

Attachment H

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Power Systems (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2012 (hereinafter, "Agreement"); and

WHEREAS, the County has a continued need for annual preventative maintenance and repairs on County emergency generators; and

WHEREAS, the County has identified an additional emergency generator, located at the Monterey County Health Department, which requires annual preventative maintenance and repairs to be included in the Agreement for Fiscal Year 2013 – 2014 (July 1, 2013 – June 30, 2014); and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$2,627.00 to allow CONTRACTOR to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$32,627.00.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", by replacing "Exhibit B – Preventative Maintenance Schedule" with "Exhibit B-1 – Preventative Maintenance Schedule".
3. In all places within the Agreement, any reference to Exhibit B – Preventative Maintenance Schedule, is hereby replaced with Exhibit B-1 – Preventative Maintenance Schedule.

Amendment No. 1 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA – Public Works – Facilities
Term: July 1, 2012 – June 30, 2014
Not to Exceed: \$32,627.00

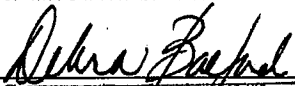
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA – Public Works – Facilities
Term: July 1, 2012 – June 30, 2014
Not to Exceed: \$32,627.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

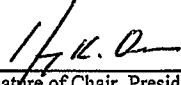
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Contracts/Purchasing Officer
Debra P. Bucher
Deputy Purchasing Agent
County of Monterey

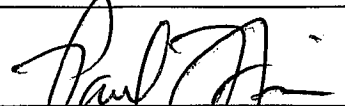
Quinn Power Systems
Contractor's Business Name

Date: Oct 22 2013

By: 
(Signature of Chair, President or Vice President)

Its: HENRY K. QUAN, SVP
(Print Name and Title)

Date: 10-4-2013

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: PAUL L. LUCINI CFO
(Print Name and Title)


Date: 10-4-13

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Deputy County Counsel

Date: 10-14-13

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10-13

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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. 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. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA - Public Works - Facilities
Term: July 1, 2012 - June 30, 2014
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EXHIBIT B-1 PREVENTATIVE MAINTENANCE SCHEDULE

QUINN POWER SYSTEMS

PREVENTIVE MAINTENANCE SCHEDULE

Customer Name: Co. of Monterey Facilities
 Address: 855 E. Laurel Dr, Bldg. C.
 Salinas, Ca. 93905

Date: 6/5/2013
 Model: See Below
 Serial No.: See Below
 Phone No.: 831-755-4991
 Fax No.:

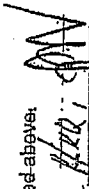
Attention: Ron Auchman

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	Estimated Faults					Total w/o Load Bank	Loadbank	Total
	Level 1	Level 2	Level 3	Level 4	Level 5			
Olympian D80P4, 80KW, SN D4F00185 Location: Juvenile Hall 3309AC	\$ 206.00	\$ 472.00	N/A	N/A	\$ 955.00	\$ 1,450.00	\$ 2,405.00	
Caterpillar 3406, 300KW, SN 4LM00605 Location: Youth Center	\$ 427.00	\$ 499.00	N/A	N/A	\$ 1,203.00	\$ 1,600.00	\$ 2,803.00	
3309AE Caterpillar 3406, 300KW, SN KPS00989 Location: OES Building-Salinas	\$ 467.00	\$ 499.00	N/A	N/A	\$ 1,233.00	\$ 1,600.00	\$ 2,833.00	
3309AI John Deere 4045T, hp, SN PE4045T15633 Location: Animal Shelter	\$ 280.00	\$ 472.00	N/A	N/A	\$ 1,029.00	N/A	\$ 1,029.00	
3309AK Olympian D200P4, 200KW, SN 163455/012 Location: Co. Gov. Admin Ctr.	\$ 355.00	\$ 499.00	N/A	N/A	\$ 1,131.00	\$ 1,550.00	\$ 2,681.00	
3309AL Caterpillar C6.6, 125KW, SN E6M01094 Location: Health Dept.	\$ 301.00	\$ 499.00	N/A	N/A	\$ 1,077.00	\$ 1,550.00	\$ 2,627.00	
3309AM								
Totals	\$ 2,026.00	\$ 2,940.00	\$ -	\$ -	\$ 6,628.00	\$ 7,750.00	\$ 14,378.00	

Note: This estimate includes travel and mileage charges to and from the job site.

This estimate does not include freight, shipping or taxes where applicable. This quote is effective for 60 days from the date indicated above.


 Contractor's Initials
 Date: 10-8-13 10-4-13