

## SERVICES AGREEMENT

### DUTHIE ELECTRIC SERVICE CORPORATION dba DUTHIE POWER SERVICES

#### Generator Maintenance Services – RFP No. 2368

THIS SERVICES AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and DUTHIE ELECTRIC SERVICE CORPORATION, a California corporation, doing business as DUTHIE POWER SERVICES, 2335 E. Cherry Industrial Circle, Long Beach, CA 90805, State Contractor’s License No. 708125 (“Contractor”).

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Generator Maintenance Services – RFP No. 2368 (“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 from the first date written above, through June 30, 2027, with the option to extend the Term for two (2) additional (1) one-year terms, and not to exceed a total of five (5) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement an annual amount of One Hundred Ninety-Five Thousand Seven Hundred Sixty-Four Dollars and Twenty-Four Cents (\$195,764.24), for a total Contract Price not to exceed Five Hundred Eighty-Seven Thousand Two Hundred Ninety-Two Dollars and Seventy-Two Cents (\$587,292.72), 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 Consultant's performance of this Agreement, Consultant 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, sex, genetic information, gender, gender identity, gender expression, 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, Consultant 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](http://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:

To City

General Services Department  
City of Riverside  
Attn: Frederick Tobar  
3900 Main Street  
Riverside, CA 92522

To Contractor

Duthie Power Services  
Attn: Garrett Talbott  
2335 E Cherry Industrial Circle  
Long Beach, CA 90805

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.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital 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 for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. 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 certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its items. Reference to section numbers, are to sections in this Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit "A" – Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services

Exhibit "B" – Compensation

Exhibit "C" – Key Personnel

**[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

DUTHIE ELECTRIC SERVICE CORPORATION, a California corporation, doing business as DUTHIE POWER SERVICES


By: \_\_\_\_\_  
Mike Futrell  
City Manager

By:   
Print Name: Randy Gross  
Title: Director of operations / COO  
(Signature of Board Chair, President, or Vice President)


Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

and   
By: \_\_\_\_\_  
Print Name: Dewey Bewison  
Title: Service Manager  
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds

By:   
Chief Financial Officer

APPROVED AS TO FORM:

By:   
Ruthann M. Salera  
Senior Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF 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 the generators per the attached unit list and descriptions (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 able to deliver power per the equipment/generator rating.
  - d. Visual inspection of transfer switch gear shall be performed every twelve (12) months.
  - e. Annual inspection of cooling system to be done every twelve (12) months and flushed as needed.
  - 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 other 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.
  - j. Work orders, detailed inspection reports, and invoices must be sent electronically to [fleetinvoices@riversideca.gov](mailto: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. Invoices must be itemized, detailing parts, labor, tax, and any other additional fees or

charges. Any additional fees or charges must be authorized by Fleet Management before any additional repairs are performed.

- k. The SCAQMD generator hour logbook shall be updated by the technician each time the generator is visited in accordance with SCAQMD regulations. The technician will verify that the generator operating permit is onsite and document the expiration date on the work order.
  - l. 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\*\***

## GENERATOR LIST

Unit Number	Year Make Model	Serial No.	Location/Description
V201	1981 Onan 12KW	A810546343	3510 Cranford Ave. / Fire Station 4
V202	1981 Onan 12KW	A810546344	10191 Cypress Ave. / Fire Station 7
V203	1981 Sullair N78	WI3443929D3400X269	3310 Van Buren Blvd. / Van Buren + RR Tracks – Pump Station
V205	1981 Onan 12KW	L810602821	6674 Alessandro Blvd. / Fire Station 9
V211	1982 Onan 12KW	1820632264	2590 Jefferson St. / Fire Station 10
V226	1985 Caterpillar 3406TA 155KW	5CA05472	8095 Lincoln Ave. / Corporation Yard
V255	1987 Onan 12KW	D770230368	11076 Hole Ave. / Fire Station 8
V281	1989 Onan 12DJCL2468D	E880122788	19595 Orange Terrace / Fire Station 11
V285	1989 Caterpillar SR4	2WD01182	7802 Wood Rd. / Wood Road Lift Station
V288	1988 Onan 150DGFA	F880136265	8181 Lincoln Ave. / Lincoln Police Dept.
V317	1994 Generac 93A05482-S	2011620	2911 Adams St. / Utility Operations Center (UOC)
V324	1995 Caterpillar 3508	23Z05808	3930 Pierce St. / Pierce Street Lift Station
V329	1999 Generac SD0150	2043553	3900 Main St. / City Hall
V330	1999 Generac SD020	2043555	3581 Mission Inn Ave. / Central Library
V332	1999 Generac SD080	2043554	4102 Orange St. / Orange Police Dept. (basement)
V333	1999 Kohler 100REOZJ	608335	3385 Arlington Ave. / Storm Water Pump Station
V337	2002 Caterpillar 3412	AFK00303	2221 Eastridge Ave. / Public Utilities Springs Sub Station
V348	2008 WhisperWatt DCA-150SSJU3	5SLBG17258L003899	4066 Vine St. / Riverside Energy Resource Center
V355	2009 Generac SD0150-K366.8D18HPSYC	2103286	2911 Adams St. / Utilities Operations Center (UOC)
V356	2009 Generac 150KW	2103287	San Bernardino
V357	2009 Generac 400KW	2103290	San Bernardino
V358	2009 Generac 400KW	2103291	San Bernardino
V359	2009 Generac SD0400-K36135BD18GPSY	2103292	2911 Adams St. / Utilities Operations Center (UOC)
V362	2010 Generac SD030	2106701	9450 Andrew St. / Fire Station 2
V363	2010 Generac SD030	2106702	6395 Riverside Dr. / Fire Station 3
V365	2013 Generac SD230	8444923	10692 Indiana Ave. / Fire Station 12
X256	2005 Generac SD150	2081071	5883 Arlington Ave. / Fire Station 5

X261	2007 Cummins DSHAB-5776028	1060973181	1077 Orange St. / Fire Station 6
X262	2007 Cummins DSHAB-5775992	11641038	6490 Sycamore Canyon Blvd. / Fire Station 13
X263	2007 Cummins DSHAB-5769699	G060946263	725 Central Ave. / Fire Station 14
X266	2005 Olympian D80P4	V235022M	4102 Orange St. / Orange Police Dept. (outside)
X267	2007 Generac 6061570100	2085943	10540 Magnolia Ave. / Magnolia Police Dept.
X268	2001 Generac 95A0159-S	5YF02305	7020 Central Ave. / Police Dept. Heliport Aviation
X269	2000 Generac SG045 3162370100	2072180	1210 Box Springs Mt. / Public Utilities Box Springs Radio Site
X270	2001 Generac SG020 2049000100	2065713	20430 Grove Community Dr. / Public Utilities Orange Terrace Reservoir
X271	2001 Generac SG020 2049000100	2065712	11869 Creighton St. / Public Utilities Tilden Reservoir
X273	2008 Cummins 250KW DQDAA-5856166	D070049164	3085 St. Lawrence St. / Emergency Operations Center
X283	2008 Generac DS400 9725210100	2098080	3900 Main St. / City Hall
X310	2010 Caterpillar SR4B	482515	5901 Payton St. / Riverside Energy Resource Center
X337	2012 Caterpillar	FTE00933	3401 University Ave. / Fire Station 1
X348	2010 WhisperWatt GGHH5789090	I100158388	6264 Nogales St. / Near the Riverside DMV
X349	2013 Caterpillar Genset 250	NBP00634	6425 Jerry Louder / Streeter Ave. and Dewey Ave.
X350	2014 Kohler 350RE0ZI	SGM32BKHN	Riverside Ave. and Merrill Ave. / Near the Marie Callendar's
X351	2016 Generac A2400TGEN1	3000363868	14th St. and Lime St.
X369	2020 Caterpillar XQ125	JPG01015	7033 Pigeon Pass Rd. / Springs Pump Station

**EXHIBIT "B"**  
**COMPENSATION**

# Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Maintenance Expense for All City Generators							\$140,764.2400		
1			Quarterly Inspections	Quarter	1	\$43,185.0000	\$43,185.0000	Yes	
2			Annual Preventative Maintenance & Cooling System Servicing	Year	1	\$36,679.2400	\$36,679.2400	Yes	
3			Annual Oil and Fuel Sampling/Testing	Year	1	\$11,700.0000	\$11,700.0000	Yes	
4			Annual Load Testing	Year	1	\$32,550.0000	\$32,550.0000	Yes	
5			Annual Reliability Testing	Year	1	\$8,325.0000	\$8,325.0000	Yes	
6			Annual Transfer Switch Gear Inspection	Year	1	\$8,325.0000	\$8,325.0000	Yes	
7			Maintaining of Fuel Levels	Year	1	\$0.0000	\$0.0000	Yes	
8			Work Order and Records Maintenance	Year	1	\$0.0000	\$0.0000	Yes	
General Maintenance Base Cost by Location - Additional Expenses							\$707.5000		
9			Standard Base Rate for Repairs and Maintenance (outside annual maintenance)	Hour	1	\$195.0000	\$195.0000	Yes	
10			Emergency/On Call Rate	Hour	1	\$195.0000	\$195.0000	Yes	based on normal hours
11			Emergency/Holiday Rate	Hour	1	\$292.5000	\$292.5000	Yes	
12			Diesel Fuel Mark-up (per Gallon)	Gallon	1	\$15.0000	\$15.0000	Yes	15%
13			Materials/Parts Mark-up (Percentage)	Percent	1	\$10.0000	\$10.0000	Yes	10%



### Line Item Subtotals

Section Title	Line Total
Maintenance Expense for All City Generators	\$140,764.2400
General Maintenance Base Cost by Location - Additional Expenses	\$707.5000
Grand Total	\$141,471.7400

**EXHIBIT "C"**  
**KEY PERSONNEL**

Garrett Talbott