

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



ITEM: 3.17
(ID # 30711)

MEETING DATE:
Tuesday, July 14, 2026

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT (FM-MSD): Ratification and Approval of the Professional Service Agreement with Bay City Equipment Industries, Inc. for Generator Preventative Maintenance Services for one (1) year with the option to renew for four (4) additional one (1) year periods - California Environmental Quality Act Exempt Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) "Common Sense" Exemption; Districts-All. [Total Cost \$2,500,000 with \$250,000 in additional total compensation – 100% Facilities Management Department Budget 47210].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Professional Service Agreement with Bay City Equipment Industries Inc. 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. for Generator Preventative Maintenance Services for an amount of \$500,000 for one (1) year with the option to renew for four (4) additional one (1) year periods for the total amount of \$2,500,000 and authorize the Chair of the Board to sign the agreement on behalf of the County;

Continued on Page 2

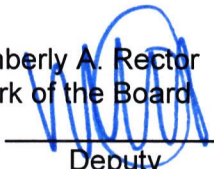
ACTION:Policy

Vincent Yzaguirre
Vincent Yzaguirre 6/25/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: FM-MSD

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:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to (a) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the agreement, and (b) sign amendments to the compensation provisions that do not exceed \$50,000 annually for the period of performance of the agreement; and
4. Authorize the Purchasing Agent to issue Purchase Orders to Bay City Equipment Industries, Inc. for Generator Preventative Maintenance Services performed under the Agreement within the Board approved compensation amounts.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 500,000	\$ 2,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Facilities Management Department Budget 47210			Budget Adjustment: No	
			For Fiscal Year: 2026/27 – 2030/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Bay City Equipment Industries Inc. (Bay City) provides generator repair and preventative maintenance services to keep existing generators fully operational and maintained. Services include the use of advanced diagnostic tools to quickly identify faults, determine components requiring replacement, and perform installation and repair work to restore system functionality. To ensure reliability, generator performance is further validated through load bank testing, electrical testing, voltage calibration, frequency output verification, and post-repair operational checks to verify units are ready for service. Bay City also provides same-day service and 24/7 emergency support, providing immediate access to specialized generator services when needed, reducing downtime, and supporting the continuity of critical County operations.

To maintain continuity of critical County operations, generator preventative maintenance and emergency repair services continued during the completion of the procurement process. Therefore, Facilities Management Maintenance Services Division recommends the Board ratify and approve the Professional Services Agreement with Bay City.

The approval of the Professional Services Agreement with Bay City Equipment Industries Inc. has no direct effect anticipated other than the continued operation of the existing County generators. The implementation of the agreement would not alter the existing development footprint of any facilities or result in an increase in capacity; and is limited to maintenance and repair services for existing generator systems to support their ongoing reliability and performance. Therefore, the PSA is exempt as the application meets the scope and intent of the

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

Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Section 15061(b)(3) "Common Sense" Exemption. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

Reliable generators are critical for maintaining safe and operational public facilities. Proper preventative maintenance and timely access to parts help prevent equipment downtime, ensuring uninterrupted services for citizens and smooth operations for businesses. This supports public comfort, safety, and productivity while minimizing the risk of costly disruptions.

Additional Fiscal Information

Department budgeted amount listed in the table below:

	Maximum Contract Amount	Contingency	Maximum Contract Amount with Contingency
FY 2026/27	\$ 500,000	\$ 50,000	\$ 550,000
FY 2027/28	\$ 500,000	\$ 50,000	\$ 550,000
FY 2028/29	\$ 500,000	\$ 50,000	\$ 550,000
FY 2029/30	\$ 500,000	\$ 50,000	\$ 550,000
FY 2030/31	\$ 500,000	\$ 50,000	\$ 550,000
Total Costs	\$ 2,500,000	\$ 250,000	\$ 2,750,000

Contract History and Price Reasonableness

On January 26, 2026, the Purchasing and Fleet Services (Purchasing) on behalf of Facilities Management, issued a request for proposal (RFP) FMARC-335 Generator Preventative Maintenance. The RFP was advertised on the County's Purchasing Website and PublicPurchase.com. The RFP notification was sent to over 78 prospective bidders with over 33 downloading the bid documents and a total of four (4) bidders submitting a response.

Purchasing and Facilities Management conducted a comprehensive analysis of all proposals. An evaluation committee evaluated bidders on the criteria based on the proposer's overall responsiveness, adherence to the scope of services, overall cost to the County, experience and ability, references, and financial status. RFP FMARC-335 required registered contractors with the Department of Industrial Relations and C-10 licensed electrical contractors to perform the generator preventative maintenance. Due to this maintenance work being subject to prevailing wage Government Code 3504.1 does not apply.

Of the four (4) bidders, one (1) was deemed non-responsive due to the lack of documentation adhering to the requirements. The remaining three (3) bidders were offered an opportunity to submit a Best and Final Offer (BAFO) with one (1) submitting a revised cost proposal to the County. The BAFOs cost savings obtained from this vendor to the County is approximately

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

\$109,393.00. Upon final review, Bay City Equipment Industries Inc. was determined to be the lowest, responsive, and responsible bidder. Their bid was \$449,150.50 lower than the highest bidder. Based on the yearly contracted amount, the department will be saving an estimated \$324,599 annually from the second-place bidder.

Attachments:

- FMARC-93639-001-06.30 Bay City Equipment Industries Inc
- Notice of Exemption

VY:MM:SP:aa

MT#30711


Stacy Orton, Assistant Director of Purchasing 7/1/2026


Aaron Gettis, Chief Deputy County Counsel 7/2/2026

PROFESSIONAL SERVICE AGREEMENT

for

GENERATOR PREVENTATIVE MAINTENANCE

between

COUNTY OF RIVERSIDE

and

BAY CITY EQUIPMENT INDUSTRIES, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor	7
8. Inspection of Service; Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison	11
18. Notices	11
19. Force Majeure	12
20. EDD Reporting Requirements	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Services	19
Exhibit B-Payment Provisions	25
Exhibit C-Prevailing Wage Requirements	31

This Agreement is made and entered into 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"). The parties agree as follows:

1. Description of Services

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

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2026 (herein referred to as "Effective Date") and continues in effect for one year, with the option to renew for up to four (4) additional and consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year non-cancelable agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred thousand dollars (\$500,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To

order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

FM-Invoices@rivco.org

a) Each invoice shall contain a minimum of the following information:

- i. Invoice number and date;
- ii. Remittance address;
- iii. Bill-to and ship-to addresses of ordering department/division;
- iv. Contract ID # (FMARC-93639-001-06/30);
- v. Purchase Order Number;
- vi. Quantities;
- vii. Item descriptions;
- viii. Unit prices;
- ix. Extensions;

- x. Sales/use tax if applicable;
- xi. Invoice total;
- xii. Date of Service;
- xiii. County of Riverside Building Number/Address;
- xiv. Site Supervisor;
- xv. Technician;
- xvi. Services that were rendered;
- xvii. Detailed work report of the equipment serviced; and
- xviii. Recommendations if applicable.

b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

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

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

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

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right

to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

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

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

federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's

Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or

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

16. Confidentiality

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

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

17. Administration/Contract Liaison

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

18. Notices

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

in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Facilities Management
Attn: FM-Invoices
3450 14th Street Suite 200
Riverside, CA 92501

CONTRACTOR

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

21. Hold Harmless/Indemnification

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's indemnification to Indemnitees as set forth herein.

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

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

22. Insurance

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability

shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount 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 Certificate of Insurance and original copies of endorsements

or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. General

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

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

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later

disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

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

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

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

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

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

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

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

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

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

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

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

Dated: JUL 14 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Danielle Maland
Deputy County Counsel

**BAY CITY EQUIPMENT INDUSTRIES,
INC.**, a California corporation

By: [Signature]
Rodney Lee
Chairman

Dated: 06/04/2026

By: [Signature]
Austin Lee
Chief Executive Officer and Secretary

Dated: 06/04/2026

EXHIBIT A
SCOPE OF SERVICES

1. SITE ENTRY ALL LOCATIONS

- A. Before entering and on departure of a site, CONTRACTOR's personnel are to report in by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30 PM. The number to call will be given to CONTRACTOR by COUNTY.
- B. Due to security requirements of specific locations, the CONTRACTOR will be given additional entry procedures, which may include background checks of all workers. COUNTY will notify CONTRACTOR of all sites that require background checks prior to CONTRACTOR personnel coming on site.
- C. CONTRACTOR must be able to supply labor that have not been convicted of a felony or first-degree misdemeanor and pass a background check equivalent to a Department of Justice (DOJ) screening for convictions within the last seven years when working in these designated areas. COUNTY shall notify and request this information from CONTRACTOR of locations that require additional background checks when scheduling services.
- D. CONTRACTOR will provide via email to the COUNTY personnel that answer the service request with the following information: CONTRACTOR's name, technician's name, telephone numbers where both the technician and company may be reached, and the site at which they are currently located to perform service, and the service they are performing (maintenance or repair). COUNTY personnel may have additional requirements to the information above and that will be provided to the CONTRACTOR.
 - i. COUNTY shall notify CONTRACTOR of RUHS specific locations that may require quarterly and annual site maintenance start at 5:00 am PST to limit interruptions to medical procedure areas. Rates shall be billed in accordance with Exhibit B, Payment Provision

2. WASTE DISPOSAL ALL LOCATIONS

- A. CONTRACTOR shall be solely responsible for disposal of all hazardous materials. These include, but are not limited to: oil, antifreeze, battery cells, or any other hazardous materials associated with the generator. Disposal must meet all local, State and Federal law, guidelines, and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by COUNTY and shall keep all disposal documentation for the entire term of the Agreement.
- B. CONTRACTOR shall maintain all necessary certifications, licenses, and proper disposal practices in accordance with EPA and CAL-OSHA law and any jurisdictional regulations for the entire period of performance of the Agreement. COUNTY reserves the right to request CONTRACTOR's certifications, licenses, and CONTRACTOR's disposal practices
- C. In the event of a fuel/oil spill, and in the course of the scope of services set forth herein, CONTRACTOR is responsible for adhering to the Spill Prevention, Control, and Counter (SPCC) measurement plan and for all labor and cost involved to remove and clean areas affected by the fuel

spill. The SPCC plan can be found at each individual site.

3. CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall provide emergency generator repair service 24 hours a day, 7 days a week, 365 days per year. All scheduled maintenance shall be Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m, unless previously approved through writing from COUNTY Personnel.
- B. CONTRACTOR and COUNTY shall develop an approved schedule of routine generator maintenance prior to commencing services. This may also include site / generator inspections.
- C. CONTRACTOR shall have quick and immediate access to portable generator units capable of being both transported and connected to any of the COUNTY sites during the maintenance of COUNTY-owned equipment.
 - i. If COUNTY owned equipment requires additional repairs outside regularly scheduled maintenance, the CONTRACTOR shall submit a full report to COUNTY personnel which lists all the areas of deficiency.
- D. Due to the critical nature of the public safety aspect of certain equipment that operates specific sites, response time to those public safety designated sites shall not exceed three (3) hours from initiation for an emergency repair request. COUNTY will communicate with CONTRACTOR this information at the time of emergency repair call. Said repairs shall be billed in accordance with Section 9 "One Time Repairs" of this Exhibit A. COUNTY understands that there may be an additional "Emergency Call Out Fees" charged in these instances.
- E. CONTRACTOR will furnish the necessary labor, materials, and equipment necessary to maintain the equipment in good operating condition in accordance with the specifications within section 5 "Quarterly Preventative Maintenance" of this Exhibit A, Section 6 "Annual Preventative Maintenance" of this Exhibit A, and equipment's manufacturer operational manuals. The maintenance rates listed therein Exhibit B are all inclusive. Maintenance will be conducted based on recorded maintenance and service dates. For sites located in severe weather conditions (such as the desert locations) maintenance may be required more frequently then scheduled.
- F. CONTRACTOR shall provide all necessary materials filters, fluids, gaskets, hoses, and other like materials at no additional charge to the COUNTY. All materials, diagnostic software, and labor provided by the CONTRACTOR shall be included in the all inclusive price per the maintenance service.
- G. CONTRACTOR shall maintain a current, valid California Contractor's License, Classification **C-10** Electrical Contractor and DIR Registration for the term of this Agreement. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed as set forth in Exhibit C, Prevailing Wage Requirements.
- H. Work areas must be cleaned and must be put back together upon completion of services

- I. CONTRACTOR's staff utilizing COUNTY facilities shall be courteous to the public and COUNTY staff. CONTRACTOR's staff shall direct all communication and inquiries to COUNTY's personnel.
- J. CONTRACTOR shall perform all work in accordance with industry standards. All replacement parts are to be OEM factory parts unless written approval is received by COUNTY personnel
- K. CONTRACTOR shall have sufficient staffing to respond to concurrent issues throughout the COUNTY as services may be needed at one site at the same time scheduled maintenance is taking place at a different location.

4. MONTHLY COMMERCIAL POWER FAILURE TEST:

CONTRACTOR shall perform Monthly Commercial Power Failure Test at the required sites listed within Exhibit B and shall at a minimum perform the following services:

- A. Check all fluid levels prior to transfer test for a power outage simulation.
- B. The COUNTY Project Manager / Site Supervisor will be notified 48 hours in advance of the test to provide CONTRACTOR with approval.
- C. On the day of the test, CONTRACTOR will contact COUNTY via phone, to advise, and receive approval, to move forward with the test.
- D. Upon completion of the test, the COUNTY will be notified via phone.
- E. For any reason the test cannot be completed the COUNTY will be notified via phone.

5. QUARTRELTY PREVENTATIVE MAINTENANCE

CONTRACTOR shall perform quarterly maintenance three (3) times each year during normal business hours and consists of the following services:

- A. Run generator. Check voltage and frequency under static operation and with the site under load.
- B. Check oil pressure.
- C. Check antifreeze level concentration level and SCA level.
- D. Check air filter. Replace as needed at additional cost to the COUNTY.
- E. Check all belts and hoses. Tighten as needed.
- F. Check battery water/electrolyte level. Load test batteries and visually inspect for leaks, cracks, bulges and/or corrosion.
- G. Check battery charger operation.
- H. Check battery voltage under static and run conditions.
- I. Check water temperature after twenty (20) minutes of operation.
- J. Check each phase of voltage at the Automatic Transfer Switch (ATS).
- K. Check block heater operation.
- L. Clean generator cabinets of dirt, debris; insects, etc. as needed.
- M. Clean magnetic pickup.

6. ANNUAL PREVENTATIVE MAINTENACE

CONTRACTOR shall perform the annual maintenance each year during normal business hours consisting of the following services:

- A. Run generator. Check voltage and frequency under static operation and with the site under load.
- B. Replace oil, oil filter, and verify oil pressure.
- C. Check antifreeze level concentration level and SCA level. (Refill as needed at additional cost to COUNTY)
- D. Replace air filter.
- E. Replace fuel filter.
- F. Check all belts and hoses. Tighten as needed.
- G. Check battery water/electrolyte level. Load test batteries and visually inspect for leaks, cracks, bulges and/or corrosion. Replace as needed at additional cost to the COUNTY.
- H. Check battery charger operation.
- I. Check battery voltage under static and run conditions.
- J. Check water temperature after twenty (20) minutes of operation.
- K. Check each phase of voltage at the Automatic Transfer Switch (ATS).
- L. Check block heater operation.
- M. Clean generator cabinets of dirt, debris; insects, etc. as needed.
- N. Clean magnetic pickup.
- O. Coolant system pressure checked and antifreeze tested for proper mixture and level.
- P. Clean generator cabinets of dirt, debris, insects, etc. as needed.
- Q. Complete a four (4) hour load bank testing to manufacturer specification and requirements and using an artificial load bank appropriately sized for the generator being tested.

7. BATTERY REPLACEMENT:

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

8. REPORTING REQUIREMENTS

CONTRACTOR shall report and include a description of the inspection performed and any recommendations if needed within 48 hours of inspections being completed.

During the preventative maintenance services, notifications shall be given to the designated representative of the COUNTY personnel so a representative of the COUNTY may be present during these inspections. Failure to submit a report on any inspection shall indicate a non-performance of the inspection.

9. ONE TIME REPAIRS

- A. In the event that CONTRACTOR discovers necessary repairs during requested services that exceeds what is listed above in Section 4 “Monthly Commercial Power Failure Test”, Section 5 “Quarterly Preventative Maintenance” and Section 6 “Annual Preventative Maintenance” of this Exhibit A, CONTRACTOR will advise COUNTY personnel prior to any work being conducted.
- B. CONTRACTOR shall provide COUNTY with a separate quote of a not to exceed amount for the recommended repairs as needed and shall include at a minimum, labor, travel, materials, and a quote

number. The quote will note regular hours, after hours, holiday, weekend, and emergency rates (if applicable) needed for each repair quote.

- i. Regular Hours are defined as Monday through Friday, between the hours of 7:00 AM and 4:30PM
- ii. After Hours is defined as 4:30 PM through 7:00 AM
- iii. Weekend Hours are defined as any work done on Saturday and Sunday
- iv. Holiday Hours are defined as any work done on the COUNTY Observed Holidays. See Section 11 "County Observed Holidays" of this Exhibit A.
- v. Emergency Service Fee is defined as an additional fee (if any) for service technician to be on-site within 3 hours of emergency request call.

C. All repairs or one-time projects undertaken pursuant to this Agreement shall be invoiced separately and subject to the total compensation amount set forth in this Agreement.

D. The COUNTY expressly reserves the right, at its sole discretion, to utilize any pre-qualified contractor(s) to perform such repairs, one-time projects, or additional work as deemed necessary by the COUNTY, notwithstanding any agreement(s) or authorizations under an agreement executed between CONTRACTOR and COUNTY.

10. MEETINGS

A. Throughout the period of performance of this Agreement, the COUNTY and the CONTRACTOR will schedule periodic and/or as needed meetings to determine how services are progressing, discuss any issues or concerns, identify and/or respond to areas needing improvement or changes and work cooperatively to resolve all identified matters.

11. COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Monday February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

- **Note:**
- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

EXHIBIT B
PAYMENT PROVISIONS

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Commercial Power Failure Test	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests – Annual	Battery Replacement Discount off MSRP	Battery Group
C	BA0140 49500 Twin Pine RD	Generac 200KW 6068HF458T PE6068L031586	-	\$274.00	\$1,162.00	-	-	-	-	-	-	15%	31
C	CB3101 50290 Main St	Kohler 40KW 40REOZJB 741855	\$279.00	\$314.00	\$768.00	-	-	-	-	-	-	15%	24
C	BA124 Gen "A" 1627 S. Hargrave St.	Generac 20KW 8069870100 2093082	\$279.00	\$274.00	\$768.00	-	-	-	-	-	-	15%	24
C	BA125 Gen "D" 1627 S. Hargrave St.	E & E Co. 25KW UC200/1209 200CU2U03	\$279.00	\$274.00	\$768.00	-	-	-	-	-	-	15%	24
C	BA127 Gen "B" 1627 S. Hargrave St.	Kohler 500KW 5M4027BF MX-206879-0214	\$331.00	\$309.00	\$1,364.00	-	-	-	-	-	-	15%	31
C	BA166 Gen "C" 1627 S. Hargrave St.	Generac 350KW 5244420100 2084561	\$279.00	\$274.00	\$1,567.00	-	-	-	-	-	-	15%	31
C	BA176 1627 S. Hargrave St.	Kohler 1020KW 1000RE0ZMB 72088	\$374.00	\$326.00	\$2,848.00	-	-	-	-	-	-	15%	8D
C	BA176 1627 S. Hargrave St.	Kohler 1020KW 1000RE0ZMB 2235171	\$374.00	\$326.00	\$2,848.00	-	-	-	-	-	-	15%	8D
C	BA176 1627 S. Hargrave St.	Kohler 1500KW 1500RE0ZDC 2233249	\$374.00	\$326.00	\$3,332.00	-	-	-	-	-	-	15%	8D
C	BE1620 14700Manzanita Park RD	Generac 100 kw QT10068KNAC 6680699	\$279.00	\$274.00	\$951.00	-	-	-	-	-	-	15%	24
C	BE1623 14700 Manzanita Park RD	Generac 33kw NL4239D/33L 2392-7428	\$279.00	\$274.00	\$859.00	-	-	-	-	-	-	15%	24
C	BE1622 14700 Manzanita Park RD	Generac 45KW QT04524GNSC 6708374	\$279.00	\$274.00	\$859.00	-	-	-	-	-	-	15%	24

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Load Test Cost	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests - Annual	Battery Replacement Discount off MSRP	Battery Group
C	BE1623 14 700 Manzanita Park RD	Generac 75KW 99A02204-S 2047463	\$279.00	\$274.00	\$933.00	-	-	-	-	-	-	15%	24
C	BE1610 14700 Manzanita Park RD	Generac 20KW G0070771 3011423799	\$279.00	\$274.00	\$766.00	-	-	-	-	-	-	15%	24
C	RV1016 6221 Box Springs Blvd.	Generac 50KW 15249850200 8061761	-	\$274.00	\$846.00	-	-	-	-	-	-	15%	24
C	RV0908 7195 Alessandro Blvd	Cummins 500KW DFEK-7255376 J080214250	\$331.00	\$309.00	\$1,512.00	-	-	-	-	-	-	15%	31
C	RV0908 7195 Alessandro Blvd	Caterpillar 1000KW SR4B-GD G5C01072	\$374.00	\$309.00	\$2,493.00	-	-	-	-	-	-	15%	8D
C	RV1088 450 E. Alessandro Blvd.	Kohler 300KW 300KW 33CYGMHN0002	\$279.00	\$274.00	\$1,225.00	-	-	-	-	-	-	15%	31
E	BL0301 260 N Spring St	Caterpillar 150KW D150-8 CAT00C66KND02361	\$279.00	\$274.00	\$924.00	-	-	-	-	-	-	15%	31
E	PG1105 19531 McLane St	Cummins 750KW DQCB 2250203 K230287287	-	\$309.00	\$1,999.00	-	-	-	-	-	-	15%	4D
E	IN0710 82695 Dr Carreon Dr	VOLVO 600kw 600REOZVB SGM327VWT	-	\$309.00	\$2,152.00	-	-	-	-	-	-	15%	4
E	IN0717 47923 Oasis St	Kohler 1600KW 1600REOZMD SGM32J44N	-	\$239.00	\$640.00	-	-	-	-	-	-	15%	24
E	IN0718 47915 Oasis St	Onan 500KW DFEK-1990008 A200716985	-	\$579.00	\$2,227.00	-	-	-	-	-	-	15%	4D

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Load Test Cost	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests - Annual	Battery Replacement Discount off MSRP	Battery Group
E	IN0728 47225 Oasis St	Kohler 2000KW 2000REOZMD SGM32CJKJ	-	\$274.00	\$1,352.00	-	-	-	-	-	-	15%	31
E	IN0735 44199 Monroe St	Caterpillar 800KW SR4B AFN00177	-	\$274.00	\$1,353.00	-	-	-	-	-	-	15%	31
E	ME2004 91275 66th Ave	Cummins 2000KW DQKC AD10194801	-	\$279.00	\$921.00	-	-	-	-	-	-	15%	24
E	PD0001 73520 Fred Waring Dr	Cummins 2000KW DQKC AD10194802	\$279.00	\$274.00	\$1,225.00	-	-	-	-	-	-	15%	31
E	PD2207 73705 Gerald Ford Dr	Kohler 62KW 60RE0ZJB 2129581	-	\$309.00	\$2,052.00	-	-	-	-	-	-	15%	4D
E	PG1101 3255 E Tahquitz Canyon Way	Kohler 100KW 100REOZJF SGM3266ML	-	\$274.00	\$927.00	-	-	-	-	-	-	15%	31
E	PG1105 19531 McLane St	Caterpillar 80KW C4.4 CAT00C44ED4B02697	-	\$274.00	\$887.00	-	-	-	-	-	-	15%	31
E	IN0781 82995 HWY 111	CATERPILLAR 500KW SR-4B 8HG01623	-	\$297.00	\$1,352.00	-	-	-	-	-	-	15%	31
E	TR5309 86655 Airport Blvd	DETROIT DIESEL 400KW 400DSE 731960	-	\$309.00	\$2,714.00	-	-	-	-	-	-	15%	8D
E	PG1105 19531 McLane St	CATERPILLAR 300KW 3406 4ZRO6098	-	\$274.00	\$734.00	-	-	-	-	-	-	15%	24
E	IN0781 82675 HWY 111	CUMMINS DIESEL 150KW V-378-f2 C35322	\$374.00	\$326.00	\$3,833.00	-	-	-	-	-	-	15%	8D
E	IN0782 82675 HWY 111	CUMMINS DIESEL 150KW NT85565 30111764	\$374.00	\$326.00	\$3,833.00	-	-	-	-	-	-	15%	8D
E	IN0782 82675 HWY 111	CATERPILLAR 400KW 3406DITA 4ZR02206	\$374.00	\$326.00	\$3,833.00	-	-	-	-	-	-	15%	8D
NW	RV0990 3021 Franklin Ave	Onan 350KW 3506DITA G920475653	-	\$309.00	\$1,511.00	-	-	-	-	-	-	15%	31

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Load Test Cost	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests – Annual	Battery Replacement Discount off MSRP	Battery Group
NW	RV1082 2085 Rustin Ave	CATERPILLAR #1 1250KW SR-4 6PA00895	-	\$358.00	\$3,976.00	-	-	-	-	-	-	15%	8D
NW	RV1066 2724 Gateway Dr.	CATERPILLAR #2 1250KW 7C1624 6P400898	-	\$309.00	\$2,363.00	-	-	-	-	-	-	15%	8D
NW	RV0558 1960 Chicago Ave Bldg. F	Kohler 750KW 750REOZDC R1238A36	-	\$326.00	\$4,171.00	-	-	-	-	-	-	15%	8D
NW	RV0558 1960 Chicago Ave Bldg. F	CATERPILLAR 500KW 3456 CER00593	-	\$326.00	\$4,171.00	-	-	-	-	-	-	15%	8D
NW	JV5904 5256 Mission Blvd	Kohler 350KW 350REOZ 708971	-	\$274.00	\$852.00	-	-	-	-	-	-	15%	24
NW	JV5908 1500 Castellano Rd	Onan 50KW 50DGCAL28080A C880108729	-	\$274.00	\$848.00	-	-	-	-	-	-	15%	31
NW	JV5950 7477 Mission Blvd	Generac 500KW SD500 2095755	-	\$274.00	\$887.00	-	-	-	-	-	-	15%	24
NW	RV0905 4080 Lemon St	Generac 500KW MD0500KG22152D18GPLY2 9867800	\$331.00	\$309.00	\$1,608.00	-	-	-	\$993.00	\$971.00	\$2,270.00	15%	31
NW	RV1005 4080 Lemon St	Generac 500KW MD0500KG22152D18GPLY2 9867881	\$279.00	\$274.00	\$1,649.00	-	-	-	\$837.00	\$832.00	\$2,207.00	15%	31
NW	RV1003 3470 12th St	Cummins 200KW QSL9-G2 K050854226	\$279.00	\$274.00	\$1,358.00	-	-	-	\$837.00	\$832.00	\$1,916.00	15%	31
NW	RV1047 3403 10th St	Detroit 400KW 400DSE 673259	\$279.00	\$274.00	\$980.00	-	-	-	\$837.00	\$832.00	\$1,538.00	15%	24
NW	RV1044 3403 10th St	Detroit 500KW 500RXC5DT2 157689-0208	\$279.00	\$274.00	\$925.00	-	-	-	\$837.00	\$832.00	\$1,483.00	15%	24
NW	RV0901 4050 Main St	Olympian 75KW D75P2 E1060B/001	-	\$274.00	\$1,491.00	\$558.00	\$622.00	\$2,187.00	-	-	-	15%	31

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Load Test Cost	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests - Annual	Battery Replacement Discount off MSRP	Battery Group
NW	RV0904 4095 Lemon St	Kohler 1600KW 1600REOZMD SGM32J44N	-	\$274.00	\$1,485.00	\$558.00	\$622.00	\$2,181.00	-	-	-	15%	31
NW	RV0914 4000 Orange St	Onan 500KW DFEK-1990008 A200716985	-	\$326.00	\$3,535.00	\$558.00	\$674.00	\$4,405.00	-	-	-	15%	8D
NW	RV0914 4000 Orange St	Kohler 2000KW 2000REOZMD SGM32CJKJ	-	\$326.00	\$3,498.00	\$748.00	\$674.00	\$4,368.00	-	-	-	15%	8D
NW	RV1058 3960 Orange St	Caterpillar 800KW SR4B AFN00177	-	\$309.00	\$2,149.00	\$662.00	\$657.00	\$2,845.00	-	-	-	15%	4D
W	RV0921 4060 County Circle Dr	Cummins 2000KW DQKC AD10194801	\$331.00	-	\$1,544.00	-	-	-	-	-	-	15%	31
W	RV0922 4065 County Circle Dr	Cummins 2000KW DQKC AD10194802	\$279.00	-	\$1,455.00	-	\$348.00	\$2,151.00	-	\$558.00	\$2,013.00	15%	31
W	RV0922 4065 County Circle Dr	Kohler 62KW 60RE0ZJB 2129581	\$279.00	-	\$804.00	-	\$348.00	\$1,500.00	-	\$558.00	\$1,362.00	15%	24
W	RV1074 3075 Myers St	Kohler 100KW 100REOZJF SGM3266ML	\$331.00	-	\$1,655.00	-	-	-	-	-	-	15%	31
W	RV1087 10000 County Farm Road	Caterpillar 80KW C4.4 CAT00C44ED4B02697	\$331.00	-	\$1,585.00	-	-	-	-	-	-	15%	31
W	RV1087 10000 County Farm Road	CATERPILLAR 500KW SR-4B 8HG01623	\$331.00	-	\$1,585.00	-	-	-	-	-	-	15%	31
W	RV0927 7140 Indiana Ave	DETROIT DIESEL 400KW 400DSE 731960	\$279.00	-	\$1,148.00	-	-	-	-	-	-	15%	31
W	PR0808 800 S. Redlands Ave	CATERPILLAR 300KW 3406 4ZRO6098	\$279.00	-	\$1,647.00	-	-	-	-	-	-	15%	31
W	PR0810 137 S. Perris Blvd	CUMMINS DIESEL 150KW V-378-f2 C35322	\$331.00	-	\$1,620.00	-	-	-	-	-	-	15%	31
W	LE0504 333 Limited Street	CUMMINS DIESEL 150KW NT85565 30111764	\$279.00	-	\$933.00	-	-	-	-	-	-	15%	24

Region	Building # & Addresses	Manufacturer & KW & Model & Serial Number	Monthly Load Test Cost	Quarterly Preventative Maint. Cost	Annual Preventative Maint. Cost	Weekend Tests – Monthly	Weekend Tests – Quarterly	Weekend Tests – Annual	Before/After Hour Tests – Monthly	Before/After Hour Tests – Quarterly	Before/After Hour Tests - Annual	Battery Replacement Discount off MSRP	Battery Group
W	HM 0611 43950 Acacia Ave. Hemet	Spectrum Detroit 60KW LC1514J CAT0XQ35VJK800732	\$279.00	-	\$805.00	-	-	-	-	-	-	15%	24
W	MU1307 30755 Auld RD. Murrieta	Synchronous AC Gen 1800KW 744FSL5288BP 16725	\$374.00	-	\$4,036.00	-	-	-	-	-	-	15%	8D
W	MU1313 30755 Auld RD. Murrieta	Spectrum Detroit 750KW 750DS4 695305	\$331.00	-	\$2,114.00	-	-	-	-	-	-	15%	4D
W	RV0931 10001 County Farm Road	Kohler 80KW 80REOZJF 33JVGJMJC0086	\$279.00	-	\$806.00	-	-	-	-	-	-	15%	31
W	JV5916 6851 Van Buren Blvd	Generac 200KW SD0200 3015859485	\$279.00	-	\$1,157.00	-	-	-	-	-	-	15%	31
W	RV0967 3950 Reynolds Road	Kohler 80KW 80REOZJF 33JVGJMJC0088	\$279.00	-	\$834.00	-	-	-	-	-	-	15%	31
W	RV0972 3933 Harrison St	Cummins 500KW DFEK-1990012 A2007135509	\$331.00	-	\$1,559.00	-	-	-	-	-	-	15%	31
W	RV0972 3933 Harrison St	Generac 250KW 14876210100 2118383	\$279.00	-	\$1,300.00	-	-	-	-	-	-	15%	31

EXHIBIT C
PREVAILING WAGE REQUIREMENTS

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

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

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

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

D9.2.1) 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."

FMARC-93639-001-06.30 Bay City Equipment Industries Inc

Final Audit Report

2026-06-04

Created:	2026-06-04
By:	Bryce McManigal (brmcmmanigal@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwLORewOdEAI1UzmTroOH8pHg3HRFM-Oj

"FMARC-93639-001-06.30 Bay City Equipment Industries Inc" History

-  Document created by Bryce McManigal (brmcmmanigal@rivco.org)
2026-06-04 - 6:13:07 PM GMT
-  Document emailed to Rodney Lee (rlee@bcew.com) for signature
2026-06-04 - 6:13:15 PM GMT
-  Email viewed by Rodney Lee (rlee@bcew.com)
2026-06-04 - 6:15:51 PM GMT
-  Document e-signed by Rodney Lee (rlee@bcew.com)
Signature Date: 2026-06-04 - 6:21:03 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Document emailed to Austin Lee (alee@bcew.com) for signature
2026-06-04 - 6:21:09 PM GMT
-  Email viewed by Austin Lee (alee@bcew.com)
2026-06-04 - 6:21:37 PM GMT
-  Document e-signed by Austin Lee (alee@bcew.com)
Signature Date: 2026-06-04 - 8:25:37 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-04 - 8:25:37 PM GMT



Adobe Acrobat Sign

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

NOTICE OF EXEMPTION

June 4, 2026

Project Name: Approval of the Generator Preventative Maintenance Professional Service Agreement with Bay City Equipment Industries Inc. DBA Bay City Electric Works, Riverside County Facilities

Project Number: FM-30711

Project Locations: Multiple Sites Countywide (See attached table)

Generator Preventative Maintenance Locations				
Bldg #	Site Name	Site Address	City	Zip Code
BA0140	Twin Pines Ranch	49500 TWIN PINES RD	BANNING	92220
BA0124, BA0125, BA0127, BA0166, BA0176	Smith Correctional Facility	1627 S HARGRAVE ST	BANNING	92220
BE1620, BE1623, BE1622, BE1623, BE1610	Harmony Haven	14700 MANZANITA PARK RD	BEAUMONT	92223
BL0301	Blythe Sheriff	260 NORTH SPRING ST	BLYTHE	92225
CB3101	Cabazon Sheriff	50290 MAIN ST	CABAZON	92230
HM0611	Hemet Sheriff	43950 ACACIA ST	HEMET	92544
IN0710	AEOC	82695 DR CARREON DR	INDIO	92201
IN0717	Health Clinic	47923 OASIS ST	INDIO	92201
IN0718	Inpatient mental Health	47915 OASIS ST	INDIO	92201
IN0728	Indio Coroner	47225 OASIS ST	INDIO	92201
IN0735	Monroe Park	44199 MONROE ST	INDIO	92201
IN0781	Indio Law Building	82995 US HIGHWAY 111	INDIO	92201
IN0782	JJ Benoit Detention Center	82675 US HIGHWAY 111	INDIO	92201
JV5950	Sheriff Warehouse	7477 MISSION BOULEVARD	JURUPA VALLEY	92509
JV5904	Rubidoux Health Clinic	5256 MISSIOB BOULEVARD	JURUPA VALLEY	92509
JV5908	Sheriff - Special Investigation Bureau	1500 CASTELLANO RD	JURUPA VALLEY	92509
JV5916	Rubidoux Animal Shelter	6851 VAN BUREN BLVD	JURUPA VALLEY	92509
LE0504	Sheriff Station	333 LIMITED ST	LAKE ELSINORE	92530
ME2004	Mecca Clinic	91275 66 th AVE	MECCA	92254
MU1307, MU1313	Southwest Justice Center	30755 AULD RD	MURRIETA	92563
PD0001	Sheriff Palm Desert	73520 GERALD FORD DR	PALM DESERT	92211

PD2207	Sheriff Palm Desert	73705 GERALD FORD DR	PALM DESERT	92211
PG1101	Palm Springs CAC	3255 E TAHQUITZ CANYON WAY	PALM SPRINGS	92262
PG1105	Roy's Desert Resource Center	19531 MCLANE ST	PALM SPRINGS	92262
PR0808	Perris Coroner	800 S REDLANDS AVE	PERRIS	92570
PR0810	Perris Sheriff	137 S. PERRIS BLVD	PERRIS	92570
RV0901	Historic Court House	4050 MAIN ST	RIVERSIDE	92501
RV0904	Criminal Justice Building	4095 LEMON ST	RIVERSIDE	92501
RV0905	Riverside CAC Tower	4080 LEMON ST FL 11	RIVERSIDE	92501
RV0908	911 Comm	7195 ALESSANDRO BLVD	RIVERSIDE	92508
RV0914	Riverside Mental Health Admin.	4095 COUNTY CIRCLE DR	RIVERSIDE	92503
RV0921	Riverside DPSS Administration	4060 COUNTY CIRCLE DR	RIVERSIDE	92503
RV0922	Public Health Admin	4065 COUNTY CIRCLE DR # 208	RIVERSIDE	92503
RV0927	RUHS Health Clinic	7140 INDIANA AVE	RIVERSIDE	92504
RV0931	YTEC Riverside	10001 COUNTY FARM RD	RIVERSIDE	92503
RV0967	Restorative Transformation Center	3950 REYNOLDS RD	RIVERSIDE	92503
RV0972	RUHS-BH	3993 HARRISON ST	RIVERSIDE	92503
RV0990	Bankruptcy Court - Riverside	3420 12TH ST	RIVERSIDE	92501
RV1003	District Court Riverside	3470 12TH ST	RIVERSIDE	92501
RV1005	County Administrative Center - Annex	4080 LEMON ST FL 11	RIVERSIDE	92501
RV1016	Riverside ACR	6221 BOX SPRINGS RD	RIVERSIDE	92507
RV1044	Riverside Centre	3403 10TH ST	RIVERSIDE	92501
RV1058	Downtown Law Building	3960 ORANGE ST	RIVERSIDE	92501
RV1066	Gateway Office Building	2724 GATEWAY DR	RIVERSIDE	92501
RV1074	Myers MH Building	3075 MYERS ST	RIVERSIDE	92504
RV1082	Rustin MH Building	2085 RUSTIN AVE	RIVERSIDE	9250
RV1087	YTEC Riverside	10000 COUNTY FARM RD	RIVERSIDE	92503
RV1088	Riverside EOC	450 E ALESSANDRO BLVD	RIVERSIDE	92508
TR5309	Central Plant	86655 AIRPORT BLVD	THERMAL	92274

Description of Project: Bay City Equipment Industries, Inc., dba Bay City Electric Works, provides generator repair and preventative maintenance services to keep existing generators fully operational without significant downtime. Services include the use of advanced diagnostic tools to quickly identify faults, determine components requiring replacement, and perform installation and repair work to restore and maintain system functionality. To ensure reliability, generator performance is further validated through load bank testing, electrical testing, voltage calibration, frequency output verification, and post-repair operational checks to verify units are ready for service. Their ability to provide same-day service options and 24/7 emergency support ensures immediate access to specialized generator services when needed, reducing downtime and supporting the continuity of critical County operations.

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

Name of Public Agency Approving Project: Riverside County

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

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

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

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

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

Signed:  Date: 6-4-2026

Mike Sullivan,
County of Riverside, Facilities Management