

Contract No.: \_\_\_\_\_  
Approved: \_\_\_\_\_

## AGREEMENT

### **“SC/NAC/CB INSTALL TRANSFER SWITCH PROJECT”**

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**THIS AGREEMENT** is made and entered into this 20<sup>th</sup> day of January, 2026 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called “**City**”, and BAKER ELECTRIC AND RENEWABLES, LLC., hereinafter called “**Contractor**”.

**WITNESSETH**, that the parties hereto mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled “**SC/NAC/CB INSTALL TRANSFER SWITCH PROJECT**” in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

**ARTICLE II:** Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of Three Hundred Sixty-Two Thousand One Hundred Seventy-One Dollars and Zero Cents (\$362,171.00) for completion of the contract work.

**ARTICLE III:** The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV:** Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within forty-five (45) working days from the date on which the work was started. If the work is not completed within said time period, liquidated damages shall apply.

**ARTICLE V:** The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, “**Contract Documents**”) are hereby incorporated into and made part of this

Agreement.

**ARTICLE VI:** Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**ARTICLE VII:** No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE VIII:** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

**ARTICLE IX:** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**ARTICLE X:** No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**ARTICLE XI:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**ARTICLE XII:** In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

**ARTICLE XIII:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Silvia Avalos, Director of Community  
Services, Parks & Recreation

CONTRACTOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Please Type or Print Name)*

Title: \_\_\_\_\_  
*(Please Type or Print Title)*

CITY OF CHINO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dr. Linda Reich, City Manager

ATTEST:

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

\_\_\_\_\_  
Date

**BID PROPOSAL DOCUMENTS**

All documents provided in Section C, including this page, must be completed. Unless otherwise specified, all Bid Proposal documents must be submitted to be considered for award for this bid solicitation.

1. Bid Proposal Documents and Certification ..... C-1
2. Bid Schedule ..... C-2
3. Addenda Acknowledgement..... C-6
4. List of Subcontractors ..... C-7
5. Bid Bond..... C-8
6. Non-Collusion Declaration ..... C-9
7. Certification of Non-Discrimination by Contractors..... C-10
8. Worker's Compensation Insurance Certificate..... C-11
9. Certificate of Site Examination..... C-12
10. Information to Comply with Labor Code 2810..... C-13
11. Iran Contracting Act of 2010 Compliance Affidavit..... C-14
12. Statement of Bidder: Qualification and Experience Statement..... C-15
13. Compliance with Applicable Laws, Rules, Regulations and Ordinances ..... C-16

I, Baker Electric & Renewables LLC (Bidder), certify that all of the above required documents have been completed. I also understand that failure to submit a completed bid package (fully completed and executed) will result in rejection of bid.

**BIDDER INFORMATION**

The following information will be used for statistical analysis only:

Is the Bidder a Disadvantaged Business (DBE)? No If yes, Certification No. \_\_\_\_\_


Is the Bidder a Minority-Owned Business? No Which racial minority? \_\_\_\_\_

Is the Bidder a Women-Owned Business? No

Is the Bidder a certified Small Business? No If yes, Certification No. \_\_\_\_\_

Dated 10/27/2015

Baker Electric & Renewables LLC  
(Bidder)

  
(Signature)

Harold D Carlisle III  
(Printed Name)

Vice President  
(Title)

**BIDDER'S NAME:** \_\_\_\_\_

In accordance with the Notice Inviting Bids for this Work in the City of Chino, California, Bidder offers to furnish all necessary labor, tools, materials, appliances and equipment for and to perform all Work mentioned in the Notice Inviting Bids, in full compliance with all documents, including plans, specifications, attachments and exhibits at the prices listed below. **If night work is approved by the Project Manager, the Contractor shall not receive any additional compensation.**

*Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.*

## **BID SCHEDULE**

### **SC/NAC/CB Transfer Switch Project**

**Project No.: IB208**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL COST
1	Work under this item includes furnishing all labor material and equipment to mobilize and demobilize, provide cleanup of construction sites, provide all bonds, insurances and multiple move ins/ relocations. Provide project phasing as needed to minimize disruption to residents, businesses and programming. Provide continuous water service including all costs associated with highlighning utility services as required. Public Works permits and fees in the City of Chino as needed. This item also includes all work necessary to complete the Project Work from the General Provisions not contained within the itemized Bid Schedule below.	LS	1	\$	\$
2	No fee permit & compliance	LS	1	\$	\$
3	Furnish all labor material and equipment as to provide safety and traffic control for pedestrians and vehicles including traffic control per the WATCH Manual, warning signs, high level warning devices, delineators, regulatory signs, barricades and other related items necessary to maintain safe and accessible paths of travel for vehicles and pedestrians throughout the project.	LS	1		

Community Building

4	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. Selective Electrical Demolition & Safe-Off.	EA	1		
5	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
6	Structural / Seismic Anchorage & Calculations	EA	1		
7	Paint & Architectural Restoration to be properly sealed and to restore damaged or otherwise affected areas to match the pre-construction conditions and finish qualities	EA	1		
8	Environmental Controls (erosion, dust, storm-water BMPs)	EA	1		
9	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
10	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
11	Record Documents, O&M Manuals & Owner Training	EA	1		
12	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
13	Existing Switchboard Infrared & Megger Baseline Test	EA	1		
14	Feeder Identification & Re-Labeling	EA	1		
15	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
16	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	1		
17	Ground-Resistance Test (Fall-of-Potential)	EA	1		
18	ASCO 400A ATS with integrated camlock receptacles	EA	1		
19	Housekeeping Pad	EA	1		
20	Conduit Support	LS	1		
21	Ground Grid	LS	1		

22	Switchboard Modification	LS	1		
23	Conduit (Switchboard to ATS, ATS to Switchboard)	LS	1		
24	3" RGS	LF	70		
25	3" RGS Elbows/LB Fittings	EA	6		
26	#4/0 XHHW Cu	CLF	3		
27	#2 XHHW Cu	CLF	1		
28	Core-drill	LS	1		
Senior Center					
29	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. <u>Selective Electrical Demolition &amp; Safe-Off.</u>	EA	1		
30	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
31	Structural / Seismic Anchorage & Calculations	EA	1		
32	Paint & Architectural Restoration (drywall, stucco, ceiling grid, roofing flashings, landscape repair)	EA	1		
33	Environmental Controls (erosion, dust, storm-water BMPs)	EA	1		
34	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
35	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
36	Record Documents, O&M Manuals & Owner Training	EA	1		
37	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
38	Existing Switchboard Infrared & Megger Baseline Test	EA	1		



39	Feeder Identification & Re-Labeling	EA	1		
40	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
41	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	1		
42	Ground-Resistance Test (Fall-of-Potential)	EA	1		
43	Housekeeping Pad	EA	1		
44	Conduit Support	LS	1		
45	Ground Grid	LS	1		
46	Switchboard Modification	LS	1		
47	Conduit (Switchboard to ATS, ATS to switchboard)	LS	1		
48	3" RGS	LF	160		
49	3" RGS Elbows/LB Fittings	EA	16		
50	#4/0 XHHW Cu	CLF	6		
51	#2 XHHW Cu	CLF	2		
	Neighborhood Activity Center (NAC)				
52	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. Selective Electrical Demolition & Safe-Off.	EA	1		
53	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
54	Structural / Seismic Anchorage & Calculations	EA	1		
55	Paint & Architectural Restoration (drywall, stucco, ceiling grid, roofing flashings, landscape repair)	EA	1		

56	Environmental Controls (erosion, dust, stormwater BMPs)	EA	1		
57	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
58	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
59	Record Documents, O&M Manuals & Owner Training	EA	1		
60	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
61	Existing Switchboard Infrared & Megger Baseline Test	EA	1		
62	Feeder Identification & Re-Labeling	EA	1		
63	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
64	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	6		
65	Ground-Resistance Test (Fall-of-Potential)	EA	1		
66	ASCO 400A ATS w/Integrated Camlock Recepts	EA	1		
67	Unistrut Support	EA	1		
68	Conduit Support	LS	1		
69	Ground Grid	LS	1		
70	Switchboard Modification	LS	1		
71	Conduit (Switchboard to ATS and ATS to Switchboard)	LS	1		
72	3" RGS	LF	70		
73	3" RGS Elbows/LB Fittings	EA	6		

74	#4/0 XHHW Cu	CLF	3		
75	#2 XHHW Cu	CLF	1		
76	Core-drill	LS	1		
Total Bid Price					

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SC/NAC/CB Transfer Switch Project**  
**Project No.: IB208**

**ADDENDA ACKNOWLEDGEMENT/SIGNATURE**

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

\_\_\_\_\_  
1      2      3      4      5      6      7

(Initial above all appropriate numbers)

**Bidder certifies that Bidder has examined the site and that the Bid is complete. By signing below, Bidder certifies that the Contractor will not submit a claim based on failure to examine the site thoroughly.**

Respectfully submitted,

  
\_\_\_\_\_  
Bidder Signature

10/30/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

Baker Electric & Renewables LLC  
\_\_\_\_\_  
Legal Name of Company

(760) 745-2001  
\_\_\_\_\_  
Telephone Number

161756  
\_\_\_\_\_  
Contractor's License Number

1298 Pacific Oaks Place, Escondido CA 92029  
\_\_\_\_\_  
Business Address (Actual Address - Post Office Box)

lshort@baker-electric.com  
\_\_\_\_\_  
Email Address

1000000466  
\_\_\_\_\_  
DIR Registration Number

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall also set forth hereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name, location of business, Department of Industrial Relations registration number, contractor license number, and the portion of work that will be done by each subcontractor, may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone No.: [REDACTED] \_\_\_\_\_ Dollar Value of Subcontract: \$ \_\_\_\_\_

License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Name: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone No.: [REDACTED] \_\_\_\_\_ Dollar Value of Subcontract: \$ \_\_\_\_\_

License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Name: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Dollar Value of Subcontract: \$ \_\_\_\_\_

License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Name: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Dollar Value of Subcontract: \$ \_\_\_\_\_

License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

## **NON-COLLUSION DECLARATION**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ of Baker Electric & Renewables LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 30th [Date], at Escondido [City], California [State].

CONTRACTOR



(Signature)

Brian Miliate

(Printed Name)

CEO

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_,  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego )

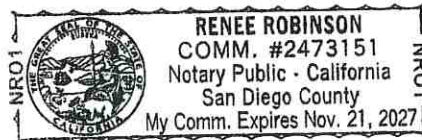
On 10/30/2025 before me, Renee Robinson, Notary Public  
(insert name and title of the officer)

personally appeared Brian Miliate,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



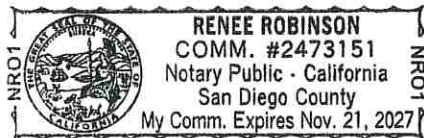
(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 30th  
day of October, 2025, by Brian Miliate

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature



## CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods and services to the City of Chino, the company listed below certifies that, except as permitted in Government Code section 12940, it does not discriminate in its employment on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person; that it is in compliance with all federal, state, and local laws regarding non-discrimination in employment; and that it agrees to positively and aggressively pursue the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

COMPANY NAME Baker Electric & Renewables LLC

NAME OF PERSON SIGNING Harold D Carlisle III

TITLE OF PERSON SIGNING Vice President

SIGNATURE 

DATE 10/27/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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## **Equal Employment Opportunity and Affirmative Action Statement of Policy**

It is the policy of Baker Electric (the company) not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities, provided the individual is qualified, with or without reasonable accommodation, to perform the essential functions of the job. This policy applies to all jobs at Baker Electric.

The company will continue to take affirmative action to ensure individuals are employed, and employees are treated fairly during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows. Employment decisions at Baker Electric are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. Baker Electric makes, and will continue to make, reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodation would impose an undue hardship on the operations of the company.

Baker Electric and its President & CEO are fully committed to the principles of equal employment opportunity and affirmative action and support the successful implementation of the company's Affirmative Action Programs. Vanessa Garcia, Sr. HR Generalist, Affirmative Action Officer for the company, has been appointed with responsibility for implementation of the company's affirmative action activities. The Affirmative Action Officer has the full support of top management to fully implement this Program. All managers and supervisors will take an active part in the company's AAP to ensure all qualified employees and prospective employees are treated in a non-discriminatory manner with respect to all employment decisions. Furthermore, Baker Electric will solicit the cooperation and support of all employees for the company's

## Equal Employment Opportunity and Affirmative Action Statement of Policy.

The company's Affirmative Action Program includes an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of the Program. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress with compliance and implementation of the company's affirmative action policy. In accordance with public law, the company's Affirmative Action Program for qualified individuals with disabilities and the Affirmative Action Program for protected veterans are available for inspection in the Human Resources Department, upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Executive Order 11246, and/or any other federal, state or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. Baker Electric will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.



Lawrence Berkel

Executive Director of Human Resources

# SC/NAC/CB Transfer Switch Project

Project No.: IB208

## WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the State Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this contract.

DATE: 10/27/2025

Baker Electric & Renewables LLC

CONTRACTOR



(Signature)

Harold D Carlisle III

(Printed Name)

Vice President

(Title)

# SC/NAC/CB Transfer Switch Project

Project No.: IB208

## CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid meeting of the site conducted by the City. Failure to attend the mandatory pre-bid meeting shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/9/2025  
Date of Site Examination

Baker Electric & Renewables LLC  
Bidder

Harold D Carlisle III  
Printed Name of Bidder Representative

  
Signature of Representative

10/27/2025  
Date

### **INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810**

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

a. Policy Number: \_\_\_\_\_

b. Name of Insurer (**NOT** Broker): \_\_\_\_\_

c. Address of Insurer: \_\_\_\_\_

d. Telephone Number of Insurer: \_\_\_\_\_

2) For vehicles owned by Contractor and used in performing work under this Contract:

a. VIN (Vehicle Identification Number): \_\_\_\_\_

b. Automobile Liability Insurance Policy Number: \_\_\_\_\_

c. Name of Insurer (**NOT** Broker): \_\_\_\_\_

d. Address of Insurer: \_\_\_\_\_

e. Telephone Number of Insurer: \_\_\_\_\_

3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_

4) Estimated total number of workers to be employed on this Contract: \_\_\_\_\_

5) Estimated total wages to be paid those workers: \_\_\_\_\_

6) Dates (or schedule) when those wages will be paid (Describe schedule: For example, weekly or every other week or monthly): \_\_\_\_\_

7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_

8) Contractor's Taxpayer's Identification Number: \_\_\_\_\_



**IRAN CONTRACTING ACT of 2010 COMPLIANCE AFFIDAVIT**  
**(Public Contract Code Sections 2202-2208)**

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution information below:

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
Baker Electric & Renewables LLC		
By (Authorized Signature) 		
Printed Name and Title of Person Signing Harold D Carlisle III		
Date Executed	Executed in	
10/27/2025	Escondido, CA	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.




If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		Date Executed

## **STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT**

The following outline is a record of the undersigned Bidder's experience in construction of five (5) projects of a type similar in magnitude and character to that contemplated under Project No: TBD within the past five (5) years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Chino.



1. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone:   
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
2. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone:   
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
3. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone:   
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_



## **STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT**

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1. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone:  \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
  
2. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone:  \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
  
3. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

# Subcontractor SI Testing

## Qualification and Experience

## Statement

## **STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT**

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1. Owner's Name: Hines  
Contact Person: Mayo Letuligasenoa Phone: [REDACTED]  
Address of Owner: 17872 Gillette, Irvine, CA. 92614  
Project Description: Infrared Scanning, GFI Testing & ATS Servicing  
Amount of Contract: \$16,300 Completion Date: Sept. 2025
2. Owner's Name: Emmes  
Contact Person: Damon Ohr Phone: [REDACTED]  
Address of Owner: 1920 & 2010 Main Street, Irvine, CA. 92614  
Project Description: Electrical Maintenace (Panels/Transformer/Bus Riser) & Service  
ATS Switches  
Amount of Contract: \$33,000 Completion Date: July 2025
3. Owner's Name: Silverstein Properties  
Contact Person: Randy Shank Phone: [REDACTED]  
Address of Owner: 633 W. Fifth Street, Los Angeles, CA> 90071  
Project Description: Main & Testing of 4160v Gear, Relays, Transformers, 480v Mains  
and GFI Testing  
Amount of Contract: \$30,000 Completion Date: October 2025

## **STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT**

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1. Owner's Name: Granite Properties  
Contact Person: Jason Ferranti Phone: [REDACTED]  
Address of Owner: 100 Bayview Circle, Newport Beach, CA. 92660  
Project Description: GFI Testing, Main Switchgear & Panel Service

Amount of Contract: \$31,000 Completion Date: October 2025

2. Owner's Name: CBRE  
Contact Person: Tony Sinishtaj Phone: [REDACTED]  
Address of Owner: 777 S. Santa Fe Ave., Los Angeles, cA. 90021  
Project Description: ATS Service, Electrical Maintenance (Panels, Transformers, Bus Riser and Bus Disconnects)

Amount of Contract: \$20,000 Completion Date: October 2025

3. Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

# Subcontractor BEI Civil Works




## Qualification and Experience

### Statement

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Contact Person: \_\_\_\_\_ Phone:  \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
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Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
  
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\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_
  
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Contact Person: \_\_\_\_\_ Phone:  \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
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Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
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Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

# SC/NAC/CB Transfer Switch Project

Project No.: IB208

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certified compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name/Company Name: Baker Electric & Renewables LLC

Address: 1298 Pacific Oaks Place, Escondido CA 92029

Phone Number: (760) 745-2001 Email: \_\_\_\_\_

Name of Authorized Representative: Harold D Carlisle III

Title of Authorized Representative: Vice President

Signature of Authorized Representative: 

Date: 10/27/2025