



**COUNTY OF MONTEREY AGREEMENT FOR SERVICES**  
**(MORE THAN \$200,000)**

This Agreement for Services (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center (“COUNTY”), a general acute care teaching hospital wholly owned and operated by the County, and Quinn Company dba Quinn Power Systems (hereinafter “CONTRACTOR”, collectively COUNTY and CONTRACTOR are referred to as the “Parties”).

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.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit B** in conformity with the terms of the Agreement. The services are generally described as follows:  
Maintenance of Generators and Automatic Transfer Switch Services .
2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, 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 \$ 250,000 .
3. **TERM OF AGREEMENT.**
  - 3.1. The term of this Agreement is from July 1, 2024 through June 30, 2027 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.
  - 3.2. COUNTY 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: Addendum No. 1 to Agreement

Exhibit B: Scope of Services/Payment Provision

**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 COUNTY, or immediate family of an employee of COUNTY.
- 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 COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY 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 (COUNTY) 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. COUNTY shall certify the invoice, either in the requested amount or in such other amount as 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. TERMINATION.**

- 7.1. ~~During the term of this Agreement, 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~~  CONTRACTOR  
COUNTY

~~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.~~ See Addendum No. 1

7.2. ~~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, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.~~ See Addendum No. 1

DS  
kp  
CONTRACTOR  
COUNTY

7.3 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 COUNTY's purchase of the indicated quantity of services, then 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. 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.~~ See Addendum No. 1

DS  
kp  
CONTRACTOR  
COUNTY

**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 Natividad's Contracts 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 COUNTY 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 Natividad's Contracts Department Manager.

- 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.

- 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to 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 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 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 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by 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 COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts 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 COUNTY, annual certificates to Natividad's Contracts Department. 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 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 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. 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 or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of 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 other to do so, all writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, 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 COUNTY pursuant to a contract with the state or federal government in which COUNTY 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, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent

employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY 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:**

Name: Quinn Company dba Quinn Power Systems  
Attn: Michelle Locke  
Address: 10006 Rose Hills Rd  
City, State, Zip: City of Industry, CA 90601  
FAX: \_\_\_\_\_  
Email: michelle.locke@quinngroup.net

**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 COUNTY and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by 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.
- 15.4 **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: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. 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 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.
- 15.8 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 COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: 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 Integration: This Agreement, including the exhibits, represents the entire Agreement between 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY 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.

**COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO Natividad

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
696D21B44C4341D  
Monterey County Deputy County Counsel

Date: 5/14/2024 | 10:04 AM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Ma Mon  
2617DD07D65495  
Monterey County Deputy Auditor/Controller

Date: 5/13/2024 | 8:26 PM PDT

**CONTRACTOR**

Quinn Company dba Quinn Power Systems

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

DocuSigned by:  
Michelle Locke  
F2D1646DC7349E  
Signature of Chair, President, or Vice-President

Michelle Locke, Vice President & CFO  
Name and Title

Date: 5/13/2024 | 9:48 AM PDT

DocuSigned by:  
By: Kris Paluzzi  
1A4084B4B3E749E  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer  
or Asst. Treasurer)

Kris Paluzzi, Asst. Secretary & Controller  
Name and Title

Date: 5/2/2024 | 8:48 AM PDT

**\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**EXHIBIT A:**

**ADDENDUM NO. 1 TO AGREEMENT**

**TO AGREEMENT BY AND BETWEEN QUINN COMPANY D/B/A QUINN POWER SYSTEMS, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR MAINTENANCE OF GENERATORS AND AUTOMATIC TRANSFER SWITCH SERVICES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between QUINN COMPANY D/B/A QUINN POWER SYSTEMS, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

**I. The first sentence of Section 7.1 shall be amended to the following:**

During the term of this Agreement, either Party may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination.

**II. Section 7.2, "TERMINATION" shall be amended to the following:**

"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. CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to COUNTY. "Good cause" includes, but is not limited to, the failure of COUNTY to pay CONTRACTOR's invoices pursuant to the payment terms in Section 6, "PAYMENT CONDITIONS."

III. Section 8.1, “INDEMNIFICATION” shall be amended to the following:

**“MUTUAL INDEMNIFICATION.**

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

B. The COUNTY shall indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.”

*Signature page to follow.*

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><b><u>County of Monterey, on behalf of Natividad Medical Center</u></b></p>	<p><b><u>QUINN COMPANY D/B/A QUINN POWER SYSTEMS</u></b></p>
	<p>DocuSigned by: <i>Michelle Locke</i> F2D16464DC7349E...</p>
<p>Charles R. Harris, CEO</p>	<p>Signature of Chair, President or Vice-President Michelle Locke, Vice President &amp; CFO</p>
<p>Date</p>	<p>5/13/2024   9:48 AM PDT Date</p>
<p><b><u>Approved as to Legal Provisions:</u></b></p>	
<p>DocuSigned by: <i>Stacy Saetta</i> 036D21D44C434FD...</p>	<p>DocuSigned by: <i>Kris Paluzzi</i> 1A4084B4B3E749E...</p>
<p>Monterey County Deputy County Counsel 5/14/2024   10:04 AM PDT</p>	<p>Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer Kris Paluzzi, Asst. Secretary &amp; Controller</p>
<p>Date</p>	<p>Printed Name and Title 5/2/2024   8:48 AM PDT</p>
<p><b><u>Approved as to Fiscal provisions:</u></b></p>	
<p>DocuSigned by: <i>Ma Mon</i> 2617DD077D65495...</p>	<p><u>Signature Instructions</u></p>
<p>Monterey County Chief-Deputy Auditor-Controller 5/13/2024   8:26 PM PDT</p>	<p>For 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).</p>
<p>Date</p>	

## **Exhibit B: Scope of Services/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. COUNTY 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.

COUNTY's Caterpillar equipment are emergency generators and automatic transfer switches. Per the Life Safety Code<sup>1</sup> the hospital is required to provide a reliable emergency electrical power source. The generators will provide power to the entire COUNTY 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 shall provide multi-point inspections including multiple levels of inspection and frequency. Repairs shall be made immediately during inspections to ensure emergency power source is always available for use.

### **B. CONTRACTOR Obligations:**

1. CONTRACTOR shall provide scheduled maintenance service inspections stated herein Exhibit B page(s) 6 under "CSA PM Level Descriptions".
2. CONTRACTOR shall provide ATS Testing in accordance with the preventative stated herein Exhibit B page(s) 7 and 8 under "ATS Testing, Main Bldg.- Qty. 9 & Bldg. 400, Qty. 3."
3. CONTRACTOR shall provide an annual generator paralleling switchgear maintenance testing stated herein Exhibit B page(s) 9 under "Breakers and Relays Testing".
4. Materials such Engine Oil, Oil Filter(s), Fuel Filter(s), Additional Air Filter(s) if required will be replaced and billed to COUNTY.
5. CONTRACTOR shall provide 'On-Call' Emergency service 24/7 on an as-requested basis.
6. CONTRACTOR shall provide typical on-site response within four hours from time of call for emergency services.
7. CONTRACTOR shall provide factory trained technicians.
8. Ensure technicians are properly trained and credentialed to work in a hospital environment.
9. Provide written documentation of the services upon completion of the service.
10. CONTRACTOR shall maintain appropriate communications with COUNTY of findings and recommendations.
11. CONTRACTOR shall perform all work utilizing safe and secure practices.
12. 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.

13. All recommendations and issues will be brought to the immediate attention of COUNTY. A separate proposal for repair will be generated based upon said recommendations and corrective action required.

**C. COUNTY Obligations:**

1. COUNTY shall provide two (2) week advance notice for scheduling of PMs.
2. COUNTY shall facilitate all on-site scheduling, along with all work to be completed during normal business hours.
3. The working condition of all components that are not being replaced is COUNTY's responsibility if the system is not under factory warranty.
4. COUNTY is responsible for all fuel costs as associated with generator and switchgear systems; sequence of operation testing of all modifications are not included.
5. COUNTY 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.
6. COUNTY shall perform all transfer switching between generators.
7. COUNTY shall supply power for testing at point of need.
8. COUNTY shall supply all available electrical drawings and instruction manuals as requested.
9. COUNTY shall supply all protective device settings.
10. Procure all necessary access for the CONTRACTOR's 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.
11. 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 CONTRACTOR's advice whether required or not.
12. COUNTY shall be responsible for replacement of malfunctioning devices.

**D. Pricing/Fees:**

**1. SCHEDULED MAINTENANCE SERVICE INSPECTIONS FEES:**

GUARANTEED PERFORMANCE	FREQUENCY	TOTAL FEE
PM Level 1- Multi Point Inspection	Three (3) visits per year.	\$5,176.50
PM Level 2- Annual Service	One (1) visit per year.	\$12,525.98
PM Level 11- ATS Maintenance	One (1) visit per year.	\$14,899.50
PM Level 5- Load Bank 4 hours test duration	One (1) visit per year.	\$11,865.00
PM Level 8- Fuel Sample Analysis	One (1) sample per year.	Included in PM 2

Total PM fee included optional LOADBANK TEST not to exceed: \$44,467

**2. CUSTOMER LABOR RATES – Quinn Power Systems, Coast Region (effective July 1, 2024):**

<i><b>PREFERRED CUSTOMER LABOR RATES</b></i>			
	<b>Preferred Rate</b>	<b>Overtime</b>	<b>Premium Rate</b>
CLS- Contract Labor- Contract General Maintenance	<b>\$158.00</b>	<b>\$237.00</b>	<b>\$316.00</b>
FLD- Field Labor Advanced Engine Tech	<b>\$215.00</b>	<b>\$322.50</b>	<b>\$430.00</b>
AES- AES- Electrical Group	<b>\$255.00</b>	<b>\$382.50</b>	<b>\$510.00</b>

3. On Call services shall be billed at the preferred customer labor rates as stated herein.
4. 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.
5. Pricing does not include the necessary 2–6-hour utility outage per building. COUNTY is responsible to coordinate with utility company.
6. Materials billed as needed and authorized. Examples: Engine Oil, Oil Filter(s), Fuel Filter(s), Air Filter(s).
7. CONTRACTOR to submit invoices upon completion of deliverables.
8. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
9. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.
10. COUNTY 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.
11. Services used during the holidays will be charged at applicable overtime rate. Holidays are defined as:
  - Memorial Day
  - Labor Day
  - Thanksgiving
  - Christmas Day
  - New Year’s Day
12. COUNTY and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the Monterey County Travel and Business Expense Reimbursement Policy. A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures> To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

13. **Prevailing Wages:** This Agreement involves the performance of electrical services upon publicly owned or operated facilities requiring the payment of prevailing wages.

- **Prevailing Wages:** 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/dlsr/DPreWageDetermination.htm>.
- **DIR Registration:** During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
- **Posting of Prevailing Wages at Job Site:** CONTRACTOR and COUNTY agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

#### E. WARRANTIES:

- a. **Limited Parts Warranty:** Except for Caterpillar batteries, service tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts which are covered under separate limited warranties, CONTRACTOR warrants new Caterpillar parts sold by CONTRACTOR are free from defects in materials and workmanship subject to the following provisions. During the first six (6) months after purchase of the part by DISTRICT, CONTRACTOR will, as an exclusive remedy, provide a new part or a repair part, whichever CONTRACTOR elects, in place of any part which in CONTRACTOR's sole judgment is found to be defective in material or workmanship. Such part will be provided without charge to COUNTY during normal working hours at CONTRACTOR's place of business, provided that the defective part is returned to CONTRACTOR's place of business. Any replacement part provided under the terms of this warranty is warranted for the remainder of the warranty period applicable to the part which it replaces. Receipt of parts by COUNTY acknowledges familiarity with applicable warranties. A copy of the appropriate limited warranty for Caterpillar batteries, services tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts is available to COUNTY upon request. CONTRACTOR shall not be responsible for any failures resulting from COUNTY's abuse, misuse, neglect, or improper installation or maintenance.
- b. **Limited 90 Day Services Warranty:** Except for reconditioned major components and complete machine rebuilds, which are covered under separate limited warranties, CONTRACTOR warrants the services to be free from defects in material and workmanship for a period of ninety (90) days from performance of such services. CONTRACTOR will, as an exclusive remedy, redo such services which in CONTRACTOR's sole judgment is found to be defective in material or workmanship within the 90-day warranty period, without charge to COUNTY. Any services redone under the terms of this warranty are warranted only for the remainder of the warranty period. A copy of the appropriate limited warranty for reconditioned major components or complete machine rebuilds will be provided to COUNTY upon request. CONTRACTOR shall not be responsible for any failures resulting from COUNTY's abuse, misuse, neglect, or improper maintenance.
- c. **WARRANTY DISCLAIMER:** Except for the express warranties set forth herein, CONTRACTOR makes no warranty, express or implied, oral or written, with respect to any

services or parts used to complete the services, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or title, whether arising by law, course of dealing, usage or trade, or otherwise. To the maximum extent permitted by law, all such warranties are hereby disclaimed by CONTRACTOR and waived by COUNTY.

- d. Voiding of Warranties: COUNTY, COUNTY’s assigns, successors, purchasers, or any other person designated to operate and/or use the equipment to which the services apply as the end user, is responsible for operating and/or using the equipment to which the services apply in accordance with the manufacturer(s)’s recommendations and specifications. The services warranty, manufacturer(s)’s warranties, and/or parts warranty may be voided if the equipment is altered in any manner before or after the services, or if the equipment is not operated and/or used and/or maintained in accordance with manufacturer(s)’s specifications.

**F. Customer Support Contact Information (Emergency Numbers):** Quinn Power Systems will provide “On Call” emergency services 24 hours per day, 7 days a week with a response time of 4 hours or less.

**For regular of emergency service, please call the following numbers:**

During normal working hours (7:00AM to 03:30PM Monday - Friday) call:

Customer Service		(800) 789-9774
Sales Representative	Sam Vizcarra	(831) 750-4072
CSA Manager	David Covell	(562) 463-6082
CSA Coordinator	Michelle Salinas	(562) 463-6037
After hours, Saturdays, Sundays and holidays, call		(831) 758-8461

Continued Exhibit B, page 6

 		<h2>CSA PM LEVEL DESCRIPTIONS</h2> <p>CSA &amp; SUPPORT SERVICES (800) 789-9774 (562) 463-7151 Fax Customer #: 453100</p>
<p><b>PM Level 1 Multi Point Inspection</b> &lt;-----COVERED</p> <ul style="list-style-type: none"> <li>* Comprehensive detailed inspection of units is performed.</li> <li>* Check/Adjust all fluid levels and pressures for correct operation.</li> <li>* Check and inspect air cleaner restriction gauge and air filter element.</li> <li>* Check primary source fuel tank for water with water finding paste.</li> <li>* Check Day tank, Fuel tank, Fuel line fittings for leaks.</li> <li>* Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.</li> <li>* Check battery voltages, charging rates, fluids, and specific gravities / ICV's.</li> <li>* Engine cranking Batteries will be tested under start up load for voltage drop.</li> <li>* Block Heater elements and inlet/outlet t-slats are checked for proper output and operation.</li> <li>* Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.</li> <li>* Check Turbo Charger rotation / end play if so equipped.</li> <li>* Check generator brushes for proper tension/setting as equipped.</li> <li>* Check and document Control Panel instruments for proper operation and values.</li> <li>* Grease bearings, fan shafts, linkages, and equipment fittings as required.</li> <li>* Hot oil sample taken and submitted for analysis.</li> <li>* Test safety alarms and contacts.</li> <li>* Run unit under load for up to 15 minutes when authorized by site authority.</li> <li>* Submit report to customer.</li> </ul>	<p><b>PM Level 3 - Cooling System Service</b></p> <ul style="list-style-type: none"> <li>* Drain, contain and dispose of waste coolant.</li> <li>* Replace all coolant hoses and clamps.</li> <li>* Replaced the radiator pressure cap(s)</li> <li>* Replaced the engine thermostat(s) and associated gasket(s).</li> <li>* Replaced the engine fan belt(s) and alternator drive belt(s).</li> <li>* Refill system with proper amount of glycol antifreeze and conditioners.</li> <li>* Test run unit to operating temperature, under load when authorized by site personnel.</li> <li>* Return unit back to original mode of operation.</li> <li>* Submit report to customer.</li> </ul>	
<p><b>PM Level 2 Annual Service-Major w/ Multi Point Inspection</b> &lt;-----COVERED</p> <ul style="list-style-type: none"> <li>* All items from PM Level 1 are performed, PLUS</li> <li>* Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped. Optional Air Filter cost = \$1,301.00</li> <li>* Draw fuel system sample for analysis.</li> <li>* Submit report to customer.</li> </ul>	<p><b>PM Level 7 - Starting Battery Replacement</b></p> <ul style="list-style-type: none"> <li>* Engine cranking batteries are removed and replaced.</li> <li>* Engine cranking batteries will be tested under start up load for voltage drop.</li> <li>* Old Battery disposal is provided.</li> <li>* Test run unit without load.</li> <li>* Return unit back to original mode of operation.</li> <li>* Submit report to customer.</li> </ul>	
<p><b>PM Level 4 Minor Inspection</b></p> <ul style="list-style-type: none"> <li>* Perform general walk around inspection of unit.</li> <li>* Fluid levels are spot checked for correct operating range.</li> <li>* Inspect air filter element.</li> <li>* Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.</li> <li>* Coolant hoses inspected for brittleness, leaks, cracks, and weakness.</li> <li>* Engine cranking batteries will be tested under start up load for voltage drop.</li> <li>* Jacket water heater element &amp; thermostats are checked for proper operation.</li> <li>* Engine drive belts inspected for proper tension and condition.</li> <li>* Control panel instruments checked for proper operation.</li> <li>* Unit is run for 10 minutes, under no load.</li> <li>* Return unit back to original mode of operation.</li> <li>* Submit report to customer.</li> </ul>	<p><b>PM Level 11 - Automatic Transfer Switch Service</b> &lt;-----COVERED</p> <ul style="list-style-type: none"> <li>* De-energize the transfer switch, when possible.</li> <li>* Clean unit of dust and dirt accumulations.</li> <li>* Clean open-type relays of dust/grease or oil.</li> <li>* Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages.</li> <li>* Inspect for loose, broken or badly worn parts.</li> <li>* Check terminal lugs and trip units for tightness / signs of overheating.</li> <li>* Check main current carrying contacts for arching, pitting, and discoloration.</li> <li>* Clean main contacts if needed, check and re-tighten if needed.</li> <li>* Check manual switches for free movement and contact continuity.</li> <li>* Check and adjust relay finger contacts if needed.</li> <li>* Lubricate all components for proper operation as needed.</li> <li>* Check plug connections, if equipped.</li> <li>* Check door closure, locking bars and handle mechanism for proper operation.</li> <li>* Check exercise timer if equipped.</li> <li>* Perform transfer test of ATS under load when authorized by site personnel.</li> <li>* Check all components/timers for proper operation and sequencing.</li> <li>* Check main power connections for heat build-up with infra-red gun or provide optional PM Infra-Red scan.</li> <li>* Timers reset to customer specifications and placed in automatic mode.</li> <li>* Return unit back to original mode of operation.</li> <li>* Submit report to customer.</li> </ul>	
<p><b>PM Level 5 - Loadbank Test</b> &lt;-----COVERED</p> <ul style="list-style-type: none"> <li>* Provide resistive load bank as applicable to generator.</li> <li>* Run Test with requested load for 4 hours test duration</li> <li>* Record reading every 15 minutes at 100% of name plate rating for above duration</li> <li>* Disconnect load bank from unit</li> <li>* Return unit back to original mode of operation.</li> <li>* Provide recommendation based on test results.</li> <li>* Submit report to customer.</li> </ul>	<p><b>PM Level 17 - Infra-Red Thermography Inspection</b></p> <ul style="list-style-type: none"> <li>* 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.</li> </ul> <p><b>Inspection consist of:</b></p> <ul style="list-style-type: none"> <li>* Set-up of Thermo graphic Imaging Infra-Red camera.</li> <li>* Conduct infra-red scanning inspection.</li> <li>* 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.</li> <li>* Submit report to customer after technical review has been completed.</li> </ul>	
<p><b>PM Level 8 - Fuel Sampling</b> &lt;----- COVERED</p> <ul style="list-style-type: none"> <li>* Draw fuel sample from fuel tank &amp; submit to lab for analysis during PM Services</li> <li>* Provide report to customer.</li> </ul>	<p><b>PM Level 22 - UPS Service</b></p> <ul style="list-style-type: none"> <li>* Services include manufacturer recommended equipment service &amp; inspection for ir and rotary type systems</li> <li>* Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized.</li> <li>* All services are performed only as unit is equipped and as our technician is authorized.</li> <li>* Submit report to customer.</li> </ul>	
<p><b>PM Level 9 - Fuel Polishing</b></p> <ul style="list-style-type: none"> <li>* Restores fuel to optimum condition by eliminating entrained &amp; suspended contaminants</li> <li>* All particulates filtered down to 10 microns</li> <li>* Removal &amp; disposal of all bottom water, kills bacteria &amp; fungus, apply diesel treatment</li> <li>* Provide report to customer.</li> </ul>		
<p><b>PM Level 10 - Megohmmeter Alternator Winding</b></p> <ul style="list-style-type: none"> <li>* This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation.</li> <li>* Perform megohmmeter test on generator winding and measure winding insulation resistance.</li> <li>* Submit report to customer.</li> </ul>		

## Continued Exhibit B

### ATS Testing Main Bldg. – Qty. 9 & Bldg. 400, Qty. 3

---

I. The following apparatus shall be tested in accordance with Section: Preventative Maintenance Schedule "Main Building ATSs and 400 Building ATSs.

a. Automatic Transfer Switches

**1. Main Building:**

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

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

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

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

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

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

ATS -4 MODEL# RTBD-12003CEF  
SERIAL# 21908-60  
VOLTS: 480  
AMPS: 1200

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

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

**2. 400 Building:**

ATS -EC MODEL# RTBD 4004CEF  
SERIAL # 21908-IOB  
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

**b. PROCEDURES:**

1. Automatic Transfer Switches

**i. Visual and Mechanical Inspection**

- a. Documentation of equipment nameplate data.
- b. Inspection for physical damage and anchorage.
- c. Verification of proper manual transfer operation if permissible by customer.
- d. Verification that manual transfer instructions and warning labels are installed and visible.
- e. Cleaning and lubrication of transfer mechanism, as required, Verification of alignment and operation in accordance with manufacturer's instructions.
- f. Verification of proper operation of all mechanical and electrical interlocks.
- g. Verification of tightness of all cable connections, control connections, and bus joints.
- h. Verification of proper operation of manual transfer, bypass, and isolation functions as applicable.

**ii. 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.

## **Continued Exhibit B**

### **Breakers and Relays Testing**

---

- I. **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.
- II. **PROCEDURES:**
- a. **Breakers. Quantity- 11**
- Two (2) 3200-amp breakers; Six (6) 1600-amp breakers; Three (3) 200-amp breakers
- Perform secondary injection testing of the circuit breakers per NETA MTS 2103 guidelines. Verify coordination study set points if provided.
- b. **Ground Fault Relays. Quantity – 9**
- Perform Ground Fault relay verification per NETA MTS 2013 guidelines.
- c. **Reverse Power Relays. Quantity- 2**
- Perform Verification of the Relays Utilizing a Doble F6150.