

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.15
(ID # 23896)

MEETING DATE:
Tuesday, May 07, 2024

FROM : PURCHASING AND FLEET SERVICES AND Waste Resources, Fire Department,
and Transportation and Land Management Agency :

SUBJECT: PURCHASING AND FLEET SERVICES: Ratify and Approve the Professional Service Agreement with Quinn Company for Heavy Equipment Component Reconditioning and Repair Services for five years; All Districts. [Total Cost \$11,880,000 up to \$1,188,000 in additional compensation - 100% Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Service Agreement with Quinn Company for Heavy Equipment Component Reconditioning and Repair Services for a total aggregate amount not to exceed \$11,880,000 for five years through December 31, 2028, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that make modifications of the scope of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$1,188,000; and (c) issue Purchase Orders for payment of services performed within the approved compensation amount; and
3. Direct the Clerk of the Board to return three (3) copies of the Agreement to Purchasing for distribution.

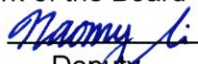
ACTION:Policy


Meghan Hahn, Director of Procurement 4/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 7, 2024
xc: Purchasing, Waste, Fire, TMLA

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,160,000	\$ 2,160,000	\$ 11,880,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Preventative maintenance programs are implemented by Riverside County Department of Waste Resources (Waste Resources), Transportation and Land Management Agency (TLMA) and Fire Department (Fire) for Caterpillar and other types of heavy equipment, which includes the replacement or repair of major components. The reconditioning and repair of various components enables prolonged life cycle use of these machines and provides an alternative to replacement of fleet equipment. Much of the maintenance work for the heavy equipment is done by County employees however, instances arise that may require support from a heavy equipment dealer and service provider.

Quinn Company is able to perform the reconditioning and repair service on all Caterpillar and additional brands of equipment currently used by participating department fleets. The standard operating practice for fleet mechanics of various departments is to assess the component repair needs on site and transport that component to the awarded vendor's location. Quinn Company's proximity to the participating department's locations allows for a quicker turnaround time and less down time for field heavy equipment. In addition, Quinn Company can provide on-site component reconditioning/repairs at numerous department locations throughout the county as needed.

Impact on Residents and Businesses

Utilizing local contractors provides for less travel time and cost regarding delivery and pick-up of components and on-site repair services. Component repairs can be completed in a timely manner, resulting in less down time of machinery, which can minimize delays in general operations, landfill operations and transportation maintenance that may negatively impact residents and businesses.

Additional Fiscal Information

The estimated total aggregate amount of \$11.8 million is based on past cumulative budgeted costs for all participating department's equipment repair needs as well as foresight into increased fleet sizes and inflation. County shall have no obligation to purchase any specified amounts of service. Please see an estimated budget distribution in table below:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

	Waste	TLMA	FIRE	Estimated Cost
FY 23/24	\$2,000,000	\$110,000	\$50,000	\$2,160,000
FY 24/25	\$2,000,000	\$110,000	\$50,000	\$2,160,000
FY 25/26	\$2,000,000	\$110,000	\$50,000	\$2,160,000
FY 26/27	\$2,000,000	\$110,000	\$50,000	\$2,160,000
FY 27/28	\$2,000,000	\$110,000	\$50,000	\$2,160,000
FY 28/29	\$1,000,000	\$55,000	\$25,000	\$1,080,000
Sub-Total	\$11,000,000	\$605,000	\$275,000	\$11,880,000

Contract History and Price Reasonableness

On October 17, 2023, County Purchasing, on behalf of the participating departments, released a Request for Quote (RFQ# PUARC-1711) for Heavy Equipment Component Reconditioning and Repair. Purchasing sent notifications to 87 potential bidders and publicly advertised the bid on the County Purchasing's website, with only one (1) bid response received.

The quote was reviewed by the participating department's Fleet Managers for overall component inclusive repair cost for the example line-item equipment including used hourly labor rates, travel charges and ability to perform the required reconditioning and repair services within the Repair groups stated in the RFQ. Following the review, the Fleet Managers recommended awarding to Quinn Company as the responsive and responsible bidder.

Quinn Company is the incumbent vendor for this agreement and their labor rates and parts pricing are comparable to the rates previously awarded and utilized over the past five years. Quinn Company is also offering major discounts to various parts.

ATTACHMENT A. PSA #616 HEAVY EQUIPMENT COMPONENT RECONDITIONING AND REPAIR SERVICES


 Jason Farin, Principal Management Analyst 4/25/2024


 Aaron Gettis, Chief of Deputy County Counsel 4/17/2024

PROFESSIONAL SERVICE AGREEMENT

for

HEAVY EQUIPMENT COMPONENT RECONDITIONING AND REPAIR SERVICES

between

COUNTY OF RIVERSIDE

and

QUINN COMPANY



MAY 07 2024 3.15

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This Professional Service Agreement (herein referred to as "Agreement") is made and entered into this _____ day of _____, 2024 by and between QUINN COMPANY, a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective December 31, 2023 (herein referred to as "Effective Date") and continues in effect through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of eleven million eight hundred eighty thousand dollars (\$11,880,000.00) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the calendar year (January through January) immediately preceding the adjustment, and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the remit address of the COUNTY department that is requesting the services or products noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PSA #00000000000000000000000616); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties

that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
3450 14th Street, Suite 420
Riverside, CA 92501
Attn: PCS/Buyer

CONTRACTOR

Quinn Company
800 E La Cadena Dr.
Riverside, CA 92507
Attn: Michelle Locke

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special

Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of

a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

QUINN COMPANY, a California corporation

By: *Chuck Washington*

By: *Brian McDaniel*

Chuck Washington, Chair
Board of Supervisors

Brian McDaniel
Vice President

Dated: 5/07/2024

Dated: 3.22.2024

ATTEST:

By: *Michelle Locke*

Kimberly Rector
Clerk of the Board

Michelle Locke
Chief Financial Officer

By: *Thao My Li*
Deputy

Dated: March 22, 2024

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: *Danielle Maland*

Danielle Maland
Deputy County Counsel

MAY 07 2024

3.15

EXHIBIT A SCOPE OF SERVICES

BACKGROUND: The COUNTY owns heavy equipment to support projects and daily operations. All equipment is operated by COUNTY employees and not affixed to COUNTY structures. The specifications set forth are the minimum requirements for the reconditioning and repair of various components of heavy equipment used by the COUNTY's Department of Waste Resources, Transportation and Land Management Agency, and Fire Department.

1.0 DESCRIPTION OF SERVICES:

- 1.1 Brand names and specifications: CONTRACTOR shall adhere to the detailed equipment specifications and adhere to the brand name parts references, descriptive and indicate quality, design, and construction items required (i.e.: Caterpillar, John Deer, etc.). All parts shall be of Original Equipment Manufacturer (OEM).
- 1.2 Reconditioning Program: The reconditioning of engines, electronic governor and fuel systems, transmissions, hydrostatic drives, pump drives, transfer cases, differentials, torque convertors and final drives shall be limited to CONTRACTOR's owned and operated rebuild facilities that have been furnishing rebuild components for the types of equipment listed. CONTRACTOR shall have all the necessary tools, equipment, and testing apparatus to properly rebuild and test components prior to turning them back over to COUNTY.
- 1.3 CONTRACTOR shall recondition/repair major components in accordance with the manufacturer's disassembly / assembly instructions found in the applicable manufacturer's equipment services manuals, including the latest updates. Caterpillar parts shall be used exclusively when reconditioning engines, electronic governor and fuel systems, transmissions, hydraulic drives, pump drives, transfer cases, differentials, and hitches on Caterpillar equipment. This could include a combination of new or remanufactured parts. Parts for reconditioning hydraulic system components shall be as manufactured by manufacturer or COUNTY approved equal. Certain parts shall always be replaced as specified in the applicable manufacturer's assembly / disassembly instructions. Where applicable, Caterpillar or Manufacturer Reusable Guidelines shall be followed. CONTRACTOR shall not deviate below minimum standards, but are free to go beyond these standards in the reconditioning of major components if they consider this advisable and it conforms to the desires of COUNTY objectives
- 1.4 Remanufactured Product: The CONTRACTOR shall always compare the cost for reconditioning to furnishing "Remanufactured Product", for both the complete major component and certain component parts such as hydraulic pumps, brake shoes, starters, etc. and provide COUNTY with notice of the lowest cost item(s). If economically justifiable, a complete manufacturer's "Remanufactured Product" replacement unit should be offered in lieu of reconditioning an existing COUNTY core. COUNTY will make its best effort to respond to the CONTRACTOR within three (3) working days after receiving the evaluation and estimate.

- 1.5 Catastrophic failure: Usual practice for fleet mechanics of various departments is to assess the component repair needs on site and transport that component to the CONTRACTOR's location. However, in the event of catastrophic failure of a piece of equipment, the COUNTY may require the CONTRACTOR to come on-site and diagnose and / or repair the machine if possible, at the location. This would apply when the catastrophic failure of a component(s) will not allow for the equipment to be transported in whole or part to the CONTRACTOR's location.
- 1.6 Turnaround Time:
- a) Within five (5) working days after receipt of an Engine (Group 1) and/or Transmission (Group 3), CONTRACTOR shall have the project torn down and evaluated; develop a written estimate of cost and notify the applicable COUNTY departmental contact. All other major components within Groups 1, 2, 3, 4, 5 and 6 will have a turnaround time of two (2) working days. Additional work must be communicated along with the evaluation for departmental approval.
 - b) Normally, major components delivered to the CONTRACTOR shall be reconditioned and ready for COUNTY to pick up within sixteen (16) working days. Occasionally, however, in the event of a critical need COUNTY may require that a component be ready to pick up within seven (7) calendar days. The CONTRACTOR will not be held liable for failure or delay in a fulfillment if caused, directly or indirectly, by fire, strike, act of God, or act of Government. COUNTY departmental representative will communicate if the component need is "critical" at the time-of-service scheduling.
 - c) With regard to field reconditioning work (i.e. Engine mid-life bearing roll-in), the CONTRACTOR shall begin an on-site job within three (3) working days of being notified by COUNTY to perform said work.
 - d) Any exceptions to the above turnaround times MUST be clearly communicated at the time-of-service request. COUNTY will determine at that time to accept the delay based on the requirement parameters at that time. Critical needs will be determined and clearly communicated at the time-of-service scheduling.
- 1.7 COUNTY's No Guarantee of Quantity of Major Components to be reconditioned: COUNTY shall not make any guarantee to the number of major components that will be reconditioned over the period of performance of this Agreement.
- 1.8 Removal, Installation and Start Up: Except for reconditioning field work and where noted in these specifications, COUNTY's forces will remove, deliver, pick up, and reinstall each major component reconditioned by the CONTRACTOR. COUNTY will notify the CONTRACTOR before a reconditioned component is installed in a machine. At its option, the CONTRACTOR may inspect each component installation and supervise the startup of equipment with the reconditioned component(s).
- 1.9 Nameplates: Except for engine mid-life bearing roll-ins, and brake and undercarriage repairs or rebuilds, each major component reconditioned shall have a metal tag affixed to it showing the following:
- a. Date reconditioned

- b. Original part number
- c. A rebuild serial number
- d. A blank space to inscribe or stamp the date of installation

1.10 Electronic Control Modules (ECM)

- a) Waste Resources is currently the only COUNTY participating department requiring outsourcing of service for diagnosis and replacement of ECM's. ECM's will be replaced and serviced to the applicable manufacturing specifications based on make and model of equipment. Repair service will take place at the equipment's location.
- b) Warranty on all parts and labor to diagnose, disassemble, and repair the electronics control units will be required and must be clearly communicated at time of service.

1.11 Factory Warranty Time

Labor Time will be calculated according to factory warranty time. The factory warranty time is the amount of time that the factory authorizes for performing the job under warranty. All warranty claims will be handled by CONTRACTOR.

1.12 Combination Time: Combination time refers to the time possibly required for jobs performed with other operations. One example might be that while performing brake shoe replacement, you need to replace a leaking wheel cylinder as well. The Combination Time gives you the time required to replace the wheel cylinder with the shoes already removed. CONTRACTOR shall take into consideration the combination items when creating an estimate for COUNTY.

2.0 EQUIPMENT LIST

2.1 The following equipment shall be serviced under this Agreement:

WASTE RESOURCES EQUIPMENT LIST

<u>Equipment Number #</u>	<u>Model Year</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>	<u>Notes</u>
9948	2009	CATERPILLAR	836H	COMPACTOR - CAT - 836H	BXD00759	
14958	2014	CATERPILLAR	D8T	DOZER - CAT - D8T	MLN01932	
14959	2014	CATERPILLAR	D8T	DOZER - CAT - D8T	MLN01936	
15942	2015	CATERPILLAR	836K	COMPACTOR - CAT - 836K	TWZ00534	
15943	2015	CATERPILLAR	299D2 XHP	LOADER - CAT - 299D2	DX200254	
15945	2015	CATERPILLAR	D6T	DOZER - CAT - D6T	TMY00332	

16940	2016	CATERPILLAR	30800	EXCAVATOR - CAT - 308E2 - HYDRAULI	FJX05772	
16941	2016	CATERPILLAR	140M3 AWD	MOTOR GRADER - CAT - 140M3 AWD	N9J00440	
16942	2016	CATERPILLAR	140M3 AWD	MOTOR GRADER - CAT - 140M3 AWD	N9J00439	
17944	2017	CATERPILLAR	D9T	DOZER-CAT- D9T	REX00500	
17945	2017	CATERPILLAR	D9T	DOZER-CAT- D9T	REX00506	
17946	2017	CATERPILLAR	272D2	LOADER - CAT - 272D2	BL200769	
17947	2017	CATERPILLAR	272D2	LOADER - CAT - 272D2	BL200770	
17948	2017	VOLVO	L120H	LOADER- VOLVO-L120H	632273	No warranty repairs
18949	2018	VOLVO	L120H	LOADER- VOLVO-L120H	632351	No warranty repairs
18950	2018	CATERPILLAR	299D2 XHP	LOADER - CAT - 299D2	DX202726	
18951	2018	CATERPILLAR	299D2 XHP	LOADER - CAT - 299D2	DX202916	
18952	2018	CATERPILLAR	836K	COMPACTOR - CAT - 836K	TWZ00666	
18953	2018	CATERPILLAR	627K	SCRAPER - CAT - 627K	WTC00306	
18954	2018	CATERPILLAR	D4K2	DOZER - CAT - D4K2	KM202519	
19940	2019	VOLVO	L70H	LOADER- VOLVO-L70H	623597	
19941	2019	VOLVO	L70H	LOADER- VOLVO-L70H	623598	
19942	2019	CATERPILLAR	836K	COMPACTOR - CAT - 836K	T6X00135	
19943	2019	CATERPILLAR	D9T	DOZER-CAT- D9T	REX00655	
19945	2019	CATERPILLAR	336	EXCAVATOR - CATERPILLAR - 336	DKS01875	

19946	2019	CATERPILLAR	D6LGP	DOZER - CAT - D6LGP	KTW00319	
20948	2020	CATERPILLAR	272D3	LOADER - CAT - 272D3	HX200746	
20949	2020	CATERPILLAR	D9T	DOZER-CAT-D9T	REX00722	
20950	2020	CATERPILLAR	930M	LOADER - CAT - 930M	F5K00839	
20951	2020	CATERPILLAR	D6LGP	DOZER - CAT - D6LGP	KTW00375	
20952	2020	CATERPILLAR	637K	SCRAPER - CAT - 637K	WTS00165	
20955	2020	CATERPILLAR	299D3 XE	LOADER - CAT - 299D3 XE	BX901535	
20956	2020	CATERPILLAR	420ST HRC	LOADER - CAT - 420ST - BACKHOE - WHEEL	H8T00168	
21940	2021	CATERPILLAR	637K	SCRAPER - CAT - 637K	WTS00180	
21941	2021	CATERPILLAR	637K	SCRAPER - CAT - 637K	WTS00181	
21942	2021	CATERPILLAR	730 WATER PULL	WATER PULL - CAT - 730	3T301607	
21944	2021	CATERPILLAR	D7T	DOZER - CAT - D7	CM900155	
21945	2021	CATERPILLAR	950M	LOADER - CAT - 950M - WHEEL	J1S03808	
21946	2021	CATERPILLAR	D9	DOZER-CAT-D9	JC200189	
21959	2021	CATERPILLAR	D2	DOZER - CAT - D2	XKM00226	
22948	2022	CATERPILLAR	330	EXCAVATOR - CATERPILLAR - 330	WCH30257	
22949	2022	CATERPILLAR	930M	LOADER - CAT - 930M	F5K02500	
22950	2022	CATERPILLAR	930M	LOADER - CAT - 930M	F5K02499	
22951	2022	CATERPILLAR	299D3 XE	LOADER - CAT - 299D3 XE	BX904890	

22952	2022	CATERPILLAR	299D3 XE	LOADER - CAT - 299D3 XE	BX905378	
23942	2023	CATERPILLAR	637K	SCRAPER - CAT - 637K	WTS00210	
23943	2023	CATERPILLAR	150M AWD	MOTOR GRADER - CAT - 150M AWD	EB500917	

TRANSPORATION AND LAND MANAGEMENT AGENCY EQUIPMENT LIST

Unit	Year	Manufacturer	Model	Description	Serial/Vin	Notes
002M	2023	Caterpillar	D8	Track Dozer	D8LAW800318	
008AR	2023	Caterpillar	RM00B	Reclaimer	S3A00117	
009X	2009	Komatsu	WA470	Wheel Loader	KMTWA098C01090108	No warranty repairs
010W	2010	Caterpillar	613G	Self Loading Scraper	ESB00135	
010X	2015	HYUNDAI	HL970	Wheel Loader	HW700AF0000004	No warranty repairs
011X	2019	Caterpillar	950GC	Wheel Loader	M5T03562	
012X	2022	Caterpillar	950GC	Wheel Loader	M5T05339	
016AE	2019	Caterpillar	CS44B	Roller	4G300359	
017AE	2019	Caterpillar	CB8	Roller	JL400139	
018AE	2019	Caterpillar	CB1301A	Roller	PWP00472	
019AE	2019	Caterpillar	CW16	Roller	PTL500528	
020AE	2021	Caterpillar	CB1.8	Roller	K64400312	
023K	2012	Caterpillar	D7E	Track Dozer	TAN00465	
024K	2022	Caterpillar	D7	Track Dozer	KCM900322	
069J	2011	Caterpillar	D6N	Track Dozer	MLW00255	

070P	2011	Caterpillar	928HZ	Wheel Loader	CXK01432	
071P	2011	Caterpillar	928HZ	Wheel Loader	CXK01377	
072P	2011	Caterpillar	928HZ	Wheel Loader	CXK01387	
073P	2011	Caterpillar	928HZ	Wheel Loader	CXK01698	
074P	2011	Caterpillar	928HZ	Wheel Loader	CXK01713	
075P	2011	Caterpillar	928HZ	Wheel Loader	CXK01714	
076P	2012	Case	621F	Wheel Loader	NCF219063	No warranty repairs
077P	2012	Case	621F	Wheel Loader	NCF219067	No warranty repairs
078O	2022	Caterpillar	415IL	Landscape Loader	EH6L00495	
078P	2017	Case	621G	Wheel Loader	NHF243430	No warranty repairs
079O	2022	Caterpillar	415IL	Landscape Loader	CH6L00490	
079P	2017	Case	621G	Wheel Loader	NHF243432	No warranty repairs
079Q	2014	Kubota	M8560HDC 1	Tractor Mower	53577	No warranty repairs
080P	2018	Caterpillar	420F2	Backhoe/Skip Loader	HWC03261	
080Q	2023	Massey Feruson	5710	Tractor Mower	KPB068018	
081Q	2023	Massey Feruson	5710	Tractor Mower	APB068025	
082P	2019	Case	580SN	Backhoe/Skip Loader	NKC764000	No warranty repairs
082Q	2023	Massey Feruson	5710	Tractor Mower	CPB068029	
083P	2019	Caterpillar	938M	Wheel Loader	MTJ3R08378	
083Q	2023	Massey Feruson	5710	Tractor Mower	CTPB068033	
084P	2019	Caterpillar	938M	Wheel Loader	MTJ3R08379	

084Q	2023	Massey Feruson	5710	Tractor Mower	CPB068037	
085P	2019	Caterpillar	938M	Wheel Loader	MTJ3R08380	
086P	2019	Caterpillar	926M	Wheel Loader	LTE07678	
087P	2019	Caterpillar	926M	Wheel Loader	LTE07679	
088P	2019	Caterpillar	926M	Wheel Loader	LTE07681	
089P	2019	Caterpillar	926M	Wheel Loader	LTE07682	
090P	2019	Caterpillar	926M	Wheel Loader	LTE07683	
091P	2019	Caterpillar	926M	Wheel Loader	LTE07684	
092P	2019	Caterpillar	926M	Wheel Loader	LTE07644	
093P	2019	Caterpillar	926M	Wheel Loader	LTE07674	
094P	2019	Caterpillar	420F2	Backhoe/Skip Loader	HWC05774	
095P	2022	Caterpillar	305CR	Excavator	J4N01653	
096P	2023	Caterpillar	TL642	Telehandler	T6900780	
097G	2008	Caterpillar	120M	Motor Grader	B9N00232	
098G	2009	Caterpillar	120M	Motor Grader	B9N00256	
099G	2009	Caterpillar	120M	Motor Grader	B9N00258	
100G	2009	Caterpillar	120M	Motor Grader	9N00259	
101G	2009	Caterpillar	120M	Motor Grader	B9N00257	
102G	2010	Caterpillar	140M	Motor Grader	B9D02867	
103G	2010	Caterpillar	120M	Motor Grader	B9C00678	
104G	2010	Caterpillar	120M	Motor Grader	B9C00679	

105G	2011	Caterpillar	120M	Motor Grader	B9N00349	
106G	2011	Caterpillar	120M	Motor Grader	B9N00350	
107G	2011	Caterpillar	120M	Motor Grader	M9C00213	
108G	2011	Caterpillar	120M	Motor Grader	M9C00214	
109G	2011	Caterpillar	120M	Motor Grader	M9C00215	
110G	2016	Caterpillar	120M	Motor Grader	M9C00593	
111G	2016	Caterpillar	120M	Motor Grader	M9C00594	
112G	2016	Caterpillar	120M	Motor Grader	M9C00595	
113G	2019	Caterpillar	12M3	Motor Grader	ENF00101	
114G	2019	Caterpillar	12M3	Motor Grader	ENF00102	
115G	2019	Caterpillar	12M3	Motor Grader	ENF00103	
116G	2019	Caterpillar	12M3	Motor Grader	ENF00104	
117G	2019	Caterpillar	12M3	Motor Grader	ENF00109	
651P M	2019	Caterpillar	AP1000F	Asphalt Paving Machine	0AC400428	
967A B	2014	McCloskey	123-MBL	Portable Screening Plant	71847	No warranty repairs
970A C	2023	Caterpillar	315	Excavator	AWKX22339	
22- 883	2022	Massey Ferguson	6713NC4	Tractor Mower	ANC000822	
22- 884	2022	Massey Ferguson	6713NC4	Tractor Mower	CNC000910	
22- 885	2022	Massey Ferguson	6713NC4	Tractor Mower	TNC000973	

FIRE DEPARTMENT EQUIPMENT LIST

EQ #	Model Year	Manufacturer	Model	Description	Notes
23-8300	2023	CASE	580SN	Backhoe Loader	no warranty repairs
08-8860	2006	CAT	D6-N	Crawler Dozer	
09-8050	2009	CAT		Skid Steer Loader	

3.0 SERVICE AREAS AND LOCATIONS

CONTRACTOR may be required to travel to the following locations for service:

Waste Resources Landfill and Fleet Maintenance Locations:

Location	Address	City	Zip	Hours of Operation
RCDWR Fleet HQ (Moreno Valley)	14290 Fredrick St	Moreno Valley	92553	Monday through Friday 7:00am – 5:pm
Blythe Landfill	1000 Midland Rd.	Blythe	92225	Monday through Saturday 8:00am – 4:30pm 1 st Saturday of the month 10:00am – 2:00pm
Oasis Landfill	84-505 84 th Ave.	Oasis	92274	Saturday and Wednesday “only” 8:00am – 4:30pm
Badlands Landfill	31125 Ironwood Ave.	Moreno Valley	92555	Monday through Saturday 6:00am - 4:30pm
Lamb Canyon Landfill	16411 Lamb Canyon Rd.	Beaumont	92223	Monday through Saturday 6:00am – 4:30pm

Zone Locations for Waste Resources, Transportation and Land Management Agency, and Fire

Zone 1: Western County		Zone 2: Mid & Southwest County		Zone 3: Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536	Blythe	92225
Corona	92879	Anza	92539	Cathedral City	92234
Corona	92880	Banning	92220	Cathedral City	92335
Corona	92881	Beaumont/ Cherry Valley	92223	Coachella	92236
Corona	92882	Cabazon	92230	Desert Center/ Eagle Mountain	92239

Zone 1: Western County			Zone 2: Mid & Southwest County			Zone 3: Desert & Eastern County		
	City	Zip Code		City	Zip Code		City	Zip Code
	Elsinore	92530		Calimesa	92320		Desert Hot Springs	92240
	Elsinore	92531		Hemet	92543		Indian Wells	92210
	Elsinore	92532		Hemet	92545		Indio	92201
	Homeland	92548		Hemet/ Valle Vista	92544		Indio	92202
	March AFB	92518		Idyllwild	92549		Indio	92203
	Mira Loma	91752		Menifee/ Sun City	92584		Indio Hills/ DHS/ Sky Valley	92241
	Moreno Valley	92551		Mountain Center	92561		La Quinta	92253
	Moreno Valley	92552		Murrieta	92562		Mecca/ North Shore	92254
	Moreno Valley	92553		Murrieta	92563		Midland	92255
	Moreno Valley	92554		San Jacinto	92581		Palm Desert	92211
	Moreno Valley	92555		San Jacinto	92582		Palm Desert	92260
	Moreno Valley	92556		San Jacinto/ Gilman Springs	92583		Palm Desert	92261
	Moreno Valley	92557		Temecula	92590		Palm Springs	92258
	Norco	92860		Temecula	92591		Palm Springs	92262
	Perris	92570		Temecula	92592		Palm Springs	92263
	Perris	92571		Temecula	92593		Palm Springs	92264
	Perris	92572		Winchester	92596		Rancho Mirage	92270
	Riverside	92501					Ripley	92272
	Riverside	92502					Thermal/ Oasis/ Salton Sea	92274
	Riverside	92503					Thousand Palms	92276
	Riverside	92504					White Water	92282
	Riverside	92505						
	Riverside	92506						
	Riverside	92507						
	Riverside	92508						
	Riverside	92509						
	Romoland	92585						
	Sun City	92586						
	Sun City/Canyon Lake/Quail Valley	92587						
	Wildomar	92595						

**EXHIBIT B
PAYMENT PROVISIONS**

CONTRACTOR shall be paid the following hourly rates for heavy equipment component reconditioning and repair service. Parts shall be charged to the COUNTY at the manufacturer's suggested retail price (MSRP) and shall be indicated on all invoices to ensure accuracy.

1.0 Repair Service Labor Rates

Name	Description	Unit Cost
LABOR - GROUP 1	REPAIR GROUP 1: Engine Reconditioning or Replace with Remanufactured unit, Electronic Engine Governor and Fuel System, Field Reconditioning - Engine Mid-Life Bearing Roll in	\$ 189.00 per hour
LABOR - GROUP 2	REPAIR GROUP 2: Motor Scraper Cushion Hitch	\$ 189.00 per hour
LABOR - GROUP 3	REPAIR GROUP 3: Transmissions, Transfer Cases or Drop Box, Final Drives, Torque Converters, Differential Third Member, Removable Type and Modular Type, Brake Groups, Axles	\$ 162.00 per hour
LABOR - GROUP 4	REPAIR GROUP 4: Main Hydraulic Pump, Auxiliary or Steering Pump, Hydraulic Components, Hydrostatic Drives, Hydrostatic Pump, Hydrostatic Drive Motor	\$ 139.50 per hour
LABOR - GROUP 5	REPAIR GROUP 5: Undercarriage Track Frames, Undercarriage Track Groups, Equalizer Bar, Remove and Install Tracks, Pivot Shaft and Re-Coil Housing	\$ 189.00 per hour
LABOR - GROUP 6	LABOR GROUP 6: Electronic Control Module and Associated Sensor Repair	\$ 162.00 per hour
TRAVEL CHARGES	TRAVEL CHARGES: Charged from CONTRACTOR's facility in Riverside, CA to the applicable Department's facility and back	\$ 189.00 per hour
PARTS	REPAIR PARTS	MSRP

2.0 Reconditioning Service Labor Rates

Name	Description	Unit Cost
GROUP 1 - (A) ENGINE RECONDITIONING	Engine Reconditioning	\$ 162.00 per hour
GROUP 1 - (B) ELECTRONIC GOVERNOR AND FUEL SYSTEM	Electronic Governor and Fuel System reconditioning	N/A
GROUP 1 - (C) FIELD RECONDITIONING, ENGINE MID-LIFE BEARING ROLL IN	Engine Mid-Life Bearing Roll In reconditioning	\$ 189.00 per hour
GROUP 2 - (A) MOTOR SCRAPER CUSHION HITCH	Motor Scraper Cushion Hitch reconditioning	\$ 162.00 per hour
GROUP 3 - (A) TRANSMISSIONS	Transmissions reconditioning	\$ 162.00 per hour
GROUP 3 - (B) PUMP DRIVES	Pump Drives reconditioning	\$ 162.00 per hour
GROUP 3 - (C) TRANSFER CASES OR DROP BOX	Transfer Case or Drop Box reconditioning	\$ 162.00 per hour
GROUP 3 - (D) FINAL DRIVES	Final Drives reconditioning	\$ 162.00 per hour
GROUP 3 - (E) TORQUE CONVERTERS	Torque Converters reconditioning	\$ 162.00 per hour
GROUP 3 - (F) DIFFERENTIAL THIRD MEMBER, REMOVABLE TYPE	Differential Third Member, removable type, reconditioning	\$ 162.00 per hour
GROUP 3 - (G) DIFFERENTIAL THIRD MEMBER, MODULAR TYPE	Differential Third Member, modular type, reconditioning	\$ 162.00 per hour

GROUP 3 - (H) BRAKE GROUPS	Brake Groups reconditioning	\$ 162.00 per hour
GROUP 3 - (I) AXLES	Axles reconditioning	\$ 162.00 per hour
GROUP 4 - (A) MAIN HYDRAULIC PUMP	Main Hydraulic Pump reconditioning	\$ 139.50 per hour
GROUP 4- (B) AUXILIARY OR STEERING PUMP	Auxiliary or Steering Pump reconditioning	\$ 139.50 per hour
GROUP 4 - (C) HYDRAULIC COMPONENTS	Hydraulic Components reconditioning	\$ 139.50 per hour
GROUP 4 -(D) HYDROSTATIC DRIVES	Hydrostatic Drives reconditioning	\$ 139.50 per hour
GROUP 4 -(E) HYDROSTATIC PUMP	Hydrostatic Pump reconditioning	\$ 139.50 per hour
GROUP 4- (F) HYDROSTATIC DRIVE MOTOR	Hydrostatic Drive Motor reconditioning inclusive cost	\$ 139.50 per hour
GROUP 5 - (A) UNDERCARRIAGE TRACK FRAMES	Undercarriage Track Frames reconditioning	\$ 162.00 per hour
GROUP 5 - (B) UNDERCARRIAGE TRACK GROUPS	Undercarriage Track Groups reconditioning	\$ 162.00 per hour
GROUP 5 - (C) EQUALIZER BAR	Equalizer Bar reconditioning	\$ 162.00 per hour
GROUP 5 - (D) REMOVE AND INSTALL TRACKS	Remove and Install Tracks	\$ 162.00 per hour
GROUP 5 - (E) PIVOT SHAFT AND RE-COIL HOUSINGS	Pivot Shaft and Re-Coil Housing reconditioning	\$ 162.00 per hour
GROUP 6 - ELECTRONIC CONTROL MODULE AND ASSOCIATED SENSORS	ECM'S reconditioning	\$ 162.00 per hour

PARTS	RECONDITIONED PARTS	MSRP
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3.0 Discounts and Miscellaneous Pricing

All applicable discounts shall be indicated on all invoices to ensure accuracy.

Commodity Description	% Discount	Program ID #	Notes
Hardware	15.00	FOC-NEC-3387	
Batteries	15.00	NAT-ELE-3030	
GET	35.00	NAT-GET-2	
MG/WTS Cutting Edges	50.00	NAT-GET-3184	
Hydraulic Hoses and Couplings	15.00	NAT-HYD-3045	
* Filters	Up To 50%	NAT-PR-3119	
	Discount Thresholds: 15K Annually 40% 30K Annually 45% 60K Annually 50%	-	Discounts are based on volume purchased from the CONTRACTOR.
Oil Samples	19.64	QLAB01	
Oil Samples	22.62	QLAB17	

* Upon the Effective Date of this Agreement, the COUNTY shall begin with the 50% discount threshold for filters due to the COUNTY's 2023 filter purchase volume being over 60k. COUNTY and CONTRACTOR shall reevaluate the volume of filters purchased at the end of each calendar year to designate the next year's discounted rate.










PSA 616 Heavy Equipment Component Reconditioning and Repair Services - Revision 3 Finalized

Final Audit Report

2024-03-26

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