

**AMENDMENT NO. 3 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
QUINN COMPANY**

THIS AMENDMENT NO. 3 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; and Amendment No. 2 on May 17, 2022 (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 by revising Exhibit A – Scope of work, extending the term to June 30, 2028, revising Exhibit B – Fee Schedule, and a dollar increase of \$150,000.00 for a total contract amount not to exceed \$400,000.00 to continue providing services identified in the Agreement;

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

1. Amend Section 1, "**Employment of CONTRACTOR**" to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A – REVISED, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A – REVISED**

2. Amend Section 2, "**Term of Agreement**" to read as follows:

Term of Agreement. The term of this Agreement shall begin on **July 1, 2018** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B - REVISED. The maximum amount payable to CONTRACTOR under this contract is **Four Hundred Thousand Dollars no cents (\$400,000.00)**.

Amendment No. 3 Quinn Company

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

This space left blank intentionally

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER
RESOURCES AGENCY

DocuSigned by:
Ara Ayhderian
By: 1F182FFB49A2435...
General Manager

Date: 6/20/2024 | 4:22 PM PDT

Approved as to Form and Legality
Office of the County Counsel

DocuSigned by:
Kelly L. Donlon
By: 22D698CA05A940B...
Assistant County Counsel

Date: 6/4/2024 | 11:21 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Auditor-Controller

Date: 6/4/2024 | 2:42 PM PDT

Approved as to Indemnity, 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 per

CONTRACTOR

Quinn Company
*Contractor Business Name

By: *William Buchanan*
(Signature of Chair, President or Vice President)

Its: ~~Scott Walter~~ William Buchanan, SVP
(Print Name and Title)

Date: May 31, 2024

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

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

Date: May 31, 2024

DocuSigned by:
Trent Hill
30922505678A4ED...
Trent Hill

County of Monterey
6/17/2024 | 12:13 PM PDT

EXHIBIT A – REVISED

Scope of services:

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

Services provided under this Agreement include the short-term rental of heavy equipment and maintenance and repair of Agency owned heavy equipment.

Based on Agency need, heavy equipment may be rented by the day, week, or month. Current rental rates are included in Exhibit B. Future equipment rentals will be subject to market rates, not to exceed a 10% year to year increase.

Preventative maintenance and nonscheduled repair services will be provided on Caterpillar D5 Dozer, Caterpillar 420D, Caterpillar 320, Caterpillar 420E, Caterpillar 415, Doosan 50kW Generator, or other equipment as needed. Current labor rates are included in Exhibit B but future work will be quoted on an as needed basis and performed at market rates.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/-50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

PM Services Include:

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines -Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors -Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete "walk-around" Machine inspection, with written report provided during each PM service.
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC-required Documentation.

PM Services Exclude:

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement

Amendment No. 3 Quinn Company

2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included
3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

PM Customer responsibilities:

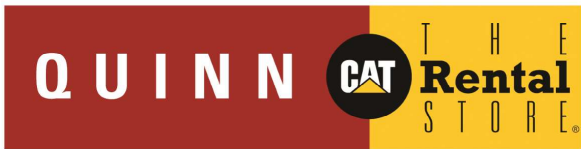
1. Daily, weekly or as "required" PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company's service territory during normal working hours (Mon. - Fri., 7am - 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in "Ready to services" condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

EXHIBIT B – REVISED
FEE SCHEDULE



Labor Rates - Salinas
March 4, 2024

Construction Rates	Straight Time	Overtime	Premium Time	AG Rates	Straight Time	Overtime	Premium Time
Construction				SHP - LABOR			
ARM - LABOR-ARM WELD	\$125.00	\$187.50	\$250.00	02	\$172.00	\$258.00	\$344.00
SHP - LABOR	\$192.00	\$288.00	\$384.00	72	\$172.00	\$258.00	\$344.00
FLD - LABOR-EM	\$220.00	\$330.00	\$440.00	FLD - LABOR			
WLD - LABOR-WELD	\$185.00	\$277.50	\$370.00	02	\$194.00	\$291.00	\$388.00
WLF - LABOR-WELD	\$208.00	\$312.00	\$416.00	72	\$194.00	\$291.00	\$388.00
				WLD - LABOR-WELD			
				02	\$160.00	\$240.00	\$320.00
				72	\$160.00	\$240.00	\$320.00
				WLF - LABOR-WELD			
				02	\$182.00	\$273.00	\$364.00
				72	\$182.00	\$273.00	\$364.00

EXHIBIT B - REVISED**Fee Schedule**

1300 ABBOTT ST, SALINAS, CA 93901
 SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Bill to: Customer: **439701**
MONTEREY CO WATER RESOURCES
ATTN ACCOUNTS PAYABLE
P O BOX 930
SALINAS, CA 93901

Signed By: **PETER**
 Order By: **CHARLES LINGENFELTER**

Rental Quote

Quote D25165

Date Out: **04/01/2024 Mon 07:00 AM**
 Est. Date In: **04/28/2024 Sun 07:00 AM**

Jobsite:
 Contact: **CHARLES LINGENFELTER**
 Phone: **831 682 5961**
P O BOX 930
SALINAS, CA
93901

Written By: **Peter Stuhlmiller**
 Sales Rep: **STEVEN SHOOK**
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	840-4200 2000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$484	\$1,630	\$3,670	3,670.00
1	840-4400 4000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$630	\$2,520	\$6,615	6,615.00
1	200-0405 DOZER D2/D4K	\$770	\$2,765	\$7,700	7,700.00
1	200-0505 DOZER D3/D5K	\$690	\$2,580	\$7,100	7,100.00
1	200-0605 DOZER D4/D6K	\$625	\$2,500	\$6,800	6,800.00
1	100-3100 BACKHOE 420	\$489	\$1,530	\$3,360	3,360.00
1	100-4500 BACKHOE 450	\$560	\$2,040	\$5,100	5,100.00
1	740-5400 SKIP LOADER 415 IL	\$375	\$1,260	\$2,835	2,835.00
1	120-6690 EXCAVATOR 315	\$700	\$2,360	\$6,900	6,900.00
1	120-6800 EXCAVATOR 320/320 GC	\$865	\$2,950	\$8,100	8,100.00

Exhibit B - REVISED Fee Schedule

Rental Quote Quote D25165



1300 ABBOTT ST, SALINAS, CA 93901
SALINAS Ph: 831-758-8800 Fax: 831-758-8583

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MONTEREY CO WATER RESOURCES
ATTN ACCOUNTS PAYABLE
P O BOX 930
SALINAS, CA 93901

Signed By: **PETER**
Order By: **CHARLES LINGENFELTER**

Date Out: **04/01/2024 Mon 07:00 AM**
Est. Date In: **04/28/2024 Sun 07:00 AM**

Jobsite:
Contact: **CHARLES LINGENFELTER**
Phone: **831 682 5961**
P O BOX 930
SALINAS, CA
93901

Written By: **Peter Stuhlmiller**
Sales Rep: **STEVEN SHOOK**
PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	350-3213 EXCAVATOR 325	\$1,000	\$3,175	\$9,380	9,380.00
1	740-2990 COMPACT TRACK LOADER 299	\$600	\$1,975	\$4,940	4,940.00
1	740-2790 COMPACT TRACK LOADER 279	\$485	\$1,600	\$4,200	4,200.00
1	740-2890 COMPACT TRACK LOADER 289	\$495	\$1,665	\$4,475	4,475.00
1	840-2700 3 YD DUMP TRUCK	\$450	\$1,020	\$2,639	2,639.00
1	840-2800 5 YD DUMP TRUCK	\$450	\$1,470	\$3,475	3,475.00
1	840-2900 10 YD DUMP TRUCK	\$610	\$2,350	\$6,425	6,425.00
	THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.				
1	800-3700 500 GALLON WATER TRAILER	\$150	\$400	\$930	930.00
1	110-7025 CAT 950 4.25 YD LOADER	\$900	\$3,200	\$8,000	8,000.00
1	110-7035 WHEEL LOADER 926 2.5YD	\$715	\$2,250	\$6,275	6,275.00

Exhibit B - REVISED
Fee Schedule

Rental Quote
Quote D25165



1300 ABBOTT ST, SALINAS, CA 93901
SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Customer: 439701
Bill to: MONTEREY CO WATER RESOURCES
ATTN ACCOUNTS PAYABLE
P O BOX 930
SALINAS, CA 93901

Date Out: 04/01/2024 Mon 07:00 AM
Est. Date In: 04/28/2024 Sun 07:00 AM

Jobsite:
Contact: CHARLES LINGENFELTER
Phone: 831 682 5961
P O BOX 930
SALINAS, CA
93901

Signed By: PETER
Order By: CHARLES LINGENFELTER

Written By: Peter Stuhlmiller
Sales Rep: STEVEN SHOOK
PO #:

QTY DESCRIPTION		DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	110-7050 WHEEL LOADER 938 3.5 YD	\$850	\$2,850	\$7,200	7,200.00
1	140-3020 COMPACTOR, SINGLE DRUM 84" CS56	\$650	\$2,260	\$6,025	6,025.00
1	140-3520 COMPACTOR, PADFOOT 84" CP56	\$600	\$2,150	\$6,500	6,500.00
Miscellaneous Items					
1	ENV REC FEE (T)			2.50 %	3,216.10
State 7.25% County 0.5% City 1.5% Total Tax: 9.25%					12,197.06
Total:				144,057.16	

AGREEMENT AND ACKNOWLEDGEMENT

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 26 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

AN ADDITIONAL 16% FEE WILL APPEAR ON FINAL INVOICE UNLESS RENTAL EQUIPMENT PROTECTION ("REP") WAIVER IS REJECTED. REJECTION OF THIS WAIVER
REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

() REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: _____ DATE: _____
(Signature) (Printed Name) (Title)

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. 24-011

APPROVE AMENDMENT NO. 3 OF THE AGREEMENT FOR)
SERVICES WITH QUINN COMPANY TO EXTEND THE)
CONTRACT TERM TO JUNE 30, 2028, AND INCREASE THE)
DOLLAR AMOUNT TO \$400,000 FOR SHORT TERM EQUIPMENT)
RENTAL AND PREVENTATIVE MAINTENANCE AND REPAIR OF)
AGENCY OWNED HEAVY EQUIPMENT AND AUTHORIZE THE)
THE GENERAL MANAGER TO EXECUTE THE AMENDMENT.)

Upon motion of Director John Baillie, seconded by Director Mark Gonzalez, and carried by those members present, the Board of Directors hereby:

1. Approves Amendment No. 3 of the Agreement for Services with Quinn Company to extend the contract term to June 30, 2028, and increase the dollar amount to \$400,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this **15th** day of **April 2024**, by the following vote, to-wit:

AYES: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund,
Mike Scattini, John Baillie, Marvin Borzini

NOES: None

ABSENT: Jason Smith

DocuSigned by:

Mike LeBarre

3DE98F68D40F4DB...

BY: Mike LeBarre, Chair
Board of Directors

DocuSigned by:

Ara Azhderian

1F182FFB49A2435...

ATTEST: Ara Azhderian
General Manager

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
QUINN COMPANY**

THIS AMENDMENT NO. 2 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, and Amendment No. 1 on November 5, 2020 (hereinafter, "Agreement");

WHEREAS, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2025, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$250,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 2, Term of Agreement, to read as follows:

The term of this Agreement shall begin on July 1, 2018, by CONTRACTOR and Agency and will terminate on June 30, 2025, unless earlier terminated as provided herein.

2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

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 Two Hundred Fifty Thousand dollars (\$250,000.00).

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

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Amendment No. 2 Quinn Company

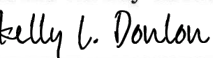
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: 
2B64A5A1043A441...
General Manager

Date: 5/17/2022 | 10:00 AM PDT

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

By: 
22D690CA05A940B...
Assistant County Counsel

Date: 5/13/2022 | 11:20 AM PDT

**Approved as to Fiscal Provisions
Board of Supervisors**

By: 
D3834BFEC1D8449...
Auditor-Controller

Date: 5/13/2022 | 11:26 AM PDT

Approved as to Indemnity, 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.

CONTRACTOR

Quinn Company
*Contractor Business Name

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

Its: Ryan Tefferson - Branch Manager
(Print Name and Title)

Date: 3/21/22

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

Its: _____
(Print Name and Title)

Date: _____

Amendment No. 2 Quinn Company

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
QUINN COMPANY**

THIS AMENDMENT NO. 1 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 (hereinafter, "Agreement");

WHEREAS, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000, not to exceed a total contract amount of \$100,000 and a term extension to June 30, 2022 to continue providing services identified in the Agreement.

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

1. Amend Section 2, Term of Agreement, to read as follows:

The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency and will terminate on **June 30, 2022**, unless earlier terminated as provided herein.

2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

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 one hundred thousand (**\$100,000.00**).

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

This space left blank intentionally

Amendment No. 1 Quinn Company

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: 
General Manager

Date: E-signed 11/5/2020

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

By: 
Deputy County Counsel

Date: November 5, 2020

Approved as to Fiscal Provisions

By: 
Auditor-Controller

Date: 11-5-2020

 11/02/2020

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR


*Contractor Business Name

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

Its: Ryan Jefferson
(Print Name and Title)

Date: 11/5/2020

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

Its: _____
(Print Name and Title)

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.

ROUTING FORM – RQN #: 4311**Date: 6/29/2018**☒ **AGREEMENT**☐ **AMENDMENT**☐ **BOARD REPORT FOR PRE-APPROVAL****Vendor Name:** Quinn Company.**Title/Brief Description of Document:** Agreement (Heavy Equip. preventative maint., \$25k)**Originating Dept.:** Water Resources Agency **Dept. Contact WITH Phone #:** Jessell Fenley, Ext: 4896**This Agreement or Amendment requires Board Approval:** Yes ☐ No ☒**This Agreement requires an MYA:** Yes ☒ No ☐**AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		.	
2nd	County Counsel (required)	KLP	.	7/19/18
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	n/a	.	
4th	Auditor-Controller (required)		.	7-19-18
5th	Contracts/Purchasing (required)		Please forward to CAO Office Juan Lopez. Thank you	7-30-18
	Return to Originating Department Instructions		Jessell Fenley – ext: 4896 Thank you.	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: * 3978

MONTEREY COUNTY WATER RESOURCES AGENCY
AND QUINN COMPANY
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Quinn Company,
a California company hereinafter called
"CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - (a) The scope of work is briefly described and outlined as follows:

Preventative maintenance, and repair of Water Resources Agency heavy equipment
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on July 1, 2018
by CONTRACTOR and Agency, and will terminate on June 30, 2021,
unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. 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
Twenty Five Thousand,

(\$ 25,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required

endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Ryan Jefferson

Agency's designated administrator of this Agreement shall be
Brent Buche

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Brent Buche	Name: Ryan Jefferson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 1300 Abbot St., Salinas, Ca 93902
Telephone: 831-755-4860	Telephone: 831-789-8842
Fax: 831-424-7935	Fax:
E-Mail: bucheb@co.monterey.ca.us	E-Mail: ryan.jefferson@quinncompany.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Fee Schedule
Exhibit C - Deliverables
Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND QUINN COMPANY
AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY:  *DBM*

For David E. Chardavoyne
General Manager

Date: 8/3/18 Quinn Company

CONTRACTOR:

BY: 

Type Name: Ryan Jefferson

Title: Branch Manager

Date: 6/28/18 Quinn Company

BY: 

Type Name: Steven Burt

Title: Branch Manager Rentals

Date: 6/29/18 Quinn Company

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

(Quinn Company)
Agreement/Amendment No # (FY 18/19)

Approved as to form ¹:


 Deputy County Counsel

Dated: 7/18/18

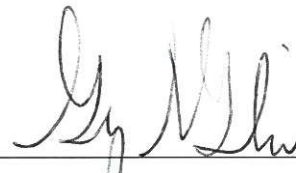
n/a
 County Counsel – Risk Manager:

Dated: _____

Approved as to fiscal provisions:


 Administrative Analyst

Dated: 7/30/18


 Auditor-Controller ²:

Dated: 7/19/18

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A

A. Scope of services:

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

The purpose of this Agreement is to: Provide preventative maintenance services on Caterpillar D5G FDH01050, Caterpillar 420D FDP13132, Caterpillar 315CL CFT00831, Caterpillar 420E IT KMW00427. Also provide nonscheduled repairs on an as needed basis. This Agreement will be in effect during the period and pertaining solely to the equipment.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/- 50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

With the uncertainty in the oil market, Quinn Company reserves the right to add an oil surcharge to the agreement price, if applicable to the maintenance plan. This surcharge will be added if the market price for oil charges by 10% or more over any six-month period during this agreement.

Inclusions:

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines – Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors – Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete “walk-around” Machine inspection, with written report provided during each PM service
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC- required documentation

Exclusions, Exceptions and other conditions:

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement
2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included

3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

Customer responsibilities:

1. Daily, weekly or as “required” PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company’s service territory during normal working hours (Mon. – Fri., 7am – 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in “Ready to services” condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

EXHIBIT B**FEE SCHEDULE****B. Payment Provisions****Compensation/Payment:**

Monterey County Water Resources Agency shall pay an amount not to exceed \$25,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates in accordance with the following terms:

Equipment List:	Model	Serial #
Make Caterpillar	D5G	FDG01050
Caterpillar	420D	FDP13132
Caterpillar	315CL	CFT00831
Caterpillar	420E IT	KMW00427

NOTE: All fees and costs stated herein shall include all applicable tax.

If Monterey County Water Resources Agency approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

Contractors Billing Procedures:

NOTE: Payment may 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.

Monterey County Water Resources Agency may, in its sole discretion, terminate the contract 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 the Monterey County Water Resources Agency.

Monterey County Water Resources Agency 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 expectations or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report
one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document