

## EXHIBIT A

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**To Agreement by and between  
Monterey County Sheriff's Office, hereinafter referred to as "County"  
AND  
Quinn Company, dba Quinn Power Systems, hereinafter  
referred to as "CONTRACTOR"**

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide the following services to the below listed generators:

MAKE	ENGINE#	MODEL #	GEN#	KW	ADDRESS	LOCATION
Caterpillar	C-15FTE03609	C15	LC8G6B24624	500	1410 Natividad Rd	Main Jail / Rehab
Caterpillar	DD16VF010688	C27	YK3941722	750	1410 Natividad Rd	Jail Kitchen
KOHLER	JOHN DEERE RG6135G010350	500RE0ZJ		500	1410 Natividad Rd	New Jail Housing
Caterpillar	2WB04133	3406	2WD00849	300	1414 Natividad Rd	PSB

Services to be provided:

<b>PM Level 1 Multi Point Inspection</b>
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 battery 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 t-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

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<b>PM Level 2 Annual Service-Major w/Multi Point Inspection</b>
All Items from PM Level 1 are performed, PLUS
Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped. Air Filters are not included (additional cost if needed)
<b>PM Level 5 Loadbank Test</b>
Connect resistive load bank as applicable to generator
Run Test with requested load for 2 hours test duration
Record reading every 15 minutes at 100% of name plate rating for above duration
Disconnect load bank from unit
Return unit back to original mode of operation
Provide recommendation based on test results
submit report to customer

The PM service costs includes engine oil, oil filters, fuel filters, water separator filters and air filters, parts, equipment, labor, supervision, fuel, disposal and other incidentals.

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 situation in person and will determine the required course of action, coordinating with the County. CONTRACTOR personnel shall arrive at the County site within 2 hours of notification. Emergency Services will be provided 24 hours a day, 7 days per week, and 365 days per year.

All written reports required under this AGREEMENT must be delivered to the Facilities Manger (currently Ron Aunchman and Jeff Pennoni) and the Jail Captain or Commander (currently Captain Moses and/or Commander Banuelos).

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed *\$60,000.00* for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Engine Description	Location	PM Level 1 MultiPoint Inspection		PM Level 2 Annual Service		PM Level Loadbank Test	Annual Cost
		Labor	Parts	Labor	Parts	Labor	
Caterpillar 3406, SN 2WB04133	PSB	\$ 304.00	\$ 25.00	\$ 650.00	\$ 147.00	\$ 1,700.00	\$ 2,826.00
Caterpillar C27, DD16VF010688	Jail Kitchen	\$ 304.00	\$ 25.00	\$ 878.00	\$ 561.00	\$ 2,300.00	\$ 4,068.00
Caterpillar C15, SN FTE0369	Jail/Rehab	\$ 304.00	\$ 25.00	\$ 700.00	\$ 435.00	\$ 2,000.00	\$ 3,464.00
John Deere 6135HFG75, SN RG6135G010350	New Jail	\$ 304.00	\$ 25.00	\$ 750.00	\$ 618.00	\$ 2,000.00	\$ 3,697.00
							\$ 14,055.00

Plus taxes.

Labor Rates	Cost
Monday thru Friday 7:00 am - 3:30 pm	\$ 130.00
After hours/Saturday/Holidays	\$ 195.00
Sunday or Over 12 hours per day	\$ 260.00
* Minimum of four (4) hours after normal business hours	

Plus cost of parts, plus taxes.

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**

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

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Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

On invoice list at a minimum the following:

1. Date of Service
2. Generator – Description and location (i.e. Caterpillar 3406, SN 2WB04133, PSB)
3. Number of Hours and cost per hour
4. Taxable items (items taxed need to be annotated)
5. Taxes
6. Total cost

All invoices for services provided in June of any year should be submitted by July 15<sup>th</sup> of that year to facilitate the County's year end close.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

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