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

ITEM: 3.56
(ID # 28567)
MEETING DATE:
Tuesday, August 26, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement for Generator Preventive Maintenance and Repair with Duthie Electric Service Corporation for five (5) years, through June 30, 2030; All Districts [Total Cost: $3,900,000, $780,000 Annually, up to $390,000 in additional compensation - 100% PSEC Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement for generator preventive maintenance and repair with Duthie Electric Service Corporation for five (5) years through June 30, 2030, for a total of $3,900,000; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to: (a) issue Purchase Orders to Duthie Electric Service Corporation that do not exceed the total compensation approved by the Board; and (b) based on the availability of fiscal funding and as approved as to form by County Counsel, sign amendments, including modifications of the scope of service that stay within the intent of the Agreement, and modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

ACTION:

Zachary Hall
Zachary Hall, ASSISTANT SHERIFF 8/13/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	August 26, 2025
xc:	Sheriff

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 780,000	$ 780,000	$ 3,900,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% PSEC Budget			Budget Adjustment: No	
			For Fiscal Year: 25/26-29/30	

C.E.O. RECOMMENDATION: Approve

BR: 26-031
Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Riverside County Sheriff Office's Public Safety Enterprise Communication (PSEC) proudly manages seventy-two (72) vital communication sites, where generators provide primary and/or emergency backup power. These sites serve as the backbone of our communications infrastructure, essential for maintaining seamless operations 24 hours a day, 7 days a week, throughout the entire year. Due to the critical services provided by the system, interruptions in operations can cause significant impacts to communications. The generators required maintenance follows the manufacturer's recommended schedule (quarterly, annual and triennial) to ensure proper operation and no down time. Service must be provided by a certified service provider.

The PSEC system is the communication system for public safety agencies across Riverside County, including the Sheriff's Office, police departments, and fire command. This system allows these agencies to communicate seamlessly with each other during critical incidents and calls for service. It is essential to maintain and/or repair primary and backup generators to avoid a disruption of service in the event of a power outage.

Impact on Residents and Businesses

The PSEC system provides critical County-wide communication for the public safety agencies of Riverside County while they respond to emergency incidents. All PSEC sites must remain operational to continue to provide the radio coverage necessary for these agencies to perform their public safety services.

Additional Fiscal Information

Below is the cost summary funded 100% by the PSEC budget.

Description:	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Annual Costs:	$780,000	$780,000	$780,000	$780,000	$780,000	$3,900,000
Total Costs:	$780,000	$780,000	$780,000	$780,000	$780,000	$3,900,000

Contract History and Price Reasonableness

On May 6, 2025, the County of Riverside Purchasing and Fleet Services Department on behalf of RSO/PSEC issued Request for Quotation (RFQ) PEARC-0048 for generator preventative maintenance and repair. The solicitation was viewed by 27 potential bidders on PublicPurchase.com. There were (3) responses to the solicitation received. It was determined that Duthie Electric Service Corporation was the lowest most responsive bidder.

ATTACHMENTS:

1. Professional Services Agreement for generator preventive maintenance and repair between the County of Riverside and Duthie Electric Service Corporation

Stacy Orton
Stacy Orton, Assistant Director of Purchasing 8/12/2025

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 8/19/2025

Amrit Dhillon
Amrit Dhillon 8/12/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/13/2025

PROFESSIONAL SERVICES AGREEMENT

for

GENERATOR PREVENTIVE MAINTENACE AND REPAIR

between

COUNTY OF RIVERSIDE

and

DUTHIE ELECTRIC SERVICE CORPORATION

AUG 2 6 2025 3.50

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This Agreement made and entered into by and between Duthie Electric Service Corporation, a California Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, on behalf of its Riverside County Sheriff's Office PSEC Division, 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, and Attachment I,

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30TH, 2030, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter with a completion date of June 30th, 2030. The Riverside County Board of Supervisors is the only authority that may obligate the County for a 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 $780,000 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 (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Items -

Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order ("PO") will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 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:

County Of Riverside
Riverside County Sheriff's Office
PSEC Division
7195 Alessandro Blvd.
Riverside, CA 92506
Preferred Email Address for Invoices
psecaccounting@riversidesheriff.org

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PEARC-93639-001-06/30); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered in arrears.

3.5 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 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/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. 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, 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. CONTRACTOR to 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 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 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 reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in California. 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. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies

and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

14. Non-Discrimination

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

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five 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
Riverside County Sheriff's Office
ATTN: Purchasing
4095 Lemon Street
Riverside, Ca 92501

CONTRACTOR
Duthie Electric Service Corporation
dba Duthie Power Services
2335 E. Cherry Industrial Circle
Long Beach, Ca 90805

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall also indemnify and hold harmless the

Indemnitees as set forth in Section 7.3 of Exhibit A. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

21.5 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.

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

22. Insurance

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. 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. We are no longer suggesting that coverage must be written with "admitted" markets. In recent years, an increasing percentage of coverage has moved to surplus lines markets that are "licensed" to conduct business, but not "admitted". These non-admitted markets may offer customized forms and better coverage and better pricing than admitted markets. But a non-admitted market may not be supported by a state's insolvency fund. As a result, you may consider asking for a higher financial size rating as an indication of a non-admitted insurer's financial capacity.

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

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

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

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

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

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

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

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

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

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

23.12 TRANSITION CLOSE-OUT PERIOD :

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and

Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and

Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and

Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

23.13 This Agreement, and/or any subsequent amendment(s), 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 of this Amendment 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 Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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 Section 1633.2 of the Civil Code.

23.14 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.

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: AUG 2 6 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: _____
Amrit P. Dhillon

Deputy County Counsel

DUTHIE ELECTRIC SERVICE CORPORATION dba DUTHIE POWER SERVICES, a California corporation

By: Randy Gross
Randy Gross
Head of Sales and Quality Assurance

Dated: 07/31/25

AUG 2 6 2025 3.56

EXHIBIT A

SCOPE OF SERVICE

The Riverside County Sheriff Department's Public Safety Enterprise Communication (PSEC) proudly manages seventy-two (72) vital communication sites, all powered by generators strategically located throughout Riverside County. These sites serve as the backbone of our communications infrastructure, essential for maintaining seamless operations 24 hours a day, 7 days a week, throughout the entire year.
In this Request for Quotation (RFQ), we seek dedicated partners for the scheduled preventive maintenance and prompt repairs of our generators. Of the 72 sites, sixty-two (62) are equipped with robust standby generators, ensuring uninterrupted power during any commercial outages. Furthermore, ten (10) of these sites are fortified with dual generators that guarantee reliable power supply when commercial sources fail.
To uphold the highest standards of performance and reliability, our generators must adhere to a strict manufacturer-required maintenance schedule. This schedule includes essential quarterly, annual, and triennial service requirements, all designed to ensure optimal functioning and eliminate any potential downtime. We conduct all scheduled maintenance during regular business hours, from Monday to Friday, between 7:00 a.m. and 4:30 p.m.
Your partnership in this critical maintenance endeavor will significantly contribute to our unwavering commitment to public safety and effective communication in our community.

The Public Safety Enterprise Communication (PSEC) System delivers state-of-the-art technology and a robust infrastructure designed to fulfill the communication needs of public safety agencies and their partners. With PSEC, you can access a comprehensive suite of services, including crystal-clear voice communication, high-performance data transfer, broadband connectivity, and advanced microwave solutions—all aimed at ensuring that our communities remain safe and connected.

The PSEC System stands as one of the most advanced and feature-rich public safety radio systems in the nation. It empowers the County's public safety responders to communicate seamlessly and effectively, not only within the County but also with partner agencies across the country. This system ensures that our heroes on the front lines can collaborate and respond with unparalleled efficiency, enhancing safety and coordination for all.

1. SITE ENTRY

1.1. Before entering and on departure from a site, CONTRACTOR'S personnel will call into the PSEC Network Operations (NOC) to check in and out of the site. For regular maintenance CONTRACTOR must send schedule of all sites to be visited in a day 48 hours prior to entering sites. Regular business hours are Monday through Friday, 7:00 AM to 4:30 PM. The number to call will be disclosed after award of contract. Due to security issues, the awarded vendor(s) will be given entry procedures upon award. This process can be updated to meet the business needs of the county at any time and the contractor will be required to comply with site entry and exit procedures.

1.2. Contractor to provide to the County the answers with the following information: company's name, technician's name, telephone numbers that both the technician and company may be reached, and the site at which they are currently located to perform service.

1.3. Contractor is required to have a Colorado River Indian Tribe (CRIT) Business License. If Contractor currently does not carry this type of Business License, vendor shall submit a Letter of Intent and once the award is established the vendor has up to 45 days to provide the County a copy of the CRIT Business License or contract will be terminated. This is requited for the following two sites Quail Mesa and Hidden Valley.

1.4. Contractors and employees must adhere to all posted speed limits on federal lands, including those managed by the United States Forest Service (USFS), National Park Service (NPS), and Bureau of Land Management (BLM), when entering and exiting sites.

1.5. CONTRACTOR will be required to pass a level one security clearance thru the Riverside Sheriff Department prior to being on site without an escort.

2. WASTE DISPOSAL

2.1. CONTRACTOR shall be solely responsible for disposal of all hazardous material(s) at their cost. These include, but are not limited to fuel, oil, antifreeze, wet cell batteries... etc. Disposal will meet all State and Federal guidelines and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by COUNTY.

3. EMERGENCY RESPONSE

3.1. CONTRACTOR must be available for after-hours (weekends and holidays and M-F between the hours of 4:30pm to 7am) emergency response in the event of a power outage and/or generator failure. CONTRACTOR shall have quick and immediate access to portable generators capable of being both connected and transported to any of the COUNTY'S remote radio sites and will be allowed to charge the COUNTY for such services. Due to the critical nature of the COUNTY communication network and the public safety aspect of the equipment that operates these sites, response time to the site shall not exceed three (3) hours. Please reference section 15 SITE RESPONSE for specific site response times.

3.2. The COUNTY shall have preferential service in cases whereby limited personnel or resources are required by the CONTRACTOR'S other customers and clients. Due to the critical nature of the COUNTY communication network, the COUNTY will have priority in obtaining portable generator equipment, technicians, and any other service, equipment, or material necessary for the uninterrupted operation of public safety facilities.

4. CALL ESCALATION AND CONTACT LIST

4.1. CONTRACTOR will provide an emergency call escalation process that includes a hierarchy of contact names and numbers. The contact list should begin with normally assigned customer representative and escalates to the company's senior management team.

5. CONTRACTOR SHALL

5.1. Provide 24/7/365-day emergency service.

5.2. Provide an approved schedule of routine maintenance to the Communication Sites Supervisor or assigned designee prior to commencing any work.

5.3. Accomplish all scheduled maintenance during the normal business hours of Monday through Friday, between the hours of 7:00 AM to 4:30PM.

5.4. Annual, Quarterly, Triennial, and 28 Day/Monthly preventative maintenance service based on the manufactures recommended maintenance cycle, recorded previous maintenance actions and equipment's in-service date.

5.5. Preventive maintenance service based on manufacture recommendations for the Automatic Transfer Switch (ATS).

5.6. Completely fill out the site Generator Entry Log provided by the PSEC Communication Solution Division Site Supervisor. The log will be located on site and must be filled out completely with the following: Date of visit, Starting Hrs., Ending Hrs., Name of Rep./Tech., Description of Work Performed. Log will be left in the designated folder at the site. The CONTRACTOR will provide a soft copy of the Work Or-

der information to the Communication Site Supervisor within 48hrs. of the visit. This notebook will be provided by Riverside County Sheriff's Office and will be left at the site.

5.7. Provide all labor, travel, testing equipment, and supervision necessary to test and repair generator control systems and transfer switches.

5.8. Perform all maintenance services at no additional cost to the COUNTY. CONTRACTOR shall provide all filters, hoses, belts, oil, and antifreeze required for maintenance at no additional charge to the COUNTY.

5.9. Charge for additional parts, travel, labor, and mileage required to complete necessary repairs above and beyond routine maintenance to engines, generator, transfer switches, fuel tanks, and accessories as needed.

5.10. Provide a written report of all findings to the PSEC Communications Site Supervisor within two (2) working days of completion of work with an itemized labor and material list and description of work performed, including starting and ending hours.

5.11. Provide all labor, travel, testing equipment, and supervision necessary to conduct maintenance and repairs.

5.12. Shall equip their technicians with communication devices that can be utilized at all sites.

5.13. Provide technicians with 4x4 vehicles capable of transporting staff, tools, and equipment to all COUNTY sites.

5.14. In extreme weather conditions such as snow or ice, the COUNTY will not be responsible to provide transportation vehicles such as snow mobiles. It is the responsibility of the CONTRACTOR to have adequate transportation to access all sites when required to do so. No additional cost may be incurred by COUNTY due to extreme weather conditions.

5.15. Work with PSEC in an advisory capacity to assist in the correction of field problems pertaining to the final test results of the generator/ATS system when such system has experienced a major change and/or modification.

5.16. Please ensure immediate access to portable generators that can fully restore power. These generators will be available for delivery and connection to various sites 24/7, every day of the year. The rental costs should cover delivery, setup, and removal of the generators. This information can be uploaded under the general documents section on Public Purchase. The contractor will be permitted to charge the county for these services.

5.17. The CONTRACTOR shall maintain current, valid State of California Contractor's license, Sheriffs Level-One background check, Classification C-10 Electrical, and GENERAC Industrial Certification or greater. 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.

5.18. In the event of an oil or fuel spill, and in the course of work defined within this scope, 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 spill. The SPCC plan can be found at each individual site.

5.19. If the oil or fuel spill is preventable by preventive maintenance, the CONTRACTOR will be responsible for all labor and costs involved to remove and clean areas affected by the fuel spill. Example: leak occurs

following maintenance.

5.20. CONTRACTOR and CONTRACTOR'S employees are required to follow all posted speed limits on all USFS and BLM roads.

5.21. The CONTRACTOR is responsible for any issues or damages that could have been prevented through reasonable care and proper planning. Example: not having keys when arriving at a site.

6. STAFFING AND TRAINING

6.1. CONTRACTOR shall have a minimum of six (6) GENERAC Certified Industrial Technicians on staff. The contractor shall submit verification of these certificates during the bidding process. Contractors shall maintain current and valid copies of the certificates and present to the County upon demand. The technicians that have this certification shall carry warranty parts in their vehicles and must be able to perform warranty work on all the COUNTY'S GENERAC generators. To be uploaded in the general documents tab in public purchase.com.

6.2. CONTRACTOR shall have a minimum of two (2) Master Technicians on staff. The contractor shall submit verification of these certificates during the bidding process. Contractors shall maintain current and valid copies of the certificates and present to the County upon demand.

6.3. CONTRACTOR'S staff shall have the capability and expertise to service Prime Power site's diesel systems.

6.4. CONTRACTOR will provide General Operational Instruction Training on the H-100 to the PSEC Communication Solution Division technicians. This training will be provided by GENERAC Certified Trainers or a GENERAC Master Technician at the County's facility. - PSEC technicians will be trained using the H-100 simulator panel, which shall be supplied by CONTRACTOR. CONTRACTOR will supply a training manual (electronic copy) for each student as part of the class. Training will be conducted no more than twice annually.

7. PUBLIC WORKS

7.1. Scheduled preventative maintenance and repair is considered a public works project according to California Labor Code Section 1771 et seq. and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). CONTRACTOR shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776.

7.2. CONTRACTOR must maintain a current C-10 Electrical contractor's license issued by the California State License Board (CSLB) and current registration with the Department of Industrial Relations (DIR) to work on public works projects throughout the period of performance of this Agreement.

7.3. PREVAILING WAGES - This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CONTRACTOR shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor, and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776. CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless from and against all liability arising out of and related to CONTRACTOR's failure to comply with any and all applicable prevailing wage requirements.

8. STANDBY SITE QUARTERLY MAINTENANCE:

8.1 The CONTRACTOR will perform the following on a quarterly basis (3 times per year) at all standby sites during normal business hours as specified in this Agreement.

8.2. Generator run. Check voltage and frequency under static operation and with the site under load.

8.3. Check oil pressure.

8.4. Check antifreeze level, (refill as needed) concentration level and SCA level.

8.5. Check air filter. Replace as needed.

8.6. Check all belts and hoses. Tighten as needed.

8.7. Check battery water/electrolyte level. Load test batteries and visually inspect for leaks, cracks, bulges and/or corrosion. Replace as needed at additional cost for materials only.

8.8. Check battery charger operation.

8.9. Check battery voltage under static and run conditions.

8.10. Check water temperature after twenty (20) minutes ofoperation.

8.11. Check each phase of voltage at the Automatic Transfer Switch (ATS).

8.12. Automatic Transfer Switch (ATS) visual inspection.

8.13. Check block heater operation.

8.14. Clean generator cabinets of dirt, debris, insects, etc. as needed.

8.15. Clean magnetic pickup.

8.16. Document run hours in site log during maintenance.

9. STANDBY SITE ANNUAL MAINTENANCE

9.1 The CONTRACTOR will perform the following annual maintenance based on in-service dates or service records on all standby sites. The annual maintenance will include the Quarterly maintenance. Maintenance will be performed during normal business hours as specified in this Agreement.

9.2. Change oil, oil filter, fuel filter, and air filter. All materials and labor to be provided by the CONTRACTOR shall be as an inclusive price per service.

9.3. Coolant system pressure checked, and antifreeze tested for proper mixture and level.

9.4. Clean generator cabinets of dirt, debris, insects, etc. as needed.

10. STANDBY SITES TRIENNIAL MAINTENANCE

10.1 The CONTRACTOR will perform the following based on in-service date or service records on all standby sites, additional to the annual service. Maintenance will be performed during normal business hours as specified in this Agreement.

10.2. Replace all belts and hoses.

10.3. Replace antifreeze.

10.4. Inspect thermostat and gaskets.

11. PRIME POWER SITES – MONTHLY (28 DAYS) MAINTENANCE

11.1 The following monthly maintenance will be performed 11 times during the calendar year on the 10 Prime Power Sites: Black Eagle, Blackjack, Box Canyon, Estelle Mountain, Margarita, Midland, Palen McCoy, Road 62, Toro Peak, and Santa Rosa Peak. Maintenance will be performed during the normal business hours as specified in this Agreement. The monthly maintenance checks will include the following:

11.2. Engine oil filter, fuel filter, and air filter changed.

11.3. Oil level checked. Take oil samples.

11.4. Check antifreeze level. Refill as needed.

11.5. Coolant system pressure checked, and antifreeze tested for proper mixture and level.

11.6. Check water temperature after twenty (20) minutes of operation.

11.7. Check all belts and hoses for tightness and wear.

11.8. Replace belts per manufacture run hour recommendations.

11.9. Check battery water/electrolyte levels. Load test batteries and inspect for leaks, cracks, bulges, and corrosion. Replace as needed at additional cost to the COUNTY.

11.10. Check battery charger operation.

11.11. Check battery voltage under static and run conditions.

11.12. Check each phase of voltage at Automatic Transfer Switch.

11.13. Visual inspect ATS contactor.

11.14. Check block heater operation.

11.15. Generator run. Check voltage and frequency under static operation and with the site under load.

11.16. Clean generator cabinets and area of dirt, debris, insect... etc. as needed.

12. PRIME POWER SITE ANNUAL MAINTENANCE ADDITIONAL ITEMS and REPAIRS

12.1 The CONTRACTOR will perform the following annual maintenance based on in-service dates or service records on all Prime Power sites. The annual maintenance will include the monthly maintenance. Maintenance will be performed during normal business hours as specified in this Agreement.

12.2. Change oil supply.

12.3. Change extended oil system filter.

12.4. Replace all belts, oil, and fuel hoses external to the generator.

12.5. Replace all antifreeze.

12.6. General: If necessary repairs are discovered during regular preventative maintenance, CONTRACTOR will advise COUNTY Site Supervisor prior to any work being conducted and will provide comprehensive quote to be approved prior to repair being done unless such repair is necessary for the unit to run in an emergency situation.

12.7. Quotes: CONTRACTOR shall provide a comprehensive quote with a 'not to exceed' amount for repairs as needed, including labor and materials, any additional costs, call out fees, fuel surcharges, freight or shipping charges, etc.

12.8. Invoice: The invoice amount MUST not exceed the quoted amount. Project repair change orders will be approved-in writing by the COUNTY Site Supervisor and/or his/her designee and an issued purchase order will be updated accordingly.

12.9. Quote will note material cost as well as regular hours, after hours, holiday, weekend, and emergency rates for as needed or each specific repair service as defined below:

- Regular Hours are defined as Monday through Friday, 7:00 a.m. to 4:30 p.m.
- After Hours are defined as: 4:30 p.m. to 7:00 a.m.
- Weekend Hours are defined as: Any work done on Saturday and Sunday.
- Holiday Hours are defined as: Any work done on the COUNTY observed holidays.
- Emergency Service is defined as: An additional fee (if any) for service technician to be on site within 3 hours of emergency request call.
- All repairs estimated to exceed $10,000 may require comprehensive bidding, including the CONTRACTOR and other generator service providers.

12.10. Emergency Response for Repairs - CONTRACTOR must be available for after-hours emergency response in the event of a power outage and/or generator failure. Due to the critical nature of the County communication network and the public safety aspect of the equipment that operates these sites, response time to the site shall not exceed the expected response times detailed in section 15 SITE RESPONSE.

12.11. Provide 24/7/365-days emergency repair service.

12.12. Be allowed to charge for additional parts, travel, labor, and mileage required completing necessary repairs to engines, generators, transfer switches, fuel tanks, and accessories as needed. Mileage cannot exceed the current Internal Revenue Services (IRS) Standard Mileage Rate at the time the service is completed. If additional services are needed after approval of the comprehensive quote provided, a written change order will be needed to confirm addition& costs and approval.

12.13. Have immediate access to portable generators capable of full power restoration and will be available 24/7/365 days to deliver and connect generator to site. Rental costs should include delivery, connection, and removal. Contractor shall have quick and immediate access to portable generators capable of being both connected and transported to any of the COUNTY'S remote radio sites and will be allowed to charge the County for such services.

12.14. Provide technicians with suitable vehicles, capable of transporting staff, tools, and equipment to all COUNTY site to provide preventative maintenance and repairs.

12.15. The CONTRACTOR shall maintain current, valid State of California contractor's license, Classification C-10 Electrical, GENERAC industrial Certification or greater and complete DIR registration for each repair. CONTRACTOR shall pay employee the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the contract

12.16. Provide comprehensive quote to COUNTY to be approved prior to repair being done. Send quote via email to COUNTY PSEC Supervisors:

- Jhovani Morga, email: jhovanimorga@Riversidesheriff.org
- Jerry Ruiz, email: Grruiz@riversidesheriff.org

12.17. When applicable to the repair being performed, submit pictures of before and after repair work is completed and technician notes on the condition of the unit and work performed. If unable to take pictures, technicians note will be enough.

12.18. Return Trip Repairs: When a repair has been performed, CONTRACTOR will not bill labor for return trip if the original problem still exists. COUNTY will be responsible for any additional parts or hardware.

12.19. CONTRACTOR shall provide a warranty that includes all parts and labor if a failure occurs within a 48-hour period of scheduled maintenance or repair.

12.20. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR's Company warranty.

12.21. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that must be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand-new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is acceptable when New is no longer available and is approved by the County.

12.22. All warranty work shall be scheduled within 48-hours of written notice by the County and completed within two (2) weeks.

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

12.24. 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. The 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.

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

12.26. 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.

13.GEOGRAPHICAL AREA

The County is divided into two (2) geographical segments, Western and Eastern Riverside County. The following requirements apply to each geographical area.

Western Riverside County. This area includes Supervisorial Districts: 1, 2, 3, and 5.

13.1 This First District includes all areas within the City of Riverside, (the La Sierra and Arlington communities) as well as the cities of Murrieta, Temecula, and Lake Elsinore. The district also is comprised of unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar, and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest

.

13.2 The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, Including the Magnolia Center and Municipal Airport areas, Casa Blanca, Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma) and the Eastside Community. Unincorporated communities within the Second Supervisorial District include Home Gardens, El Cerrito, Corona, and Green River.

13.3 The Third District includes the cities of Banning, Beaumont, Calimesa and Desert Hot Springs; the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet, San Jacinto, and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula, and Murrieta.

13.4 The Fifth District includes the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated areas include Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

Eastern Riverside County. This area included Supervisorial District 4.

13.5 The Fourth District includes the cities of Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

14. ADDITION/DELETION OF SITES

The COUNTY reserves the right to add/delete sites on an as needed basis. The cost for servicing sites will depend on the type of service required for that site and will be in accordance to pricing agreed upon within the signed agreement between the Contractor and the County. Contractor will be notified in writing 60 days prior to any site additions or deletions.

EXHIBIT B

PAYMENT PROVISIONS

Location	Item Description		Unit	Quarterly Price (3 TIMES PER YEAR) standby sites only	Annual Price (1 TIME PER YEAR)	Monthly Cost (prime sites only)	Triannual (stand bye sites only)
Arlington	Generac	1	SG050	$460.00	$770.00		$1275.00
Avocado Flats	Generac	1	SG050	$460.00	$770.00		$1275.00
Banning	Generac	1	SG070	$460.00	$820.00		$1350.00
Beacon Hill	Generac	1	SG050	$460.00	$770.00		$1275.00
Billy Goat	Generac	1	SG030	$460.00	$770.00		$1175.00
Black Eagle x2 (Prime Site)	Generac	2	SD030		$3777.00	$920.00	
Blackjack x2 (Prime Site)	Generac	2	PD030		$3777.00	$920.00	
BlackRock	Generac	1	SG070	$460.00	$820.00		$1350.00
Blue Mountain	Generac	1	SG050	$460.00	$770.00		$1275.00
Blythe	Generac	1	SD150	$460.00	$1160.00		$1500.00
Box Canyon x2 (Prime Site)	Generac	2	SD030		$3777.00	$920.00	
Box Springs	Generac	1	SG050	$460.00	$770.00		$1275.00
Brookside	Generac	1	SG050	$460.00	$770.00		$1275.00
Cactus City	Generac	1	SG100	$460.00	$850.00		$1400.00
Cajalco	Generac	1	SG050	$460.00	$770.00		$1275.00
Chuckwalla	Generac	1	SG070	$460.00	$820.00		$1350.00

Clinton Keith	Generac	1	SG050	$460.00	$770.00		$1275.00
Corn Springs	Generac	1	SG050	$460.00	$770.00		$1275.00
Corona\Buena Vista	Generac	1	SG050	$460.00	$770.00		$1275.00
Edom Hill N/W	Generac	1	SG100	$460.00	$850.00		$1400.00
El Cariso	Generac	1	SG050	$460.00	$770.00		$1275.00
Elsinore Peak	Generac	1	SG080	$460.00	$820.00		$1350.00
Estelle Mountain x2 (Prime Site)	Generac	2	SD030		$3777.00	$920.00	
Glen Avon	Generac	1	SG050	$460.00	$800.00		$1275.00
Green River	Generac	1	SG050	$460.00	$770.00		$1275.00
Hemet	Cummins	1	GGHE-5776058	$460.00	$820.00		$1300.00
Hidden Valley	Generac	1	SG050	$460.00	$770.00		$1275.00
Hollingsworth	Generac	1	SG050	$460.00	$770.00		$1275.00
Homeland	Generac	1	SG050	$460.00	$770.00		$1275.00
Indio Hill	Generac	1	SG080	$460.00	$820.00		$1350.00
Iron Mountain	Generac	1	SG050	$460.00	$770.00		$1275.00
Joshua Tree	Generac	1	SG070	$460.00	$820.00		$1350.00
JTNP-Belle	Generac	1	SG050	$460.00	$770.00		$1275.00
Lake Hemet	Generac	1	SG030	$460.00	$770.00		$1175.00
Lake Matthews	Generac	1	SG050	$460.00	$770.00		$1275.00
Lake Riverside	Generac	1	SG050	$460.00	$770.00		$1275.00
Leona	Generac	1	SG050	$460.00	$770.00		$1275.00

Line	Generac	1	SG050	$460.00	$770.00		$1275.00
Margarita x2 (Prime Site)	Generac	2	SD030		$3777.00	$920.00	
Marion Ridge	Generac	1	QT045	$460.00	$770.00		$1275.00
Marshell	Generac	1	SG050	$460.00	$770.00		$1275.00
Mead Valley	Generac	1	SG050	$460.00	$770.00		$1275.00
Mecca Landfil	Generac	1	SG050	$460.00	$770.00		$1275.00
Menifee	Generac	1	SG050	$460.00	$770.00		$1275.00
Midland x2 (Prime Site)	Generac	2	PD030		$3777.00	$920.00	
Morongo	Generac	1	SG050	$460.00	$770.00		$1275.00
Mt. David	Generac	1	SG070	$460.00	$820.00		$1350.00
North Mt.	Generac	1	SD130	$460.00	$1470.00		$1450.00
Palen McCoy x2 (Prime Site)	Generac	2	PD030		$3777.00	$920.00	
Perris	Generac	1	SG045	$460.00	$770.00		$1275.00
Quail Mesa	Generac	1	SG080	$460.00	$820.00		$1350.00
Quail Valley	Generac	1	SG050	$460.00	$770.00		$1275.00
Ranger Peak	Generac	1	SG050	$460.00	$770.00		$1275.00
Red Mountain	Generac	1	SG080	$460.00	$820.00		$1350.00
Redondo Mesa	Generac	1	SG050	$460.00	$770.00		$1275.00
Rice	Generac	1	SG050	$460.00	$770.00		$1275.00
Ridge Road	Generac	1	SG050	$460.00	$770.00		$1275.00
Road 177	Generac	1	SG050	$460.00	$770.00		$1275.00
Road 62 x2 (Prime Site)	Generac	2	SD030		$3777.00	$920.00	

Santa Rosa Peak x2 (Prime Site)	Cummins	2	DGHCC-1334842		$3927.00	$1000.00	
Santiago Peak	Generac	1	SG080	$460.00	$820.00		$1350.00
Snow Peak	Generac	1	SG030	$460.00	$770.00		$1175.00
Sunnyslope	Generac	1	SD050	$460.00	$770.00		$1275.00
Temescal	Generac	1	SG050	$460.00	$770.00		$1275.00
Timoteo	Generac	1	SG050	$460.00	$770.00		$1275.00
Toro Peak x2 (Prime Site)	Cummins	2	DGHCC-1327119		$3927.00	$1000.00	
Vaquero	Generac	1	SG050	$460.00	$770.00		$1275.00
Vidal Junction	Generac	1	SG050	$460.00	$770.00		$1275.00
Whitewater	Generac	1	SG070	$460.00	$820.00		$1350.00
Wiley's Well	Generac	1	SG050	$460.00	$770.00		$1275.00
Winchester	Generac	1	SG050	$460.00	$770.00		$1275.00
Alessandro (temp) x2	Generac	2	MMG45IF4	$460.00	$820.00		$1275.00

EXHIBIT C

Hourly Labor Rates Service Calls

The Generator Experts • 24 Hour Service • License #708125

Specializing in Generators & Diesel Fire Pumps

Contract Service Rates 2025
Long Beach Office

ALL HOURLY LABOR RATES ARE CHARGED PORTAL TO PORTAL.

(Duthie Power yard to customer facility and back)

Straight Time: **$195.00/hour, start time.**

Based on regular work hours 7:00 a.m. to 3:30 p.m., Monday through Friday.

Overtime (Time and a Half): **$292.50/hour, start time.**

Monday through Friday before 7:00 a.m. and after 3:30 p.m. and anytime on Saturday up to 8 hours; or first four hours after technician has worked 8 hours, Monday - Friday.

Double Time: **$390.00/hour, start time.**

All hours worked on Sundays and holidays. All Saturday hours beyond 8 hours. All hours after a technician works beyond 12 consecutive hours in a day, Monday through Friday.

There is a (4) four-hour minimum call out on service calls.

Trip Charge $195.00 Per service truck local, $225.00 over 100 miles. Fuel Surcharge is $12.95.

Service rates are subject to change. Duthie Power Services will give a 30 day notice if rates change.

Please note afternoon or evening service calls Monday through Friday may result in some or all hours in overtime as stated above. Saturday and Sunday are overtime as stated above.

2335 E. Cherry Industrial Circle
Long Beach, CA 90805
Phone (562) 790-1772

www.duthiepower.com

625 Superior St. #A
Escondido, CA 92029
Fax (562) 408-3020

PEARC-93639-0010630 AGREEMENT (APD 7.18.25)

Final Audit Report 2025-07-31

Created:	2025-07-31
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