

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN RENTAL SERVICES**

THIS AMENDMENT NO. 2 to Standard Agreement No. A-12995 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 Standard Agreement No. A-12995 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, Agreement was amended by the Parties on December 19, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 - Scope of Services/Payment Provisions) to update the Rental Rates effective January 1, 2017, to extend the term for three (3) additional years through December 31, 2019, and to increase the amount by \$450,000 which resulted in a total not to exceed amount of \$600,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's Rental Rates effective January 1, 2017, in Exhibit A-1 of the Agreement, require an update effective January 1, 2020; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for ten (10) additional months to October 31, 2020, to update the Rental Rates effective January 1, 2020, and to increase the amount by \$175,000 for a total amount not to exceed \$775,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2, Scope of Services/Payment Provisions.
2. In all places within the Agreement, any reference to the CONTRACTOR's Rental Rates effective January 1, 2017 is hereby replaced with the CONTRACTOR's revised Rental Rates effective January 1, 2020 in Exhibit A-2 – Scope of Services/Payment Provisions.

Amendment No. 2 to Standard Agreement No. A-12995
Quinn Rental Services
Rental Equipment
RMA – Public Works, Parks and Facilities
Term: November 1, 2015 – October 31, 2020
Not to Exceed: \$775,000

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-2, 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 \$775,000.

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 October 31, 2020, 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-1, Scope of Services/Payment Provisions" and to add "Exhibit A-2, Scope of Services/Payment Provisions".

6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.

7. All other terms and conditions of the Agreement, including all other Exhibits thereto which have not been replaced pursuant to this Amendment No. 2, shall remain unchanged and in full force.

8. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

9. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

Amendment No. 2 to Standard Agreement No. A-12995
Quinn Rental Services
Rental Equipment
RMA - Public Works, Parks and Facilities
Term: November 1, 2015 - October 31, 2020
Not to Exceed: \$775,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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.K.A.
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting County Counsel-Risk Manager

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 10-16-2019

Date: _____

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

Approved as to Fiscal Provisions

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

By: _____
Auditor/Controller

Date: 10/16/19

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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) managers. 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.

Amendment No. 2 to Standard Agreement No. A-12995
Quinn Rental Services
Rental Equipment
RMA - Public Works, Parks and Facilities
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COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Quinn Rental Services
Contractor's Business Name

Date: _____

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting County Counsel-Risk Manager

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

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 10-16-2019

Date: 10-18-19

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

Approved as to Fiscal Provisions

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

By: R. Meyer
Auditor/Controller

Date: 10/16/19

Date: 10/22/2019

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, Acting County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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) managers. 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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Quinn Rental Services
Rental Equipment
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EXHIBIT A-2 - 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 \$775,000 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, 2020, 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 two percent (2%) 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.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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 services/project name, Multi-Year Agreement (MYA) number, **MYA #3000*1971**, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

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 or by emailing to: RMA-Finance-AP-GP@co.monterey.ca.us.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS



Rental Quote, Effective January 1, 2020

Quote B71206

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

Date Out: **01/01/2020 Wed 07:00 AM**
 Est. Date In: **12/31/2020 Thu 07:00 AM**

Customer: **439500**
 Bill to: **MONTEREY CO PUBLIC WORKS**
ATTN FINANCE DEPT
1441 SCHILLING PL, SOUTH 2ND FLOOR
SALINAS, CA 93901

Jobsite: **RATES 2020**
 Contact: **HOP ESSICK**
 Phone: **831 755 4926**
1441 SCHILLING PL, SOUTH 2ND FLOOR
SALINAS, CA
93901

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

Written By: **STEVENBURT**
 Sales Rep: **DANIEL TORRES**
 PO #: **RATES 2020**

QTY DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

*** 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	\$425	\$1,350	\$2,691
1.	100-4500 BACKHOE 450 CANOPY 4WD/1372HP/21FT	\$480	\$1,800	\$4,500
1.	120-6690 314 CAT EXCAVATOR	\$575	\$2,050	\$5,400
1.	120-6800 320/323 CAT EXCAVATOR	\$725	\$2,550	\$6,165
1.	200-0605 DOZER D6K XL CAB	\$625	\$2,500	\$6,120
1.	200-0505 DOZER D5G/K XL CAB	\$575	\$2,200	\$5,580
1.	200-0405 DOZER D4G/K XL CAB	\$525	\$2,000	\$4,850
1.	140-3047 DD SMOOTH VIB 3-5TON 47"-CB224/CB24	\$310	\$950	\$2,250
1.	060-1300 8' R/O ROAD BROOM-DIESEL W/CAB	\$310	\$1,205	\$3,402
1	ID:0601305 MODEL:BROOM WEAR BROOM WEAR CHARGE PER 1/2" @ 75.00 EACH	\$75	\$75	\$75

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS



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 Sales Rep: **DANIEL TORRES**
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QTY DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	800-2900 DUMP TRAILER, HYDRAULIC 5000# MAX LOAD	\$155	\$425	\$968
1.	840-2800 5/6 YD DUMP TRUCK	\$310	\$975	\$2,340
1.	840-2900 10-12 YD DUMP TRUCK	\$405	\$1,670	\$4,950
1.	840-4200 2000 GAL WATER TRUCK	\$338	\$1,125	\$2,475
1.	840-4400 4000 GAL WATER TRUCK	\$535	\$2,000	\$4,320
1.	780-0110 MESSAGE BOARD, SOLAR TRLR MOUNT	\$220	\$890	\$2,043
1.	780-0100 ARROW BOARD, TRLR MOUNT	\$125	\$400	\$855
1.	380-4001 V MAST LIGHT TOWER	\$75	\$175	\$700
1.	230-9009 REACHLIFT 43'-44' X 9,000# 4WD DIESEL	\$435	\$1,250	\$2,475
1.	110-7035 CAT 924 2.0 YD LOADER	\$590	\$1,800	\$4,320
1.	110-9381 WHEEL LOADER 938 W/ QC 3.5YD BKT	\$630	\$2,150	\$5,490
1.	110-9505 WHEEL LOADER 950 W/ QC	\$650	\$2,400	\$5,940

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 Sales Rep: DANIEL TORRES
 PO #: RATES 2020

QTY	DESCRIPTION	DAY	WEEK	4WEEK
Rental Items				
1.	740-5400 4WD CAT SKIPLOADER	\$310	\$1,050	\$2,250
1.	740-2995 COMPACT TRACK LOADER 299 HIGH FLOW	\$500	\$1,650	\$3,780
1.	740-2590 COMPACT TRACK LOADER 259	\$360	\$1,160	\$2,790
1.	740-2420 SKID STEER 242	\$200	\$615	\$2,200
1.	350-3030 MINI EXCAVATOR 303C CR	\$320	\$1,025	\$2,340
1.	260-1250 9"-12" TOWABLE CHIPPER	\$350	\$1,150	\$3,240
1.	740-5800 TRACTOR 35-45HP-CAT1 HITCH	\$225	\$775	\$1,715
1.	740-5820 6' ROTARY MOWER-CAT1	\$100	\$400	\$1,080
1.	740-6010 FLAIL MOWER-CAT1	\$150	\$600	\$1,350
Miscellaneous Items				
1	ENV REC FEE (T)		2.00 %	
1	FIRE,THEFT & VANDALISM		14.00 %	
State 7.25% County 0.5% City 1.5% Total Tax: 9.25%				