

Attachment D

This page intentionally left blank.

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 5 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 "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2012 (hereinafter, "Agreement") to provide annual preventative maintenance and repairs on County emergency generators (hereinafter, "services") through June 30, 2014 for an amount not to exceed \$30,000; and

WHEREAS, Agreement was amended by the Parties on October 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Preventative Maintenance Schedule) to replace Exhibit B – Preventative Maintenance Schedule with Exhibit B-1 and to increase the not to exceed amount by \$2,627 which resulted in a total not to exceed amount of \$32,627 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 2") to extend the term for two (2) additional years through June 30, 2016 and to increase the not to exceed amount by \$41,756 which resulted in a total not to exceed amount of \$74,383; and

WHEREAS, Agreement was amended by the Parties on September 14, 2015 (hereinafter, "Amendment No. 3") to increase the not to exceed amount by \$22,817 which resulted in a total not to exceed amount of \$97,200 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 3, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through June 30, 2017 with no increase in the not to exceed amount; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately sixteen (16) additional months through October 2, 2018 and to increase the amount by \$2,800 for a total not to exceed amount of \$100,000 to allow CONTRACTOR to

Amendment No. 5 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA – Public Works – Facilities
Term: July 1, 2012 – October 2, 2018
Not to Exceed: \$100,000

continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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 \$100,000.
2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2012 to October 2, 2018, unless sooner terminated pursuant to the terms of this Agreement.
3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number # 3000*648, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place - South, 2nd floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Amendment No. 5 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA - Public Works – Facilities
Term: July 1, 2012 – October 2, 2018
Not to Exceed: \$100,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Quinn Power Systems
Contractor's Business Name

Date: _____

By: H.K. O.

(Signature of Chair, President or Vice President)

Its: HENRY QUAN, PRESIDENT

(Print Name and Title)

Date: 6/27/17

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

By: _____
Mary Grace Perry
Deputy County Counsel

By: M. Lodge

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

Its: Michelle Lodge, CFO

(Print Name and Title)

Date: _____

Date: 6/27/17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

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. 5 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA – Public Works – Facilities
Term: July 1, 2012 – October 2, 2018
Not to Exceed: \$100,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Quinn Power Systems
Contractor's Business Name

Date: 7-6-17

By: [Signature]
(Signature of Chief, President or Vice President)

Its: Henry Quam President
(Print Name and Title)

Date: 6/27/17

Approved as to Form and Legality
Office of the County Counsel

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Its: Michelle Locke, CFO
(Print Name and Title)

Date: July 3, 2017

Date: 6/22/17

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7-3-17

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. 5 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA - Public Works - Facilities
Term: July 1, 2012 - October 2, 2018
Not to Exceed: \$100,000