

# Attachment B

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## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-12995**

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 1 to Standard Agreement No. A-12995 with Quinn Rental Services to continue to provide rental equipment to: update the rental rates; increase the not to exceed amount of \$150,000 by \$450,000 for a total amount not to exceed \$600,000; and extend the expiration date from December 31, 2016 for three (3) additional years through December 31, 2019, for a revised term from November 1, 2015 to December 31, 2019; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 13th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on December 13, 2016.

Dated: December 14, 2016  
File ID: 16-1362

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
QUINN RENTAL SERVICES**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Rental Services (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 Standard Agreement with County on November 24, 2015 (hereinafter, "Agreement") to provide rental equipment (hereinafter, "services") through December 31, 2016 for an amount not to exceed \$150,000; and

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

**WHEREAS**, CONTRACTOR's original Rental Rates require an update effective January 1, 2017; and

**WHEREAS**, Agreement requires revision to Exhibit A, Scope of Services/Payment Provisions; and

**WHEREAS**, additional time and funding are necessary; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for three (3) additional years to December 31, 2019, to increase the amount by \$450,000 for a total amount not to exceed \$600,000, to update the Rental Rates effective January 1, 2017, and to replace Exhibit A, Scope of Services/Payment Provisions to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. 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.
2. In all places within the Agreement, any reference to the CONTRACTOR's original Rental Rates is hereby replaced with the CONTRACTOR's revised Rental Rates, effective January 1, 2017, in "Exhibit A-1 – Scope of Services/Payment Provisions".

Amendment No. 1 to Standard Agreement  
Quinn Rental Services  
Rental Equipment  
RMA – Public Works  
Term: November 1, 2015 – December 31, 2019  
Not to Exceed: \$600,000

3. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", 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 shall not exceed the sum of \$600,000.

4. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from November 1, 2015 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement  
Quim Rental Services  
Rental Equipment  
RMA – Public Works  
Term: November 1, 2015 – December 31, 2019  
Not to Exceed: \$600,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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 Rental Services  
Contractor's Business Name

Date: \_\_\_\_\_

By:         H. O          
(Signature of Chair, President or Vice President)

Its:         Henry Ouan, President          
(Print Name and Title)

Date:         12/12/16        

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

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

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Its:         Lino Martin Asst. Secretary          
(Print Name and Title)

Date: \_\_\_\_\_

Date:         12/12/16        

**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. 1 to Standard Agreement  
Quinn Rental Services

Rental Equipment

RMA – Public Works

Term: November 1, 2015 – December 31, 2019

Not to Exceed: \$600,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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 Rental Services  
Contractor's Business Name

Date: 12-19-16

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

Its: Henry Quan, President  
(Print Name and Title)

Date: 12/12/16

**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: Lino Martin, Asst. Secretary  
(Print Name and Title)

Date: 12-13-16

Date: 12/12/16

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 12-14-16

**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. 1 to Standard Agreement  
Quinn Rental Services  
Rental Equipment  
RMA - Public Works  
Term: November 1, 2015 - December 31, 2019  
Not to Exceed: \$600,000

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide rental services, and otherwise do all things necessary for or incidental to providing rental equipment as requested by the County as set forth below:

County shall request and pick-up rental equipment at CONTRACTOR's place of business or schedule delivery of equipment by CONTRACTOR to County worksite. County has the right to make a pre-delivery inspection and shall inform CONTRACTOR of any damage or deficiency that may exist.

County shall return all rented equipment to the CONTRACTOR's place of business.

CONTRACTOR shall receive requests for rental equipment from the County and provide the requested equipment to the County or inform the County of the CONTRACTOR's inability to comply with the request within twenty-four (24) hours of the initial request.

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$600,000 for the performance of all things necessary for or incidental to the procurement of rental of equipment as set forth in the Scope of Services. CONTRACTOR's compensation for procured rental equipment shall be based on the attached Rental Rates, effective January 1, 2017, and in accordance with the following terms:

All rental items are subject to State and local taxes per the current California State Board of Equalization City and County sales tax rates.

Invoices for all rental equipment are subject to a fourteen percent (14%) damage waiver fee per piece of rented equipment.

A one percent (1%) environmental recycling fee will be invoiced per piece of rented equipment.

CONTRACTOR shall provide equipment in accordance with the Agreement Rental Rates and for the time period requested by County.

Rental Rates do not include costs for permits and bonds that may be required for the usage of the rental equipment.



## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

There shall be no travel reimbursement allowed during this Agreement.

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 rental equipment.

### B.2 ~~CONTRACTOR'S~~ BILLING PROCEDURES

Payment shall be based upon completion of the rental term and return of the CONTRACTOR's equipment by the County.

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.

### B.3 INVOICES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Project name, Multi-Year Agreement (MYA) number MYA3000\*1971 and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



**Rental Quote** , Effective January 1, 2017  
Quote Y27261

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

Date Out: 01/01/2017 Sun 07:00 AM  
Est. Date In: 12/31/2017 Sun 07:00 AM

Jobsite: RENTAL RATES 2017  
Contact: HOP ESSICK  
Phone: 831 755 5040  
168 W ALISAL ST 2ND FL  
SALINAS, CA  
93901

Customer: 439500  
Bill to: MONTEREY COUNTY PUBLIC WORKS  
ATTN ACCOUNTS PAYABLE  
168 W ALISAL ST 2ND FL  
SALINAS, CA 93901

Written By: STEVENBURT  
Sales Rep: DANIEL TORRES  
PO #: RATES 2017

Signed By:  
Order By: HOP ESSICK

QTY	DESCRIPTION	DAY	WEEK	4WEEK
<b>Rental Items</b>				
*** TRANSPORT CHARGES ARE BASED ON \$125/HR PORTAL TO PORTAL FOR DELIVERY, PICKUP AND JOBSITE TO JOBSITE MOVES OF RENTAL EQUIPMENT ONLY, ***				
1.	100-3101 BACKHOE, CAB 416/420 4WD DIESEL W/BUCKET	\$356	\$1,080	\$2,691
1.	100-4500 BACKHOE 450 CANOPY 4WD/1372HP/21FT	\$383	\$1,620	\$4,320
1	120-8800 320/321 CAT EXCAVATOR	\$655	\$2,490	\$7,035
1.	200-0605 DOZER D8K XL CAB	\$635	\$2,530	\$7,590
1.	200-0505 DOZER D5G/K XL CAB	\$525	\$2,090	\$6,270
1.	200-0405 DOZER D4G/K XL CAB	\$470	\$1,870	\$5,610
1	140-3047 DD SMOOTH VIB 3-5TON 47"-CB224/CB24	\$260	\$980	\$2,775
1	148-4011 PNEUMATIC ROLLER, 9-WHEEL - PS150	\$350	\$1,400	\$4,200
1	060-1300 8' R/O ROAD BROOM-DIESEL W/CAB	\$310	\$1,205	\$3,780
1	ID:0601305 MODEL:0601305 BROOM WEAR CHARGE PER 1/2" @ 75.00 EACH	\$0	\$0	\$0
1	800-2900 DUMP TRAILER, HYDRAULIC 5000# MAX LOAD	\$145	\$420	\$935
1	840-2800 5/6 YD DUMP TRUCK	\$265	\$975	\$2,860
1	840-2901 14 YD DUMP TRUCK CAT CT660	\$635	\$2,735	\$8,490

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**



**Rental Quote**, Effective January 1, 2017  
**Quote Y27261**

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

Date Out: **01/01/2017 Sun 07:00 AM**  
 Est. Date In: **12/31/2017 Sun 07:00 AM**

Jobsite: **RENTAL RATES 2017**  
 Contact: **HOP ESSICK**  
 Phone: **831 755 5040**  
**168 W ALISAL ST 2ND FL**  
**SALINAS, CA**  
**93901**

Customer: **439500**  
 Bill to: **MONTEREY COUNTY PUBLIC WORKS**  
**ATTN ACCOUNTS PAYABLE**  
**168 W ALISAL ST 2ND FL**  
**SALINAS, CA 93901**

Written By: **STEVENBURT**  
 Sales Rep: **DANIEL TORRES**  
 PO #: **RATES 2017**

Signed By:  
 Order By: **HOP ESSICK**

QTY	DESCRIPTION	DAY	WEEK	4WEEK
<b>Rental Items</b>				
1	840-4200 2000 GAL WATER TRUCK	\$335	\$1,105	\$2,530
1	780-0110 MESSAGE BOARD, SOLAR TRLR MOUNT	\$220	\$890	\$2,270
1	780-0100 ARROW BOARD, TRLR MOUNT	\$100	\$320	\$995
1.	380-4000 4000 WATT TOWABLE LIGHT TOWER W/GEN.	\$85	\$349	\$735
1	440-1015 MOTORGRADER 120M AWD	\$635	\$2,870	\$8,990
1	440-1009 MOTORGRADER NORAM 65E	\$465	\$1,815	\$5,675
1	840-2900 10-12 YD DUMP TRUCK	\$440	\$2,000	\$6,255
1	230-9009 REACHLIFT 43'-44' X 9,000# 4WD DIESEL	\$385	\$1,185	\$2,970
1	110-9301 WHEEL LOADER 930 W/ QC	\$475	\$1,700	\$4,200
1	110-7025 CAT 950 4.0 YD LOADER	\$650	\$2,380	\$6,575
1	740-5400 4WD CAT SKIPLOADER	\$255	\$945	\$2,650
1	140-3030 10-13 TON CB-534 67" VIB ROLLER	\$605	\$2,145	\$6,460
<b>Miscellaneous Items</b>				
1	ENV REC FEE (T)		1.00 %	
1	FIRE, THEFT & VANDALISM		14.00 %	
State 7.5% County 0.125% City 1.5% Total Tax: 9.125%				

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