

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



**ITEM: 3.26
(ID # 29449)**

MEETING DATE:
Tuesday, December 16, 2025

FROM : FIRE DEPARTMENT

SUBJECT: WASTE RESOURCES MANAGEMENT DISTRICT, TRANSPORTATION AND LAND MANAGEMENT AGENCY, FIRE DEPARTMENT: Ratify and Approve the Professional Service Agreements with Quinn Company for Caterpillar OEM Parts and Minor Repair Services Without Seeking Competitive Bids for a Period of Five (5) Years from July 1, 2025 to June 30, 2030, All Districts; [Total Annual Aggregate Cost: \$3,000,000; up to 10% in additional compensation annually]; 100% Department Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreements with Quinn Company for Caterpillar OEM Parts and Minor Repair Services (Agreements) without seeking competitive bids for a period of five (5) years from July 1, 2025, to June 30, 2030, for an annual aggregate amount up to \$3,000,000; and authorize the Chair of the Board to execute the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to: (a) issue Purchase Orders to Quinn Company that do not exceed the total compensation approved by the Board; and (b) based on the availability of fiscal funding and as approved as to form by County Counsel, sign amendments, including modifications of the scope of service, that stay within the intent of the Agreements, and modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual aggregate cost of the Agreements for Waste Resources Management District, Transportation and Land Management Agency, and Fire Department.

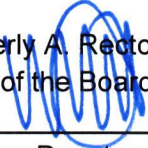
ACTION:


Robert Fish, Battalion Chief 12/1/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: Medina
Date: December 16, 2025
xc: Fire, Waste, Transp.

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	\$ 3,000,000	\$ 3,000,000	\$ 15,000,000	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment:	No
			For Fiscal Year:	25/26-30/31

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In June 2020, the Board approved a five (5) year, \$8.5 million agreement with Quinn Company for Caterpillar OEM parts and minor repair services for the Waste Resources Management District, Transportation and Land Management Agency, and Fire Department. That contract expired on June 30, 2025. Flood Control and Water Conservation District also utilizes this supplier for Caterpillar parts and will seek approval with their respective Board.

Quinn Company is the sole authorized Caterpillar dealer serving Riverside County's service region. While other dealers are authorized to sell Caterpillar parts, Quinn Company is the only dealer offering OEM parts and services at no markup, providing the most cost-effective solution.

Staff recommend approval of the attached Agreements. County Counsel has reviewed the Agreements and has approved as to form.

Impact on Residents and Businesses

Heavy equipment is essential to provide the County with the ability to maintain roads, support emergency and maintenance operations across the County. Ensuring that we have access to OEM Caterpillar parts and services upholds the service reliability and public safety.

Additional Fiscal Information

The following is the estimated cost per department based on prior year expenditures for Caterpillar parts and services:

Fiscal Year	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Department Total
TLMA	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,000,000
WASTE	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$11,000,000
FIRE	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Annual Total	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000

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

Contract History and Price Reasonableness

Quinn offers County, State, and local government discounts. Quinn Company's pricing includes the following:

1. An online ordering system that allows departments to set up controls for ordering.
2. Same-day delivery with no freight charge for in-stock parts. A flat fuel surcharge is based on the current cost of fuel and is revised monthly.
3. A 15% to 50% discount on tools and supplies.

ATTACHMENT:

Professional Service Agreements:

Waste Resources PSA WMARC-92950-001-06/30

Fire Department PSA FPARC-92950-001-06/30

TLMA PSA TLARC-PSA-92950-001-06/30

SSJ Approvals 26-089, 26-090, 26-091


Geoff Pemberton, Chief Deputy County Fire

12/11/2025


Melissa Curtis, Deputy Director of Purchasing and Fleet

12/10/2025


Rebecca S Cortez, Principal Management Analyst

12/11/2025


Aaron Gettis, Chief of Deputy County Counsel

12/9/2025

PROFESSIONAL SERVICE AGREEMENT

for

CATERPILLAR OEM PARTS AND MINOR REPAIR SERVICES

between

COUNTY OF RIVERSIDE DEPARTMENT OF WASTE RESOURCES

and

QUINN COMPANY



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This Agreement made and entered into 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, and Attachment I to the Agreement.

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 this 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 July 1, 2025 upon signature of this Agreement by both parties and continues in effect through June 30, 2030, unless terminated earlier by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter with a completion date of June 30, 2030. The Riverside County Board of Supervisors is the only authority that may obligate the County for a 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 \$2,200,000 annually as defined in the period of performance, 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 request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. 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 Consumer Price Index- All Items - Riverside-San Bernardino-

Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 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:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS PAYABLE
14310 FREDERICK ST.
MORENO VALLEY, CA. 92553

- 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 WMARC-92950-001-06/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in arrears.

3.5 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, and invoices shall be rendered in arrears. 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/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. 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 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, 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 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. CONTRACTOR to 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 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 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 reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. 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 in California. 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. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
RIVERSIDE COUNTY PURCHASING
14310 FREDERICK ST.
MORENO VALLEY, CA. 92553

CONTRACTOR
QUINN COMPANY
800 E. LA CADENA
RIVERSIDE, CA 92507

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 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 whatsoever, based or asserted upon any negligent actions 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such negligent acts or willful misconduct.

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.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 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. With respect 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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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.

C. Vehicle Liability:

If vehicles or mobile equipment are 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.

E. 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).

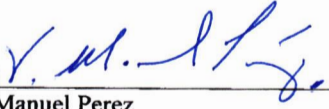
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of 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, and/or any subsequent amendment(s), 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 of this Amendment 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 Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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 Section 1633.2 of the Civil Code.

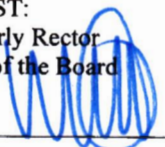
23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

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

QUINN COMPANY a corporation
registered to do business in the State of California

By: 
V. Manuel Perez
Chair, Board of Supervisors
Dated: DEC 16 2025

By: Michelle Locke
Name: Michelle Locke
Title: Chief Financial Officer
Dated: 11/18/2025

ATTEST:
Kimberly Rector
Clerk of the Board
By: 
Deputy

By: William R Buchanan
Name: William R. Buchanan
Title: President
Dated: 11/18/2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

SCOPE OF WORK

1. Overview

The Riverside County Department of Waste Resources operates Caterpillar equipment to support the efficient management of the County's solid waste system, including landfill operations, material recovery activities, and site maintenance.

The scope includes the provision of OEM parts, inventory support, and minor repair services exceeding \$400, such as (but not limited to):

- Diesel Particulate Filter (DPF) replacements
- Slopeboard installation or removal
- Hydraulic cylinder repairs

All work must be pre-authorized and coordinated with designated project managers from the Waste Resources Department.

2. Contractor Responsibilities (Quinn Company)

- Provide OEM Caterpillar replacement parts and related equipment as requested.
- Deliver minor repair and reconditioning services as outlined in Section 6.
- Work collaboratively with the County to assess annual parts consumption needs based on the existing equipment population.
- Provide same-day delivery of in stock items with no freight charge.
- Apply discounts as outlined in Exhibit B.
- Coordinate travel and onsite repairs with designated County personnel.
- Provide online access to an ordering platform with administrative control features.

3. County Responsibilities

- Designate a project manager to oversee service requests and authorize work.
- Assist Quinn Company in tracking equipment's population and usage trends.
- Provide notice of changes to equipment inventory or expected part demand.

4. Terms and Conditions

- This Agreement applies only to County departments operating within Quinn Company's designated dealer territory.
- Either party may request inventory adjustments through a written mutual agreement.
- **There is no guaranteed minimum or maximum spend under this Agreement;** expenditures may vary annually depending on operational need.

5. Discounts on Commodities (See also Exhibit B)

Commodity Description	Discount %	Program ID #
Hardware: Includes general fasteners, clamps, brackets, bolts, nuts, pins, and small mechanical components required for equipment assembly, adjustment, and basic repairs. Often used during hydraulic, structural, or undercarriage component installations.	15%	FOCE-NEC-3346*
Batteries: Heavy-duty batteries specifically designed for Caterpillar equipment, including deep-cycle and starting batteries for dozers, graders, loaders, and other fire prevention support vehicles.	15%	NAT-ELE-3030*
Ground Engaging Tools (GET): Wear parts that come into direct contact with soil, rock, or debris, including cutting edges, end bits, adapters, shanks, teeth, and segments for blades, buckets, and rippers. Essential for earth-moving tasks like fire line construction and land clearing.	35%	NAT-GET-2*
MG/WTS Cutting Edges: Machine Grade (MG) and Wear-Tek System (WTS) cutting edges used for dozers, motor graders, and loaders. These reinforced edges enhance durability and performance when grading or scraping, especially in fire roads or brush clearance areas.	50%	NAT-GET-3184*
Hydraulic Hoses and Couplings: Flexible hoses and connector assemblies for high-pressure hydraulic systems that power arms, cylinders, rakes, buckets, and blades. Includes quick-connect couplings, O-rings, fittings, and hose clamps.	15%	NAT-GET-3045*
Filters: OEM engine and equipment filters including air filters, oil filters, hydraulic filters, fuel filters, and coolant filters. These are critical for protecting engines and hydraulic systems from premature wear and contamination.	50%	NAT-PR-3119*
Oil Samples: Laboratory-grade fluid sampling services used to monitor the condition of engine oil, hydraulic fluids, and coolant. Help identify early signs of wear, contamination, or potential failure. Part of the predictive maintenance strategy.	19.64%	QLAB01*
Oil Samples:	22.62%	QLAB17*

**The Program ID # listed for each commodity category is an internal reference code used by Quinn Company to identify specific product groupings within their inventory and pricing system. These codes ensure that the applicable discount is automatically applied to all qualifying parts and services within each category. Program ID numbers do not correspond to individual manufacturing part numbers.*

Labor Rates for Repair and Reconditioning

6.1 Repair Service Labor Rates

Labor Group	Description	Rate (per hour)
Group 1	Engine reconditioning, fuel system, mid-life service	\$189.00
Group 2	Motor Scraper Cushion Hitch	\$189.00
Group 3	Transmissions, torque converters, axles, etc.	\$162.00
Group 4	Hydraulic pumps, components, and hydrostatic drives	\$139.50
Group 5	Undercarriage components	\$189.00
Group 6	ECM and sensor repair	\$162.00
Travel Charges	Travel time (Riverside facility to County site and return)	\$189.00

7. Work Authorization and Invoicing

- All services exceeding \$400 must be **pre-approved** by the designated project manager.
- Quinn Company shall submit detailed invoices itemizing labor hours, parts, and services rendered.
- County reserves the right to audit service records and request clarification before payment.

8. No Guarantee of Volume

- This Agreement does not constitute a commitment to purchase any specific quantity of services or parts. Expenditures will depend on operational demand and available budget and may vary from fiscal year to fiscal year.

EXHIBIT B
PAYMENT PROVISIONS

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 the CONTRACTOR's facility in Riverside, CA to the applicable Department's facility and back	\$ 189.00 per hour

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

Signature: *Mick*

Email: michelle.locke@quinngroup.net

Signature: *William Buchanan*

William Buchanan (Nov 18, 2025 17:03:07 PST)

Email: william.buchanan@quinncompany.com

Signature: *Ad Hillon*

Email: adhillon@rivco.org

PROFESSIONAL SERVICE AGREEMENT

for

CATERPILLAR OEM PARTS AND MINOR REPAIR SERVICES

between

COUNTY OF RIVERSIDE FIRE DEPARTMENT

and

QUINN COMPANY



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This Agreement made and entered into 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, and Payment Provisions to the Agreement.

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 this 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 July 1, 2025 upon signature of this Agreement by both parties and continues in effect through June 30, 2030, unless terminated earlier by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter with a completion date of June 30, 2030. The Riverside County Board of Supervisors is the only authority that may obligate the County for a 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 \$200,000 annually as defined in the period of performance, 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 request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. 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 Consumer Price Index- All Items - Riverside-San Bernardino-

Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 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:

RIVERSIDE COUNTY DEPARTMENT OF FIRE
ATTN: ACCOUNTS PAYABLE
210 W. SAN JACINTO AVE.
PERRIS, CA. 92570
or email: APInvoices@fire.ca.gov

- 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 FPARC-92950-001-06/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in arrears.

3.5 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, and invoices shall be rendered in arrears. 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/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. 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 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, 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 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. CONTRACTOR to 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

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 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 reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. 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 in California. 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. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
RIVERSIDE COUNTY FIRE DEPARTMENT
210 WEST SAN JACINTO AVE
PERRIS, CA 92570

CONTRACTOR
QUINN COMPANY
800 E. LA CADENA
RIVERSIDE, CA 92507

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 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 whatsoever, based or asserted upon any negligent actions 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such negligent acts or willful misconduct.

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.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 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. With respect 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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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.

-C. Vehicle Liability:

If vehicles or mobile equipment are 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.

E. 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.

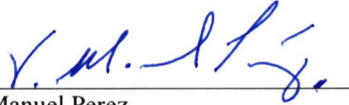
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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.

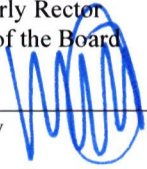
23.12 This Agreement, and/or any subsequent amendment(s), may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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 Section 1633.2 of the Civil Code.

23.13 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.

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

By: 
V. Manuel Perez
Chair, Board of Supervisors
Dated: DEC 16 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

QUINN COMPANY a corporation
registered to do business in the State of California

By: Michelle Locke
Name: Michelle Locke
Title: Chief Financial Officer
Dated: 11/18/2025

By: William R Buchanan
Name: William R. Buchanan
Title: President
Dated: 11/18/2025

EXHIBIT A
SCOPE OF WORK

1. Overview

The Riverside County Fire Department operates Caterpillar equipment in support of its fire prevention, land clearing, and emergency response operations. As this fleet expands and older equipment remains in service, reliable access to OEM parts and minor repair services is essential to maintain operational readiness.

The scope includes the provision of OEM parts, inventory support, and minor repair services exceeding \$400, such as (but not limited to):

- Diesel Particulate Filter (DPF) replacements
- Slopeboard installation or removal
- Hydraulic cylinder repairs

All work must be pre-authorized and coordinated with designated project managers from the Fire Department.

2. Contractor Responsibilities (Quinn Company)

- Provide OEM Caterpillar replacement parts and related equipment as requested.
- Deliver minor repair and reconditioning services as outlined in Section 6.
- Work collaboratively with the County to assess annual parts consumption needs based on existing equipment population.
- Provide same-day delivery for in-stock items with no freight charge.
- Apply discounts as outlined in Exhibit B.
- Coordinate travel and onsite repairs with designated County personnel.
- Provide online access to an ordering platform with administrative control features.

3. County Responsibilities

- Designate a project manager to oversee service requests and authorize work.
- Assist Quinn Company in tracking equipment population and usage trends.
- Provide notice of changes to equipment inventory or expected part demand.

4. Terms and Conditions

- This Agreement applies only to County departments operating within Quinn Company's designated dealer territory.
- Either party may request inventory adjustments through a written mutual agreement.

- **There is no guaranteed minimum or maximum spend under this Agreement;** expenditures may vary annually depending on operational need.

5. Discounts on Commodities (See also Exhibit B)

Commodity Description	Discount %	Program ID #
Hardware: Includes general fasteners, clamps, brackets, bolts, nuts, pins, and small mechanical components required for equipment assembly, adjustment, and basic repairs. Often used during hydraulic, structural, or undercarriage component installations.	15%	FOCE-NEC-3346*
Batteries: Heavy-duty batteries specifically designed for Caterpillar equipment, including deep-cycle and starting batteries for dozers, graders, loaders, and other fire prevention support vehicles.	15%	NAT-ELE-3030*
Ground Engaging Tools (GET): Wear parts that come into direct contact with soil, rock, or debris, including cutting edges, end bits, adapters, shanks, teeth, and segments for blades, buckets, and rippers. Essential for earth-moving tasks like fire line construction and land clearing.	35%	NAT-GET-2*
MG/WTS Cutting Edges: Machine Grade (MG) and Wear-Tek System (WTS) cutting edges used for dozers, motor graders, and loaders. These reinforced edges enhance durability and performance when grading or scraping, especially in fire roads or brush clearance areas.	50%	NAT-GET-3184*
Hydraulic Hoses and Couplings: Flexible hoses and connector assemblies for high-pressure hydraulic systems that power arms, cylinders, rakes, buckets, and blades. Includes quick-connect couplings, O-rings, fittings, and hose clamps.	15%	NAT-GET-3045*
Filters: OEM engine and equipment filters including air filters, oil filters, hydraulic filters, fuel filters, and coolant filters. These are critical for protecting engine and hydraulic systems from premature wear and contamination.	50%	NAT-PR-3119*
Oil Samples: Laboratory-grade fluid sampling services used to monitor the condition of engine oil, hydraulic fluids, and coolant. Helps identify early signs of wear, contamination, or potential failure. Part of the predictive maintenance strategy.	19.64%	QLAB01*
Oil Samples:	22.62%	QLAB17*

**The Program ID # listed for each commodity category is an internal reference code used by Quinn Company to identify specific product groupings within their inventory and pricing system. These codes ensure that the applicable discount is automatically applied to all qualifying parts and services within each category. Program ID numbers do not correspond to individual manufacturing part numbers.*

Labor Rates for Repair and Reconditioning

6.1 Repair Service Labor Rates

Labor Group	Description	Rate (per hour)
Group 1	Engine reconditioning, fuel system, mid-life service	\$189.00
Group 2	Motor Scraper Cushion Hitch	\$189.00
Group 3	Transmissions, torque converters, axles, etc.	\$162.00
Group 4	Hydraulic pumps, components, hydrostatic drives	\$139.50
Group 5	Undercarriage components	\$189.00
Group 6	ECM and sensor repair	\$162.00
Travel Charges	Travel time (Riverside facility to County site and return)	\$189.00

7. Work Authorization and Invoicing

- All services exceeding \$400 must be **pre-approved** by the designated project manager.
- Quinn Company shall submit detailed invoices itemizing labor hours, parts, and services rendered.
- County reserves the right to audit service records and request clarification prior to payment.

8. No Guarantee of Volume

- This Agreement does not constitute a commitment to purchase any specific quantity of services or parts. Expenditures will depend on operational demand and available budget and may vary from fiscal year to fiscal year.

EXHIBIT B
PAYMENT PROVISIONS

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 the CONTRACTOR's facility in Riverside, CA to the applicable Department's facility and back	\$ 189.00 per hour

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

Signature: *Michelle*

Email: michelle.locke@quinngroup.net

Signature: *William Buchanan*

William Buchanan (Nov 18, 2025 17:01:52 PST)

Email: william.buchanan@quinncompany.com

Signature: *Ad Hillon*

Email: adhillon@rivco.org

PROFESSIONAL SERVICE AGREEMENT

for

CATERPILLAR OEM PARTS AND MINOR REPAIR SERVICES

between

COUNTY OF RIVERSIDE TRANSPORTATION and LAND MANAGEMENT AGENCY

and

QUINN COMPANY



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This Agreement made and entered into 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, to the Agreement.

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 this 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 July 1, 2025 upon signature of this Agreement by both parties and continues in effect through June 30, 2030, unless terminated earlier by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter with a completion date of June 30, 2030. The Riverside County Board of Supervisors is the only authority that may obligate the County for a 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 \$600,000 annually as defined in the period of performance, 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 request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. 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 Consumer Price Index- All Items - Riverside-San Bernardino-

Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 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:

RIVERSIDE COUNTY DEPARTMENT OF TRANSPORTATION AND LAND MANAGEMENT
ATTN: ACCOUNTS PAYABLE
4080 LEMON STREET, 14TH FLOOR
RIVERSIDE, CA. 92501

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 TLARC-PSA-92950-001-06/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered in arrears.

3.5 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, and invoices shall be rendered in arrears. 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/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. 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 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, 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 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. CONTRACTOR to 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 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 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 reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. 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 in California. 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. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

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. 1210 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
RIVERSIDE COUNTY TLMA
34080 LEMON ST.
RIVERSIDE, CA 92501

CONTRACTOR
QUINN COMPANY
800 E. LA CADENA
RIVERSIDE, CA 92507

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 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 whatsoever, based or asserted upon any negligent actions 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such negligent acts or willful misconduct.

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.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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.

C. Vehicle Liability:

If vehicles or mobile equipment are 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.

E. 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).

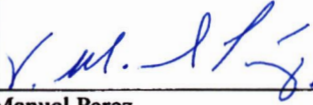
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of 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, and/or any subsequent amendment(s), 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 of this Amendment 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 Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment 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 Section 1633.2 of the Civil Code.

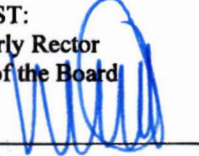
23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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


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

QUINN COMPANY a corporation
registered to do business in the State of California

By: 
V. Manuel Perez
Chair, Board of Supervisors
Dated: DEC 16 2025

By: Michelle Locke
Name: Michelle Locke
Title: Chief Financial Officer
Dated: 11/18/2025

ATTEST:
Kimberly Rector
Clerk of the Board
By: 
Deputy

By: 
Name: William R. Buchanan
Title: President
Dated: 11/20/2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

SCOPE OF WORK

1. Overview

The County of Riverside Transportation and Land Management Agency operate Caterpillar equipment to maintain, improve, and preserve the County's infrastructure. As this fleet expands and older equipment remains in service, reliable access to OEM parts and minor repair services is essential to maintain operational readiness.

The scope includes the provision of OEM parts, inventory support, and minor repair services exceeding \$400, such as (but not limited to):

- Diesel Particulate Filter (DPF) replacements
- Slopeboard installation or removal
- Hydraulic cylinder repairs

All work must be pre-authorized and coordinated with designated project managers from the Transportation and Land Management Agency.

2. Contractor Responsibilities (Quinn Company)

- Provide OEM Caterpillar replacement parts and related equipment as requested.
- Deliver minor repair and reconditioning services as outlined in Section 6.
- Work collaboratively with the County to assess annual parts consumption needs based on existing equipment population.
- Provide same-day delivery of in-stock items with no freight charge.
- Apply discounts as outlined in Exhibit B.
- Coordinate travel and onsite repairs with designated County personnel.
- Provide online access to an ordering platform with administrative control features.

3. County Responsibilities

- Designate a project manager to oversee service requests and authorize work.
- Assist Quinn Company in tracking equipment's population and usage trends.
- Provide notice of changes to equipment inventory or expected part demand.

4. Terms and Conditions

- This Agreement applies only to County departments operating within Quinn Company's designated dealer territory.
- Either party may request inventory adjustments through a written mutual agreement.
- **There is no guaranteed minimum or maximum spend under this Agreement;** expenditures may vary annually depending on operational need.

5. Discounts on Commodities (See also Exhibit B)

Commodity Description	Discount %	Program ID #
Hardware: Includes general fasteners, clamps, brackets, bolts, nuts, pins, and small mechanical components required for equipment assembly, adjustment, and basic repairs. Often used during hydraulic, structural, or undercarriage component installations.	15%	FOCE-NEC-3346*
Batteries: Heavy-duty batteries specifically designed for Caterpillar equipment, including deep-cycle and starting batteries for dozers, graders, loaders, and other fire prevention support vehicles.	15%	NAT-ELE-3030*
Ground Engaging Tools (GET): Wear parts that come into direct contact with soil, rock, or debris, including cutting edges, end bits, adapters, shanks, teeth, and segments for blades, buckets, and rippers. Essential for earth-moving tasks like fire line construction and land clearing.	35%	NAT-GET-2*
MG/WTS Cutting Edges: Machine Grade (MG) and Wear-Tek System (WTS) cutting edges used for dozers, motor graders, and loaders. These reinforced edges enhance durability and performance when grading or scraping, especially in fire roads or brush clearance areas.	50%	NAT-GET-3184*
Hydraulic Hoses and Couplings: Flexible hoses and connector assemblies for high-pressure hydraulic systems that power arms, cylinders, rakes, buckets, and blades. Includes quick-connect couplings, O-rings, fittings, and hose clamps.	15%	NAT-GET-3045*
Filters: OEM engine and equipment filters including air filters, oil filters, hydraulic filters, fuel filters, and coolant filters. These are critical for protecting engine and hydraulic systems from premature wear and contamination.	50%	NAT-PR-3119*
Oil Samples: Laboratory-grade fluid sampling services used to monitor the condition of engine oil, hydraulic fluids, and coolant. Helps identify early signs of wear, contamination, or potential failure. Part of the predictive maintenance strategy.	19.64%	QLAB01*
	22.62%	QLAB17*

**The Program ID # listed for each commodity category is an internal reference code used by Quinn Company to identify specific product groupings within their inventory and pricing system. These codes ensure that the applicable discount is automatically applied to all qualifying parts and services within each category. Program ID numbers do not correspond to individual manufacturing part numbers.*

Labor Rates for Repair and Reconditioning

6.1 Repair Service Labor Rates

Labor Group	Description	Rate (per hour)
Group 1	Engine reconditioning, fuel system, mid-life service	\$189.00
Group 2	Motor Scraper Cushion Hitch	\$189.00
Group 3	Transmissions, torque converters, axles, etc.	\$162.00
Group 4	Hydraulic pumps, components, hydrostatic drives	\$139.50
Group 5	Undercarriage components	\$189.00
Group 6	ECM and sensor repair	\$162.00
Travel Charges	Travel time (Riverside facility to County site and return)	\$189.00

7. Work Authorization and Invoicing

- All services exceeding \$400 must be **pre-approved** by the designated project manager.
- Quinn Company shall submit detailed invoices itemizing labor hours, parts, and services rendered.
- County reserves the right to audit service records and request clarification before payment.

8. No Guarantee of Volume

- This Agreement does not constitute a commitment to purchase any specific quantity of services or parts. Expenditures will depend on operational demand and available budget and may vary from fiscal year to fiscal year.

EXHIBIT B
PAYMENT PROVISIONS

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 the CONTRACTOR's facility in Riverside, CA to the applicable Department's facility and back	\$ 189.00 per hour

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

Signature: *Mnk*

Email: michelle.locke@quinngroup.net

Signature: *ADH*

Email: adhillon@rivco.org



COUNTY OF RIVERSIDE
Transportation and Land Management Agency
Rania Odenbaugh
TLMA Director

Transportation Planning Building & Safety Code Enforcement Aviation

Date: Thursday, August 28, 2025

From: Transportation and Land Management Agency

To: Purchasing Agent

Via: Monica Rossow

Subject: Request for Caterpillar OEM Parts, and Minor Repair Services

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Secretary of State Business Entity Information

1. Requested Supplier Name: Quinn Company Supplier ID: 0000213216
 - a. Describe the goods/service being requested: Original Equipment Manufacturer (OEM) replacement parts and minor repair services for Caterpillar Equipment.
 - b. Explain the unique features of the goods/services being requested from this supplier: Quinn Company provides online ordering, tracking, and availability status. Local warehouse provides faster product delivery. The next day, delivery for in-stock products can be placed.
 - c. What are the operational benefits to your department? Department mechanics request OEM parts for repair to existing equipment when it is deemed to be the best option to repair heavy equipment internally rather than have an outside vendor perform the repair. The quick availability and fast turnaround time means that equipment is repaired in a short amount of time and can be returned to the field for operations faster. Quinn Company located in Riverside is the nearest "authorized" caterpillar dealer and OEM heavy equipment provider. Other local heavy equipment parts dealers were contacted and after thorough research was conducted, it was found that these companies were actually construction companies that dismantle CAT equipment, clean up parts, resale them without a warranty, and do not offer repair services of Heavy Equipment. Examples:

PCS contacted a company, they stated that they sale "New after Market Parts that are reconditioned" and that they were the only authorized dealer for CAT parts and all of their orders come from Buffalo, NY. They charge high mark-up fees and extensive shipping for their services. Other Quinn dealerships such as the one in The City of Industry, are CAT equipment rental dealerships and do not offer repair services. The Quinn office located in Ontario, CA. offers logistics services, they do not offer parts and repair services and is even shown as "undefined" when conducting Online market research.

d. Provide details on any cost benefits/discounts. Quinn has provided discounts for parts ranging from 15% to 35%

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

3. If yes, please explain why you are requesting to utilize an SSJ process. Quinn Company is the only authorized Caterpillar dealer for the Riverside County service region.

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 20-127 No

a. What was the total annual and aggregate amount? \$1,900,000 annually and \$9,500,000 aggregate

5. Identify all costs for this requested in the table below:

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
TMLA	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,000,000
Total Costs	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,000,000

6. Period of Performance: 5 years
 Ratify Start Date (if applicable):
 Initial Term Start Date: 7/1/2025 End Date: 6/30/2030
 Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): _____
 Aggregate Term/End Date: 6/30/2030

7. Projected Board of Supervisor Date (if applicable): August 26, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Rania Odenbaugh [Signature] 8/28/25
Print Name Department Head Signature Date
(Executive Level Designee)

.....
PCS Reviewed:

Maya Carpenter Maya Carpenter _____
Print Name Signature Date
Digitally signed by Maya Carpenter
Date: 2025.09.02 15:30:31 -07'00'

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.
.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 3,000,000

Aggregate Amount \$ _____

Stacy Orton 12/10/2025 26-089
Purchasing Agent Signature Date Tracking Number



Andy Cortez, General Manager-Chief Engineer

Date: Tuesday, August 26, 2025
From: Andy Cortez, General Manager-Chief Engineer, Department of Waste Resources
To: Purchasing Agent
Via: Derek Price-Nolen, Procurement Contract Specialist
Subject: Request for OEM Parts for Caterpillar Equipment

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Secretary of State Business Entity Information

1. Requested Supplier Name: Quinn Company Supplier ID: 0000213216
 - a. Describe the goods/service being requested: Original Equipment Manufacturer (OEM) replacement parts for Caterpillar (CAT) brand equipment.
 - b. Explain the unique features of the goods/services being requested from this supplier: Quinn Company has an online parts store to make ordering and tracking more efficient. Quinn's warehouse is local with parts in stock, making the availability of their product delivery faster. They offer next day delivery for their in-stock items can be arranged and usually received prior to 6:00pm. Quinn is also the authorized CAT dealer that services nearly all of Riverside County with Blythe being an exception (Empire CAT is the CAT authorized dealer for the Blythe area and the department has a separate agreement with them).
 - c. What are the operational benefits to your department? Department mechanics request OEM parts for repair to existing equipment when it is deemed to be the best option to repair heavy equipment internally rather than have an outside vendor perform the repair. The quick availability and fast turnaround time means that equipment is repaired in a short amount of time and can be returned to the field for operations faster. Quinn Company located in Riverside is the nearest "authorized"

caterpillar dealer and OEM heavy equipment provider. Other local heavy equipment parts dealers were contacted and after thorough research was conducted, it was found that these companies were actually construction companies that dismantle CAT equipment, clean up parts, resale them without a warranty, and do not offer repair services of Heavy Equipment.

d. Provide details on any cost benefits/discounts. Quinn has historically offered discounts off list price ranging from 15% to 50%.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

3. If yes, please explain why you are requesting to utilize an SSJ process? . Quinn Company is the only authorized Caterpillar dealer for the Riverside County service region

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 20-127 No

5. What was the total annual and aggregate amount? \$1,700,000 annually and \$8,500,000 aggregate

6. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	FY <u>28/29</u>	FY <u>29/30</u>	Total
One-time Costs:	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$11,000,000
Total Costs	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$11,000,000

Note: Insert additional rows as needed

7. Period of Performance: 5 Years

Ratify Start Date (if applicable): _____

Initial Term Start Date: 7/1/2025 End Date: 6/30/2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): _____

Aggregate Term/End Date: 6/30/2030



Andy Cortez, General Manager-Chief Engineer

8. Projected Board of Supervisor Date (if applicable): September 9, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Andy Cortez	<i>Andy Cortez</i>	8/26/2025
Print Name	Department Head Signature (Executive Level Designee)	Date



PCS Reviewed:

Derek Price-Nolen	<i>Derek Price-Nolen</i>	8/26/2025
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 11,000,000

Aggregate Amount \$ _____

<i>Stacy Orton</i>	12/10/2025	26-091
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)

CAL FIRE RIVERSIDE COUNTY FIRE

BILL WEISER, FIRE CHIEF

210 WEST SAN JACINTO AVENUE

PERRIS, CA 92570-1915

BUS: (951) 940-6900

Date: Friday, August 29, 2025

From: Fire

To: Purchasing Agent

Via: Catalina Baker, Derek Price-Nolan, Monica Rossow

Subject: Request for Caterpillar OEM Parts and Minor Repair Services

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Secretary of State Business Entity Information

1. Requested Supplier Name: Quinn Company Supplier ID: 0000213216
 - a. Describe the goods/service being requested: Original Equipment Manufacturer (OEM) replacement parts and minor repair services for Caterpillar Equipment
 - b. Explain the unique features of the goods/services being requested from this supplier: Quinn Company provides online ordering, tracking, and availability status. Local warehouse provides faster product delivery. The next day, delivery for in-stock products can be placed.
 - c. What are the operational benefits to your department? Department mechanics request OEM parts for repair to existing equipment when it is deemed to be the best option to repair heavy equipment internally rather than have an outside vendor perform the repair. The quick availability and fast turnaround time means that equipment is repaired in a short amount of time and can be returned to the field for operations faster. Quinn Company located in Riverside is the nearest "authorized" caterpillar dealer and OEM heavy equipment provider. Other local heavy

BOARD OF SUPERVISORS • JOSE MEDINA • KAREN SPIEGEL • CHUCK WASHINGTON • V. MANUEL PEREZ • YXSTIAN GUTIERREZ •

PROUDLY SERVING THE UNINCORPORATED AREAS OF RIVERSIDE COUNTY AND THE CITIES OF:

• BANNING • BEAUMONT • COACHELLA • DESERT HOT SPRINGS • EASTVALE • INDIAN WELLS • INDIO • JURUPA VALLEY • LAKE ELSINORE • LA QUINTA • MENIFEE • MORENO VALLEY • NORCO • PALM DESERT • PERRIS • RANCHO MIRAGE • RUBIDOUX COMMUNITY SERVICE DISTRICT • SAN JACINTO • TEMECULA • WILDOMAR •

equipment parts dealers were contacted and after thorough research was conducted, it was found that these companies were actually construction companies that dismantle CAT equipment, clean up parts, resale them without a warranty, and do not offer repair services of Heavy Equipment. Examples: PCS contacted a company, they stated that they sale "New after Market Parts that are reconditioned" and that they were the only authorized dealer for CAT parts and all of their orders come from Buffalo, NY. They charge high mark-up fees and extensive shipping for their services. Other Quinn dealerships such as the one in The City of Industry, are CAT equipment rental dealerships and do not offer repair services. The Quinn office located in Ontario, CA. offers logistics services, they do not offer parts and repair services and is even shown as "undefined" when conducting Online market research.

d. Provide details on any cost benefits/discounts. Quinn has provided discounts for parts ranging from 15% to 35%

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

3. If yes, please explain why you are requesting to utilize an SSJ process. Quinn Company is the only authorized Caterpillar dealer for the Riverside County service region.

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# 20-127 No

a. What was the total annual and aggregate amount? \$1,700,000 annually and \$8,500,000 aggregate

5. Identify all costs for this requested in the table below:

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
FIRE	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Total Costs	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000

6. Period of Performance: 5 years

Ratify Start Date (if applicable):

Initial Term Start Date: 7/1/2025 End Date: 6/30/2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods):

Aggregate Term/End Date: 6/30/2030

7. Projected Board of Supervisor Date (if applicable): August 26, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Diane Sinclair</u>	 <small>2B21EF60B9F54A7...</small>	<u>8/29/2025</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

.....
PCS Reviewed:

<u>Catalina Baker</u>		<u>8/29/25</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.
.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 1,000.000

Aggregate Amount \$ _____

<u>Stacy Orton</u>	<u>12/10/2025</u>	<u>26-090</u>
Purchasing Agent Signature	Date	Tracking Number