

ATTACHMENT A

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 6 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, Agreement was amended by the Parties on July 6, 2017 (hereinafter "Amendment No. 5") to extend the term for approximately sixteen (16) additional months through October 2, 2018 and to increase the not to exceed amount by \$2,800 which resulted in a total not to exceed amount of \$100,000; and

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

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Not to Exceed: \$150,000

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$50,000 for a total not to exceed amount of \$150,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend the first sentence of Paragraph 1., "SERVICES TO BE PROVIDED", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1 in conformity with the terms of this Agreement.

2. Amend Paragraph 2.0, "PAYMENTS BY COUNTY", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$150,000.

3. Amend Paragraph 4., "ADDITIONAL PROVISIONS/EXHIBITS", to delete "Exhibit A Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1 – Scope of Services/Payment Provisions.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 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. a
(Signature of Chair, President or Vice President)

Its: HENRY QUAN, PRESIDENT
(Print Name and Title)

Date: 8-28-2017

**Approved as to Form and Legality
Office of the County Counsel**
By: Mary Grace Perry
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: 8-6-17

Date: 8/28/17

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: 8-7-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Quinn Power Systems, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Preventive Maintenance and Planned Maintenance Services (PM) will be performed on emergency generator equipment identified and described in the Preventative Maintenance Schedule (Exhibit B-1) and the CSA PM Level Descriptions (Exhibit C), as well as emergency generator equipment at other County facilities as needed. Each preventive maintenance call will be coordinated with County. Services identified as PM1 in Exhibit B-1 will be performed semi-annually and services identified as PM2 will be performed annually. Upon completion of each service call, a summary of the preventative maintenance tasks completed will be provided to County using the CSA Equipment Inspection Checklist as provided in Exhibit D.

A.1.2 Load Bank Testing: CONTRACTOR will perform a two (2) hour load bank test annually on County's present systems (see Exhibit B-1). All labor, parts, travel and mileage charges are included in the schedule of charges.

A.1.3 Emergency Services: Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel will assess County site within four (4) hours of being notified. Emergency service will be provided 24 hours per day, 7 days a week, 365 days a year. Labor rates for emergency services are listed in Exhibit E. Cost of parts for emergency repairs will be billed to County upon completion of services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$150,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. This amount includes a reserve for emergency repairs of items not listed in A.1.3 above. CONTRACTOR's compensation for services listed in A.1.3, Emergency Services, from this Agreement shall be based on the rates listed in Exhibit E.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment shall be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.