

Attachment B

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") 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:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Preventative maintenance and emergency repairs on County of Monterey generators.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 15, 2021 to August 14, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B - Preventative Maintenance Schedule; Exhibit C - CSA Preventative Maintenance Level Descriptions; Exhibit D - CSA Equipment Inspection Checklist; and Exhibit E - CSA Labor Rate and Contact Information

Quinn Company
dba Quinn Power Systems

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

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

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

7.03 The County'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 the County's purchase of the indicated quantity of services, then the County 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.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, 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 the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 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.

Agreement Over \$100,000 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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance 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 form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

10.0 **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 the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **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:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal-Martinez Management Analyst III	Frank Dupree Jr. Customer Service Agreements Technical Quoter
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	3500 Shepherd Street City of Industry, California 90601
Address	Address
(831) 755-8966	(562) 463-4783
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

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

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

16.0 SIGNATURE PAGE.

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

By: DocuSigned by: COUNTY OF MONTEREY
7B741937AA0D41B...
Date: 8/30/2021 | 11:17 AM PDT
Contracts/Purchasing Officer

By: _____
Date: _____
Department Head (if applicable)

By: _____
Date: _____
Board of Supervisors (if applicable)

Approved as to Fiscal Provisions¹ by:
By: DocuSigned by: Mary Grace Perry
A1933B26E717442...
Date: 8/24/2021 | 8:56 AM PDT
County Counsel

Approved as to Fiscal Provisions²
By: DocuSigned by: Gary Giboney
D3834BFEC1D8449...
Date: 8/24/2021 | 10:36 AM PDT
Auditor/Controller

Approved as to Liability Provisions³
By: _____
Date: _____
Risk Management

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

By: H.K.O.
(Signature of Chair, President, or Vice-President) *

Henry Quan, EVP
Name and Title
Date: 8-23-2021

By: M. Locke
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Michelle Locke, CFO
Name and Title

Date: 8/23/2021

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Quinn Company dba Quinn Power Systems, hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 Preventive Maintenance - Planned Maintenance Services (Preventive Maintenance) shall be performed on the equipment identified and as described in the Preventive Maintenance Schedule (see Exhibit B) and the Customer Service Agreement (CSA) PM Level Descriptions (see Exhibit C). Each preventive maintenance call shall be coordinated with County’s Department of Public Works, Facilities, & Parks staff. Services identified as PM1 in Exhibit B shall be performed annually and services identified as PM2 shall be performed annually. Upon completion of each service call, a summary of the preventive maintenance tasks completed shall be provided to County using the CSA Equipment Inspection Checklist as provided in Exhibit D.

A.1.2 Load Bank Testing - CONTRACTOR shall perform a two (2) hour load bank test annually on County's present systems (see Exhibit B). All labor, parts, travel, and mileage charges are included in the Labor Charges (see Exhibit E).

A.1.3 Emergency Services - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel shall assess County site within four (4) hours of being notified. Emergency service shall be provided twenty-four (24) hours per day, seven (7) days a week, and 365 days a year. Labor rates for emergency services are included in Exhibit E. Cost of parts for emergency repairs will be billed to County upon completion of services.

A.2 CONTRACTOR shall produce inspection reports after completion of services and by no later annually. All inspection reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual.

Ronald R. Aunchman, Sr. Building Maintenance Supervisor
County of Monterey, Department of Public Works, Facilities, & Parks
855 East Laurel Drive, Building C
Salinas, California 93905
Email: aunchmanrr@co.monterey.ca.us

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$100,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. This not to exceed amount includes a reserve of \$20,000 for emergency repair of items not listed in section A.1.3 above. CONTRACTOR's compensation for services listed as Emergency Services in this Agreement shall be based on the labor rates included in Exhibit E.

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

Any parts required to complete PM, repairs and emergency services will be billed at cost. Applicable tax rates may apply and will be invoiced as a separate line item.

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including 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/public-works/prevailing-wage.html>

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

B.2 CONTRACTOR'S BILLING PROCEDURES

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, project name and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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

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

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

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

B.2.1 For services described as PM1 annual services in section A.1.1 above, CONTRACTOR shall bill County **\$7,233** annually for labor. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.2 For services described as PM2 annual services in section A.1.1 above, CONTRACTOR shall bill County **\$18,371** annually. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.3 For services described as Load Bank Testing annual services in section A.1.2 above, CONTRACTOR shall bill County **\$19,250** annually. This represents the complete cost of the services including equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.4 Any additional work not included in this Agreement shall be approved in advance in writing by County and an amendment to this Agreement may be required before the additional work is started.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2.5 Exhibit B is not intended to provide a complete list of County facilities at which the CONTRACTOR shall provide services. At any time, County may identify additional generators at additional County facilities. Upon County's written notice to CONTRACTOR, County may add additional generators to this Agreement. At such time, the parties shall agree to pricing for the additional generators. Costs for added additional generators shall come from the miscellaneous expenses budget not to exceed **\$35,146** and included in this Agreement.

PREVENTIVE MAINTENANCE SCHEDULE

		<p>PREVENTIVE MAINTENANCE SCHEDULE</p> <p>CSA & SUPPORT SERVICES (800) 789-9774</p> <p>Customer # : 439503 Agreement # : 3309</p> <p>EXHIBIT "C"</p>
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Customer: **Co of Monterey Facilities** Date: 7/1/2020
 Address: 1441 Schilling Pl. 2nd Floor Phone No. 831-755-4991
 SALINAS CA 93901 Fax No.

Attention: **Ron Aunchman**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 1	PM LEVEL 2	LOADBANK		TOTAL
Monterey Courthouse						
Caterpillar D80-8, SN CN600150	LABOR:	\$358.00	\$748.00	\$1,000.00		\$2,441.00
#1: 1200 Aguajito Road, MONTEREY	EST. PARTS:	\$30.00	\$305.00			
Monterey Courthouse						
Lister TS3A, SN 3505788TS3A08	LABOR:	\$358.00	\$618.00	\$550.00		\$1,768.00
#2: 1200 Aguajito Road, MONTEREY	EST. PARTS:	\$30.00	\$212.00			
Juvenile Hall						
John Deere 6090HFG86, SN SGM32MVNN	LABOR:	\$260.00	\$585.00	\$1,600.00		\$2,838.00
#3: 1420 Natividad Rd., MONTEREY	EST. PARTS:	\$30.00	\$363.00			
Monterey Courthouse-Salinas						
Caterpillar C15, SN FSE02938	LABOR:	\$260.00	\$650.00	\$1,650.00		\$2,998.00
#4: 240 Church St., MONTEREY	EST. PARTS:	\$30.00	\$408.00			
Youth Center						
Caterpillar 3406, SN 4LM00605	LABOR:	\$260.00	\$585.00	\$1,600.00		\$2,776.00
#5: 855 E. Laurel Lane, MONTEREY	EST. PARTS:	\$30.00	\$301.00			
Fleet Mgmt. Gas Station						
Lister HL4, SN 3500441HL4A03	LABOR:	\$260.00	\$585.00	\$650.00		\$1,715.00
#6: 970 Circle Dr., MONTEREY	EST. PARTS:	\$30.00	\$190.00			
Huckleberry Hill						
Kohler 12 RES, SN 36FGMGC0062	LABOR:	\$358.00	\$683.00	\$550.00		\$1,761.00
#7: Sunset Drive, MONTEREY	EST. PARTS:	\$30.00	\$140.00			
Mt. Toro-Upper						
Caterpillar DG60, SN T3700438	LABOR:	\$358.00	\$683.00	\$700.00		\$2,020.00
#8: Dorrance Ranch, MONTEREY	EST. PARTS:	\$30.00	\$249.00			
Emergency Services Bldg.						
Caterpillar 3406, SN KPS00989	LABOR:	\$260.00	\$555.00	\$1,600.00		\$2,745.00
#9: 1322 Natividad Rd., MONTEREY	EST. PARTS:	\$30.00	\$300.00			
Social Services Bldg.						
Caterpillar 3406, SN 4RG01752	LABOR:	---	---	---	---	---
#10: 713 La Guardia St., MONTEREY	EST. PARTS:	---	---	---	---	---
Animal Shelter						
John Deere 4045T, SN PE4045T15633	LABOR:	\$260.00	\$585.00			\$1,080.00
#11: 160 Hitchcock Rd., MONTEREY	EST. PARTS:	\$30.00	\$205.00	Fire Pump		
Government Admin						
Olympian D200P4, SN 163455/012	LABOR:	\$260.00	\$585.00	\$1,550.00		\$2,686.00
#12: 168 W. Alisal St., MONTEREY	EST. PARTS:	\$30.00	\$261.00			
Health Dept.						
Caterpillar D125-6, SN E6M01094	LABOR:	\$260.00	\$585.00	\$1,200.00		\$2,325.00
#13: 1270 Natividad Rd., Van Nuys	EST. PARTS:	\$30.00	\$250.00			
Co. of Monterey Laurel Yard						
Caterpillar C13, SN PW300162	LABOR:	\$260.00	\$585.00	\$1,350.00		\$2,578.00
#14: 855 E. Laurel Dr., MONTEREY	EST. PARTS:	\$30.00	\$353.00			

 		CSA PM LEVEL DESCRIPTIONS CSA & SUPPORT SERVICES (800) 789-9774 (562) 463-7150 Fax Customer # : 439503 EXHIBIT "A" Agreement # : 3309	
PM Level 1 Multi Point Inspection <---COVERED	PM LB Load Bank Testing <---COVERED	<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 ir 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. 	
PM Level 2 Annual Service-Major w/ Multi Point Inspection <---COVERED		PM Megohmmeter Generator Electrical Winding Test	
<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), coolant filter(s), as equipped. Optional Air Filter cost = Additional Cost 		<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. 	
PM Level 3 Cooling System Service		PM ATS Automatic Transfer Switch Service	
<ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Flush cooling system with fresh water. * Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended). * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Rod and clean oil cooler or heat exchanger as equipped (if required). * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer. 		<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 arching, 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 arching, 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 PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer. 	
PM Level 4 Minor Inspection		PM Battery Battery Replacement	
<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 and inlet/outlet t-stats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer. 		<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. * ir disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer. 	
PM Hourly Service per Unit Run Hours		PM IR Infra-Red Thermography Inspection	
<ul style="list-style-type: none"> * PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements. 		<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. 	
PM SWG Switchgear Service		PM UPS UPS Service	
<ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems. * Submit report to customer. 		<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. 	



INSPECTION REPORT

Date: 1/0/00 Job No.: 0
 Tech ID: 8186 Job Type: 0
 Name: Sample Test - (562) 463-6051
 Store: 37 (562) 463-6051

3500 Shepherd Street, City of Industry, CA 90601

Customer Information

Account : 0 Agreement #: 0

Site Name:	SAMPLE INSPECTION	City:	0	Contact Name:	0
Address:	0	Zip:	0	Phone No.:	0

Equipment Information

GENERATOR

Engine Make:	0	Generator Make:	0	Meter Hour:	0	Phase:	0
Engine Model:	0	Generator Model:	0	Electric Hour:	0	Amps:	0
Engine Serial #:	0	Generator Serial #:	0	kW Hour:	0	Hertz:	0
Engine Spec #:	0	Generator Rated kW:	0	Volt AC:	0	kVA:	0

Pre-Inspection Checklist				Generator Checks			
Obtain Authorization and Access				Check Exiter and Regulator connections			
Is Transfer Test Performance Authorized by Customer?				Check Brushes and Slip Rings			
Generator Breaker Found				Check Generator Bearings and lubricate as needed			
Control Panel Found				Check ATS for cleanliness and Sign of Arcing			
Engine Checks				Charger Output and Battery Condition			
Check Engine Oil Level				Check Battery Cables and tighten all Lugs			
Check Coolant Level				Check Battery Acid level and fill if required			
Check operation of Block Heater / Temp F				Clean Battery Top and apply Battery Post Applicators			
Check Radiator / Expansion Tank Cap				Check Battery Charger output			
Check for Oil leaks				Type:		Grp/Part#:	
Check for Coolant leaks				Date:		Quantity:	
Check for Fuel leaks				Battery # 1			Voltage drop @
Check Turbocharger rotation and end play				vDC	Amp		Startup
Check Governor response				Cell 1 vDC	Cell 2 vDC	Cell 3 vDC	Cell 4 vDC
Check Governor Linkage and lubricate as needed				Cell 5 vDC	Cell 6 vDC		
Check all Hoses for brittleness, cracks, weakness				Battery # 2			Voltage drop @
Check and tighten all Hose Clamps				vDC	Amp		Startup
Check Radiator Fins for debris				Cell 1 vDC	Cell 2 vDC	Cell 3 vDC	Cell 4 vDC
Check Fan Drive Assembly and lubricate as needed				Cell 5 vDC	Cell 6 vDC		
Check all Belts for cracks and adjust if required				Safety Systems Checks			
Check Daytank with Water Finding Paste				High Water Temperature			
Check Daytank operation				Low Oil Pressure			
Inspect Air Filter Element, Seals and Piping				Low Fuel Level			
Inspect Air Inlet System for damage/loose connection				Over Crank			
Is there evidence of Wetstacking?				Over Speed			
Spark Ignited Engines				After Shutdown Checks			
Check Distributor Cap and Rotor				Take Fluid Samples <input type="checkbox"/> Oil Sample <input type="checkbox"/> Coolant Sample <input type="checkbox"/> Fuel Sample			
Check Ignition Point gap and adjust if required				Generator Breaker Left			
Check Plug Wires for brittleness and corrosion				Control Panel Left			
Check Spark Plugs gap				Battery Charger is on and working correctly			
Check Ignition Timing and adjust if needed				Block Heater is on and working correctly			
Check Air-Fuel ratio and adjust if needed				Additional Recommended Service(s)			
Check Carburetor Linkage and adjust if required				ATS Service Recommended?			
Engine Speed RPM		Oil Pressure PSI		Loadbank Test Recommended?			
Coolant Temp F		Fuel Pressure PSI		Cooling Systems Service Recommended?			
Coolant Protection F		Alt Charge Rate vDC		Engine Starting Battery Replacement Recommended?			
Coolant Ph		DC Amps		Fuel Polishing Service Recommended?			
Comments:							

Customer Signature: _____ Technician Signature: _____
 Print Name: _____ Customer Phone #: _____

		<p>Customer Support Agreement Contact Info</p> <p>CSA & SUPPORT SERVICES (800) 789-9774 (562) 463-7151 Fax EXHIBIT "B"</p>
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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 time of 4 hours or less.

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

During normal working hours (7:00AM to 05:00PM Monday – Friday) call:

Customer Service.....		(800) 789-9774
Sales Representative.....	Geoffrey Matlock	(661) 391-3536
Service Manager.....	Brian Bennett	(559) 891-5445
CSA Coordinator.....	Michelle Salinas	(562) 463-6037
After hours, Saturdays, Sundays and holidays, call		(831) 758-8461

CONTRACT CUSTOMER LABOR RATES ARE AS FOLLOWS:

	<u>CONTRACT RATE</u>	<u>STANDARD RATE</u>	
<u>Standard rate:</u> (7:00AM to 03:30PM Monday through Friday excluding Holidays)	\$130.00	\$175.00	per hour – Shop
	\$130.00	\$175.00	per hour – Field
<u>Overtime rate:</u> (after 03:30PM and Saturdays/Holidays)	\$195.00	\$262.50	per hour – Shop
	\$195.00	\$262.50	per hour – Field
<u>Premium time:</u> (over 12 hours per day or Sunday)	\$260.00	\$350.00	per hour – Shop
	\$260.00	\$350.00	per hour – Field

Travel (truck charges) Travel Time @ Hourly Rate

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