

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
QUINN COMPANY**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of December, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and QUINN COMPANY, a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide periodic preventive maintenance on City equipment, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including,

but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's annual compensation shall not exceed Thirteen Thousand Two Hundred Fifty Dollars (\$13,250.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in compliance with Exhibit A. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on December 16, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury

and property damage.

- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or

property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Quinn Company
25961 Wright Street
Foothill Ranch, CA 92610
Tel: (949) 433-0729
Attn: Don Michaelson

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 327-7481
Attn: Mike Tucker

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B." Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Limited Duty and Liability. It is expressly agreed that the responsibility and liability of Contractor is strictly limited to performance of the Services on the equipment described herein. Contractor has no responsibility or liability for failure to discover actual or potential problems in the condition or operation of the equipment. Contractor makes no representations, warranties, or guaranties concerning the equipment or the operation of the equipment. Contractor shall have no

liability for any consequential damages or lost profits suffered or incurred by City. It is expressly agreed that the total liability of Contractor to City whether such liability is based upon breach of contract, tort, or any other theory, shall be limited to an amount equal to the total fee payable by City to Contractor during the twelve (12) month period prior to such claim. The foregoing limitation does not apply to Contractor's indemnification obligations pursuant to Section 6.9 of this Agreement. It is further understood by City that Contractor would not enter into this Agreement or perform the Services without obtaining the benefit of the above-described limitation on Contractor's liability to City.

6.11. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California

applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR


Signature

Date: 12-20-2021

HENRY QUAN, SVP
[Name and Title]

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

Date: 2/8/22

ATTEST:

Brenda Green 2/9/2022
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 1/26/22

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 12/20/21

APPROVED AS TO CONTENT:

Mike Tucker
Mike Tucker
Project Manager

Date: 1/4/22

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 1-14-22

APPROVED AS TO PURCHASING:

for C. Jeanie D. Steune
Carol Molina
Finance Director

Date: 12/21/2021

EXHIBIT A
SCOPE OF SERVICES

Scope of Services

The Equipment.

City now owns the following described engines and related equipment:

Please see complete list of equipment on Attachment "3" ("PREVENTIVE MAINTENANCE SCHEDULE").

All of the above-described item(s) are hereinafter collectively referred to as "the Equipment" and covered under this Agreement.

The Services. Quinn will provide certain Maintenance Services to the Equipment during the term of this Agreement as indicated below and described on Attachment "1" attached hereto ("CSA PM LEVEL DESCRIPTIONS"). Additional PM coverage may be added anytime at City's request.

GUARANTEED PERFORMANCE	FREQUENCY	ANNUAL FEE
PM Level 5 – Load Bank 2 hours test duration	One (1) visit per year	\$11,300.00

FACTORY RECOMMENDED SERVICES	FREQUENCY	SERVICE FEE
PM Transfer Test	As recommended by QPS Technician.	\$1,950.00

Fee. The total fee including the optional LOADBANK TEST: \$13,250.00

City in accordance with provisions of this Agreement, including all taxes, after each visit and Owner will pay each invoice within thirty (30) days of receipt.

Charges for labor performed after the first year of this Agreement shall be adjusted to reflect changes in Quinn's standard labor charges as in effect from time to time. At each twelve (12) month interval after the date on this document a 3% to 5% increase may be effective. If Quinn personnel arrive at the job site to perform the Maintenance Services, and are prevented from doing so through no fault of Quinn, City will be charged for the serviceman's time and mileage in each such instance.

The fee includes travel and mileage charges to and from the job site during normal business hours. Weekend and Off-Hours requests will incur additional Labor Charges according to Attachment "2."

Parts are estimated at time of quote and price may be subject to change at time of service.

Standards of Performance. Quinn shall perform the Maintenance Services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Quinn will cooperate with City in scheduling performance of the Maintenance Services and Quinn will perform the Maintenance Services in a manner to minimize interference with the City's normal business operations to the extent reasonably possible.

PM Level 1 Multi Point Inspection

- * Comprehensive detailed inspection of units is performed.
- * Check/Adjust all fluid levels and pressures for correct operation.
- * Check and inspect air cleaner restriction gauge and air filter element.
- * Check primary source fuel tank for water with water finding paste.
- * Check Day tank, Fuel tank, Fuel line fittings for leaks.
- * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.
- * Check battery voltages, charging rates, fluids, and specific gravities / ICV's.
- * Engine cranking Batteries will be tested under start up load for voltage drop.
- * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation.
- * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.
- * Check Turbo Charger rotation / end play if so equipped.
- * Check generator brushes for proper tension/setting as equipped.
- * Check and document Control Panel instruments for proper operation and values.
- * Grease bearings, fan shafts, linkages, and equipment fittings as required.
- * Hot oil sample taken and submitted for analysis.
- * Test safety alarms and contacts.
- * Run unit under load for up to 15 minutes when authorized by site authority.
- * Submit report to customer.

PM Level 2 Annual Service-Major w/ Multi Point Inspection

- * All items from PM Level 1 are performed, PLUS
- * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) and air filter(s) as equipped. additional
- * Submit report to customer.

PM Level 4 Minor Inspection

- * Perform general walk around inspection of unit.
- * Fluid levels are spot checked for correct operating range.
- * Inspect air filter element.
- * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.
- * Coolant hoses inspected for brittleness, leaks, cracks, and weakness.
- * Engine cranking batteries will be tested under start up load for voltage drop.
- * Jacket water heater element & thermostats are checked for proper operation.
- * Engine drive belts inspected for proper tension and condition.
- * Control panel instruments checked for proper operation.
- * Unit is run for 10 minutes, under no load.
- * Return unit back to original mode of operation.
- * Submit report to customer.

PM Level 5 - Loadbank Test <---COVERED

- * Connect resistive load bank as applicable to generator.
- * Run Test with requested load for 2 hours test duration
- * Record reading every 15 minutes at 100% of name plate rating for above duration
- * Disconnect load bank from unit.
- * Return unit back to original mode of operation.
- * Provide recommendation based on test results.
- * Submit report to customer.

PM Level 8 - Fuel Sampling

- * Draw fuel sample from fuel tank & submit to lab for analysis during PM Services
- * Provide report to customer.

PM Level 9 - Fuel Polishing

- * Restores fuel to optimum condition by eliminating entrained & suspended contaminants
- * All particulates filtered down to 10 microns
- * Removal & disposal of all bottom water, kills bacteria & fungus, apply diesel treatment
- * Provide report to customer.

PM Level 10 - Megohmmeter Alternator Winding

- * 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

- * Drain, contain and dispose of waste coolant.
- * Replace all coolant hoses and clamps.
- * Replaced the radiator pressure cap(s)
- * Replaced the engine thermostat(s) and associated gasket(s).
- * Replaced the engine fan belt(s) and alternator drive belt(s).
- * Refill system with proper amount of glycol antifreeze and conditioners.
- * Test run unit to operating temperature, under load when authorized by site personnel.
- * Return unit back to original mode of operation.
- * Submit report to customer.

PM Level 7 - Starting Battery Replacement

- * Engine cranking batteries are removed and replaced.
- * Engine cranking batteries will be tested under start up load for voltage drop.
- * Old Battery disposal is provided.
- * Test run unit without load.
- * Return unit back to original mode of operation.
- * Submit report to customer.

PM Level 11 - Automatic Transfer Switch Inspection

- * 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 optional PM Infra-Red scan.
- * Timers reset to customer specifications and placed in automatic mode.
- * Return unit back to original mode of operation.
- * Submit report to customer.

PM Level 17 - Infra-Red Thermography Inspection

- * 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 Level 22 - UPS Service

- * 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.



Customer Support Agreement Contact Info

**CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax
ATTACHMENT "2"**

EMERGENCY NUMBERS

***CITY OF INDUSTRY BRANCH
3500 Shepherd Street, City of Industry, CA 90601***

**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..... Donald Michaelson (949) 433-0729**
- Service Manager..... Walter Holt (562) 205-4121**
- CSA Coordinator..... Michelle Salinas (562) 463-6037**
- After hours, Saturdays, Sundays and holidays, call (562) 463-6051**

CONTRACT CUSTOMER LABOR RATE 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 Attachment "2". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.



PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 157804K

ATTACHMENT "3"

Agreement # : 5987

Customer: **City of Costa Mesa**
Address: 2300 Placentia Ave
COSTA MESA CA 92627

Date: 11/17/2021
Phone No. 714-327-7481
Fax No.

Prepared by: Frank Dupree
(562) 463-4783

Attention: **Ruben Salas**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	PM Level 5		TOTAL
	Loadbank Test	Transfer Test	
Police Department			
Caterpillar C18, SN T3400181	LABOR:	\$2,250.00	\$195.00
#1: 99 Fair Drive, COSTA MESA	EST. PARTS:		\$2,445.00
Communications			
Cummins 6BT5.9-G6, SN 45884523	LABOR:	\$950.00	\$195.00
#2: 99 Fair Dr, COSTA MESA	EST. PARTS:		\$1,145.00
Fire Station #5			
Cummins 6BT5.9, SN 44318228	LABOR:	\$900.00	\$195.00
#3: 2450 Vanguard Way, COSTA MESA	EST. PARTS:		\$1,095.00
City Hall			
Daewoo P222LE, SN C4693	LABOR:	\$2,150.00	\$195.00
#4: 77 Fair Dr, COSTA MESA	EST. PARTS:		\$2,345.00
Fire Station #6			
John Deere 6059TF001, SN T06059T394757	LABOR:	\$900.00	\$195.00
#5: 3350 Sakioka Dr, COSTA MESA	EST. PARTS:		\$1,095.00
Fire Station #2			
Deutz F4L, SN 646823	LABOR:	\$750.00	\$195.00
#6: 800 Baker St, COSTA MESA	EST. PARTS:		\$945.00
Fire Station #1			
MTU 4R0120 DS125, SN 95130600671	LABOR:	\$950.00	\$195.00
#7: 2803 Royal Palm, COSTA MESA	EST. PARTS:		\$1,145.00
Fire Station #3			
Onan 12JC, SN L770290041	LABOR:	\$650.00	\$195.00
#8: 1865 Park Ave, COSTA MESA	EST. PARTS:		\$845.00
Fire Station #4			
Caterpillar D80-4S, SN CN600163	LABOR:	\$900.00	\$195.00
#9: 2300 Placentia Ave, COSTA MESA	EST. PARTS:		\$1,095.00
City Maintenance Yard			
Caterpillar D80-4S, SN CN600162	LABOR:	\$900.00	\$195.00
#10: 2300 Placentia Ave, COSTA MESA	EST. PARTS:		\$1,095.00

Transfer Test Performed At Time of Load Bank

Note: Parts are estimated at time of quote and price may be subject to change at time of service.

				\$13,250.00
\$0.00	\$11,300.00	\$1,950.00		\$13,250.00

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.