

Attachment E

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 3 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, Agreement was amended by the Parties on October 22, 2013 (hereinafter, "Amendment No. 1"); and

WHEREAS, Agreement was amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 2"); and

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

WHEREAS, the County has identified two additional emergency generators located at 1441 & 1488 Schilling Place, which require annual preventative maintenance and repairs;

WHEREAS, Exhibit B-1 is not intended to provide a complete list of County facilities at which the Contractor provides services. Contractor and County agree that services will be provided at both County Schilling Place facilities as well as other County facilities as needed; and

WHEREAS, the County currently reserves \$13,000 for emergency repairs;

WHEREAS, the County would like to increase the amount reserved for emergency repairs by \$10,000 in an amount not to exceed \$23,000 for the term of the Agreement;

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$22,817 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment 3.

Amendment No. 3 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, 2016
Not to Exceed: \$97,200.00

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 \$97,200.

2. Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this Agreement, County will immediately notify CONTRACTOR of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. *The recitals to this Amendment No. 3 are incorporated by this reference. mgf 7/23/15*

Contractor Initials / Date
DAB / 8/28/15

Contractor Initials / Date
POJ / 9/14/15 *PK 10/14/15*

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Contractor Initials / Date
7/23 / 10/14/2015

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below: 7/23/15
last date opposite the respective signatures below:

MONTEREY COUNTY
Debra Wiper
Contracts/Purchasing Officer

CONTRACTOR
By: *H.K. Q* / 10/14/15 / 9/14/15
Signature of Chair, President, or Vice-President

Dated: 7/20/2015

HENRY K. QUAN S.N.P.
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 7-13-2015

Dated: 7-23-15

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

Approved as to Liability Provisions:

PAUL L. LUCINI
Printed Name and Title

Risk Management

Dated: 7-13-2015

Dated:

Approved as to Form: *is legality as revised (is subject to Contractor signatures' dated initials (at item 5, page 2) and above (line 2, page 3)).*
Mary Grace Perry
Deputy County Counsel

Contractor Initials / Date
OKC / 8/28/15

Dated: 7-23-15

Contractor Initials / Date
[Signature] / 9/14/15

*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.

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