \_\_\_\_\_  
Salvatore Martorana  
President

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: *Aaron C. Gettis*  
Aaron C. Gettis  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By: *Kimberly A. Rector*  
DEPUTY

JAN 9 2024 3:36

**EXHIBIT A  
SCOPE OF SERVICES**

**1. Site Entry-All Locations:**

A. Before entering or departing from a site, CONTRACTOR's personnel are to report via phone by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30 PM. The phone number to call will be disclosed after award of contract. Due to security issues of some locations, the CONTRACTOR may be given additional entry procedures upon award.

B. CONTRACTOR will provide COUNTY personnel answering 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 the CONTRACTOR prior to start of service.

**2. Waste Disposal-All Locations:**

A. 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.

B. 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.

**3. Emergency Response for Repairs-All Locations:**

A. 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.

B. 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.

C. 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 the CONTRACTOR.

**4. Contractor Shall Provide for All Locations:**

- A. 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.
- B. Accomplish all scheduled maintenance during the regular business hours of Monday through Friday, between the hours of 7:30 AM and 4:30PM.
- C. 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.
- D. 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.)
- E. 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.
- F. CONTRACTOR shall maintain current, valid State of California Contractor's license, Classification C-10 Electrical Contractor. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the contract.
- G. The CONTRACTOR shall 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 the time of award for the specific sites it pertains to.

**5. Staffing and References-All Locations:**

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.

**6. Preventive Maintenance Scheduling and Information-All Locations:**

**6.1** 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.).

**6.2** Accomplish all scheduled maintenance Monday through Friday, between the hours of 7:00 a.m. and 4:30p.m.

6.3 Annual and quarterly preventative maintenance will be conducted based on recorded maintenance and in-service date.

**7. 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 7.0 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 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.

**8.0 Maintenance Descriptions:**

**8.1 Monthly Commercial Power Failure Test:** The following sites will require Monthly Commercial Power Failure Test. This includes checking all fluid levels prior to transfer test for a power outage simulation. The COUNTY Project Manager / Site Supervisor will be notified 48 hours in advance of the test to provide CONTRACTOR with approval. On the day of the test, CONTRACTOR will contact COUNTY, via phone, to advise, and receive approval, to move forward with the test. Upon completion of the test, the COUNTY will be notified via phone.

a. **None required at this time.** COUNTY reserves the right to add this service to any Agreement(s) awarded.

**8.2 Quarterly Preventative Maintenance** 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.

**8.3 Annual Preventative Maintenance** will be performed based on in-service dates or service records on all standby sites. Maintenance will be performed during normal business hours. The annual maintenance will include the Quarterly maintenance services noted in 6.6.2 and the additional services listed below:

- a. Change oil, oil filter, fuel filter and air filter. All materials and labor to be provided by the 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 specifications and requirements and using an artificial load bank appropriately sized for the generator being tested.

**8.4 Battery Replacement-All Locations:** Bidder is to provide information on the battery groups required for each generator and include a parentage (flat discount or range per group) off manufacturer's list price. This price will be the price paid by COUNTY for batteries needed in the group required for each generator. Price list MUST be uploaded to the General Documents section in Word or PDF format.

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

#### **9.0 Repairs-All Locations:**

- A. In the event that necessary repairs are discovered during regular maintenance, CONTRACTOR will advise Project Manager prior to any work being conducted.
- B. Bidder shall 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.
  - i. Regular Hours are defined as: Monday through Friday, between the hours of 7:00 AM & 4:30 PM.
  - ii. After Hours is defined as: 4:30 PM through 7:00 AM
  - iii. Weekend Hours are defined as: Any work done on Saturday and Sunday
  - iv. Holiday Hours are defined as: Any work done on COUNTY Observed Holidays. See Section 10.
  - v. Emergency Service is defined as: An additional fee (if any) for service technician to be on-site within three (3) hours of emergency request call.
  - vi. Comprehensive quotes will be requested from the CONTRACTOR for each repair needed.
  - vii. Department Project Managers / Site Supervisors will determine acceptable replacement parts (OEM or "equal brand") at time of repair quotes submission.
  - viii. All repairs or projects estimated to exceed twenty-five thousand dollars (\$25,000) will require competitive bidding, including the CONTRACTOR and other generator service providers.
  - ix. COUNTY Project Manager has final determination in accepting CONTRACTOR's quotes providing the repair service is less than twenty-five thousand dollars (\$25,000) and/or deciding to bid the project among COUNTY pre-qualified public works contractors for this commodity / repair type.

**10.0 County Observed Holidays:**

| <b>HOLIDAY</b>                   | <b>DAY OBSERVED</b>                              |
|----------------------------------|--|
| * 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                          | Address                                      | Service Description  | Quantity | Unit | Hourly Rate | Quarterly Rate | Annual Rate | Total Price | Optional Services: Monthly Commercial Power Failure Test Unit Price |
|-----------------------------------|--|--|----------|------|-------------|----------------|-------------|-------------|---|
| San Gorgonio Middle School        | 1591 Cherry Ave,<br>Beaumont, San Gorgonio   | Year 1 Maintenance<br>Unit 20-615<br>Serial# A200707938        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| Desert Mirage High School         | 86150 66th Ave.,<br>Thermal 92274            | Year 1 Maintenance<br>Unit 20-616<br>Serial# A200710560        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| Corona High School                | 1150 W 10th St,<br>Corona 92882              | Year 1 Maintenance<br>Unit 20-617<br>Serial# A200704508        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| Lakeland Village Community Center | 16275 Grand Ave.,<br>Lake Elsinore           | Year 1 Maintenance<br>Unit 20-618<br>Serial# A200702616        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| County Fleet*                     | 4293 Orange St,<br>Riverside 92501*          | Year 1 Maintenance<br>Unit 20-619<br>Serial# L190701063        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| Temescal Valley High School       | 28755 El Toro Rd,<br>Lake Elsinore,<br>92532 | Year 1 Maintenance<br>Unit 20-620<br>Serial# A200709622        | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| County Fleet                      | 824 N State St,<br>Hemet 92543               | Year 1 Maintenance<br>Unit 20-621<br>Serial# 5632F1929LM001121 | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |
| County Fleet                      | 25241 Cottonwood Ave,<br>Moreno Valley 92553 | Year 1 Maintenance<br>Unit 20-622<br>Serial# 5632F1927LM001120 | 3        | Each | \$375.00    | \$1,125.00     | \$1,395.00  | \$2,520.00  | \$295.00  |

|                                    |  |  |   |      |          |            |            |            |          |
|------------------------------------|--|--|---|------|----------|------------|------------|------------|----------|
| County Fleet                       | 4066 County Circle<br>Dr, Riverside<br>92503 | Year 1 Maintenance<br>Unit 20-623<br>Serial# 5632F192XLM001130 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| Mead Valley<br>Community<br>Center | 21091 Rider Ave.,<br>Perris 92570            | Year 1 Maintenance<br>Unit 20-624<br>Serial# 5632F1921LM001131 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| East EOC                           | 82-695 Dr Carreon<br>Blvd, Indio, 92201      | Year 1 Maintenance<br>Unit 20-625<br>Serial# 5632F1921LM000688 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| RSO Detention                      | 1627 S Hargrave<br>St, Banning 92220         | Year 1 Maintenance<br>Unit 20-626<br>Serial# 5632F1921LM001128 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| RSO Station<br>(Fleet Services)    | 309 San Jacinto<br>Ave, Perris 92570         | Year 1 Maintenance<br>Unit 20-627<br>Serial# 5632F1928LM000686 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| RSO Detention                      | 30755 Auld Rd,<br>Murrieta 92563             | Year 1 Maintenance<br>Unit 20-628<br>Serial# 5632F1925LM000869 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| County Fleet                       | 82775 Plaza Ave,<br>Indio 92201              | Year 1 Maintenance<br>Unit 20-629<br>Serial# 5632F1927LM000677 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| County Fleet                       | 4293 Orange St,<br>Riverside 92501           | Year 1 Maintenance<br>Unit 20-630<br>Serial# 5632F1923LM001132 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| County Fleet                       | 50208 Main St,<br>Cabazon 92230              | Year 1 Maintenance<br>Unit 20-633<br>Serial# 5632F192XLM001127 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |
| County Fleet                       | 226 W Barnard St,<br>Blythe 92225            | Year 1 Maintenance<br>Unit 20-634<br>Serial# 5632F1928LM001126 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$295.00 |

|  |             |   |   |      |          |            |            |            |          |
|--|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12365<br>Serial# 56LG1E1A7D1000180 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12366<br>Serial# 56LG1E1A9D1000181 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518                        | County Wide | Year 1 Maintenance<br>Unit 12367<br>Serial# 56LG1E1A7D1000129 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| 14539<br>Innovation<br>14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 1 Maintenance<br>Unit 12368<br>Serial# 56LG1E1A2D1000183 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12369<br>Serial# 56LG1E1A3D1000127 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12370<br>Serial# 56LG1E1A4D1000184 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12371<br>Serial# 56LG1E1A0D1000182 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12372<br>Serial# 56LG1E1A9D1000178 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations  | County Wide | Year 1 Maintenance<br>Unit 12373<br>Serial# 56LG1E1A7D1000177 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |

|   |             |   |   |      |          |            |            |            |          |
|---|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12374<br>Serial# 56LG1E1A3D1000130 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12375<br>Serial# 56LG1E1A5D1000128 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12376<br>Serial# 56LG1E1A6D1000185 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12377<br>Serial# 56LG1E1A8D1000186 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12378<br>Serial# 56LG1E1A0D1000179 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12379<br>Serial# 56LG1E1AXD1000187 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12380<br>Serial# 56LG1E1A1D1000188 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| Various Locations                           | County Wide | Year 1 Maintenance<br>Unit 12381<br>Serial# 56LG1E1AXD1000190 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 1 Maintenance<br>Unit 12382<br>Serial# 56LG1E1A3D1000189 | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |

|                                       |   |  |   |      |          |            |            |            |          |
|---------------------------------------|---|--|---|------|----------|------------|------------|------------|----------|
| Various Locations                     | County Wide                             | Year 1 Maintenance<br>Unit 12383<br>Serial# 56LG1E1A3D1000192  | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| 14539 Innovation Dr, Riverside, 92518 | County Wide                             | Year 1 Maintenance<br>Unit 12384<br>Serial# 56LG1E1A1D1000191  | 3 | Each | \$375.00 | \$1,125.00 | \$1,150.00 | \$2,275.00 | \$295.00 |
| San Gorgonio Middle School            | 1591 Cherry Ave, Beaumont, San Gorgonio | Year 2 Maintenance<br>Unit 20-615<br>Serial# A200707938        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Desert Mirage High School             | 86150 66th Ave., Thermal 92274          | Year 2 Maintenance<br>Unit 20-616<br>Serial# A200710560        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Corona High School                    | 1150 W 10th St, Corona 92882            | Year 2 Maintenance<br>Unit 20-617<br>Serial# A200704508        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Lakeland Village Community Center     | 16275 Grand Ave., Lake Elsinore         | Year 2 Maintenance<br>Unit 20-618<br>Serial# A200702616        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet*                         | 4293 Orange St, Riverside 92501*        | Year 2 Maintenance<br>Unit 20-619<br>Serial# L190701063        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Temescal Valley High School           | 28755 El Toro Rd, Lake Elsinore, 92532  | Year 2 Maintenance<br>Unit 20-620<br>Serial# A200709622        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet                          | 824 N State St, Hemet 92543             | Year 2 Maintenance<br>Unit 20-621<br>Serial# 5632F1929LM001121 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |

|                              |   |   |   |      |          |            |            |            |          |
|------------------------------|---|---|---|------|----------|------------|------------|------------|----------|
| County Fleet                 | 25241 Cottonwood Ave, Moreno Valley 92553 | Year 2 Maintenance<br>Unit 20-622<br>Serial# 5632F1927LM001120  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet                 | 4066 County Circle Dr, Riverside 92503    | Year 2 Maintenance<br>Unit 20-623<br>Serial# 5632F192XLM001130  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Mead Valley Community Center | 21091 Rider Ave., Perris 92570            | Year 2 Maintenance<br>Unit 20-624<br>Serial# 5632F1921LM001131  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| East EOC                     | 82-695 Dr Carreon Blvd, Indio, 92201      | Year 2 Maintenance<br>Unit 20-625<br>Serial# 5632F1921LM000688  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| RSO Detention                | 1627 S Hargrave St, Banning 92220         | Year 2 Maintenance<br>Unit 20-626<br>Serial# 5632F1921LM001128  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| RSO Station (Fleet Services) | 309 San Jacinto Ave, Perris 92570         | Year 2 Maintenance<br>Unit 20-627<br>Serial# 5632F1928LM0000686 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| RSO Detention                | 30755 Auld Rd, Murrieta 92563             | Year 2 Maintenance<br>Unit 20-628<br>Serial# 5632F1925LM0000869 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet                 | 82775 Plaza Ave, Indio 92201              | Year 2 Maintenance<br>Unit 20-629<br>Serial# 5632F1927LM0000677 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet                 | 4293 Orange St, Riverside 92501           | Year 2 Maintenance<br>Unit 20-630<br>Serial# 5632F1923LM001132  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| County Fleet                 | 50208 Main St, Cabazon 92230              | Year 2 Maintenance<br>Unit 20-633<br>Serial# 5632F192XLM001127  | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |

|  |                                   |  |   |      |          |            |            |            |          |
|--|-----------------------------------|--|---|------|----------|------------|------------|------------|----------|
| County Fleet   | 226 W Barnard St,<br>Blythe 92225 | Year 2 Maintenance<br>Unit 20-634<br>Serial# 5632F1928LM001126 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12365<br>Serial# 56LG1E1A7D1000180  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12366<br>Serial# 56LG1E1A9D1000181  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518                        | County Wide                       | Year 2 Maintenance<br>Unit 12367<br>Serial# 56LG1E1A7D1000129  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| 14539<br>Innovation<br>14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide                       | Year 2 Maintenance<br>Unit 12368<br>Serial# 56LG1E1A2D1000183  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12369<br>Serial# 56LG1E1A3D1000127  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12370<br>Serial# 56LG1E1A4D1000184  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12371<br>Serial# 56LG1E1A0D1000182  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations  | County Wide                       | Year 2 Maintenance<br>Unit 12372<br>Serial# 56LG1E1A9D1000178  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |

|   |             |   |   |      |          |            |            |            |          |
|---|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12373<br>Serial# 56LG1E1A7D1000177 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12374<br>Serial# 56LG1E1A3D1000130 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12375<br>Serial# 56LG1E1A5D1000128 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12376<br>Serial# 56LG1E1A6D1000185 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12377<br>Serial# 56LG1E1A8D1000186 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12378<br>Serial# 56LG1E1A0D1000179 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12379<br>Serial# 56LG1E1AXD1000187 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12380<br>Serial# 56LG1E1A1D1000188 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| Various Locations                           | County Wide | Year 2 Maintenance<br>Unit 12381<br>Serial# 56LG1E1AXD1000190 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 2 Maintenance<br>Unit 12382<br>Serial# 56LG1E1A3D1000189 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |

|                                       |   |  |   |      |          |            |            |            |          |
|---------------------------------------|---|--|---|------|----------|------------|------------|------------|----------|
| Various Locations                     | County Wide                               | Year 2 Maintenance<br>Unit 12383<br>Serial# 56LG1E1A3D1000192  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| 14539 Innovation Dr, Riverside, 92518 | County Wide                               | Year 2 Maintenance<br>Unit 12384<br>Serial# 56LG1E1A1D1000191  | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$300.00 |
| San Gorgonio Middle School            | 1591 Cherry Ave, Beaumont, San Gorgonio   | Year 3 Maintenance<br>Unit 20-615<br>Serial# A200707938        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| Desert Mirage High School             | 86150 66th Ave., Thermal 92274            | Year 3 Maintenance<br>Unit 20-616<br>Serial# A200710560        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| Corona High School                    | 1150 W 10th St, Corona 92882              | Year 3 Maintenance<br>Unit 20-617<br>Serial# A200704508        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| Lakeland Village Community Center     | 16275 Grand Ave., Lake Elsinore           | Year 3 Maintenance<br>Unit 20-618<br>Serial# A200702616        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet*                         | 4293 Orange St, Riverside 92501*          | Year 3 Maintenance<br>Unit 20-619<br>Serial# L190701063        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| Temescal Valley High School           | 28755 El Toro Rd, Lake Elsinore, 92532    | Year 3 Maintenance<br>Unit 20-620<br>Serial# A200709622        | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                          | 824 N State St, Hemet 92543               | Year 3 Maintenance<br>Unit 20-621<br>Serial# 5632F1929LM001121 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                          | 25241 Cottonwood Ave, Moreno Valley 92553 | Year 3 Maintenance<br>Unit 20-622<br>Serial# 5632F1927LM001120 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |

|                                    |  |  |   |      |          |            |            |            |          |
|------------------------------------|--|--|---|------|----------|------------|------------|------------|----------|
| County Fleet                       | 4066 County Circle<br>Dr, Riverside<br>92503 | Year 3 Maintenance<br>Unit 20-623<br>Serial# 5632F192XLM001130 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| Mead Valley<br>Community<br>Center | 21091 Rider Ave.,<br>Perris 92570            | Year 3 Maintenance<br>Unit 20-624<br>Serial# 5632F1921LM001131 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| East EOC                           | 82-695 Dr Carreon<br>Blvd, Indio, 92201      | Year 3 Maintenance<br>Unit 20-625<br>Serial# 5632F1921LM000688 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| RSO Detention                      | 1627 S Hargrave<br>St, Banning 92220         | Year 3 Maintenance<br>Unit 20-626<br>Serial# 5632F1921LM001128 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| RSO Station<br>(Fleet Services)    | 309 San Jacinto<br>Ave, Perris 92570         | Year 3 Maintenance<br>Unit 20-627<br>Serial# 5632F1928LM000686 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| RSO Detention                      | 30755 Auld Rd,<br>Murrieta 92563             | Year 3 Maintenance<br>Unit 20-628<br>Serial# 5632F1925LM000869 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                       | 82775 Plaza Ave,<br>Indio 92201              | Year 3 Maintenance<br>Unit 20-629<br>Serial# 5632F1927LM000677 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                       | 4293 Orange St,<br>Riverside 92501           | Year 3 Maintenance<br>Unit 20-630<br>Serial# 5632F1923LM001132 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                       | 50208 Main St,<br>Cabazon 92230              | Year 3 Maintenance<br>Unit 20-633<br>Serial# 5632F192XLM001127 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |
| County Fleet                       | 226 W Barnard St,<br>Blythe 92225            | Year 3 Maintenance<br>Unit 20-634<br>Serial# 5632F1928LM001126 | 3 | Each | \$375.00 | \$1,125.00 | \$1,395.00 | \$2,520.00 | \$320.00 |

|  |             |   |   |      |          |            |            |            |          |
|--|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12365<br>Serial# 56LG1E1A7D1000180 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12366<br>Serial# 56LG1E1A9D1000181 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518                        | County Wide | Year 3 Maintenance<br>Unit 12367<br>Serial# 56LG1E1A7D1000129 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| 14539<br>Innovation<br>14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 3 Maintenance<br>Unit 12368<br>Serial# 56LG1E1A2D1000183 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12369<br>Serial# 56LG1E1A3D1000127 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12370<br>Serial# 56LG1E1A4D1000184 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12371<br>Serial# 56LG1E1A0D1000182 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12372<br>Serial# 56LG1E1A9D1000178 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations  | County Wide | Year 3 Maintenance<br>Unit 12373<br>Serial# 56LG1E1A7D1000177 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |

|   |             |   |   |      |          |            |            |            |          |
|---|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12374<br>Serial# 56LG1E1A3D1000130 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12375<br>Serial# 56LG1E1A5D1000128 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12376<br>Serial# 56LG1E1A6D1000185 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12377<br>Serial# 56LG1E1A8D1000186 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12378<br>Serial# 56LG1E1A0D1000179 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12379<br>Serial# 56LG1E1AXD1000187 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12380<br>Serial# 56LG1E1A1D1000188 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12381<br>Serial# 56LG1E1AXD1000190 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 3 Maintenance<br>Unit 12382<br>Serial# 56LG1E1A3D1000189 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |

|   |             |   |   |      |          |            |            |            |          |
|---|-------------|---|---|------|----------|------------|------------|------------|----------|
| Various Locations                           | County Wide | Year 3 Maintenance<br>Unit 12383<br>Serial# 56LG1E1A3D1000192 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Year 3 Maintenance<br>Unit 12384<br>Serial# 56LG1E1A1D1000191 | 3 | Each | \$375.00 | \$1,125.00 | \$1,100.00 | \$2,225.00 | \$320.00 |

**Repair Rates**

|                        |   |           |
|------------------------|---|-----------|
| Regular Hours          | Monday-Friday, between the hours of 7:00 AM - 4:30 PM | \$ 285.00 |
| After Hours            | 4:30 PM - 7:00 AM                                     | \$ 427.75 |
| Weekend Hours          | Any work done on Saturday or Sunday                   | \$ 427.75 |
| Holiday Hours          | Any work done on a County Observed Holiday            | \$ 570.00 |
| Emergency Call Out Fee | 4 hour min  | \$ 0.00   |

**Travel Rates**

|                                   |         |
|-----------------------------------|---------|
| Mileage per mile portal to portal | \$ 1.50 |
|-----------------------------------|---------|

**Fuel Rates and Delivery Fees**

|   |                            |
|---|----------------------------|
| Rate per Gallon                           | \$8.50 per gallon plus tax |
| Hazmat/Misc.                              | 8%                         |
| Fuel Delivered during a Scheduled Service | \$9.50 per gallon          |

**SERVICE AGREEMENT**

**for**

**GENERATORS PORTABLE AND STATIONARY**

**PREVENTATIVE MAINTENANCE AND REPAIR**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ODYSSEY POWER CORPORATION**



JAN 9 2024 3.36

20. 1/9/2024

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This Agreement, made and entered into this 9 day of January, 2024, 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, 2026, 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 Twenty-Two Thousand, Seven Hundred Eighty Dollars (\$222,780.00) annually 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 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:

Purchasing and Fleet Services  
3450 14<sup>th</sup> Street, Suite 420  
Riverside, CA 92501

Email invoices to: [RIVCOFleetInvoices@rivco.org](mailto:RIVCOFleetInvoices@rivco.org)

- a) Each COUNTY department/division/agency serviced under their 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 (PUARC-00584); 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 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. COUNTY may terminate this Agreement without cause upon thirty 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 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**

12.1 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. 708125) 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# 1000027141). 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](http://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 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. 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 be 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**

Purchasing and Fleet Services  
3450 14<sup>th</sup> Street, Suite 420  
Riverside, CA 92501

**CONTRACTOR**

Odyssey Power Corporation  
2100 W. Orangewood Ave, Suite 212  
Orange, CA 92868

**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](http://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.

**21.5** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the indemnitees to the fullest extent allowed by law.

**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. Policy shall name the COUNTY as Additional Insureds.

**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 \$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 are 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 exceed \$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 County'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 a minimum of 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. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) 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.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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 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, manufacturer's 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 manufacturer 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 (1) 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.

**23.14** 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

By: *Chuck Washington*  
CHUCK WASHINGTON Chairman  
Board of Supervisors

Dated: 1/9/24

ODYSSEY POWER CORPORATION, a California corporation

By: *Joshua Linehan*  
Joshua Linehan  
Chief Financial Officer

Dated: 12/28/23

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: *Aaron C. Gettis*  
Aaron C. Gettis  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By: *Kimberly A. Rector*  
DEPUTY

JAN 9 2024 3.36

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**, a California corporation

By: \_\_\_\_\_  
Kevin Jeffries, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Michael Pallera  
Chief Executive Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Aaron C. Gettis  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Site Entry-All Locations:**

A. Before entering or departing from a site, CONTRACTOR's personnel are to report via phone by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30 PM. The phone number to call will be disclosed after award of contract. Due to security issues of some locations, the CONTRACTOR may be given additional entry procedures upon award.

B. CONTRACTOR will provide COUNTY personnel answering 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 the CONTRACTOR prior to start of service.

**2. Waste Disposal-All Locations:**

A. 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.

B. 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.

**3. Emergency Response for Repairs-All Locations:**

A. 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.

B. 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.

C. 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 the CONTRACTOR.

**4. Contractor Shall Provide for All Locations:**

A. 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.

- B. Accomplish all scheduled maintenance during the regular business hours of Monday through Friday, between the hours of 7:30 AM and 4:30PM.
- C. 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.
- D. 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.)
- E. 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.
- F. CONTRACTOR shall maintain current, valid State of California Contractor's license, Classification C-10 Electrical Contractor. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the contract.
- G. The CONTRACTOR shall 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 the time of award for the specific sites it pertains to.

**5. Staffing and References-All Locations:**

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.

**6. Preventive Maintenance Scheduling and Information-All Locations:**

6.1 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.).

6.2 Accomplish all scheduled maintenance Monday through Friday, between the hours of 7:00 a.m. and 4:30p.m.

6.3 Annual and quarterly preventative maintenance will be conducted based on recorded maintenance and in-service date.

**7. 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 7.0 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 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.

**8.0 Maintenance Descriptions:**

**8.1 Monthly Commercial Power Failure Test:** The following sites will require Monthly Commercial Power Failure Test. This includes checking all fluid levels prior to transfer test for a power outage simulation. The COUNTY Project Manager / Site Supervisor will be notified 48 hours in advance of the test to provide CONTRACTOR with approval. On the day of the test, CONTRACTOR will contact COUNTY, via phone, to advise, and receive approval, to move forward with the test. Upon completion of the test, the COUNTY will be notified via phone.

- a. **None required at this time.** COUNTY reserves the right to add this service to any Agreement(s) awarded.

**8.2 Quarterly Preventative Maintenance** 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.

**8.3 Annual Preventative Maintenance** will be performed based on in-service dates or service records on all standby sites. Maintenance will be performed during normal business hours. The annual maintenance will include the Quarterly maintenance services noted in 6.6.2 and the additional services listed below:

- a. Change oil, oil filter, fuel filter and air filter. All materials and labor to be provided by the 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 specifications and requirements and using an artificial load bank appropriately sized for the generator being tested.

**8.4 Battery Replacement-All Locations:** Bidder is to provide information on the battery groups required for each generator and include a parentage (flat discount or range per group) off manufacturer's list price. This price will be the price paid by COUNTY for batteries needed in the group required for each generator. Price list MUST be uploaded to the General Documents section in Word or PDF format.

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

#### **9.0 Repairs-All Locations:**

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

B. Bidder shall 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.

- i. Regular Hours are defined as: Monday through Friday, between the hours of 7:00 AM & 4:30 PM.
- ii. After Hours is defined as: 4:30 PM through 7:00 AM
- iii. Weekend Hours are defined as: Any work done on Saturday and Sunday
- iv. Holiday Hours are defined as: Any work done on COUNTY Observed Holidays. See Section 10.
- v. Emergency Service is defined as: An additional fee (if any) for service technician to be on-site within three (3) hours of emergency request call.
- vi. Comprehensive quotes will be requested from the CONTRACTOR for each repair needed.
- vii. Department Project Managers / Site Supervisors will determine acceptable replacement parts (OEM or "equal brand") at time of repair quotes submission.
- viii. All repairs or projects estimated to exceed twenty five thousand dollars (\$25,000) will require competitive bidding, including the CONTRACTOR and other generator service providers.
- ix. COUNTY Project Manager has final determination in accepting CONTRACTOR's 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.

**10.0 County Observed Holidays:**

| <b>HOLIDAY</b>                   | <b>DAY OBSERVED</b>                              |
|----------------------------------|--|
| * 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                          | ADDRESS                                       | SERVICE DESCRIPTION                                    | QUANTITY | UNIT | HOURLY RATE | QUARTERLY RATE | ANNUAL RATE | TOTAL PRICE | Optional Services:<br>Monthly Commercial<br>Power Failure Test<br>Unit Price |
|-----------------------------------|---|--|----------|------|-------------|----------------|-------------|-------------|--|
| San Gorgonio Middle School        | 1591 Cherry Ave,<br>Beaumont, 92223           | Maintenance - Unit 20-615<br>Serial# A200707938        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| Desert Mirage High School         | 86150 66th Ave,<br>Thermal, 92274             | Maintenance - Unit 20-616<br>Serial# A200710560        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| Corona High School                | 1150 W 10th St,<br>Corona, 92882              | Maintenance - Unit 20-617<br>Serial# A200704508        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| Lakeland Village Community Center | 16275 Grand Ave,<br>Lake Elsinore, 92530      | Maintenance - Unit 20-618<br>Serial# A200702616        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| County Fleet*                     | 4293 Orange St,<br>Riverside, 92501*          | Maintenance - Unit 20-619<br>Serial# L190701063        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| Temescal Valley High School       | 28755 El Toro Rd,<br>Lake Elsinore, 92532     | Maintenance - Unit 20-620<br>Serial# A200709622        | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| County Fleet                      | 824 N State St,<br>Hemet, 92543               | Maintenance - Unit 20-621<br>Serial# 5632F1929LM001121 | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |
| County Fleet                      | 25241 Cottonwood Ave,<br>Moreno Valley, 92553 | Maintenance - Unit 20-622<br>Serial# 5632F1927LM001120 | 3        | Each | \$150.00    | \$220.00       | \$1,200.00  | \$1,860.00  | \$220.00   |

|   |  |  |   |      |          |          |            |            |          |
|---|--|--|---|------|----------|----------|------------|------------|----------|
| <b>County Fleet</b>                     | 4066 County Circle Dr,<br>Riverside, 92503 | Maintenance - Unit 20-623<br>Serial# 5632F192XLM001130 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>Mead Valley<br/>Community Center</b> | 21091 Rider Ave,<br>Perris 92570           | Maintenance - Unit 20-624<br>Serial# 5632F192ILM001131 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>East EOC</b>                         | 82-695 Dr Carreon<br>Blvd, Indio, 92201    | Maintenance - Unit 20-625<br>Serial# 5632F192ILM000688 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>RSO Detention</b>                    | 1627 S Hargrave St,<br>Banning, 92220      | Maintenance - Unit 20-626<br>Serial# 5632F192ILM001128 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>RSO Station<br/>(Fleet Services)</b> | 309 San Jacinto Ave,<br>Perris, 92570      | Maintenance - Unit 20-627<br>Serial# 5632F1928LM000686 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>RSO Detention</b>                    | 30755 Auld Rd,<br>Murrieta 92563           | Maintenance - Unit 20-628<br>Serial# 5632F1925LM000869 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>County Fleet</b>                     | 82775 Plaza Ave,<br>Indio, 92201           | Maintenance - Unit 20-629<br>Serial# 5632F1927LM000677 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>County Fleet</b>                     | 4293 Orange St,<br>Riverside, 92501        | Maintenance - Unit 20-630<br>Serial# 5632F1923LM001132 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>County Fleet</b>                     | 50208 Main St,<br>Cabazon, 92230           | Maintenance - Unit 20-633<br>Serial# 5632F192XLM001127 | 3 | Each | \$150.00 | \$220.00 | \$1,200.00 | \$1,860.00 | \$220.00 |
| <b>County Fleet</b>                     | 226 W Barnard St,<br>Blythe, 92225         | Maintenance - Unit 20-634<br>Serial# 5632F1928LM001126 | 3 | Each | \$150.00 | \$425.00 | \$1,200.00 | \$2,475.00 | \$425.00 |
| <b>Various Locations</b>                | County Wide                                | Maintenance - Unit 12365<br>Serial# 56LG1E1A7D1000180  | 3 | Each | \$150.00 | \$220.00 | \$920.00   | \$1,580.00 | \$220.00 |

|   |             |   |   |      |          |          |          |            |          |
|---|-------------|---|---|------|----------|----------|----------|------------|----------|
| Various Locations                           | County Wide | Maintenance - Unit 12366<br>Serial# 56LG1E1A9D1000181 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Maintenance - Unit 12367<br>Serial# 56LG1E1A7D1000129 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Maintenance - Unit 12368<br>Serial# 56LG1E1A2D1000183 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12369<br>Serial# 56LG1E1A3D1000127 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12370<br>Serial# 56LG1E1A4D1000184 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12371<br>Serial# 56LG1E1A0D1000182 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12372<br>Serial# 56LG1E1A9D1000178 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12373<br>Serial# 56LG1E1A7D1000177 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12374<br>Serial# 56LG1E1A3D1000130 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12375<br>Serial# 56LG1E1A5D1000128 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |

|   |             |   |   |      |          |          |          |            |          |
|---|-------------|---|---|------|----------|----------|----------|------------|----------|
| Various Locations                           | County Wide | Maintenance - Unit 12376<br>Serial# 56LG1E1A6D1000185 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12377<br>Serial# 56LG1E1A8D1000186 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12378<br>Serial# 56LG1E1A0D1000179 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12379<br>Serial# 56LG1E1AXD1000187 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12380<br>Serial# 56LG1E1A1D1000188 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12381<br>Serial# 56LG1E1AXD1000190 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Maintenance - Unit 12382<br>Serial# 56LG1E1A3D1000189 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| Various Locations                           | County Wide | Maintenance - Unit 12383<br>Serial# 56LG1E1A3D1000192 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |
| 14539<br>Innovation Dr,<br>Riverside, 92518 | County Wide | Maintenance - Unit 12384<br>Serial# 56LG1E1A1D1000191 | 3 | Each | \$150.00 | \$220.00 | \$920.00 | \$1,580.00 | \$220.00 |

**Labor Rates**

Normal Hours (Monday - Friday, 7:00 AM - 4:00 PM): \$150.00/hour  
 After Hours (Monday - Friday, 4:00 PM - 7:00 AM, & Saturday): \$225.00/hour  
 Sunday & Holiday Hours (Sunday, 12:00 AM - 11:59 PM, & Holidays): \$300.00/hour  
 Mileage: \$2.50/mile  
 Group 8D - \$312.00

**Battery Pricing**

Group 24 - \$135.00  
 Group 27 - \$140.00  
 Group 31 - \$160.00  
 Group 4D - \$278.00

Battery pricing is for the cost of (1) battery and does not include labor, disposal, freight, or tax.