

SERVICES AGREEMENT

BAY CITY EQUIPMENT INDUSTRIES, INC. dba BAY CITY ELECTRIC WORKS

[Generator Maintenance Services for General Services Fleet Management]

On this ____ day of _____, 2021, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"); and BAY CITY EQUIPMENT INDUSTRIES, INC., a California corporation doing business as BAY CITY ELECTRIC WORKS ("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 36 month term, from the date first written above ("Effective Date") through June 30, 2024 unless otherwise terminated pursuant to the provisions herein. This agreement may be extended for up to two (2) additional on (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 not to exceed **Five Hundred Eighty-One Thousand Seven Hundred Seven Dollars and Ninety-Five Cents (\$581,707.95)**, unless an increase is agreed to by the parties. 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 General Provisions. 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 Workers' Compensation Insurance. 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 Commercial General Liability and Automobile Insurance. 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.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor 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 is available on-line 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/PublicWorks/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:

To City

General Services/ Admin
City of Riverside
Attn: Jessica Spiking
3900 Main Street
Riverside, CA 92522

To Contractor

Bay City Equipment Industries, Inc.
Dba Bay City Electric Works
Attn: Sam Apodaca
8647 Helms Avenue
Rancho Cucamonga, CA 91730

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: _____
Ruthann Salera
Deputy City Attorney

BAY CITY EQUIPMENT INDUSTRIES,
INC., doing business as BAY CITY
ELECTRIC WORKS

By: _____
Rodney C. Lee
[Printed Name]

President
[Title]

By: _____
LUKE LIVAK
[Printed Name]

CFO
[Title]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A - Scope of Services
GENERATOR MAINTENANCE SERVICES

The City of Riverside is seeking generator maintenance services. The selected vendor shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

- I. CONTRACTOR will inspect and provide corrective and preventive maintenance for forty four (44) generators per the attached unit list and descriptions (see Exhibit 'B'). Contractor shall provide the following services:
 - a. Visual and operational inspection shall be performed every three (3) months.
 - b. Lubrication and maintenance shall be performed every twelve (12) months or as required by the equipment manufacturer.
 - c. Generator set reliability test shall be performed every twelve (12) months to ensure that the generator is capable of delivering power per the equipment/generator rating.
 - d. Visual inspection of transfer switch gear shall be performed every twelve (12) months.
 - e. Annual cooling system flush to be done every twelve (12) months.
 - f. Perform annual fuel and oil sample testing and provide results.
 - g. A generator set load test shall be performed and documented every twelve (12) months. Generator load testing shall be performed with a load bank trailer. The load test will include set up, tear down and up to two (2) hours of load testing. Load tests shall be coordinated with Fleet. The load test shall not interrupt electrical service during normal business hours. Testing will need to be performed outside of normal business hours if a power interruption is anticipated.
 - h. Maintain fuel levels of not less than 80 and not to exceed 90%. (Fuel will be an additional invoiced expense and be a delivered price).
 - i. Work orders to fully document all work performed. Work orders will be required for inspections, preventative maintenance, refueling, testing, service calls and any work performed on the generator. All work orders to include but not limited to the actual hour meter reading, date and time work was performed, name of technician performing the work, City unit number, and fuel level readings. Work orders and invoices must be sent electronically to fleetinvoices@riversideca.gov within five (5) days of service being performed. Work orders must be generated per unit, do not combine work or inspections from multiple units to one work order or invoice.
 - j. The SCAQMD generator hour log book shall be updated by the technician each time the generator is visited in accordance with SCAQMD regulations.

Technician will verify that the generator operating permit is onsite and document the expiration date on the work order.

- k. Provide on call repair services and arrive on-site within three (3) hours. Service calls are anticipated at a frequency of ten (10) times per year.

- II. CONTRACTOR shall furnish all personnel, parts, materials, tools and services to perform the scope of work as outlined above.

****End of Scope of Work – Generator Maintenance Services****

EXHIBIT B - Generator List

UNITS	LOCATION DESCRIPTION	LOCATION ADDRESS	YEAR	MAKE	MODEL	HP	KW	SERIAL NUMBER
V201	Station 4	3510 Cranford	1981	Onan	12.0DJC-3CR		12	A810546343
V202	Station 7	10191 Cypress	1981	Onan	12.0DJC-3CR		12	A810546344
V203	Van Buren & RR Tracks	See Note 1 Below	1981	Sullair	N78	78		W13443929D3400X269
V205	Fire Station 9	6674 Alessandro	1981	Onan	12.0DJC-3CR		12	L810602821
V211	Station 10	2590 Jefferson	1982	Onan	12.0DJC-3CR		12	1820632264
V226	Corp Yard	8095 Lincoln Ave.	1985	Cat	3406TA 155KW	201	150	85Z01771
V255	Station 8	11076 Hole	1987	Onan	12.0DJC-3CR		12	D770230368
V281	Station 11	19595 Orange Terrace	1989	Onan	12DJCL2468D		12	E880122788
V285	Wood Road Lift	7802 Wood Rd.	1989	Cat	SR4	398	350	2WD01182
V288	PD Lincoln	8181 Lincoln Ave.	1988	Onan	150DGFA	277	150	F880136265
V317	UOC	2911 Adams	1995	Generac	93A05482-S	240	275	2011620
V324	Pierce St. Lift Station	3930 Pierce St.	1995	Cat	3508	993	900	23Z05808
V329	City Hall	3900 Main St.	1999	Generac	SD0150	229	150	2043553
V330	Central Library	3581 Mission Inn Ave	1999	Generac	SD020	36	20	2043555
V332	PD Orange (Basement)	4102 Orange St.	1999	Generac	SD080	125	80	2043554
V333	Arlington Ave. Storm Wtr Pump Stn	3385 Arlington Ave	1999	Kohler	100REOZJ	166	105	608335
V337	PU Springs Sub Station	2221 Eastridge Ave.	2002	Cat	3412	1043	700	AFK00303
V348	UOC (Lock-Up Behind Fire Maint.)	8095 Lincoln Ave.	2008	Wisperwatt	DCA-150SSJU3	237	177	5SLBG17258L003899
V355	UOC	2911 Adams St.	2009	Generac	SD0150	237	150	2103286
V356	Gage Canal	1271 S.Tippecanoe, S.B.	2009	Generac	SD0150	197	150	2103287
V357	Gage Canal	1271 S.Tippecanoe, S.B.	2009	Generac	SD0400	462	400	2103290
V358	Linden Booster	1450 Linden St.	2009	Generac	SD0400	462	400	2103291
V359	UOC	2911 Adams St.	2009	Generac	SD0400	616	400	2103292
V362	Station 2	9450 Andrew	2010	Generac	SD030	49	36	2106701

UNITS	LOCATION DESCRIPTION	LOCATION ADDRESS	YEAR	MAKE	MODEL	HP	KW	SERIAL NUMBER
V363	Station 3	6395 Riverside Dr.	2010	Generac	SD030	49	30	2106702
V365	Station 12	10692 Indiana Ave.	2013	Generac	15899150100	389	230	371535
X256	Station 5	5883 Arlington	2005	Generac	SD150	264	150	2081071
X261	Station 6	1077 Orange St.	2007	Cummins	DSHAB-5776028	364	175	I060973181
X262	Station 13	6490 Sycamore Canyon	2007	Cummins	DSHAB-5775992	364	175	11641038
X263	Station 14	725 Central Ave.	2007	Cummins	DSHAB-5769699	364	175	G060946263
X266	PD Orange (Outside)	4102 Orange St.	2005	Olympian	D80P4	126	80	V235022M
X267	PD Magnolia Center	10540 Magnolia Ave.	2007	Generac	6061570100	750	500	2085943
X268	PD Heliport	7020 Central Ave.	2001	Generac	95A0159-S	223	250	5YF02305
X269	PU Box Springs Radio Site	1210 Box Springs Mt.	2000	Generac	SG045	62.3	45	2072180
X270	PU Orange Terrace Reservoir	20430 Grove Corn Dr.	2001	Generac	SG020	34.8	20	2065713
X271	PU Tilden Reservoir	11869 Creughton St.	2001	Generac	SG020	34.8	20	2065712
X273	EOC	8095 Lincoln Ave.	2008	Cummins	DQDAA-5856166	399	250	D070049164
X283	City Hall	3900 Main St.	2008	Generac	DS400	617	400	2098080
X310	PU Rerc	5901 Payton Ave.	2010	Cat	C32 Blackstart	1502	1000	482515
X337	Station 1	3401 University	2012	Cat	C15	865	500	00000PC5E03601
X348	Nogales St (Behind DMV)	6400 Nogales St	2010	Cummins	GGHH5789090			I100158388
X349	Streeter & Dewey St.	6420 Streeter St	2013	Genet	250	398	250	000C9ENBP00634
X350	Riverside Ave & Merrill	See Note 2 Below	2014	Kohler	350RE0ZI		350	SGM32BKHN
X351	14th St. & Lime	3435 14 St.	2016	Generac	A2400TGEN1	49	36	300036868

Note 1: Located across the street from Brookhurst Mill 3315 Van Buren Blvd. in open field South of train tracks North of Rudicill St.

Note 2: Located behind Marie Calendar's 3505 Merrill Ave.

EXHIBIT "B"
COMPENSATION



KOHLER POWER SYSTEMS

8647 Helms Ave., | Rancho Cucamonga, CA 91730 | Phone: 959-838-8200
Fax 919-828-8217 | www.kcoew.com

Planned Maintenance and Annual Service Contract/Agreement-All Units

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

Servicing Agent: Service Sales Acct Manager Sam Apodaca 8647 Helms Ave Rancho Cucamonga, CA 91730 Proposal# 130458		Customer and Billing Information City of Riverside Billing Address Finance Department, Purchasing Division Billing City Riverside ST CA Zip 92507 Email Address: Ralames@riversideca.gov Contact: Ralames, James PH: (951) 928-6813 Fax: New Contract Renewal Contract Customer Preferred Payment Method (Email or Hard Copy)	
---	--	---	--

Total Equipment Diesel Units 41 Propane Units 0 ATS Units 0 Gas Units 0 Natural Gas Units 0 Switchgear 0				Payment Term Request Net 30 COD Credit Card
---	--	--	--	---

Prevailing Wage/Certified Payroll Contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Initial Initial	T&M/Quote/ & Emergency Labor Rates-All Units \$ 188.00 Regular (7am-4pm) \$ 226.00 Overtime (non-business hrs) \$ 278.00 Double Time/Sundays/Holidays Mileage/Travel Charge-T&M, Quote and Emergency \$ 3.50
---	---

PM Schedule and Pricing <table border="1"> <thead> <tr> <th>Plan Selected</th> <th>Total Generators on Contract</th> <th>Total ATS Units on Contract</th> <th>Remote Monitoring</th> <th>Annual Cost of PM Services</th> </tr> </thead> <tbody> <tr> <td>Weekly + Major Service</td> <td>0</td> <td>0</td> <td>No</td> <td>\$0.00</td> </tr> <tr> <td>Bi-Weekly + Major Service</td> <td>0</td> <td>0</td> <td>No</td> <td>\$0.00</td> </tr> <tr> <td>Monthly + Major Service</td> <td>0</td> <td>0</td> <td>No</td> <td>\$0.00</td> </tr> <tr> <td>Quarterly + Major Service</td> <td>44</td> <td>0</td> <td>No</td> <td>\$80,288.11</td> </tr> <tr> <td>Semi-Annual + Major Service</td> <td>0</td> <td>0</td> <td>No</td> <td>\$0.00</td> </tr> <tr> <td>Annual-Major Service Only</td> <td>0</td> <td>0</td> <td>No</td> <td>\$0.00</td> </tr> </tbody> </table>				Plan Selected	Total Generators on Contract	Total ATS Units on Contract	Remote Monitoring	Annual Cost of PM Services	Weekly + Major Service	0	0	No	\$0.00	Bi-Weekly + Major Service	0	0	No	\$0.00	Monthly + Major Service	0	0	No	\$0.00	Quarterly + Major Service	44	0	No	\$80,288.11	Semi-Annual + Major Service	0	0	No	\$0.00	Annual-Major Service Only	0	0	No	\$0.00
Plan Selected	Total Generators on Contract	Total ATS Units on Contract	Remote Monitoring	Annual Cost of PM Services																																		
Weekly + Major Service	0	0	No	\$0.00																																		
Bi-Weekly + Major Service	0	0	No	\$0.00																																		
Monthly + Major Service	0	0	No	\$0.00																																		
Quarterly + Major Service	44	0	No	\$80,288.11																																		
Semi-Annual + Major Service	0	0	No	\$0.00																																		
Annual-Major Service Only	0	0	No	\$0.00																																		
Additional Services Requested for Optimum Equipment Maintenance Resilient Load Bank Testing-See Unit Contract for Individual Pricing \$34,089.80 NFPA 110 Three (3) Year Load Bank Testing - See Unit Contract for Individual Pricing \$0.00 Automatic Transfer Switch Services-See Unit Contract for Individual Pricing \$16,182.50 Thermal Graphics Imaging- See Unit Contract for Individual Pricing \$0.00 Diesel Refueling Service (Price per gallon is subject to market adjustments as required). Fuel Pricing for up to 100 gallons delivered during scheduled services plus Environmental Fees and \$25.00 delivery charge during PM services. Any additional fuel requested is subject to additional labor charges at contract rates-See Unit Contract for Approved Refueling Market Rate, Under 100 gallons no additional labor charge. Over 100 gallons Labor billed at Contract Rates Fuel and HAZMAT Fees Annual Diesel Fuel Analysis Test (Fuel Sample)-See Unit Contract for Individual Pricing \$7,560.00 Annual Fuel Polishing Service -See Unit Contract for Individual Pricing \$0.00 Optional Spark Plugs, Distributor cap and Rotor Replacement at Annual Service (Gas units only)-See Unit Contract for Individual Pricing See Individual Contract Optional Air filter replacement during annual service (based on inspection)-See Unit Contract for Individual Pricing \$0.00 Annual Coolant Service \$10,282.74 Bolt Monitoring System for Generators on Contract-Total Annual Pricing for Monitoring Service-See Unit Contract for Individual Pricing \$0.00																																						
Contract Term -- See Individual Unit Contracts		Contract(s) Total w/o Tax per Year \$143,902.85																																				
Additional Contract Information		Contract(s) 3 Year Term Total w/o Tax \$431,707.95																																				

This is not a legal contract to property or authorized signer is not financially obligated for payment unless service is rendered. Payment obligation rendered when services are received. Prices are based on all services being completed between 7:00am and 4:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level. Labor rates and contract PM rates are not considered for prevailing wage or certified payroll delegated jobsites unless stated explicitly in "Additional Contract Information" field. If prevailing wage or certified payroll is required, notification is required to Bay City Electric Works dispatching personnel prior to commencement of dispatching technician to jobsite for any field service requested. Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year starting date below, unless otherwise specified, and if not terminated in writing after contract expiration then automatic renewing of the contract goes into effect with a 2% increase per year to contract capping out at 10%. This agreement may be terminated at any time by either party upon 30 days written notice, or other notice as required by law addressed to last known address of the other party. No claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within 30 days from the date of presentation. Air filters are only installed if option is chosen on contract with additional cost to customer; if option is not chosen, Bay City Electric Works will recommend replacement with quote approval only at next service interval. Execution of contract is based on establishment of a credit account with Bay City Electric Works Inc.. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional travel cost will result if scheduled separately.

Proposed By: Bay City Electric Works Accepted By: _____
(Servicing Agent) (Customer's Printed Name)

By: Sam Apodaca _____
828-423-4011 (Customer's Signature)

Date: Friday, October 16, 2020

Purchase Order # _____

Date: _____

Preventative Maintenance Services

(INCLUSION) Bay City will perform the following Reliability Inspection & Maintenance Services, to include transportation, labor, and materials for work performed during regular business hours, Monday through Friday between the hours of 7am and 4pm. If services are needed to be performed before or after normal business hours, contract pricing will reflect overtime charges.

Inspection of engine/generator controller for defects. Clean controller and check connections.

Check all fluid levels and top off as necessary. (Fuel is Excluded but if agreed in the contract can be topped off at every visit with no additional labor, only the price of fuel will be charged to customer separately)

Inspect diesel fuel tank, day tank, fuel lines and fittings for defects. Repair if minor.

Check equipment for any fuel, coolant, and/or oil leaks. Tighten fittings as necessary.

Inspect all engine drive belts, pulleys and hoses for defects. Adjust belts if necessary.

Inspect the radiator fan, shroud, and radiator core fins for restrictions, cleanliness and/or defects.

Inspect block heaters for proper operation.

Inspect the exhaust system for any cracked or broken parts. Tighten all mountings as necessary.

Inspect the fuel injection pump, transfer pump and governor system for defects.

Check and clean batteries to include terminals. Check electrolyte and specific gravity levels. Apply terminal preservative. Check battery cables and connections.

Inspect auxiliary battery charger for proper operation. Adjust as necessary.

Check air cleaners and filters for any restrictions or defects. Clean as necessary.

Check turbo charger for tolerance and freedom of movement.

Inspect the generator main circuit breaker for loose connections and heat marks.

Inspect generator alternator for heat and wear. Blow dust out of stator. Inspect bearing if possible.

Check electrical wiring for signs of abrasion, chaffing, and/or corrosion at connectors.

Inspect the transfer switch for any defects. Ensure the exercise clock is operational and is set to the customer specific time for exercise. Lubricate mechanical parts if possible.

Upon completion of Items 1-17 start and run the equipment. Record all gauge readings. Test engine safety shut down devices to ensure proper safety operation. Check voltage and frequency outputs at the ATS emergency input terminals. Make adjustments if necessary.

While the unit is operating check for any fuel, oil, or coolant leaks. Repair minor leaks if possible.

Check battery charging alternator for proper DC voltage. Adjust if necessary.

Check fuel and governor system for proper operation. Adjust governor if necessary.

Check equipment for abnormal vibrations and noises. Document any such findings.

If practical and upon owner's permission, simulate an under load power failure to ensure the proper operation of the emergency backup system. Owner must make loads available, and it must be practical for the end users of the electrical systems for such testing to be performed.

Check, clean and spot paint, equipment, if necessary to prevent corrosion and preserve the overall appearance of the piece of equipment.

Provide a written report of the condition of the equipment to the end user responsible for the equipment. Note all discrepancies found. A formal proposal will be submitted to the end user within (3) working days for the cost of the repair. If the unit is out of service a proposal will be provided immediately.

ANNUAL MAINTENANCE SERVICES (Once per year) Included in the annual price.

All items in the preceding visit.

Change engine lubricating oil and filters as per manufacturer specification.

Check air cleaner filter as per manufacturer specification. Automatic replacement option available to customer in contract terms if requested.

Replace diesel fuel filter as per manufacturer specification.

Replace coolant filter (if applicable)

Dispose of hazardous waste from service in accordance with California State Law.

In between services it is the owner/operator's responsibility to check the general conditions and fluid levels of the equipment. If you are ever in doubt call Bay City for advice.

Additional Maintenance Services Optional to Customer

Load Bank Testing (Reactive)

New or existing emergency generators should be tested once per month for a period of 30 minutes, preferably with a building load. The system should be load bank tested at full rated load a minimum of once a year. The test should be for (1) one hour to ensure the proper operation of the stand-by system. A (1) one hour reactive load bank test (at customer request) to include all cable, equipment, labor and travel:

NFPA Load Bank Testing certified and member of the NFPA. Bay City Electric Works offers customers all load bank testing requiring NFPA standards and is fully certified to offer such services.

All load bank testing performed by Bay City follows NFPA 110 standards for load bank testing unless otherwise requested by the customer at the time of service. Bay City Electric Works assumes no responsibility to customer obliged laws and regulations on load bank testing requirements placed upon their facilities.

All load banking equipment owned, maintained and operated by Bay City Electric Works and technicians certified to operate.

Load bank Testing (Reactive)

Bay City Electric Works offers reactive load bank testing to customers with equipment owned and maintained by Bay City Electric Works to eliminate the need to sub contract such requested work.

Reactive Load bank testing pricing available upon request and quotes are available or can be performed on a T&M basis.

Automatic Transfer Switch Services

An extremely critical aspect of the emergency generators operation is the function of the ATS. The emergency generator may function properly but if the ATS does not function properly, you will still be in the dark without emergency power.

For those customers who are unable to perform a simulated power outage by dropping out the main circuit breaker during normal business hours, we will provide an ATS service and test on a pre-designated Saturday or before and after hours (additional charges may apply). The ATS service will require that the power be turned off to the transfer switch for about 30 to 45 Minutes.

Ability to obtain factory parts for all types of Transfer Switches are available. If repairs are needed due to test revealing a failure. Rental ATS units are available through Bay City Electric Works for an additional charge. If such event occurs to ensure customer equipment is operational to full capacity until repairs are completed.

Thermal graphic imaging and reporting capabilities by certified generator technicians available. Thermal graphic imaging is a valuable tool for diagnosing automatic transfer switch problems and also for identification of hot spots in wiring and switches into the breaker units. TGI is available as a contract service upon request and can be inserted in the normal ATS service scheduled if optioned by customer for an additional charge. Also available on a T&M basis and used (if approved) for diagnosing generators, switchgear.

All thermal graphic imaging equipment owned and operated by Bay City Electric Works.

Fuel Polishing Services

Fuel polishing is a procedure that removes water and sediment contaminants which settle in the bottom of the fuel tank. These contaminants occur naturally over time. To combat this condition, fuel is pumped from the bottom of the tank and returned, once filtered to (1) inlets, to the tank. This ensures proper generator operations with clean fuel being delivered to the equipment engine.

Fuel polishing service recommended after a fuel sampling is performed at a previous service (minor inspection and if approved by the customer). Upon customer request, fuel polishing can be performed without a fuel sample but the usage of additives to eliminate contaminants cannot be rendered without fuel sampling data.

Fuel Sampling

Fuel sampling is recommended once per year to test the quality of the fuel and is crucial to identify key data and contaminants in the fuel to know how and when to perform fuel polishing on the fuel system.

Fuel Sample data are distributed to customers if any results are found to be anything but within normal ranges. All fuel sample data is available to customers upon request if data is within normal ranges.

OTHER SERVICES OFFERED BY BAY CITY AS A CONTRACT CUSTOMER

*24 Hour/365 days a year refueling capabilities with 500 gallon fuel tanks on all service trucks in the State of California.

*Four (4) hour response time to all emergency call outs in the entire State of California.

*BUSA Certified technician - Only Nationally Recognized known certification in the generator repair profession in the United States.

*Personal Protective Equipment Inventory for all technicians and training programs for proper usage.

*Bay City Electric Works technicians are fully certified to operate and repair multiple manufacturer lines of generators, automatic transfer switches/switchgear and is an authorized Kohler Power Distributor. Other technician certifications include MTU, Onan, Cummins, John Deere engines, Zenith controls and switchgear, and Caterpillar.

*Facilities strategically placed throughout the state of California to service customers from border to border with fully certified hazardous waste containment and proper disposal procedures following OSHA, Federal and state D.O.T standards and regulations.

*Full rental fleet owned and operated by Bay City to provide temporary power needs for customers with unit down conditions until repairs can be made to customer equipment.

*Dedicated full time Major Accounts Manager designated to provide enhanced customer service experience and prompt response to any and all requests by customers with over 20 units in operation.

*Annual review of contract charges and events to main point of contact of customer to perform contract review on customer experience, additional requests, annual expenditures to Bay City Electric Works and to further develop the partnership between Bay City and contract customer.

*No individual truck usage charges to Contract Customers.

*Diesel Fuel Delivery: 24/7 - 365 days a year.

*Diesel Fuel Price: \$ Daily Market.

*Rental Generator Rates: 20% off Rental Generator and ATS rates.

EXHIBIT "C"

KEY PERSONNEL

**Attn: Sam Apodaca
8647 Helms Avenue
Rancho Cucamonga, CA 91730
(866) 938-8200**