

EXHIBIT 2-A

		MAINTENANCE AGREEMENT CSA & SUPPORT SERVICES (800) 789-9774 Customer # : 440820E Agreement # : 3313AB
		RECEIVED OCT 24 2009 MPWMD

DATE: 10/21/2009

PARTIES: First Party: QUINN COMPANY, a California corporation, dba QUINN POWER SYSTEMS hereinafter referred to as "QUINN"; and
 Second Party: Monterey Peninsula Water District 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:

Caterpillar 3306ATAAC, 250kW, SN 09NR04306

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

2. Term. Starting from: 10/21/2009
 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"). 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		One (1) visit per year.	\$466.00
PM Level 2 - Annual Service		One (1) visit per year.	\$979.00
PM Load Bank	2 hours test duration	One (1) visit per year.	\$1,050.00
<u>FACTORY RECOMMENDED SERVICES</u>		<u>FREQUENCY</u>	<u>SERVICE FEE</u>
PM 3 Cooling System Service		One (1) service every three (3) years.	\$2,237.00

The following part(s) shall be replace for the above scope of work
 Engine Oil, Oil Filter(s), Fuel Filter(s), Air Filter(s)
 Engine Coolant, Hose(s), Belt(s), Thermostat(s), Gasket(s), Sealant, Hose Clamp(s), Radiator Cap, and Misc. Parts

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CONT.

4. Fee. During the term of this Agreement, owner shall pay Quinn:

Total fee excluding optional LOADBANK TEST:	\$3,682.00	I Accept [] initial
Total fee including optional LOADBANK TEST:	\$4,732.00	I Accept [] initial

Quinn will invoice Owner in accordance with provisions of this Agreement, plus any applicable 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"

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: Lee Dao
TITLE: CSA Technical Quoter
Date: 10/21/2009

Owner: Monterey Peninsula Water District

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

 		CSA PM LEVEL DESCRIPTIONS CSA & SUPPORT SERVICES (800) 789-9774 (562-463-7150 Fax Customer #: 440820E EXHIBIT "A" Agreement #: 3313AB	
PM Level 1 Multi Point Inspection <---COVERED <ul style="list-style-type: none"> * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check ir voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts. * Run unit under load for up to 30 minutes when authorized by site. * Submit report to customer. 	PM LB Load Bank Testing <---COVERED <ul style="list-style-type: none"> * Connect resistive or inductive load bank as applicable to generator. * Run Test with requested load for 2, 4, or 8 hours interval * Record readings and recommendations. * Disconnect load bank from unit. * Return unit back to original mode of operation. * Submit report to customer. 		
PM Level 2 Annual Service-Major w/ Multi Point Inspection <---COVERED <ul style="list-style-type: none"> * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), air filter(s), fuel filter(s), water separator(s) and coolant filter(s) as equipped. * Draw system coolant sample for analysis. * Submit report to customer. 	PM Megohmmeter Generator Electrical Winding Test <ul style="list-style-type: none"> * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer. 		
PM Level 3 Cooling System Service <---COVERED <ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Flush cooling system with fresh water. * Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended). * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Rod and clean oil cooler or heat exchanger as equipped (if required). * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer. 	PM ATS Automatic Transfer Switch Service <ul style="list-style-type: none"> * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of arcing, burning, hot spots, charring, or other damages. * Inspect for loose, broken or badly worn parts. * Check terminal lugs and trip units for tightness / signs of overheating. * Check main current carrying contacts for arcing, pitting, and discoloration. Clean main contacts if needed, check and re-tighten if needed. * Check manual switches for free movement and contact continuity. * Check and adjust relay finger contacts if needed. * Lubricate all components for proper operation as needed. * Check plug connections, if equipped. * Check door closure, locking bars and handle mechanism for proper operation. * Check exercise timer if equipped. * Perform transfer test of ATS under load when authorized by site personnel. * Check all components/timers for proper operation and sequencing. * Check main power connections for heat build-up with infra-red gun or provide PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer. 		
PM Level 4 Minor Inspection <ul style="list-style-type: none"> * Perform general walk around inspection of unit. * Fluid levels are spot checked for correct operating range. * Inspect air filter element. * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required. * Coolant hoses inspected for brittleness, leaks, cracks, and weakness. * Engine cranking batteries will be tested under start up load for voltage drop. * Jacket water heater element and inlet/outlet t-stats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer. 	PM Battery Battery Replacement <ul style="list-style-type: none"> * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * ir disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer. 		
PM Hourly Service per Unit Run Hours <ul style="list-style-type: none"> * PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements. 	PM IR Infra-Red Thermography Inspection <ul style="list-style-type: none"> * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. Inspection consist of: * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct infra-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed. 		
PM PG Point Guard Monitoring <ul style="list-style-type: none"> * Point Guard monitors various inputs and outputs of unit operation and functionality. * Identifies and alerts authorized personnel of potential problems by fault notification via text or e-mail by cellular, satellite, or land-line applications. 	PM SWG Switchgear Service <ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems. * Submit report to customer. 		
	PM UPS UPS Service <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>CSA LABOR RATES & CONTACTS INFO</p>
		<p>CSA & SUPPORT SERVICES (800) 789-9774</p>
		<p>(562-463-7150 Fax Customer # : 440820E</p>
		<p>EXHIBIT "B" Agreement # : 3313AB</p>

EMERGENCY NUMBERS AND LABOR CHARGES

*SALINAS BRANCH
1300 Abbott Street, Salinas, CA 93901*

Quinn Power Systems will provide "On Call" emergency service 24 hours per day,
7 days a week with a response of 4 hours or less.

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

During normal working hours (7:30am to 4:00pm Monday – Friday) call:

CSA Customer Service (non-emergency).....	(800) 789-9774
CSA Service Manager..... Larry Alberg	(831) 775-3408
CSA Service Coordinator..... Joanna Gonzales	(831) 775-3413
After hours, Saturdays, Sundays and holidays, call	(831) 758-8461

ADDITIONAL CSA LABOR RATES ARE AS FOLLOWS:

<u>Standard rate:</u> (7:30am to 4:00pm Monday through Friday excluding Holidays)	\$106.00	per hour – Shop
	\$106.00	per hour – Field
<u>Overtime rate:</u> (after 4:00pm and Saturdays/holidays)	\$159.00	per hour – Shop
	\$159.00	per hour – Field
<u>Premium time:</u> (over 12 hours per day and Sunday)	\$212.00	per hour – Shop
	\$212.00	per hour – Field
Travel (truck charges)	\$2.50 per mile plus Travel Time	

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". 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.

EFFECTIVE JUNE 05, 2008



CSA Equipment Inspection Checklist

CSA Customer Service

Fax Request

(800) 789-9774

(562) 463-7150

City of Industry
 Bakersfield
 Fresno
 Oxnard
 Salinas
 Santa Maria
 Lancaster
 3500 Shepherd St, City of Industry 90501 (562) 463-6051
 2200 Pegasus Rd, Bakersfield 93308 (661) 393-5800
 10273 GoldenState, Santa 93662 (559) 896-4040
 801 Del Norte Dr, Oxnard 93030 (805) 486-2171
 1300 Abbott St, Salinas 93901 (831) 768-8461
 1625 N. Carlotti Dr, Santa Maria 93454 (805) 926-8611
 48101 N. Sierra Hwy, Lancaster 93534 (661) 723-6930

Work Order # _____
 Unit # _____
 Customer _____
 Address _____
 Date _____
 Engine Manufacturer _____
 Driven Manufacturer _____
 Agreement # _____
 Engine Model Number _____
 Driven Model Number _____
 Service Level _____
 Engine Serial Number _____
 Driven Serial Number _____
 Unit # _____
 Service Meter Units _____
 Electric Hours _____
 Driven Unit _____

(C) CHECK (S) SERVICE (A) ADJUST (R) REPLACE (X) NEEDS ATTENTION (N/A) NOT APPLICABLE

Service Checks

Obtain Authorization and Access _____
 Check Oil Level _____
 Check Coolant Level _____
 Check Operation of Block Heater _____
 Check Radiator / Expansion Tank Cap _____
 Coolant Protection _____ Coolant ph _____
 Oil _____ PSI Fuel _____ PSI H2o Temp _____
 Alternator Charge Rate _____ VDC DC Amps _____
 Engine Speed _____ RPM Generator Freq _____
 Check / Correct Minor Oil Leaks _____
 Check / Correct Minor Coolant Leaks _____
 Check / Correct Minor Fuel Leaks _____
 Check Turbocharger Rotation / End Play _____
 Check Governor Response _____
 Lubricate Governor Linkage _____
 Check Hoses (Bridle, Cracks, Weak) _____
 Check / Tighten Hose Clamps _____
 Inspect Radiator Fins for Debris _____
 Lubricate Fan Drive Assembly _____
 Check / Adjust Belts as Required _____
 Check Daytank with Water Finding Paste _____
 Check Daytank Operation _____
 Inspect Air Filter _____
 Is There Evidence of Webstacking? _____
 SDS Analysis: OIL COOLANT FUEL

Generators

Is Transfer Test Performance Authorized by Customer? _____
 Rated KW _____ KVA _____ VAC _____ Amp _____
 No Load Actual VAC _____ No Load Actual Hz _____
 VAC _____ Amp _____ Hz _____
 Check Exciter / Regulator Connections _____
 Check Brushes / Slip Rings _____
 Lube Generator Bearing as Necessary _____
 Check ATS for Cleanliness / Sign of Arcing _____
 Gen Breaker Found _____ Control Panel Found _____
 Gen Breaker Left _____ Control Panel Left _____

Safety Systems

High Water Temperature _____ Door Crank _____
 Low Oil Pressure _____ Over Speed _____

Charger Output and Battery Condition

Battery Type _____ Battery Group _____
 Battery Date _____ Quantity _____ Part # _____
 Inspect/Fill/Charge/Protective Coat/Tighten Lug and Cables _____
 Battery #1 _____ VDC _____ p _____ N _____
 Battery #1 _____ Amp _____ U _____ E _____
 Battery #2 _____ VDC _____ S _____ B _____
 Battery #2 _____ Amp _____
 Voltage Drop at Start-Up _____ VDC _____ VDC _____
 Anti-Corrosion Battery Post Applicators _____

Spark Ignited Engines

Check Point Gap _____
 Check / Lubricate Carburetor Linkage _____
 Check / Adjust Air-Fuel Ratio _____
 Check / Gap Spark Plugs _____
 Check Plug Wires for Brittleness _____
 Check Plug Wires for Corrosion _____
 Check Distributor Cap / Rotor _____
 Check / Adjust Timing _____

Materials Used

Oil Brand _____ Oil Type _____ Oil Qty _____ Qts _____
 Fuel Filter 1 _____ Fuel Filter 2 _____
 Oil filter 1 _____ Oil Filter 2 _____
 Air Filter _____

Additional Service Required

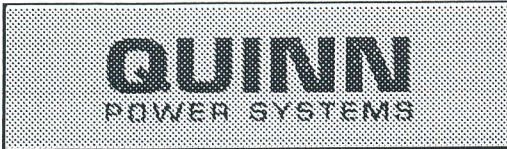
PMATS Svc Recommended? _____
 PM Load Banking Recommended? _____
 PM Cooling Sys Svc Recommended? _____
 PM Battery Replacement Recommended? _____
 Fuel Polishing Svc Recommended? _____

Recommendations:

Customer Signature _____ Technician _____ Tech ID# _____

WWW.QUINNPPOWER.COM

Save Print Duplicate



PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 440820E

Agreement # : 3313AB

Customer: Monterey Peninsula Water District
 Address: P.O.Box 85
 MONTEREY CA 93942

Date: 10/21/2009
 Phone No. 831-649-4866
 Fax No. 831-644-9560

Attention: Corey Hamilton

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	PM LEVEL 1	PM LEVEL 2	LOADBANK	PM LEVEL 3	TOTAL
Caterpillar 3306ATAAC, SN 09NR04306	LABOR: \$431.00	\$643.00	\$1,050.00	\$1,517.00	\$4,732.00
#1: <u>Monterey, Ca</u>	EST. PARTS: \$35.00	\$336.00		\$720.00	

TOTAL FEE \$ 469.00 979.00 1,050.00 2,237.00 4,732.00