

**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**

By: _____
General Manager

Date: _____

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

By: _____
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

*Contractor Business Name

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

Its: _____
(Print Name and Title)

Date: _____

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 per

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

Rental Quote Quote D25165

QUINN



THE Rental STORE

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

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

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**

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



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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
	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	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



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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