

DATE: 7/10/2023

PARTIES: First Party: **QUINN COMPANY**, a California corporation, dba QUINN POWER SYSTEMS
hereinafter referred to as "QUINN"; and
Second Party: **City of Lake Elsinore**
hereinafter referred to as "OWNER".

RECITALS:

1. Quinn is a factory authorized Caterpillar dealer.
2. Owner owns certain equipment and Owner desires to retain Quinn to perform periodic preventive maintenance on such equipment, and Quinn is willing to perform such periodic preventive maintenance, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1. **The Equipment.** Owner now owns the following described engines and related equipment:

Please see complete list of EQUIPMENT on Exhibit C ('PREVENTIVE MAINTENANCE SCHEDULE' - Page 5)

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

2. **Term.** Starting from: **7/10/2023**
This agreement is continuous until cancelled or non-renewed and shall commence on the date first written above and shall continue until the end of the coverage term as stated above or terminated by either party giving the other party thirty (30) days written notice of termination. The provisions of this Agreement relating to indemnification and limitation of Quinn's liability shall survive any termination of this Agreement.
3. **The Services.** Owner hereby engages Quinn to render certain maintenance services to the Equipment during the term of this Agreement as indicated below and described on Exhibit "A" attached hereto ("CSA PM LEVEL DESCRIPTIONS"-Page 3). Additional PM coverage may be added anytime at customer's request.

<u>GUARANTEED PERFORMANCE</u>	<u>FREQUENCY</u>	<u>ANNUAL FEE</u>
PM Level 1 - Multi Point Inspection	Three (3) visits per year.	\$7,740.00
PM Level 2 - Annual Service	One (1) visit per year.	\$7,625.00
PM Level 11 - ATS Maintenance	One (1) visit per year.	\$5,885.00
PM Level 5 - Load Bank 2 hours test duration	One (1) visit per year.	\$6,150.00
PM Level 8 - Fuel Sample Analysis	One (1) sample per year.	included in PM 2

The following part(s) shall be replace for the above scope of work.
Engine Oil, Oil Filter(s), Fuel Filter(s). Air Filters are not included (additional cost if needed)

CONT.

- 4 . **Fee.** During the term of this Agreement, owner shall pay Quinn:
Total fee excluding optional LOADBANK TEST: \$21,250.00 I Accept [] initial
Total fee including optional LOADBANK TEST: \$27,400.00 I Accept [] initial
Quinn will invoice Owner 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. A service charge of one and one half percent (1.5%) per month (18% per annum) will accrue on any invoice that remains unpaid for more than thirty (30) days. 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, Owner will be charged for the serviceman's time and mileage in each such instance.
This Maintenance Agreement 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 Exhibit "B"
Parts are estimated at time of quote and price may be subject to change at time of service.
- 5 . **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 Owner in scheduling performance of the Maintenance Services and Quinn will perform the Maintenance Services in a manner to minimize interference with the Owner's normal business operations to the extent reasonably possible.
- 6 . **Limited Duty and Liability.** It is expressly agreed that the responsibility and liability of Quinn is strictly limited to performance of the Maintenance Services on the Equipment. Quinn has no responsibility or liability for failure to discover actual or potential problems in the condition or operation of the Equipment. Quinn makes no representations, warranties, or guaranties concerning the Equipment or the operation of the Equipment. Quinn shall have no liability for any consequential damages or lost profits suffered or incurred by Owner. It is expressly agreed that the total liability of Quinn to Owner 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 Owner to Quinn during the twelve (12) month period prior to such claim. It is further understood by Owner that Quinn would not enter into this Agreement or perform the Maintenance Services without obtaining the benefit of the above-described limitation on Quinn's liability to Owner.
- 7 . **General Provisions.** This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

QUINN COMPANY, a California corporation
dba QUINN POWER SYSTEMS

BY: Oscar Rodriguez
TITLE: CSA Technical Quoter
Date: 7/10/2023

Owner: **City of Lake Elsinore**
City of Lake Elsinore

BY: _____
TITLE: _____
PO #: _____
Date: _____

<p>PM Level 1 Multi Point Inspection <-----COVERED</p> <ul style="list-style-type: none"> * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check battery voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts. * Run unit under load for up to 15 minutes when authorized by site authority. * Submit report to customer. 	<p>PM Level 3 - Cooling System Service</p> <ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Replace all coolant hoses and clamps. * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 2 Annual Service-Major w/ Multi Point Inspection <-----COVERED</p> <ul style="list-style-type: none"> * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped. Air Filters are not included (additional cost if needed) * Draw fuel system sample for analysis. * Draw engine coolant sample for analysis. * Submit report to customer. 	<p>PM Level 7 - Starting Battery Replacement</p> <ul style="list-style-type: none"> * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * Old Battery disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer.
	<p>PM Level 11 - Automatic Transfer Switch Inspection <-----COVERED</p> <ul style="list-style-type: none"> * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of 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.
<p>PM Level 5 - Loadbank Test <-----COVERED</p> <ul style="list-style-type: none"> * 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. 	<p>PM Level 17 - Infra-Red Thermography Inspection</p> <ul style="list-style-type: none"> * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. <p>Inspection consist of:</p> <ul style="list-style-type: none"> * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct infra-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed.
<p>PM Level 8 - Fuel Sampling <----- COVERED</p> <ul style="list-style-type: none"> * Draw fuel sample from fuel tank & submit to lab for analysis during PM Services * Provide report to customer. 	<p>PM Level 22 - UPS Service</p> <ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection for ir and rotary type systems * Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized. * All services are performed only as unit is equipped and as our technician is authorized. * Submit report to customer.
<p>PM Level 9 - Fuel Polishing</p> <ul style="list-style-type: none"> * Restores fuel to optimum condition by eliminating entrained & suspended contaminants * All particulates filtered down to 10 microns * Removal & disposal of all bottom water, kills bacteria & fungus, apply diesel treatment * Provide report to customer. 	
<p>PM Level 10 - Megohmmeter Alternator Winding</p> <ul style="list-style-type: none"> * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer. 	



Customer Support Agreement Contact Info

CSA & SUPPORT SERVICES (800) 789-9774

(562) 463-7150 Fax

Customer # : 0052746

EXHIBIT "B"

Agreement # : 6062

EMERGENCY NUMBERS

RIVERSIDE BRANCH

656 E. La Cadena Drive, Riverside, CA 92507

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..... Valerie Jimenez (951) 774-3239 x2309

CSA Coordinator..... Alyssa Rodriguez (951) 686-2131 x2321

After hours, Saturdays, Sundays and holidays, call (951) 712-7259

EFFECTIVE JANUARY 01, 2020



PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 0052746

EXHIBIT "C"

Agreement # : 6062

Customer: **City of Lake Elsinore**

Address: 130 S Main St

Lake Elsinore

CA 92530

Date: 7/10/2023

Phone No. 951-830-0406

Fax No.

Prepared by: Oscar Rodriguez

Attention: **Luis Ceja**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM Level1 MultiPoint Inspection	PM Level 2 Annual Service	PM Level 11 ATS Inspection	PM Level 5 Loadbank Test	ANNUAL COST
Fire Station #94						
Generac 4445200100, SN 2089686	LABOR:	\$1,215.00	\$915.00	\$1,177.00	\$950.00	\$4,594.00
#1: 2770 Railroad Canyon Lane, Lake Elsinore EST.	PARTS:	\$75.00	\$262.00			
Fire Station #85						
Olympian G30F3, SN NFS00552	LABOR:	\$1,215.00	\$915.00	\$1,177.00	\$950.00	\$4,572.00
#2: 29405 Grand Ave, Lake Elsinore CA	EST. PARTS:	\$75.00	\$240.00			
City Hall						
Caterpillar 3116, SN 02SG00892	LABOR:	\$1,215.00	\$915.00	\$1,177.00	\$1,200.00	\$5,108.00
#3: 130 S Main St, Lake Elsinore CA	EST. PARTS:	\$75.00	\$526.00			
Fire Station #97						
Cummins GGFE-54367, SN 203220997	LABOR:	\$1,215.00	\$915.00	\$1,177.00	\$950.00	\$4,470.00
#4: 41725 Rosetta Canyon Dr, Lake Elsinore CA	EST. PARTS:	\$75.00	\$138.00			
Storm Stadium						
Generac 91A01110-S, SN 995100	LABOR:	\$1,215.00	\$915.00	\$1,177.00	\$1,150.00	\$5,012.00
#5: 500 Diamond Dr, Lake Elsinore CA	EST. PARTS:	\$75.00	\$480.00			
Launch Point						
Generac A2400T, SN TR4H01107	LABOR:	\$1,215.00	\$915.00		\$950.00	\$3,644.00
#6: 32040 Riverside Dr, Lake Elsinore CA	EST. PARTS:	\$75.00	\$489.00			

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

\$7,740.00 \$7,625.00

\$5,885.00 \$6,150.00

\$27,400.00