### SERVICES AGREEMENT

### COLLICUTT ENERGY SERVICES, INC.

### [Generator Maintenance Services For General Services Fleet Management]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and Collicutt Energy Services, Inc. a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services**. Contractor shall furnish all labor, materials and equipment for and perform the work of Generator Maintenance Services for General Services Fleet Management ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. Term. This Agreement shall be in effect for an initial 24 month term, from July 1, 2018 through June 30, 2020, unless otherwise terminated pursuant to the provisions herein. This agreement may be extended for up to three (3) additional one (1) year terms, not to exceed five (5) years, based upon acceptable performance by company, acceptable fees and subject to the same terms and conditions of the agreement.

3. **Compensation**. City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price of Three Hundred Thirteen Thousand, Eight Hundred-Eight Dollars, and Ninety-Eight Cents (\$313,808.98). City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. General Compliance with Laws. Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate**. As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties**. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the

Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel**. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. Independent Contractor. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. Indemnification. Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

#### 11. Insurance.

11.1 <u>General Provisions</u>. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 <u>Workers' Compensation Insurance</u>. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 <u>Commercial General Liability and Automobile Insurance</u>. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following

provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination**. City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors**. City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest**. Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. Solicitation. Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

Prevailing Wage. If applicable, pursuant to Section 1771 of the California Labor 17. Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates available on-line is at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

18. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>To City</u>	To Contractor
General Services	Collicutt Energy Services, Inc.
City of Riverside	Attn: Bill Dauley
Attn: Monique Gordon	12349 Hawkins Street
3900 Main Street	Santa Fe Springs, CA 90670
Riverside, CA 92522	

19. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. Amendments. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

### [SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_

City Manager

Attest:

City Clerk

Certified as to Availability of Funds

By: Chief Financial Officer

Approved as to Form: By: V

Ruthann M. Salera Deputy City Attorney

COLLICUTT ENERGY SERVICES, INC., a California Corporation

By: ack [Printed Name]

Theral [Title]

By:

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Title]

Collicuatt Energy Services, Inc. 18-0679 RME 5-17-18

## EXHIBIT "A"

# SCOPE OF SERVICES



## Statement of Understanding and Approach

Collicutt Energy appreciates that quality and efficiency are the key ingredients to making this contract work for both parties. In an effort to make this work we will be approaching the maintenance visits with a pre-planned approach as follows:

- 1. Our service department will work with City of Riverside employees to schedule each visit and confirm primary and secondary contact information.
- 2. Perform quarterly maintenance inspections on each generator. The inspection will follow our inspection work order (see attached).
  - a. On first inspection visit we will be confirming each unit's oil filter(s), fuel filter(s), coolant filters(s), and water separator filter(s). This will insure that the annual service goes smoothly.
  - b. On first inspection the area salesman will accompany the technician taking pictures and making notes for access, load testing, and equipment locations. This information will then be placed in a folder for that specific location, which can be accessed by any technician or supervisor on future visits or emergencies.
  - c. If the first visit to a generator site is to be an annual service, then we will need to plan for an initial site visit by Collicutt personnel to confirm all filters, equipment location(s), and access.
- 3. Perform the annual service, coolant flush, transfer switch visual inspection, load testing, and refueling in one visit if possible. As we work with the City of Riverside we will try to minimize the impact to their workforce by scheduling services together. If these services cannot be scheduled together, we will work to identify the most efficient method of getting these done.
  - a. Waste materials will be brought to the shop for proper disposal.
  - b. Due to the size of some of the units, the work may require multiple technicians and/or multiple trucks. We will work with the City staff to plan the appropriate amount of labor, equipment, and material for each generator service.
- 4. After each maintenance visit, the service department will work with the City of Riverside to provide detailed work orders and invoicing. Once the invoicing process is detailed, Collicutt will include this information into the job site folders for internal access and correct invoicing repetition.
- 5. After each maintenance visit the technician's recommendations and notes will be provided to the City of Riverside for a determination of action. Should a quote for repairs be required, Collicutt will provide the quote. Turnaround time for quotes is normally 24-48 hours.

This methodology has worked well for Collicutt Energy in the past. Should City of Riverside have any suggestions on this process Collicutt is open to listening, modifying, and implementing those suggestions.

### EXHIBIT "B"

## COMPENSATION

### EXHIBIT C – Pricing Worksheet GENERATOR MAINTENANCE PRICING WORKSHEET

#### TOTAL YEARLY MAINTENANCE EXPENSE FOR ALL CITY GENERATORS:

1.	QUARTERLY INSPECTIONS	\$36,540.00
2.	ANNUAL PREVENTATIVE MAINTENANCE & COOLING SYSTEM SERVICING	\$41,079.16
3.	ANNUAL OIL AND FUEL SAMPLING/TESTING	\$3,989.33
4.	ANNUAL LOAD TESTING	\$25,296.00
5.	ANNUAL RELIABILITY TESTING	Included w/ Load Testing
6.	ANNUAL TRANSFER SWITCH GEAR INSPECTION	Included with Annual Gen. Maint
7.	MAINTAINING OF FUEL LEVELS	35% over cost
8.	WORK ORDER AND RECORDS MAINTENANCE	included with Annual Gen. Maint
то	TAL ANNUAL GENERATOR MAINTENANCE BASE COST BY LOCATION	\$106,904.49
<u>AD</u>	DITIONAL EXPENSES	
1.	BASE HOURLY RATE FOR REPAIRS AND MAINTENANCE AS REQUESTED	\$120/Hr
	NORMAL BUSINESS HOURS AREAM TOPM	
	NORMAL BUSINESS DAYS ARE	
2.	EMERGENCY ON CALL HOURLY RATE	\$180/Hr
	EMERGENCY ON CALL HOURS ARE FROM <u>4 PM</u> AM TO 7 AM PM	
	EMERGENCY ON CALL DAYS ARE	
	EMERGENCY ON CALL HOLIDAY PER HOUR RATE	<u>\$240/Hr</u>
3.	EMERGENCY CALL PER MILE RATE	\$1.75/Mile
4.	FUEL LEVEL MAINTENANCE - DIESEL FUEL MARK UP PER GALLON ABOVE COST	35%
	LABOR TO TOP OFF FUEL TANKS WHILE ONSITE FOR INSPECTIONS OR	
	MAINTENANCE SHALL BE INCLUDED IN THE ANNUAL GENERATOR	
	MAINTENANCE BASE COST.	
5.	MATERIALS/PARTS MARKUP	%

# EXHIBIT "C"

# KEY PERSONNEL



**Cover Letter** 

Collicutt Energy Services 12349 Hawkins St Santa Fe Springs, CA 90670

Novermber 13, 2017

City of Riverside General Services Department 3900 Main St Riverside, CA 92522

RE: Generator Maintenance Services bid proposal.

Thank you for accepting this bid from Collicutt Energy Services for Generator Maintenance Services in the City of Riverside.

 $X_{ij} \neq i \in \{1, \dots, N_{i}\}$ 

The RFP has been reviewed, and the services required in the proposal are well within our equipment and staff capabilities. The work to be performed is similar to work that Collicutt has performed for other municipalities, and we are willing to execute a contract with the City of Riverside.

The contact person for any inquiries about the attached proposal will be:

Bill Dauley Bill.dauley@collicutt.com Office: 562-944-4413 Cell: 562-360-0337

Collicutt Energy has been providing generator maintenance services for over 25 years, with a significant presence in California for over 10 years. Our team has worked with the specific generator makes and models listed in this RFP, and our service and repair experience on these generators runs from the air intake through the exhaust system, and from the fuel delivery to emergency power readiness. We appreciate this opportunity to serve, and we look forward to working with the City of Riverside.

Sincerely,

Bill Dauley Product Support Sales

12349 Hawkins Street Fax 562.944.4415 Santa Fe Springs, CA 90670 collicutt.com



### **Company Information**

**Collicutt Energy Services Inc.** 

CEO Stephen Collicutt 403-302-6500

General Manager Jack Harris 562-944-4413

### **California Branches**

SANTA FE SPRINGS Collicutt Energy 12349 Hawkins St. Santa Fe Springs, CA 90670 Phone: 562-944-4413 Fax: 562-944-4415

SAN DIEGO Collicutt Energy 1209 Broadway St. El Cajon, CA 92021 Phone: 619-564-7370 Fax: 619-564-7747

SACRAMENTO Collicutt Energy 940 Riverside Parkway, Ste 80 West Sacramento, CA 95605 Phone: 916-371-4794 Fax: 916-371-7229

C10 License # C2935367 CA Resale # SRJHF 100-902811 NAICS: 423610 CAGE: 5B8V3



## **Company Personnel**

Name	Title	Office	Cell	Email
Jack Harris	General Manager	562-944-4413	562-321-0406	jack.harris@collicutt.com
Mike Lewandoske	Director of Service Operations	562-944-4413	562-652-8328	michael.lewandoske@collicutt.com
Monica Torres	Service Supervisor	562-944-4413	562-412-3665	monica.torres@collicutt.com
Bill Dauley	Product Support Sales	562-944-4413	562-360-0013	bill.dauley@collicutt.com
Naggie Mina	Generator Technician			
Mark Gonzalez	Generator Technician			
Henry Freow	Generator Technician			
Jacob Halsted	Generator Technician			
Brent Graham	Generator Technician			

General Manager Jack Harris

Jack has been working in the generator industry for over 35 years. His experience ranges from field technician, to sales and management. Jack has worked with multiple generator platforms and including industrial, mobile, rental, and small portables. Jack's history and local experience allow Collicutt to simplify complex problems by providing efficient, knowledgeable solutions.

Director of Service Operations Mike Lewandoske

Mike has worked in the generator industry for 20 years with specific training in Kohler and MTU generators. Currently Mike works with our in-field team to provide troubleshooting support by interfacing with manufacturers and suppliers, then supplying solutions to our customers. Before working with Collicutt Energy, Mike was the Senior Training Specialist at the Kohler factory. Mike's experience provides our team with a strong foundation, and engineering level support.

Technician Naggie Mina

Naggie's worldwide experience repairing and servicing generators is a key component to Collicutt's success. As a trained MTU and Kohler technician, Naggie has not only worked here in California, but in

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harsher environments such as Qatar and Egypt, and is familiar with both marine and land based generators. With 13 separate MTU cerfications, and over 15 years in-field experience Naggie brings experience and knowledge to our team.

Training: MTU 4000 M1/M+M2+M3 – Germany 3/2004 MTU 4000 M1/MDEC – Germany 3/2004 MTU M5/M – Germany 2/2007 MTU 2000 M1/E ADEC/M – Germany 9/2007 MTU 560M1//M+M2 DDEC IV – Turkey 10/2011 MTU 4000-03 M1/M – Germany 6/2012 MTU 4000-03 M3/M – Germany 6/2012 MTU 4000-03 M3/M – Germany 6/2012 MTU ECU-7/E3 for Blue-/Smartline – Germany 10/2012 MTU ECU-7, ECU-8/G – USA 10/2012 MTU OED-S5 – Germany 1/2013 MTU PSPM-TOGA – Germany 1/2013 MTU BLUEVISION E3/M – Germany 3/2015 MTU MM7-DEIF CONTROLLERS – Qatar 4/2016

Technician Mark Gonzalez

Mark has been working in the generator industry since 2003, and has experience with every major generator manufacturer. Mark has been provided factory training by Caterpillar, Kohler, and MTU. Additionally, Mark has been certified with GE switches, and trained in arc flash safety. Mark is a key component to our service knowledge.

Denver Automotive and Diesel College – 4/2007 Caterpillar C9 Engine Class – 4/2006 Caterpillar C15 Engine Class – 6/2006 Kohler Industrial Generators and ATS Training/Certification 7/2013 Arc Flash Safety Class 7/2014 EGSA Advanced School 4/2015 GE Critical Power ATS Product Service School 3/2014 MTU S1 and S2 Training 9/2015

Technician Henry Freow

Henry began working on generators when he joined the Army, and has continued to work on them for the last 32 years. Henry's his solid resume and results oriented work ethic have allowed Collicutt to succeed. Henry has been factory trained by Generac, Multiquip, Kohler, and Thompson Technologies.

Collicutt Energy Services, Inc. Phone 562.944.4413 12349 Hawkins Street Fax 562.944.4415 Santa Fe Springs, CA 90670 collicutt.com



#### Training

- ITT Technical Institute 60 Semester Hrs Electrical Engineering Nov 1983 to May 1985
- U.S. Army Corps of Engineers, MOS 52D10/20/30 Power Generation Equipment Repairer -2/1986
- MultiQuip Generators Field Service Training/Certification 9/1999
- U.S. Army R.T.S.M. BNCOC 52D20 Power Generation Equipment Repairer 9/2000,
- U.S. Army N/G Camp Williams BNCOC 52D20 Power Generation Equipment Repairer 2/2002,
- Thompson Technologies ATS & Controller Field Service Training/Certification 12/2002
- Kohler Generators and ATS Field Service Training/Certification; Sheboygan, WI 6/2005
- Generac Controller, Generator, ATS Field Service Training/Certification 3/2006
- Kohler Generators and ATS Field Service Technician Training/Certification; Houston TX 12/2012

#### Technician Jacob Halsted

Jacob has worked on both rental and stationary generators for the last 4 years. Jacob began working in the yard maintaining rental generators and quickly graduated to in-field operations. A quick learner, Jacob has used his education in Industrial Electrical work and his knowledge of mechanical systems to excel in the generator maintenance industry. Jacob has received in house training on service, service schedules, and safety pertaining to multiple generator manufacturers.

#### Training

• Arc Flash Safety Training – 3/2015

Technician Brent Graham

Brent started working with generators back in the year 2000. Starting as a rental fleet technician, Brent has been performing emergency repairs since 2003. When Collicutt started their own rental fleet back in 2010, Brent came on board, and since that time he has started working in the field for our service department in addition to rentals. Brent's knowledge and quality work are key to Collicutt's success.

Training

- Kohler Industrial Generator and ATS Training 9/2003
- Kohler PD100 Switchgear Training 6/2004

### CERTIFICATE

STATE OF California ) ) SS: COUNTY OF Los Angeles)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the <u>Collicutt Energy Services Inc.</u>, a corporation existing under the laws of the State of <u>Delaware</u>, held on <u>June 25</u>, 20<u>18</u>, the following resolution was duly passed and adopted:

"RESOLVED, that Jack Harris, as <u>General Manager</u> of the Corporation, be and is hereby authorized to execute the Agreement for <u>Services</u> between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this <u>25th</u>, day of <u>June</u>, 20<u>18</u>.

Mint

Secretary

(SEAL)

