

 **Natividad** MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and **Quinn Company D/B/A Quinn Power Systems** (hereinafter "CONTRACTOR").

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

1. **GENERAL DESCRIPTION OF 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: **Preventative Maintenance and Repairs to Emergency Generators and Automatic Transfer Switches.**
2. **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 \$184,992.50.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from **July 1, 2015** through **June 30, 2018** 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.
 - 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
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
5. **PERFORMANCE STANDARDS.**
 - 5.1. 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.

5.2. 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.

5.3. 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.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall 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. NMC 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.

7. TERMINATION.

7.1. 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.

7.2. 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.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 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.

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.

9.2 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.

9.3 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 \$1,000,000 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).

9.4 Other 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 (5) 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.

10. RECORDS AND CONFIDENTIALITY.

10.1 **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.

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

- 10.3 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.
- 10.4 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.
- 10.5 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.
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, 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.
12. **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.
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 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 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 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.

14. **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

NATIVIDAD MEDICAL CENTER:

Natividad medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Quinn Company
Attn: Lee Dao
10006 Rose Hills Road
City of Industry, CA 90601
FAX: 562-463-7150
Email: ldao@quinnpower.com

15. MISCELLANEOUS PROVISIONS.

- 15.1 **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.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3 **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.
- 15.4 **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.
- 15.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 **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.

- 15.7 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.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 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 each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 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.
- 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 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.
- 15.16 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: _____
Gary R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:
Monterey County Deputy County Counsel

Date:
May 6, 2015

APPROVED AS TO FISCAL PROVISIONS

By:
Monterey County Deputy Auditor/Controller

Date:
5-6-15

CONTRACTOR

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date:
4-13-2015

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

Name and Title

Date:
4/13/15

*****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 (two signatures required). 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 (two signatures required). 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 (one signature required).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC"
AND
Quinn Company D/B/A Quinn Power Systems, hereinafter referred to as
"CONTRACTOR"**

Scope of Work / Payment Provisions

A. Description of All Services to be Rendered by CONTRACTOR:

Quinn Power Systems is a factory authorized Caterpillar dealer and provides preventive maintenance and repairs on Caterpillar equipment. NMC owns Caterpillar equipment and will retain Quinn Power Systems to perform periodic preventive maintenance on such equipment. Quinn Power Systems is able to perform such periodic preventive maintenance along with necessary repairs.

NMC's Caterpillar equipment are emergency generators and automatic transfer switches. Per the Life Safety Code, the hospital is required to provide a reliable emergency electrical power source. The generators will provide power to the entire NMC Campus during the loss of power. Maintaining the generators requires periodic preventative maintenance along with detailed inspection of all equipment. Joint Commission also requires that monthly emergency tests are conducted with a dynamic load that is at least 30% of the nameplate rating of the generator. Quinn Power Systems will provide multi-point inspections including multiple levels of inspection and frequency. Repairs will be made immediately during inspections to ensure emergency power source is always available for use.

B. CONTRACTOR Obligations:

- CONTRACTOR shall provide scheduled maintenance service inspections per 'CSA PM Level Descriptions' page of Exhibit A.
- Materials such Engine Oil, Oil Filter(s), Fuel Filter(s), Additional Air Filter(s) if required will be replaced and billed to NMC.
- CONTRACTOR shall provide 'On-Call' Emergency service 24/7 on an as-requested basis; Pricing is located on 'Customer Support Agreement Rates' page of Exhibit A.
- CONTRACTOR shall provide typical on-site response within four hours from time of call for emergency services.
- CONTRACTOR shall provide factory trained technicians.
- Ensure technicians are properly trained and credentialed to work in a hospital environment.
- Provide written documentation of the services upon completion of the service.
- CONTRACTOR shall maintain appropriate communications with NMC of findings and recommendations
- CONTRACTOR shall perform all work utilizing safe and secure practices
- CONTRACTOR cannot guarantee the current condition of the generator stator, rotor, excitation system and engine performance that may cause issues and or be directly related to the existing failures at hand. CONTRACTOR can only make recommendations based upon findings and observations throughout the project unless simple adjustments are required which do not impede the progress of the listed work scope.
- All recommendations and issues will be brought to the immediate attention of NMC. A separate proposal for repair will be generated based upon said recommendations and corrective action required.

Exhibit A: Scope of Services/Payment Provisions

C. NMC Obligations:

- NMC shall pay an amount not to exceed \$184,922.50 for the performance of work set forth in the Scope of Services. *DAE*
- NMC shall provide two (2) week advance notice for scheduling of PMs.
- NMC shall facilitate all on-site scheduling, along with all work to be completed during normal business hours.
- The working condition of all components that are not being replaced is NMC responsibility if the system is not under factory warranty.
- NMC is responsible for all fuel costs as associated with generator and switchgear systems sequence of operation testing of all modifications are not included in this quotation.
- NMC shall ensure sufficient information (technical and administrative); instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed.
- NMC shall perform all transfer switching between generators. *DAE*
- NMC shall supply power for testing at point of need.
- NMC shall supply all available electrical drawings and instruction manuals as requested.
- NMC shall supply all protective device settings.
- Procure all necessary access for the CONTRACTORS representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in, the performance of the services.
- Supply, if required, any special equipment and personnel necessary for the performance of the services.
- Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the CONTRACTORS advice whether required or not.
- NMC shall be responsible for replacement of malfunctioning devices.

D. Pricing/Fees:

- For pricing of scheduled maintenance service inspections, please refer to 'Preventative Maintenance Schedule' page of Exhibit A.
- Pricing does not include the necessary 2-6 hour utility outage per building. NMC is responsible to coordinate with utility company.
- Estimated Annual PM Charges Not to Exceed \$50,980.00 per year. *DAE*
- Materials billed as needed and authorized. Examples: Engine Oil, Oil Filter(s), Fuel Filters (s), Air Filter(s). *DAE*
- On Call services shall be billed per 'Customer Support Agreement Rates' page of Exhibit A.
- Prevailing Wages: This Agreement involves the performance of electrical services upon publicly owned or operated facilities requiring the payment of prevailing wages. CONTRACTOR shall comply with provisions of the California Labor Code (Sections 1720 et seq.) governing public works, including the payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
<http://www.dir.ca.gov/OPRL/dprevageddetermination.htm>.
- CONTRACTOR to submit invoices upon completion of deliverables.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- Services used during holidays will be charged at applicable overtime rate. Holidays are defined as:
 - a. Memorial Day

Daila Brill

Exhibit A: Scope of Services/Payment Provisions

- c. Labor Day
- d. Thanksgiving
- e. Christmas Day
- f. New Year's Day
- Summary of Not to Exceed Estimate:

Annual PM Costs	Yearly Costs	Yearly Tax	Years	Total
	\$50,980.00	\$4,651.93	3	\$166,895.78
"On Call" Estimates				
	Hourly Rate	Days Per Year	Years	Total
Emergency Labor Estimate*	\$111.00	5	3	\$13,320.00
	Mileage Rate	Miles Per Year		
Mileage Estimate	2.75	32	3	\$264.00
Estimated Parts for Emergency Calls				\$4,512.72
Total Agreement Not to Exceed				\$184,992.50



PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer #: 453100

EXHIBIT "A"

Agreement #: 3314

Customer: **Natividad Medical Center**
Address: 1441 Constitution Rd.
SALINAS CA 93906

Date: 4/1/2015
Phone No. 831-783-2601

Fax No.

Prepared by: Frank Dupree
(562) 463-4783

Attention: **Roxanne Segobia**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	PM Level1	PM Level 2	PM Level4	PM ATS	LOADBANK	Breakers	TOTAL
Caterpillar 3516, SN 25Z04884 #1: 1441 Constitution Rd., SALINAS	LABOR: \$305.00 EST. PARTS: \$25.00	\$915.50 \$1,958.00	\$1,220.00		\$2,100.00		\$8,523.50
Caterpillar 3516DITA, SN 25Z04886 #2: 1441 Constitution Rd., SALINAS	LABOR: \$305.00 EST. PARTS: \$25.00	\$915.50 \$1,958.00	\$1,220.00		\$2,100.00		\$8,523.50
Caterpillar 3306, SN 2TM00183 #3: 1441 Constitution Rd., SALINAS	LABOR: \$305.00 EST. PARTS: \$25.00	\$527.00 \$299.00	\$1,000.00		\$900.00		\$2,956.00
MQ Power DCA-125SJU4I, SN 7501465 #4: 1441 Constitution Rd., SALINAS	LABOR: \$250.00 EST. PARTS: \$25.00	\$527.00 \$326.00	\$1,000.00		\$900.00		\$3,028.00
Main Building ATSs							
Ruselectric RTBD-12003CEF, SN See List Befo ATS Main Bldg: 1441 Constitution Rd., SALINAS	LABOR:			\$12,069.00			\$12,069.00
400 Building ATSs							
Ruselectric Various, SN 21908-10B ATS 400 Bldg: 1441 Constitution Rd., SALINAS	LABOR:			\$1,405.00			\$1,405.00
Breakers and relays							
1441 Constitution Rd., SALINAS	LABOR:					\$18,475.00	\$18,475.00
Sub Total:							\$50,980.00

<p>PM Level 1 Multi Point Inspection ←---COVERED</p> <ul style="list-style-type: none"> * 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. 	<p>PM Level 3 - Cooling System Service</p> <ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Replace all coolant hoses and clamps. * 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. * 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.
<p>PM Level 2 Annual Service-Major w/ Multi Point Inspection ←---COVERED</p> <ul style="list-style-type: none"> * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped. Optional Air Filter cost = \$1,000.00 * Submit report to customer. 	<p>PM Level 7 - Starting Battery Replacement</p> <ul style="list-style-type: none"> * 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.
<p>PM Level 4 Minor Inspection ←---COVERED</p> <ul style="list-style-type: none"> * 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 & thermostats 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. 	<p>PM Level 11 - Automatic Transfer Switch Service</p> <ul style="list-style-type: none"> * 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.
<p>PM Level 5 - Loadbank Test ←---COVERED</p> <ul style="list-style-type: none"> * Provide 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. 	<p>PM Level 17 - Infra-Red Thermography Inspection</p> <ul style="list-style-type: none"> * 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.
<p>PM Level 8 - Fuel Sampling</p> <ul style="list-style-type: none"> * Draw fuel sample from fuel tank & submit to lab for analysis during PM Services * Provide report to customer. 	<p>PM Level 22 - UPS Service</p> <ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection for ir 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.
<p>PM Level 9 - Fuel Polishing</p> <ul style="list-style-type: none"> * 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 * Provide report to customer. 	
<p>PM Level 10 - Megohmmeter Alternator Winding</p> <ul style="list-style-type: none"> * 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. 	

Exhibit A: ATS Testing, Main Bldg – Qty 9 & Bldg 400, Qty 3

1.0 SCOPE

The following apparatus shall be tested in accordance with Section: Preventative

Maintenance Schedule "Main Building ATSS and 400 Building ATSS.

Automatic Transfer Switches

MAIN BUILDING:

ATS – 1: MODEL # RTBD-20004CEF
SERIAL # 21908-4B
VOLTS: 480
AMPS: 2000

ATS – 2: MODEL # RTBD-10004CEF
SERIAL # 21908-70
VOLTS: 480
AMPS: 1000

ATS – 3 MODEL # RTBD-12003CEF
SERIAL # 21908-6B
VOLTS: 480
AMPS: 1200

ATS – 4 MODEL # RTBD-12003CEF
SERIAL # 21908-6D
VOLTS: 480
AMPS: 1200

ATS – 5: MODEL # RTBD-6003CEF
SERIAL # 21908-80
VOLTS: 480
AMPS: 600

ATS – 6: MODEL # RTBD-6003CEF
SERIAL # 21908-80
VOLTS: 480
AMPS: 600

ATS – EC1 MODEL # RTBD-10004CEF
SERIAL # 21908-7B
VOLTS: 480
AMPS: 1000

ATS – EL1 MODEL # RTBD-2604CEF
SERIAL # 21908-9B
VOLTS: 480
AMPS: 260

ATS – ER1: MODEL # RTBD-20003CEF
SERIAL # 21908-5B
VOLTS: 480
AMPS: 2000

400 BUILDING:

ATS – EC MODEL # RTBD-4004CEF
SERIAL # 21908-10B
VOLTS: 480
AMPS: 400

ATS – EE MODEL # RTBD-2603CEF
SERIAL # 21908-118
VOLTS: 480
AMPS: 260

ATS – EL MODEL # RTBD-1004CEF
SERIAL # 21908-12B
VOLTS: 480
AMPS: 100

2.0 PROCEDURES

2.1 Automatic Transfer Switches

2.1.1 Visual and Mechanical Inspection

- .1 Documentation of equipment nameplate data.
- .2 Inspection for physical damage and anchorage.
- .3 Verification of proper manual transfer operation if permissible by customer.
- .4 Verification that manual transfer instructions and warning labels are installed and visible.
- .5 Cleaning and lubrication of transfer mechanism, as required. Verification of alignment and operation in accordance with manufacturer's instructions.
- .6 Verification of proper operation of all mechanical and electrical interlocks.
- .7 Verification of tightness of all cable connections, control connections and bus joints.
- .8 Verification of proper operation of manual transfer, bypass and isolation functions as applicable.

2.1.2 Electrical Tests

- .1 Verification of operation and timing of the following items as applicable:
 - "Normal" voltage sensing relays.
 - "Alternate" voltage sensing relays.
 - Test switch.
 - Engine start sequence.
 - Time delay upon transfer.
 - Alternate voltage sensing relay.
 - Time delay and re-transfer upon normal power restoration.
 - Engine cool-down time delay and shutdown.
- .2 Contact resistance measurements on each pole.
- .3 Voltage drop testing of phase-to-phase.

Exhibit A: Breakers and Relays testing

1.0 SCOPE

Annual Generator Paralleling Switchgear Maintenance Testing

All testing will be performed using either "As Found" coordination settings or those supplied to Quinn prior to testing.

2.0 PROCEDURES

- 1. Breakers. Quantity- 11**
2-3200 amp breakers. 6- 1600 amp breakers. 3- 200 amp breakers.
Perform secondary injection testing of the circuit breakers per NETA MTS 2103 guidelines. Verify coordination study set points if provided.
- 2. Ground Fault Relays. Quantity- 9**
Perform Ground Fault relay verification per NETA MTS 2013 guidelines.
- 3. Reverse Power Relays. Quantity- 2**
Perform Verification of the Relays Utilizing a Doble F6150.



Customer Support Agreement Rates

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax
EXHIBIT "A"

EMERGENCY NUMBERS

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
CSA Manager.....	David Covell	(562) 463-6082
CSA Coordinator.....	Michelle Salinas	(562) 463-6037
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
Travel (truck charges)	\$2.75 per mile plus Travel Time		

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 "A".

EFFECTIVE APRIL 07, 2010