

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



**ITEM: 3.21  
(ID # 29373)**

**MEETING DATE:**  
Tuesday, December 16, 2025

**FROM :** FACILITIES MANAGEMENT AND EMERGENCY MANAGEMENT DEPARTMENT  
AND PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC) AND RIVERSIDE COUNTY  
INFORMATION TECHNOLOGY (RCIT) AND FIRE DEPARTMENT

**SUBJECT:** FACILITIES MANAGEMENT (FM-MSD): Ratify and Approve the Professional Service Agreement with Bay City Equipment Industries Inc. for Emergency Generator Rental Service, without seeking competitive bids. California Environmental Quality Act Exempt Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) "Common Sense" Exemption; District 4. [Total Cost not to exceed \$190,706 which includes contingency compensation not to exceed \$17,337 – 100% Facilities Management Department Budget Fund 47210] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Emergency Generator Rental Service Agreement is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 Existing Facilities Exemption, and Section 15061(b)(3) "Common Sense" Exemption;
2. Ratify and approve the Professional Service Agreement with Bay City Equipment Industries Inc., a California corporation (Bay City Electric) for the Emergency Generator Rental for a total of \$175,000 annually through December 31, 2025, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
3. Authorize the reimbursement of incurred rental fees to Facilities Management from occupying departments through Interfund-Reimbursement for Services;

Continued on Page 2

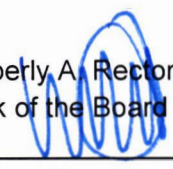
**ACTION:4/5 Vote Required, Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
xc: FM-MSD, EMD, PSEC, RCIT, Fire

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Direct the Purchasing Agent, or designee, to issue Purchase Orders to Bay City Electric for goods or services provided they do not exceed the Board approved amount of the Professional Service Agreement; and
5. Direct 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(s) of the agreements, including modifications to the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed \$17,337 for the term of the Agreement.

<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>	\$ 190,706	\$ 0	\$ 190,706	\$
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Facilities Management Department Budget Fund 47210			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2025/26	

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

**BACKGROUND:**

**Summary**

On November 15, 2024, Facilities Management was notified that the generator supporting the Indio Emergency Operating Center (EOC), located at 82695 Dr. Carreon Blvd in Indio, was no longer operational. The EOC serves as the only emergency operations center in the County's Eastern Region and is required to remain fully functional at all times to support emergency coordination and vital public safety. To maintain continuity of operations, a temporary 500KW portable generator was immediately acquired through Bay City Electric. The rental generator has remained in continuous use while the existing generator was being rebuilt.

Facilities Management recommends that the Board of Supervisors (Board) ratify and approve the amendment to the approved sole source agreement for Bay City Electric to increase the amount by \$66,438 for expenses incurred during fiscal year 2024/25, and \$6,931 for fiscal year 2025/26, for continued temporary generator rental through December 31, 2025; the terms of the agreement memorialized in the Professional Services Agreement.

There is no possibility that the Emergency Generator Rental Service Professional Services Agreement may have a significant effect on the environment. The approval of the agreement would ensure power to the facility to remain fully operational in the event of an emergency; it would not alter the existing building footprints or result in an increase in capacity of use. Therefore, the approval of the Generator Rental Service Agreement is exempt, as the resulting services meet the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301, and Common-Sense Exemption identified in Section 15061 (b)(3). A Notice of Exemption will be filed by Facilities Management staff with the County Clerk and State Clearinghouse within five days of Board approval.

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

**Contract History and Price Reasonableness**

On November 15, 2024, the emergency standby generator at the Eastern Region’s EOC experienced a malfunction and was no longer operational. Due to the importance of public safety and critical nature of the Indio EOC in the eastern area of the County, this facility is required to be operational in the event of an emergency activation. Due to time constraints and the importance of obtaining an operating generator with the same capabilities as the inoperable unit, two (2) vendors with knowledge of the operational needs of the Department were contacted for quotes. Bay City Electric was able to provide an immediate quote and deliver a comparable unit after quote acceptance. The second vendor was unable to meet the required time constraints and provide a quote until the following Monday, November 18<sup>th</sup>, 2024. Throughout the rental period, the rental rate has remained consistent and with no price increases.

**Impact on Residents and Businesses**

Securing a rental emergency generator is vital to ensure uninterrupted power at the Eastern Regional EOC, which serves a critical role in coordinating emergency response efforts and safeguarding public health and safety.

**Additional Fiscal Information**

The cost from initial single source justification:

Description	FY 2024/25	FY 2025/26	Total
On-Going Monthly Rental	\$ 50,000	\$ 50,000	\$ 100,000
<b>Total Costs</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 100,000</b>

Amended single source justification costs:

Description:	FY 2024/25 (November 15, 2024 - June 30, 2025)	FY2025/26 (July 1, 2025 – December 31, 2025)	Total Contingency (10%)	Total
On-Going Monthly Rental	\$ 116,438	\$ 56,931	\$ 17,337	\$ 190,706
Other Costs	\$ 116,438	\$ 56,931	\$ 17,337	\$ 190,706

Attachments:

- 26-037 FMARC Bay City Equipment Industries Inc. Amendment #1
- FMARC-97524-001-09-25 Professional Services Agreement with Bay City Equipment Industries Inc.
- Notice of Exemption to the Professional Services Agreement with Bay City Equipment Industries Inc.
- 26-037a FMARC SSJ Bay City Equipment Industries Inc.

VY:MM:SP:aa

FM03200015096

MT#29373

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet 12/4/2025

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel 12/5/2025

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**EMERGENCY GENERATOR RENTAL**

**between**

**COUNTY OF RIVERSIDE**

**and**

**BAY CITY EQUIPMENT INDUSTRIES INC.**



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This Agreement, by and between Bay City Equipment Industries 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"). CONTRACTOR and COUNTY are individually referred to herein as "party" and collectively referred to herein as parties. The parties agree as follows:

The parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on November 15, 2024 and were accepted by COUNTY without a written services agreement. All actions, documentation, exhibits, invoices, and attachments taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

**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 December 31, 2025, 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**

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 \$175,000 annually as defined in the period of performance,

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.

**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:

- a) FACILITIES MANAGEMENT: **[FM-Invoices@rivco.org](mailto:FM-Invoices@rivco.org)**
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-97524-001-09/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered monthly 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 “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.

**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**

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 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**  
FACILITIES MANAGEMENT  
3450 14<sup>th</sup> Street Suite 200  
Riverside, CA 92501

**CONTRACTOR**  
BAY CITY ELECTRIC WORKS  
13625 Danielson Street  
Poway, CA 92064

**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](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.

**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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the 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 thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Cert

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

**23. General**

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

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

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

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

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

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

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

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

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

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

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

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

**23.13** This Agreement, 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 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.

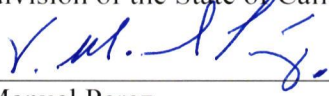
**23.14** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be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

[Signature page to follow]

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

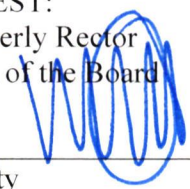
BAY CITY EQUIPMENT INDUSTRIES, INC., a California Corporation

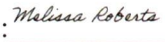
By:   
V. Manuel Perez  
Chair, Board of Supervisors

By:   
Brian P. Duarte (Oct 31, 2025 13:22:11 PDT)  
Name: Brian P. Duarte  
Title: Vice President of Operations

Dated: DEC 16 2025

Dated: Oct 31, 2025

ATTEST:  
Kimberly Rector  
Clerk of the Board  
  
By: \_\_\_\_\_  
Deputy

By:   
Name: Melissa Roberts  
Title VP of Finance & Accounting  
Dated: Oct 31, 2025

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: 

*for* Ryan Yabko  
Deputy County Counsel

Dated: 12-5-25

**EXHIBIT A**

**SERVICES SPECIFICATIONS**

**1) CONTRACTOR RESPONSIBILITIES**

- A. CONTRACTOR shall provide a portable generator capable of 686 AMPS at 277/480 volts alternating current (VAC). Portable rental generator shall be delivered with all necessary connections.
- B. CONTRACTOR shall deliver the portable generator full of fuel. Upon request of the COUNTY, CONTRACTOR shall supply CARB diesel fuel to the site and DEF fluid per the pricing stated herein Exhibit B. The price to refuel the generator will be quoted to the COUNTY prior to delivery. Upon COUNTY acceptance of the quote, written notice via a purchase order will be provided to the CONTRACTOR to proceed with fuel delivery. The CONTRACTOR shall bill the COUNTY per the rates of the approved quote and purchase order.
- C. CONTRACTOR shall provide all routine maintenance for the duration of rental.

**2) COUNTY RESPONSIBILITIES**

- A. COUNTY shall roll up portable generator connections prior to portable generator pickup.
- B. COUNTY shall be responsible for daily inspection and maintenance of proper levels of engine oil and coolant. COUNTY shall communicate additional service to CONTRACTOR.
- C. COUNTY shall notify CONTRACTOR 72 hours to pick up rental equipment upon completion of rental.

**3) ADDITIONAL SERVICES**

- A. Units that are run for prime power applications will require serving every 250 hours of operation. This is an additional service, indicated above as PM Service Surcharge quoted at a rate per operation hour as required maintenance performed during normal business hours. Upon COUNTY acceptance of the quote, written notice via a purchase order will be provided to the CONTRACTOR to proceed with fuel delivery. The CONTRACTOR shall bill the COUNTY per the rates of the approved quote and purchase order. After hours, and holiday charges will be added to pricing if outside normal hours and will be indicated as additional charges to this quote when applicable

**EXHIBIT B**

**PAYMENT PROVISIONS**

DESCRIPTION	SHIFT	SINGLE DAY	WEEKLY	MONTHLY
500kW Generator	Single	\$1,095.00	\$3,285.00	\$9,855.00
4/0 x 100' Cam/Cam Cable	N/A	\$900.00	\$900.00	\$1,350.00
4/0 Male Camtails	N/A	\$0.00	\$0.00	\$0.00
Battery Charger Cord – 100'	N/A	\$0.00	\$0.00	\$0.00
Remote Start Cord – 100'	N/A	\$0.00	\$0.00	\$0.00
Polari Connectors 4-Port (each)	N/A	\$40.00	\$90.00	\$240.00
<b>MISCELLANEOUS</b>		<b>PRICE PER UNIT</b>		
After Hours Open Shop Charge		\$400.00		
Damage Waiver		10% of total equipment rental charges		
Cable Coiling Charge		\$50.00		
CARB Diesel Fuel		\$8.50 per Gallon		
DEF Fluid		\$11.00 per Gallon		
Environmental Fee		4% of total equipment rental charges per month		
Replacement Damaged Equipment		Current Market Prices		
<b>TRANSPORATION</b>		<b>RATE TYPE</b>	<b>FREIGHT RATE</b>	
Delivery		Overtime	\$2,000.00 / Hour	
Pick Up		Standard	\$175.00 / hour	

*Single Shift: 1.0 x standard rate: 00-08 hours/day, 00-040 hours/week, 000-160 hours/month*

*Double Shift: 1.5 x standard rate: 08-16 hours/day, 40-080 hours/week, 160-320 hours/month*

*Triple Shift: 2.0 x standard rate: 16-24 hours/day, 80-168 hours/week, 320-672 hours/month*

**Monthly rate is based on 4 week (28 days) billing cycle.**

0-24 hours = 1 day (same day only)      3-7 days = 1 week      3-4 weeks = 1 month

NOTE: cable rental = length of generator set rental to a max of monthly and then charge repeats

**EXHIBIT "C"**

**PUBLIC WORKS / PREVAILING WAGE REQUIREMENTS**

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

**C1.0. Determination of Prevailing Rates**

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file at the COUNTY's principal office, which shall be made available to any interested party upon request and for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**C2.0. Payment of Prevailing Rates**

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

**C3.0. Prevailing Rate Penalty**

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

**C4.0. Ineligible Contractors**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR

shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

#### C5.0. Payroll Records

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;
- (4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

#### C6.0. Limits of Hours of Work

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during

any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### C7.0. Penalty of Excess Hours

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

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

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

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

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

#### C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in

these requirements is (1) the CONTRACTOR's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

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

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

- a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- b. The DAS-140 is a notification "announcement" of the CONTRACTOR's participation on a public works project—it is not a request for the dispatch of an apprentice.
- c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.
- d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

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

C9.2.3) Make Training Fund Contributions

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

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member

contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

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

#### C10. LABOR CODE CERTIFICATIONS

By signing this Agreement, CONTRACTOR certifies the following:

- a. "I am aware of the provisions of Labor Code section § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**EXHIBIT D**  
**RENTAL PROPOSAL**



13625 Danielson Street  
 Poway, CA 92064  
 Phone: (619) 938-8200  
 Fax: (619) 938-8214  
[www.bcew.com](http://www.bcew.com)

# Rental Proposal

Quote to: COU32 COUNTY OF RIVERSIDE ALTERNATE EMERGENCY OPERATIONS Date: 11/15/2024

Name: Gilbert Lascano From: Wayne Stalcup  
 Email: GLascano@rivco.org Email: wstalcup@bcew.com  
 Phone: (760) 766-5805 Phone: (909) 520-1603

Site Address: 82695 Doctor Carreon Blvd Est. Dispatch Date/Time: 11/15/2024  
Indio, CA 92201 Est. Return Date/Time: 11/28/2024  
 Length of Rental: 14 days

Reference: Alternate Emergency Operations 500kW Quote #: 00001949R0

**OVERVIEW OF SERVICES:** Provide a temporary portable rental generator capable of 686 Amps at 277/480VAC, 3 phase, 4 wire, 60hz. Unit will be used for standby application during a fueling system repair project, this is for an emergency after hours deployment on 11/15/2024.

GENERATOR	SHIFT	SINGLE DAY	WEEKLY	MONTHLY	PRICING
500kW Generator	Single	\$1,095.00	\$3,285.00	\$9,855.00	\$6,570.00

QTY	CABLE & ACCESSORY	SINGLE DAY	WEEKLY	MONTHLY	PRICING
9	4/0 x 100' cam/cam cable	\$900.00	\$900.00	\$1,350.00	\$1,350.00
9	4/0 male camtails	\$0.00	\$0.00	\$0.00	\$0.00
1	battery charger cord - 100'	\$0.00	\$0.00	\$0.00	\$0.00
1	remote start cord - 100'	\$0.00	\$0.00	\$0.00	\$0.00
4	Polaris connectors 4-port (each)	\$40.00	\$90.00	\$240.00	\$180.00

QTY	MISCELLANEOUS	PRICE PER UNIT	PRICING
1.00	After Hours Open Shop Charge	\$400.00	\$400.00
0.00	PM Service Surcharge (Per use hour where applicable)	\$6.00 per hour	\$0.00

HOURS (est.)	TRANSPORTATION	RATE TYPE	FREIGHT RATE	PRICING
1.00	Delivery	Overtime	\$2,000.00 per hour	\$2,000.00
4.00	Pick up	Standard	\$175.00 per hour	\$700.00

Single Shift: 1.0 x standard rate: 00-08 hours/day, 00-040 hours/week, 000-160 hours/month

Double Shift: 1.5 x standard rate: 08-16 hours/day, 40-080 hours/week, 160-320 hours/month

Triple Shift: 2.0 x standard rate: 16-24 hours/day, 80-168 hours/week, 320-672 hours/month

Monthly rate is based on 4 week (28 days) billing cycle.

0-24 hours = 1 day (same day only)      3-7 days = 1 week      3-4 weeks = 1 month

NOTE: cable rental = length of generator set rental to a max of monthly and then charge repeats

<b>Damage Waiver:</b>	<b>\$810.00</b>
<b>Environmental Fee:</b>	<b>\$324.00</b>
<b>Subtotal:</b>	<b>\$12,334.00</b>
<b>Estimated Tax Rate:</b>	<b>8.750%</b>
<b>Estimated Tax:</b>	<b>\$1,079.23</b>
<b>GRAND TOTAL:</b>	<b>\$13,413.23</b>

## ADDITIONAL DETAILS

### FUEL CHARGES AND CONSUMPTION RATES:

Generator set will be shipped full of fuel to your site or filled upon arrival at site. We can supply CARB diesel fuel on site at **\$8.50 per gallon** and DEF fluid at **\$11.00 per gallon** – price is subject to daily change. Fuel drop fee during regular business hours is **\$150.00**. Any after-hours, weekend or holiday fuel drops are assessed applicable overtime/double time rates. The 500kW model burns approximately 31.7GPH @ full load, 24.4 @ 75% load or 17.9GPH @ 50% load. Fuel tank capacity is 650 gallons, including trailer tank. **Please note that this unit requires the addition of DEF fluid (84.5-gallon capacity) during re-fueling.**

### DAMAGE WAIVER:

Damage waiver charge is required unless customer has supplied us with a proper certificate of insurance prior to commencement of rental. In lieu of a proper certificate, and for an additional fee of 10% of the total equipment rental charges, we agree to waive claims for damage to equipment while in your possession. This waiver is defined in our Terms and Conditions, please request separate to this quote. It does not cover theft, mysterious disappearance, service charges or obvious neglect on your part. Customer understands that a damage waiver is not insurance. The damage waiver charge is optional **PROVIDED** the customer supplies us with a proper insurance certificate naming us as additionally insured for the full value of the rental equipment prior to commencement of the rental. A proper insurance certificate must include both a general liability policy and a separate property damage policy covering the rental equipment. **Replacement value of the equipment quoted above is \$239,016.50.**

### LABOR:

Unless otherwise indicated, this quotation excludes any labor services such as layout, installation, connect or disconnect.

### CABLE DAMAGE:

All cabling supplied to customer job site must be rolled up prior to calling for pick up. In the event cable is not coiled back up there will be an additional charge of \$50.00 per cable. Damaged cables will be replaced at current market prices.

### MAINTENANCE:

The customer is responsible for daily inspection and maintenance of proper levels of engine oil and coolant. Bay City Electric Works will provide all routine maintenance for the duration of your project. Units that are run for prime power applications will require serving every 250 hours of operation. This is an additional service, indicated above as PM Service Surcharge, quoted at a rate per operation hour as a required maintenance performed during normal business hours. After hours, and holiday charges will be added to pricing if outside normal hours and will be invoiced as additional charges to this quote when applicable.

### SERVICE:

Bay City Electric Works' Service Department is available to respond 24 hours every day.

### TERMS AND CONDITIONS:

- Prices shown are firm for acceptance within 30 days.
- Quotation is subject to equipment availability.
- Prices are based on specifications provided by the customer. Any variation in those specifications may result in additional charges.
- Terms of payment are net at invoice. Subject to credit approval. Bay City Electric Works does not accept paid when paid terms
- Prices quoted are based on estimated taxes.
- All permits (excluding standard Statewide Air Permit) and city fees are the responsibility of the customer. Bay City is exempt from paying any and all permitting or fees to run equipment.
- Customer/Operator is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see [www.arb.ca.gov/portable/portable.htm](http://www.arb.ca.gov/portable/portable.htm)). By signing this Quotation, the renter acknowledges receipt of these documents.
- A 75% load is recommended for all Tier 4 generators or emissions systems issues will likely occur, underloading causes engine damage and customer will be held accountable and charges may apply.
- As of 1/1/2024 California Air Resource Board off-road rule section 2449 requires all off highway diesel fueled engines that do not have an entire fleet of Tier 4 engines to use R99 or R100 renewable diesel fuel. In the State of California R99 or R100 renewable diesel fuel is the only diesel fuel being supplied. Bay City cannot be held liable for any damages R99 or R100 renewable diesel fuel may cause to a diesel engine.
- The recipient of the rented vehicle (renter) must comply with the renewable diesel requirements in section 2449.1(f).

**Please Request a Copy of our full Terms and Conditions**

**PROPOSAL ACCEPTANCE**

To accept this proposal, please confirm the information below and fax or email scan back to our office.

*I warrant to the LESSEE shown above and/or have the authority to contract as agent for LESSEE. I have read and understood the terms and conditions included in this rental quote proposal.*

Requested Delivery Date & Time: 11/15/24

Site Contact: Andy Luna

Site Contact phone number: (760)578-4478

Site Address: 82-695 Dr. Carreon Blvd

Is project Prevailing Wage? yes Fed or State Funded: \_\_\_\_\_

Job Number: AEOC Purchase Order #: PR1164535

Name: Camilo Lopez Jr Title: Facilities Operations Superintendent

Signature:  Date: 11/15/24










# FMARC-97524-001-09-25 -Bay City Equipment Industries

Final Audit Report

2025-10-31

Created:	2025-10-31
By:	Bryce McManigal (brmcmmanigal@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAejtBLg6eGhEAFv7AqxuhAxvWjEBBtxt

## "FMARC-97524-001-09-25 -Bay City Equipment Industries" History

-  Document created by Bryce McManigal (brmcmmanigal@rivco.org)  
2025-10-31 - 8:12:14 PM GMT
-  Document emailed to bduarte@bcew.com for signature  
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-  Signer bduarte@bcew.com entered name at signing as Brian P. Duarte  
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-  Document e-signed by Brian P. Duarte (bduarte@bcew.com)  
Signature Date: 2025-10-31 - 8:22:11 PM GMT - Time Source: server
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-  Email viewed by Melissa Roberts (mroberts@bcew.com)  
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-  Agreement completed.  
2025-10-31 - 8:32:59 PM GMT

**Riverside County**  
**Facilities Management**  
3450 14<sup>th</sup> Street, Riverside, CA 92501

## NOTICE OF EXEMPTION

November 18, 2025

**Project Name:** Indio Emergency Operations Center (EOC) Professional Service Agreement (PSA) with Bay City Equipment Industries Inc for Emergency Generator Rental Service

**Project Number:** FM03200015096

**Project Location:** 82695 Dr. Carreon Boulevard, west of Oasis Street, Indio, CA 92201, Assessor's Parcel Number (APN): 614-150-034

**Description of Project:** On November 15, 2025, Facilities Management was notified that the generator supporting the Indio Emergency Operating Center (EOC) located at 82695 Dr. Carreon Blvd in Indio, was no longer operational. The EOC serves as the only emergency operations center in the County's Eastern Region and must remain fully functional at all times to support emergency coordination and public safety. To maintain continuity of operations, a temporary 500KW portable generator was urgently required by Bay City Electric. The rental generator remained in continuous use while the County's equipment underwent repair and testing to restore full operational capability.

Facilities management recommends that the Board of Supervisors (Board) ratify and approve the amendment to the approved sole source agreement for Bay City Equipment Industries Inc. to increase the amount by \$66,437.89 for expenses incurred during fiscal year 2024/25 and \$6,930.84 for fiscal year 2025/26 for continued temporary generator rental through December 31, 2025. The PSA for emergency generator rental at the Indio EOC is defined as the proposed project under the California Environmental Quality Act (CEQA). The operation of the site will continue to provide public services at the existing facility and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County


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

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

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

- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The PSA for emergency generator rental at the Indio EOC is needed to maintain public services in the event of a loss of power at the existing facility. The emergency backup power systems would operate only in emergencies or for periodic testing to ensure the systems are working properly. The generator rental at the Indio EOC would not expand the capacity of the sites and would result in the continuation of public services; therefore, the project is exempt as the improvements meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The PSA for emergency generator rental at the Indio EOC is a redundancy mechanism to ensure uninterrupted power and will not result in any direct or indirect physical environmental impacts.

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

Signed:  \_\_\_\_\_ Date: 11-18-2025

Mike Sullivan,  
County of Riverside, Facilities Management



Date: Tuesday, August 19, 2025  
From: Stacey Chester FM Deputy Director  
To: Purchasing Agent  
Via: Camilo Lopez Jr (760) 881-2563  
Subject: Temporary 500kw portable generator

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other: \_\_\_\_\_ (i.e.

CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Bay City Equipment Industries, INC. DBA, Bay City Electric      Supplier ID: 0000109340

a. Describe the goods/service being requested: Late in the afternoon on Friday November 15 2024 Facilities Management was notified that the back-up generator that supports the Emergency Operating Center (EOC) in Indio was no longer operational and was in need of a temporary 500KW portable backup generator. The purpose of this generator is to ensure power to the facility in the case of an emergency. This is a critical building to the county as it serves as an Eastern Region's Emergency Operations Center (EOC) in case of a major emergency. When the generator originally stopped operating the repairs were estimated to take 2 weeks to complete. However, since the original diagnosis it has been determined that there is more extensive damage to the EOC's generator that has now required additional repairs and further rental needs.

b. Explain the unique features of the goods/services being requested from this supplier: Due to the unique size and type of generator that is required to maintain



the EOC's operations, finding an available generator on short notice, and after hours becomes difficult. Due to the importance, availability of the generator, and timing of this request, Bay City Electric was the most responsive option to ensure that this EOC would be fully operational in case of an emergency activation. Bay City Electric was able to arrive on site with the requested generator within 3 hours of being authorize to proceed.

- c. What are the operational benefits to your department? Having an operating backup generator in place is a requirement at all EOC locations in order to allow for a fully operational facility in the event of an emergency activation. The size of the backup generator must be of the same power as the department owned generator in order to properly power the EOC. Bay City Electric which is located in San Diego and had a generator meeting the required criteria was able to transport and connected to the EOC building after hours on Friday November 15<sup>th</sup>.
- d. Provide details on any cost benefits/discounts. \_\_\_\_\_

Late in the afternoon on Friday November 15<sup>th</sup>, Duthie and Bay City Electric were contacted. Bay City Electric was the only responsive vendor able to deliver the necessary rental generator same day and allow for the equipment to be connected to the building. At the time of the request, Duthie responded stating that they were unable to provide a quote until Monday November 18, 2024.

- 2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes                       No

- a. If yes, please explain why you are requesting to utilize an SSJ process?  
Under nonemergency circumstances a bid could be processed for the rental of a generator. However, in this instance for the eastern region's EOC it was required to have a generator in place prior to the weekend in order to provide emergency backup power in case of a power outage in the area. Due to the time sensitive nature of this request, Bay City Electric was authorized to deliver the rental generator.



3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# \_\_\_\_\_  No

a. What was the total annual and aggregate amount? \_\_\_\_\_

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	Total
On-Going Monthly Rental Costs:	\$50,000	\$50,000	\$100,000
Total Costs	\$50,000	\$50,000	\$100,000

Note: Insert additional rows as needed

5. Period of Performance: November 15, 2024 – September 30, 2025

Ratify Start Date (if applicable): November 15, 2024

Initial Term Start Date: November 15, 2024 End Date: September 30, 2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): one year with an option to renew for one additional-year

Aggregate Term/End Date: N/A

6. Projected Board of Supervisor Date (if applicable): N/A

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Vincent Zaguirre Vincent Zaguirre 5/19/25  
 Print Name Department Head Signature Date  
 (Executive Level Designee)



.....

**PCS Reviewed:**

<u>Bryce McManigal</u>	<u><i>Bryce McManigal</i></u>	<u>8/20/2025</u>
<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 100,000

Aggregate Amount \$ \_\_\_\_\_

<u><i>Stacy Orton</i></u>	<u>8/26/2025</u>	<u>26-037</u>
<b>Purchasing Agent Signature</b>	<b>Date</b>	<b>Tracking Number</b> (Reference on Purchasing Documents)



SSJ No.: 26-037

Amendment No.: 1

Date: Thursday, November 13, 2025

From: Vincent Yzaguirre, Director

To: Board of Supervisors

Via: Stacey Phillips, Deputy Director

Subject: Temporary 500kw portable generator

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other: \_\_\_\_\_ (i.e. CA Secretary of  
State Business Entity Information, Dept. of Justice Registration Conformation for non-  
profits, etc.)

1. **Supplier Name:** Bay City Equipment Industries INC. DBA, Bay City Electric Supplier ID: 0000109340
2. **Reason or Justification for the Amendment:** Due to the ongoing operational needs required by the Eastern Regional Emergency Operation Center (EOC), this rental has been continuously utilized to provide the ongoing emergency generator rental while the current County owned equipment is undergoing necessary repairs to become fully operational. Due to the on-going needs and critical nature of this facility, an operational 24/7 stand by generator is required at this site. The damage sustained to the generator located at the EOC has required extensive repairs and coordination with multiple departmental personnel involved. This amendment to the approved SSJ is seeking to increase the approved SSJ by \$66,437.89 for expenses incurred during FY24/25 and \$6,930.84 for FY25/26 to cover upcoming expenses and allow for ample time to perform final repairs and coordination to return the generator to Bay City Equipment Industries INC. DBA Bay City Electric.



3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY 24/25	FY 25/26	Total
On-Going Monthly Rental	\$50,000	\$50,000	\$100,000
Total Costs	\$50,000	\$50,000	\$100,000

a. Amended goods and/or services costs must be identified below (If applicable):

Description:	FY 24/25 (November 15 2024 - June 30 2025)	FY25/26 (July 1, 2025 – December 31, 2025)	Total Contingency (10%)	Total
On-Going Monthly Rental	\$116,438	\$56,931	\$17,337	\$190,706
Other Costs:	\$116,438	\$56,931	\$17,337	\$190,706

4. **Period of Performance:** November 15, 2024 – December 31, 2025

**Ratify Start Date (if applicable):** March 17, 2025

**Initial Term Start Date:** November 15, 2024, **End Date:** December 31, 2025

**Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods):** one (1) year with an option to renew for one (1) additional year

**Aggregate Term/ End Date:** December 31, 2025

5. **Projected Board of Supervisor Date (if applicable):** 12/16/2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

  
 \_\_\_\_\_  
 Print Name

  
 \_\_\_\_\_  
 Department Head Signature  
 (Executive Level Designee)

11-13-25  
 \_\_\_\_\_  
 Date



.....

**PCS Reviewed:**

Bryce McManigal

Print Name

*Bryce McManigal*

Signature

11/13/2025

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** \_\_\_\_\_

*Stacy Orton*

Purchasing Agent Signature

11/20/2025

Date

26-037a

Tracking Number

(Reference on Purchasing Documents)