

Attachment H

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Quinn Power Systems
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide preventive maintenance and repairs on the County of Monterey emergency generators as described in Exhibit A.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 30,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2012 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Preventative Maintenance Schedule
- Exhibit C CSA PM Level Descriptions
- Exhibit D CSA Equipment Inspection Checklist
- Exhibit E CSA Labor Rate & Contact Info

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the

policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this

Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ron Aunchman, Sr Building Maint. Worker	David A. Covell, Manager EP&S
Name and Title	Name and Title
County of Monterey RMA Public Works Department Fac. 855 E. Laurel Dr. Building C Salinas, CA 93905	Quinn Co. dba: Quinn Power Systems 3500 Shepherd Street City of Industry, CA. 90601
Address	Address
(831) 755-4991	(562) 463-6082
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 9-12-12

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 8-10-12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: [Signature]

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

HENRY K. DUAN, SENIOR VICE PRESIDENT
Name and Title

Date: AUGUST 30, 2012

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

PAUL L. LUCINI, CFO and Asst Sec
Name and Title

Date: Aug. 30, 2012

ENTERED
SEP 12 2012
CCC

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required only if changes are made to the standard provisions of the PSA
² Approval by Auditor/Controller is required
³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT-A

To
Professional Service Agreement
Between
Monterey County RMA Public Works Department Facilities hereinafter referred to as "the
County
AND
Quinn Power Systems hereinafter referred to as "the CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1.1** The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
Preventive Maintenance-Planned Maintenance Services (Preventive Maintenance) will be performed on the equipment identified and as described in the Preventive Maintenance Schedule (EXHIBIT B) and the CSA PM Level Descriptions (Exhibit C). Each preventive maintenance call will be coordinated with the County Facilities Department of Public works. Services identified as PM1 in (EXHIBIT B) will be performed semi-annually and services identified as PM2 will be performed annually. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to the County using the CSA Equipment Inspection Checklist as provided in (EXHIBIT D).
- A.1.2** Load Bank Testing- CONTRACTOR will perform a 2 hour load bank test annually on the County's present systems see (EXHIBIT B). All labor, parts, travel and mileage charges are included in the schedule of charges.
- A.1.3** Emergency Services- Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess the County site within 4 hours of being notified. Emergency service will be provided 24 hours per day, 7 days a week, and 365 days a year. Labor rates for emergency services are listed in (EXHIBIT E). Cost of parts for emergency repairs will be billed to the County upon completion of services.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/PAYMENT**

The County shall pay an amount not to exceed (30,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. This amount includes a reserve of \$6,498.00 for emergency repairs of items not listed in A.1.3 above. CONTRACTOR'S compensation for services listed as Emergency Services from this agreement shall be based on the rates listed in (EXHIBIT E).

NOTE: All fees and costs stated herein shall include all applicable tax.

The CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 CONTRACTORS BILLING PROCEDURES

A. For services described as PM1 semi-Annual services in Section A-1-1., Contractor shall bill the County \$1,385.00 annually for labor. In addition to this associated costs of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

- B. For services described as PM2 Annual services in section A-1-1; Contractor shall bill the County \$2,441.00 annually. In addition to this cost associated costs of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.
- C. For services described as Load Bank Annual services in Section A-1-1; Contractor shall bill the County \$6,200.00 annually. This represents the complete cost of the services including equipment, labor, supervision, fuel, disposal, and other incidentals.
- D. Any additional work must be approved in advance by the County and an amendment to this agreement may be required before the work is started.
- E. It is mutually understood and agreed by both parties that CONTRACTOR'S total compensation under the AGREEMENT shall not exceed \$30,000.00 for all services and costs authorized and used by the County. This includes a reserve of \$6,498.00 for the emergency repair of items as listed in A-1-3 above. Although limited by this "not to exceed" amount, the County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The County of Monterey RMA Public Works Facilities Department Sr. Building Maintenance Worker and RMA Contracts and Purchasing Agent must approve in writing any costs which are not specifically addressed in "EXHIBIT A-Payment Provisions" in advance if the performance of work by CONTRACTOR not constituted as a emergency as described above.
- F. Invoice amounts shall be billed directly to the Monterey County Department of Public Works Facilities Department 855 East Laurel Dr. #C, Salinas CA 93905
- G. For any work covered by this agreement, Contractor shall submit an invoice not later than 30 days after the completion of services. The invoice shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- H. Invoices shall be submitted no more than once per month.
- I. TERM: The term of this agreement shall be from July 1, 2012 through June 30, 2014, with the option to extend the agreement for one additional two year period.

QUINN POWER SYSTEMS

PREVENTIVE MAINTENANCE SCHEDULE

Customer Name: **Co. of Monterey Facilities**
 Address: 855 E. Laurel Dr. Bldg. C.
 Salinas, Ca. 93905

Date: 6/29/2012
 Model: See Below
 Serial No. See Below
 Phone No. 831-755-4991
 Fax No.

Attention: **Ron Auchman**

Perform Preventive Maintenance Service and Inspections on the Following.

LIST OF EQUIPMENT SERVICES

Engine Description	Estimated Parts	Level 1	Level 2	Level 3	Level 4	Total w/o Load Bank	Loadbank	Total
Olympian D80P4, 80KW, SN D4P00185 Location: Juvenile Hall 3309AC	\$ 206.00	\$ 277.00	\$ 472.00	N/A	N/A	\$ 955.00	\$ 1,450.00	\$ 2,405.00
Caterpillar 3406, 300KW, SN 4LM00605 Location: Youth Center 3309AE	\$ 427.00	\$ 277.00	\$ 499.00	N/A	N/A	\$ 1,203.00	\$ 1,600.00	\$ 2,803.00
Caterpillar 3406, 300KW, SN KPS00989 Location: OES Building-Salinas 3309AI	\$ 457.00	\$ 277.00	\$ 499.00	N/A	N/A	\$ 1,233.00	\$ 1,600.00	\$ 2,833.00
John Deere 4045T, hp, SN PE4045T15633 Location: Animal Shelter 3309AK	\$ 280.00	\$ 277.00	\$ 472.00	N/A	N/A	\$ 1,029.00	N/A	\$ 1,029.00
Olympian D200P4, 200KW, SN 163455/012 Gov. Center 3309AL	\$ 355.00	\$ 277.00	\$ 499.00	N/A	N/A	\$ 1,131.00	\$ 1,550.00	\$ 2,681.00
Totals	\$ 1,725.00	\$ 1,385.00	\$ 2,441.00	\$ -	\$ -	\$ 5,551.00	\$ 6,200.00	\$ 11,751.00

EXHIBIT B

Note: This estimate includes travel and mileage charges to and from the job site.

This estimate does not include freight, shipping or taxes where applicable. This quote is effective for 60 days from the date indicated above.

EXHIBIT C

 		CSA PM LEVEL DESCRIPTIONS CSA & SUPPORT SERVICES (800) 789-9774 (562) 463-7150 Fax Customer #: EXHIBIT "A" Agreement #:
PM Level 1 Multi Point Inspection * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check r voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and Inlet/outlet l-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts. * Run unit under load for up to 15 minutes when authorized by site authority. * Submit report to customer.	PM LB Load Bank Testing * Connect resistive load bank as applicable to generator. * Run Test with requested load for * Record readings at 25% of nameplate rating for 30 minutes * Record readings at 50% of nameplate rating for 30 minutes * Record reading at 75% of nameplate rating for one (1) hour * Record reading at 100% of nameplate rating for two (2) hours * Disconnect load bank from unit. * Return unit back to original mode of operation. * Submit report to customer.	
PM Level 2 Annual Service-Major w/ Multi Point Inspection * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Optional Air Filter cost = * Submit report to customer.	PM Megohmmeter Generator Electrical Winding Test * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer.	
PM Level 3 Cooling System Service * Drain, contain and dispose of waste coolant. * Flush cooling system with fresh water. * Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended). * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Rod and clean oil cooler or heat exchanger as equipped (if required). * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer.	PM ATS Automatic Transfer Switch Service * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of arcing, burning, hot spots, charring, or other damages. * Inspect for loose, broken or badly worn parts. * Check terminal lugs and trip units for tightness / signs of overheating. * Check main current carrying contacts for arcing, pitting, and discoloration. * Clean main contacts if needed, check and re-tighten if needed. * Check manual switches for free movement and contact continuity. * Check and adjust relay finger contacts if needed. * Lubricate all components for proper operation as needed. * Check plug connections, if equipped. * Check door closure, locking bars and handle mechanism for proper operation. * Check exercise timer if equipped. * Perform transfer test of ATS under load when authorized by site personnel. * Check all components/timers for proper operation and sequencing. * Check main power connections for heat build-up with infra-red gun or provide optional PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer.	
PM Level 4 Minor Inspection * Perform general walk around inspection of unit. * Fluid levels are spot checked for correct operating range. * Inspect air filter element. * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required. * Coolant hoses inspected for brittleness, leaks, cracks, and weakness. * Engine cranking batteries will be tested under start up load for voltage drop. * Jacket water heater element and Inlet/outlet l-stats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer.	PM Battery Battery Replacement * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * Old Battery disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer.	
PM Hourly Service per Unit Run Hours * PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.	PM IR Infra-Red Thermography Inspection * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. Inspection consist of: * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct Infra-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed.	
PM Fuel Polishing * Restores fuel to optimum condition by eliminating entrained & suspended contaminants * All particulates filtered down to 10 microns * Removal & disposal of all bottom water, kills bacteria & fungus, apply diesel treatment	PM UPS UPS Service * Services include manufacturer recommended equipment service & inspection for r and rotary type systems * Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized. * All services are performed only as unit is equipped and as our technician is authorized. * Submit report to customer.	

EXHIBIT D



CSA Equipment Inspection Checklist

CSA Customer Service
(800) 789-9774

Fax Request
(562) 463-7150

<input checked="" type="checkbox"/> City of Industry 3500 Shepherd St. City of Industry 90601 (562) 463-6051	<input checked="" type="checkbox"/> Bakersfield 2200 Pegasus Rd. Bakersfield 93308 (661) 393-5800	<input checked="" type="checkbox"/> Fresno 10273 GoldenState Selma 93662 (559) 896-404	<input checked="" type="checkbox"/> Oxnard 801 Del Norte Bl Oxnard 93030 (805) 485-217	<input checked="" type="checkbox"/> Salinas 1300 Abbott St Salinas 93901 (831) 766-84	<input checked="" type="checkbox"/> Santa Maria 1655 N. Carlotti Dr. Santa Maria 93454 (805) 925-861	<input checked="" type="checkbox"/> Lancaster 46101 N. Sierra Hwy Lancaster 93534 (661) 723-666
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Work Order#	SP15281	Customer	County of Monterey	Address	168 W Alisal St.
Date	12/9/2010	Engine Manufacturer	Perkins	Driven Manufacturer	Olymplan
Agreement#		Engine Model Number	GCD325	Driven Model Number	LL5014J
Service Level	PM Level 1	Engine Serial Number	4NVXL0530ANF	Driven Serial Number	163455/012
Unit #		Service Meter Units	145	Electric Hours	
				Driven Unit	Generator

(C) CHECK (S) SERVICE (A) ADJUST (R) REPLACE (X) NEEDS ATTENTION (N/A) NOT APPLICABLE

Service Checks	
Obtain Authorization and Access	Yes
Check Oil Level	C
Check Coolant Level	C
Check Operation of Block Heater	C
Check Radiator / Expansion Tank Cap	C
Coolant Protection	-40 f Coolant ph 2000
Oil 80 psi Fuel psi H2o Temp	150
Alternator Charge Rate	28.3 vDC DC Amps 0.8
Engine Speed	1800 RPM Generator Freq 60
Check / Correct Minor Oil Leaks	C
Check / Correct Minor Coolant Leaks	C
Check / Correct Minor Fuel Leaks	C
Check Turbocharger Rotation / End Play	C
Check Governor Response	C
Lubricate Governor Linkage	C
Check Hoses (Brittle, Cracks, Weak)	C
Check / Tighten Hose Clamps	C
Inspect Radiator Fins for Debris	C
Lubricate Fan Drive Assembly	C
Check / Adjust Belts as Required	C
Check Daytank with Water Finding Paste	N/A
Check Daytank Operation	N/A
Inspect Air Filter	C
Is There Evidence of Wetstacking?	No
SOS Analysis:	<input checked="" type="checkbox"/> OIL <input checked="" type="checkbox"/> COOLANT <input checked="" type="checkbox"/> FUEL

Generators	
Is Transfer Test Performance Authorized by Customer?	No
Rated kW	200 kVA 250 vAC 480 Amp 301
No Load Actual vAC	480 No Load Actual Hz 60
vAC	Amp Hz
Check Exciter / Regulator Connections	C
Check Brushes / Slip Rings	C
Lube Generator Bearing as Necessary	C
Check ATS for Cleanliness / Sign of Arcing	C
Gen Breaker Found	Closed Control Panel Found Auto
Gen Breaker Left	Closed Control Panel Left Auto

Safety Systems	
High Water Temperature	Over Crank
Low Oil Pressure	Over Speed

Charger Output and Battery Condition	
Battery Type	Lead Acid Battery Group
Battery Date	04/09 Quantity 2 Part # 115-2422
Inspect/Fill/Clean/Protective Coat/Tighten Lugs and Cables	
Battery #1	vDC P
Battery #1	Amp O
Battery #2	vDC S
Battery #2	Amp
Voltage Drop at Start-Up	vDC vDC
Anti-Corrosion Battery Post Applicators	

Materials Used	
Oil Brand	Oil Type Oil Qty Qts
Fuel Filter 1	Fuel Filter 2
Oil filter 1	Oil Filter 2
Air Filter	

Additional Service(s) Required	
PM ATS Svc Recommended?	
PM Load Banking Recommended?	
PM3 Cooling Sys Svc Recommended?	
PM Battery Replacement Recommended?	
Fuel Polishing Svc Recommended?	

Spark Ignited Engines	
Check Point Gap	
Check / Lubricate Carburetor Linkage	
Check / Adjust Air-Fuel Ratio	
Check / Gap Spark Plugs	
Check Plug Wires for Brittleness	
Check Plug Wires for Corrosion	
Check Distributor Cap / Rotor	
Check / Adjust Timing	

Recommendations:

None

Customer Signature	Technician	Tim Smith	Tech ID#	0449
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SAMPLE -

EXHIBIT E



EMERGENCY NUMBERS AND LABOR CHARGES

SALINAS BRANCH
 1300 Abbott Street, Salinas, CA 93901

Quinn Power Systems will provide "On Call" emergency service 24 hours per day,
 7 days a week with a response of 4 hours or less.

For regular or emergency service, please call the following numbers:

During normal working hours (7:30am to 4:00pm Monday – Friday) call:

Customer Service.....		(800) 789-9774
Sales Representative.....	Sam Vizcarra	(831) 775-3421
Service Manager.....	Mike Kennedy	(562) 463-6077
Service Coordinator.....	Monica Torres	(562) 463-6051
After hours, Saturdays, Sundays and holidays, call		(831) 758-8461

PREFERRED CUSTOMER LABOR RATE ARE AS FOLLOWS:

	<u>PREFERRED RATE</u>	<u>STANDARD RATE</u>	
<u>Standard rate:</u> (7:30am to 4:00pm Monday through Friday excluding Holidays)	\$111.00 \$111.00	\$120.00 \$120.00	per hour – Shop per hour – Field
<u>Overtime rate:</u> (after 4:00pm and Saturdays/holidays)	\$166.50 \$166.50	\$180.00 \$180.00	per hour – Shop per hour – Field
<u>Premium time:</u> (over 12 hours per day and Sunday)	\$222.00 \$222.00	\$240.00 \$240.00	per hour – Shop per hour – Field

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.

EFFECTIVE APRIL 07, 2010