AMENDMENT NO. 4 TO AGREEMENT FOR SERVICES BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND QUINN COMPANY

THIS AMENDMENT NO. 4 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018; Amendment No. 1 on November 5, 2020; Amendment No. 2 on May 17, 2022; and Amendment No. 3 on June 20, 2024 (hereinafter, "Agreement");

WHEREAS, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment and rental(s) of equipment; and

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$150,000.00 for a total contract amount not to exceed \$550,000.00 to continue providing services identified in the Agreement;

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

1. Amend Section 3, "Payment to CONTRACTOR" to read as follows:

<u>Payments to CONTRACTOR; maximum liability</u>. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is <u>Five Hundred Fifty Thousand Dollars no cents (\$550,000.00)</u>.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

CONTRACTOR: Quinn Company

MONTEREY COUNTY WATER

RESOURCES AGENCY By: _____General Manager Date: (Signature of Chair, President or Vice President) Its: _____(Print Name and Title) Date: Approved as to Form and Legality **Office of the County Counsel** By: _____ Chief Assistant County Counsel (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) Date: _____ Its: _____(Print Name and Title) **Approved as to Fiscal Provisions** By: _____Auditor-Controller Approved as to Indemnity, Insurance Provisions By: ______ Risk Management

*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 per