

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	May 24, 2011	AGENDA NO.:	23
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Quinn Power Systems for Maintenance for Caterpillar Diesel Electric Sets and Emergency 6 Power Generator Services at NMC in an amount not to exceed \$140,000 in the aggregate and \$40,000 for the period July 1, 2011 to June 30, 2012.		
DEPARTMENT:	Natividad Medical Center		

RECOMMENDATION:

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Quinn Power Systems for Maintenance for Caterpillar Diesel Electric Sets and Emergency 6 Power Generator Services at NMC in an amount not to exceed \$140,000 in the aggregate and \$40,000 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

Quinn Power Systems has provided emergency generator and automatic transfer switch preventive maintenance and testing services for Natividad Medical Center since March of 2006.

The Life Safety Code requires the hospital to provide reliable emergency electrical power to alarm systems, exit route and exit sign illumination, emergency communication systems, elevators, equipment that could cause patient harm when it fails, including life support systems, blood, bone, and tissue storage systems, medical air compressors, medical and surgical vacuum systems, and areas in which loss of power could result in patient harm, including operating rooms, recovery rooms, obstetrical delivery rooms, nurseries, and urgent care areas. Maintaining the reliability of the emergency electrical system requires periodic preventive maintenance to be performed.

In addition, the Joint Commission requires that monthly emergency generator tests are conducted with a dynamic load that is at least 30% of the nameplate rating of the generator or meets the manufacturer's recommended prime movers' exhaust gas temperature. If the hospital does not meet either the 30% of nameplate rating or the recommended exhaust gas temperature during any of the monthly tests then they must test each emergency generator once every 12 months using supplemental (dynamic or static) loads of: 25% of nameplate rating for 30 minutes, followed by 50% of nameplate rating for 30 minutes, followed by 75% of nameplate rating for 60 minutes, for a total of 2 continuous hours.

At least once every 36 months, hospitals must test each emergency generator under dynamic or static load that is at least 30% of the nameplate rating of the generator or meets the manufacturer's recommended prime movers' exhaust gas temperature for a minimum of 4 continuous hours.

In addition to the generator maintenance and testing, the automatic transfer switches are required to be maintained in operating condition to provide automatic restoration of power for emergency circuits within ten seconds after normal power failure.

A written record of inspection, performance, exercising period and repairs shall be maintained and available.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$40,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
James Kari, Engineering Director 755-4280
April 4, 2011



Harry Weis
Chief Executive Officer

Attachments: Amendments #1, 2, Original Agreement, Board Order

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Systems AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Provide Maintenance for the Caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (SC0958) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC0958).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC0958) shall not exceed the total sum of \$140,000 for the full term of the Agreement and \$40,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC0958).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 

Dated April 12, 2011

Printed Name ROBERT J ALLEN

Title V.P. & General Manager

Signature 2 

Dated April 12, 2011

Printed Name LINO MARTIN

Title Secretary

****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

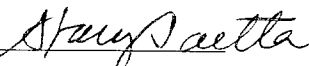
Dated _____

Signature _____
NMC - CEO

Dated _____

Approved as to Legal Form:

Charles J. McKee, County Counsel

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed (as to fiscal provisions)


Auditor/Controller
County of Monterey

Dated: 4/20, 2011

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Systems AND
THE NATIVIDAD MEDICAL CENTER
FOR**

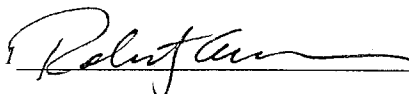
Provide Maintenance for the Caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (SC0958) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC0958).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC0958) shall not exceed the total sum of \$140,000 for the full term of the Agreement and \$40,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC0958).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 

Dated April 12, 2011

Printed Name ROBERT J ALLEN

Title V.P. & General Manager

Signature 2 

Dated April 12, 2011

Printed Name LINO MARTIN

Title Secretary

****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

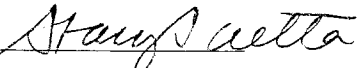
Signature _____
Purchasing Manager

Dated _____

Signature _____
NMC - CEO

Dated _____

Approved as to Legal Form:
Charles J. McKee, County Counsel

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions:


Additor/Controller
County of Monterey

4-22-11

Dated: 4/20, 2011

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Sytems AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Provide Maintenance for the caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (SC 0958) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0958).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0958) shall not exceed the total sum of \$140,000 for the full term of the Agreement and \$40,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0958).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature David A. Covell

Dated 3/8/11

Printed Name David A. Covell

Title Manager EPC&SS

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

Signature [Signature]
NMC - CEO

Dated 3/24/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy County Counsel
Attorneys for County and NMC

Dated: 3/29, 2011

Reviewed as to Fiscal Provisions
[Signature]
Auditor-Controller
County of Monterey 3/29/11

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Sytems AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Provide Maintenance for the caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (SC 0958) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0958).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0958) shall not exceed the total sum of \$140,000 for the full term of the Agreement and \$40,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0958).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature David A. Covell

Dated 3/8/11

Printed Name David A. Covell

Title Manager EPC&SS

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

Signature [Signature]
NMC - CEO

Dated 3/24/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy Attorney
Attorneys for County and NMC

Dated: 3-29-11, 2011

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 3-24-11

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Sytems AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Provide Maintenance for the caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (SC 0958) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0958).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0958) shall not exceed the total sum of \$140,000 for the full term of the Agreement and \$40,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0958).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature David A. Covell Dated 3/8/11
 Printed Name David A. Covell Title Manager EPC&SS

NATIVIDAD MEDICAL CENTER

Signature _____ Dated _____
 Purchasing Manager
 Signature [Signature] Dated 3/24/11
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
 Stacy Sacetta, Deputy Attorney
 Attorneys for County and NMC

Dated: 3-29, 2011

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey 3-29-11



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 07-15-2010

SC 9600 0000000958

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<p>VENDOR QUINN POWER SYSTEMS DEPT 9665 LOS ANGELES CA 90084-9665</p>	<p>S H I P T O NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906</p>	<p>B I L L T O NATIVIDAD MEDICAL CENTER P O BOX 81611 SALINAS CA 93912-1611</p>
<p>VENDOR NUMBER: CV000001834</p>		<p>F.O.B.:</p>
<p>DELIVERY DATE:</p>		<p>DELIVERY DATE:</p>

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				<p>PURCH DESC: CC: 8462 THIS PURCHASE ORDER IS ISSUED TO QUINN POWER SYSTEMS PER AMENDMENT #1 TO AGREEMENT #BPO2128 TO PROVIDE MAINTENANCE FOR CATERPILLAR DIESEL ELECTRIC SETS AND EMERGENCY 6 POWER GENERATORS SERVICES AT NMC.</p> <p>ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT.</p> <p>TERM OF THE AGREEMENT MARCH 1, 2009 THROUGH JUNE 30, 2011 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.</p> <p>THIS PURCHASE ORDER IS VALID 7-1-2010 THROUGH 6-30-2011. A NEW PURCHASE ORDER WILL BE ISSUED AFTER THAT TIME TO THE CURRENT AGREEMENT.</p> <p>THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$50,000</p>			
1	0.0		94899	<p>COMM LINE DESC: NMC Non Physicians Services</p> <p>451 - 9600 - 8142 - NMC001 - 6321 - 50000.00</p>	.00	.00	50,000.00

ORDER TOTAL 50,000.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

<p>TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524</p>	<p>COUNTY BUYER INFORMATION Sidney Cato TELEPHONE: (831)755-4223 x71-4223 EMAIL: catosl@natividad.com</p>
---	--

PRINT DATE: 08/06/10

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901
 PAGE NUMBER: 1 OF 1

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Quinn Power Systems AND
THE COUNTY OF MONTEREY
FOR**

Provide Maintenance for the caterpillar Diesel Electric Sets and Emergency 6 Power Generators for NMC

The parties to Professional Service Agreement, dated March 01, ~~2006~~²⁰⁰⁹ between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quinn Power Systems (Contractor), hereby agree to renew their Agreement No. (BPO 561) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 561).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 561) shall not exceed the total sum of \$100,000.00 for the full term of the Agreement and \$50,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 561).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature David A. Covell

Dated 3/22/10

Printed Name David A. Covell

Title Manager EPC's

COUNTY OF MONTEREY

Signature [Signature]
Purchasing Manager

Dated 4/28/10

Signature [Signature]
NMC - CEO

Dated 5/1/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
William Litt, Deputy
Attorneys for County and NMC

[Signature]

Reviewed as to fiscal provisions 4/19 2010

[Signature]
Auditor-Controller
County of Monterey

4-20-10

Natividad MEDICAL CENTER

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

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and QUINN COMPANY dba QUINN POWER SYSTEMS hereinafter "CONTRACTOR").

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

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Provide maintenance services for caterpillar diesel electric sets, emergency 6 power generators

1. **PAYMENTS BY NMC.** NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 50,000.00

2. **TERM OF AGREEMENT.** The term of this Agreement is from Mar 1, 2009 to Jun 30, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

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

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. **PERFORMANCE STANDARDS.**
 - 4.1. 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 NMC, or immediate family of an employee of NMC.
 - 4.2. 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.

4.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

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

6. TERMINATION.

6.1. During the term of this Agreement, NMC 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.

6.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless, NMC and 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 agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC 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 NMC and the County under this Agreement.

8. INSURANCE.

8.1. 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.

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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 8.2. 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 NMC's Contracts/Purchasing Director.
- 8.3. 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 other 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).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 insured 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 to any 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
 - 9.3. 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.
 - 9.4. Access to and Audit of Records . NMC 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 NMC or as part of any audit of NMC, 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.
 - 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.
10. 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, full 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.
11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 an 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p>	<p>FOR CONTRACTOR:</p>
<p>_____ Name</p>	<p><i>David A. Covell</i> David A. Covell <u>E.P. Commissioning & Support Svc. Mgr.</u> Name and Title</p>
<p><u>1441 Constitution Blvd. Salinas, CA. 93906</u></p>	<p>3500 Shepherd Street City of Industry CA 90601</p>
<p>_____ Address</p>	<p>_____ Address</p>
<p><u>831.755.4111</u></p>	<p><u>562.463.6082</u></p>
<p>_____ Phone</p>	<p>_____ Phone</p>

14. **MISCELLANEOUS PROVISIONS.**

- 14.1. **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.
- 14.2. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.
- 14.4. **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.
- 14.5. **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. **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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC 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.
- 14.14. 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.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. 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.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 5/12/09

By: [Signature]
Department Head (if applicable)

Date: [Signature]

By: [Signature]
William Litt
Deputy County Counsel

Date: 5/2/09

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 5/1/09

CONTRACTOR

Quinn Company
dba Quinn Power Systems
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

Robert J. Allen
V.P. & General Svc. Mgr.
Name and Title

Date: 4/27/09

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

Lino Martin
Controller & Corp. Secretary
Name and Title

Date: 4/27/09

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

EXHIBIT A

SALINAS

QUINN POWER SYSTEMS

EMERGENCY NUMBERS AND LABOR CHARGES

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

Normal working hours (8:00am to 4:30pm / Monday - Friday) call:

CSA Customer Service (non-emergency).....(800) 789-9774

Kelth Krebs - Service Manager.....(831) 775-3408

Joanna Gonzales - Service Coordinator.....(831) 775-3413

For regular or emergency service, call the following numbers:

(831) 758-8461

Exhibit "C"

ADDITIONAL CSA LABOR RATES ARE AS FOLLOWS:

<u>Standard rate:</u> (8:00am to 4:30pm Monday through Friday excluding Holidays)	\$108.00 per hour - Shop \$108.00 per hour - Field
<u>Overtime rate:</u> (after 4:30pm and Saturdays/holidays)	\$159.00 per hour - Shop \$159.00 per hour - Field
<u>Premium time:</u> (over 12 hours per day and Sunday)	\$212.00 per hour - Shop \$212.00 per hour - Field
Travel (truck charges)	\$2.00 per mile

EFFECTIVE NOVEMBER 2, 2007

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/08/2011

PRODUCER

Zurich, Account Service Center
7045 College Blvd.
Overland Park, KS 66211
Fax: 888-734-6776 Ph: 877-225-5276 opt. 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Universal Underwriters Insurance Company

41181

INSURER B: Universal Underwriters of Texas Ins. Co.

40843

INSURER C:

INSURER D:

INSURER E:

INSURED 012906100

QUINN GROUP, INC.; QUINN COMPANY
QUINN POWER SYSTEMS; QUINN USED
PARTS; QUINN SHEPHERD MACHINERY
QUINN POWER SYSTEMS ASSOCIATES
ALTA LIFT, INC.; QUINN RENTAL
SERVICES; QUINN COMMERCIAL, INC.
Q4G PROPERTIES LP; QUINN SHEPHERD
RENTAL SERVICES; QUINN SHEPHERD
POWER SYSTEMS
10006 ROSE HILLS RD.
CITY OF INDUSTRY, CA 90601

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO. LOC	279004B	07-01-2010	07-01-2011	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	279004B	07-01-2010	07-01-2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	X	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	279004B	07-01-2010	07-01-2011	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ 500,000* AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	279004B	07-01-2010	07-01-2011	Each Occurrence \$ 15,000,000 PRODUCTS COMP/OP AGG \$ 45,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER						
Customer's Goods - Direct Primary			279004B	07-01-2010	07-01-2011	\$ 5,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

End. 395, 396 & 763 Applies: The County of Monterey, its Officers, Agents and Employees, are named as Additional Insured. **Quinn, Uncover Policy carries liability limits of \$500,000 underlying along with a \$15,000,000 Commercial Umbrella for a total liability limit of \$15,000,000 per occurrence.** *Garage Liability with a Product Completed Operation Aggregate Limit of \$1,500,000. End. 089-Umbrella Limit Inclusive applies.. Reason for Certificate: General Liability. 30 day notice of cancellation applies, except for cancellation due to non payment of premium.

CERTIFICATE HOLDER

COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD. BLDG 900
SALINAS, CA 93906
Attn: ROXANNE SEGOBIA
Fax: 831-755-4268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



UNIVERSAL UNDERWRITERS INSURANCE COMPANY
7045 College Boulevard, Overland Park, KS 66211

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASM Account # 012906100

Name and Address of Insured: QUINN GROUP, INC.; QUINN COMPANY
 QUINN POWER SYSTEMS; QUINN USED PARTS; QUINN SHEPHERD MACHINERY
 QUINN POWER SYSTEMS ASSOCIATES
 ALTA LIFT, INC.; QUINN RENTAL SERVICES; QUINN COMMERCIAL, INC.
 Q4G PROPERTIES LP; QUINN SHEPHERD RENTAL SERVICES; QUINN SHEPHERD POWER SYSTEMS
 10006 ROSE HILLS RD.
 CITY OF INDUSTRY, CA 90601

ENDORSEMENT NUMBER 395
 OTHER INSURED - (OTHER THAN AUTOS)

The WHO IS AN INSURED condition in this Coverage Part is changed by adding the following to "With respect to GARAGE OPERATIONS (other than the AUTO HAZARD, CUSTOMER COMPLAINT DEFENSE or STATUTE AND TITLE E&O)":

(4) The person or organization shown in the declarations as applicable to this endorsement, its directors, officers and employees but only with respect to your negligent acts.

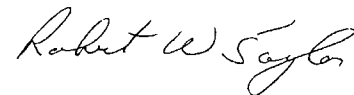
If the injury arises out of your maintenance operation or use of equipment leased to you by such persons or organization, this endorsement does not apply to any occurrence which takes place after the lease expires.

This endorsement modifies insurance provided under the following:	POLICY NUMBER	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (COVERAGE PART 500)	279004B	07/01/2010-07/01/2011

Name of Person or Organization: The County of Monterey, Its Officers, Agents and Employees COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. BLDG 900 SALINAS, CA 93906

Date March 8, 2011

Countersigned by:



Authorized Representative

UNIVERSAL UNDERWRITERS INSURANCE COMPANY
7045 College Boulevard, Overland Park, KS 66211

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASM Account #012906100

Name and Address
of Insured: QUINN GROUP, INC.; QUINN COMPANY
QUINN POWER SYSTEMS; QUINN USED
PARTS; QUINN SHEPHERD MACHINERY
QUINN POWER SYSTEMS ASSOCIATES
ALTA LIFT, INC.; QUINN RENTAL
SERVICES; QUINN COMMERCIAL, INC.
Q4G PROPERTIES LP; QUINN SHEPHERD
RENTAL SERVICES; QUINN SHEPHERD
POWER SYSTEMS
10006 ROSE HILLS RD.
CITY OF INDUSTRY, CA 90601

ENDORSEMENT NUMBER 396
OTHER INSURED - (AUTO)

The WHO IS AN INSURED condition in this Coverage Part is changed by adding the following to "With respect to AUTO HAZARD":

(4) The person or organization shown in the declarations as applicable to this endorsement, its directors, officers and employees but only with respect to your negligent acts.

The who is not an insured condition in this coverage part does not apply to this endorsement.

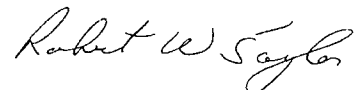
This endorsement modifies insurance provided under the following:	POLICY NUMBER	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (COVERAGE PART 500)	279004B	07/01/2010-07/01/2011

Name of Person or Organization:
The County of Monterey, Its Officers, Agents and Employees

COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD. BLDG 900
SALINAS, CA 93906

Date March 8, 2011

Countersigned by:



Authorized Representative

UNIVERSAL UNDERWRITERS INSURANCE COMPANY
7045 College Boulevard, Overland Park, KS 66211

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASM Account # 012906100

Name and Address
of Insured: QUINN GROUP, INC.; QUINN COMPANY
QUINN POWER SYSTEMS; QUINN USED
PARTS; QUINN SHEPHERD MACHINERY
QUINN POWER SYSTEMS ASSOCIATES
ALTA LIFT, INC.; QUINN RENTAL
SERVICES; QUINN COMMERCIAL, INC.
Q4G PROPERTIES LP; QUINN SHEPHERD
RENTAL SERVICES; QUINN SHEPHERD
POWER SYSTEMS
10006 ROSE HILLS RD.
CITY OF INDUSTRY, CA 90601

ENDORSEMENT NUMBER 763 ADDITIONAL INSURED: PRIMARY AND NON-CONTRIBUTORY CONDITIONS
OTHER INSURANCE THE FOLLOWING IS ADDED: IF: <ol style="list-style-type: none">1. *YOU SPECIFICALLY AGREE IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE INJURY COVERAGE FOR AN OTHER INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS; AND2. THE WRITTEN CONTRACT OR WRITTEN AGREEMENT WAS SIGNED AND EXECUTED PRIOR TO AN OCCURRENCE, CLAIM OR SUIT; THE INSURANCE THAT THIS COVERAGE PART PROVIDES FOR INJURY WILL BE PRIMARY TO THE OTHER INSURED'S POLICY, AND WE WILL NOT SEEK CONTRIBUTION FROM THAT POLICY.

This endorsement modifies insurance provided under the following:	POLICY NUMBER	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (COVERAGE PART 500, 950 AND 980)	279004B	07/01/2010-07/01/2011

<u>Name of Person or Organization:</u> The County of Monterey, Its Officers, Agents and Employees COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. BLDG 900 SALINAS, CA 93906

Date March 8, 2011

Countersigned by:

Robert W. Taylor

Authorized Representative

YEAR

2011

Withholding Exemption Certificate

CALIFORNIA FORM

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Payee's name

QUINN COMPANY, DBA QUINN POWER SYSTEMS

Payee's	<input type="checkbox"/> SSN or ITIN
<input type="checkbox"/> SOS file no.	<input type="checkbox"/> CA corp. no. <input checked="" type="checkbox"/> FEIN
7 7 - 0 5 5 5 8 7 5	

Address (number and street, PO Box, or PMB no.)

DEPT 9665

Apt. no./ Ste. no.

City

LOS ANGELES

State ZIP Code

C A 9 0 0 8 4 9 6 6 5

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) DALE GILBERT, TAX MANAGER Daytime telephone no. 562 463-4717

Payee's signature ► *Dale Gilbert* Date 2-9-11