

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 14.1  
(ID # 29768)

**MEETING DATE:**  
Tuesday, February 03, 2026

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Ratify and Approve the Professional Services Agreement Between the Riverside County Flood Control and Water Conservation District and Quinn Company for Caterpillar OEM Parts and Minor Service Repair Services Without Seeking Competitive Bids for a Period of Five (5) Years from July 1, 2025 to June 30, 2030, All Districts. [\$5,000,000 Total Cost; up to 5% in Additional Compensation Annually – District Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and 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 for an aggregate amount up to \$5,000,000;
2. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement on behalf of the District;

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

1/22/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: February 3, 2026  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Purchasing Agent in accordance with Ordinance No. 459 to issue Purchase Orders to Quinn Company that do not exceed the total compensation approved by the Board and based on the availability of fiscal funding as approved to form by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to approve and sign any necessary amendments to the Agreement that (a) increase the cost to allow for the Annual Consumer Price Index rates and (b) provide for changes to the scope of work at the request of the District, subject to approval as to form by County Counsel;
5. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions of the Agreement; and
6. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,000,000	\$1,000,000	\$5,000,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 48020-947260-521500; 48020-947260-521740 - Garage Fleet Operations, 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26-29/30	

**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, District and Fire Department. That contract expired June 30, 2025. On December 16, 2025, the Board approved a five (5) year Sole Source Justification and Professional Services Agreement for the Waste Resources Management District, Transportation and Land Management Agency, and Fire Department with an aggregate amount of \$15 million. The Board action states that the District 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 recommends approval of the attached Agreement. County Counsel has approved the Agreement as to legal form, and the contractor has executed the Agreement.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Impact on Residents and Businesses**

Heavy equipment is essential to provide the District with the ability to maintain flood control facilities and infrastructure and to support emergency and maintenance operations across Riverside County. It also ensures that the District has access to OEM Caterpillar parts and services to uphold service reliability and public safety.

**Additional Fiscal Information**

Sufficient funding will be available in the District's budget for Fiscal Year 2025/2026 and will be included in the recommended budget(s) for Fiscal Years 2026/2027 through 2029/2030 as appropriate and necessary.

**Funding Summary**

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

FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

**Contract History and Price Reasonableness**

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

1. An online ordering system that allows the District 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; and
3. A 15-50% discount on tools and supplies.

**ATTACHMENTS:**

1. Professional Services Agreement FCARC-92950-005-06/30
2. SSJ Approval No. 26-127

  
Stacy Orton, Assistant Director of Purchasing

1/26/2026

  
Douglas Ordóñez Jr.

1/28/2026

  
Aaron Gettis, Chief Deputy County Counsel

1/27/2026



**PROFESSIONAL SERVICES AGREEMENT**

**for**

**CATERPILLAR OEM PARTS AND MINOR REPAIR SERVICES**

**between**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**and**

**QUINN COMPANY**

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This Professional Services Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and Quinn Company, a California company ("CONTRACTOR"). DISTRICT and CONTRACTOR are sometimes individually referred to herein as a "Party" and collectively as the "Parties". 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 DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

**1.4** Acceptance by DISTRICT of 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 on July 1, 2025 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. The Riverside County Board of Supervisors is the only authority that may obligate DISTRICT for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** DISTRICT shall pay CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Total maximum payments by DISTRICT to CONTRACTOR shall not exceed One Million Dollars (\$1,000,000) annually as defined in the period of performance, including all expenses. DISTRICT 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, DISTRICT 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 DISTRICT. DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30 days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change for the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U); Riverside-San Bernardino-Ontario, CA; All Items, not seasonally adjusted, December 2017=100 reference base, and shall be subject to satisfactory performance review by DISTRICT 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 DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT 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 DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attn: Finance Division

- 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 FCARC-92950-005-06/30; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.5** DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made and invoices shall be rendered "monthly" 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 DISTRICT 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, DISTRICT shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and have no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and DISTRICT's General Manager-Chief Engineer and/or his designee are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule or both and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by CONTRACTOR for additional payment related to this Agreement shall be made in writing by CONTRACTOR within 30 days of when CONTRACTOR has or should have notice of any actual or claimed change in the work that results in additional and unanticipated cost to CONTRACTOR. If DISTRICT's General Manager-Chief Engineer decides that the facts provide sufficient justification, he may authorize additional payment to CONTRACTOR pursuant to the claim. Nothing in this section shall excuse CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination.

**5.2** DISTRICT 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, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**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 DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT 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 DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application and Excluded Parties List System (EPLS). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS.

**5.7** The rights and remedies of DISTRICT 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**

CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of DISTRICT. The material, reports or products may be used by DISTRICT for any purpose that DISTRICT deems to be appropriate, including, but not limited to, duplication and/or distribution within DISTRICT 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 DISTRICT.

**7. Conduct of Contractor**

**7.1** 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform DISTRICT of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with DISTRICT's interests.

**7.2** 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 CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors and entertainment, directly or indirectly, to DISTRICT 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 DISTRICT or other regulatory agencies at all times. CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine 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, DISTRICT shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, DISTRICT shall have the right to: (1)

require 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. DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by DISTRICT because of 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 DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of DISTRICT. It is expressly understood and agreed that CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which DISTRICT 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 DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT business operations related to this Agreement.

**9.6** CONTRACTOR shall notify DISTRICT 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 CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of DISTRICT; but this provision shall not require the approval of contracts of employment between 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 that is not resolved by the Parties shall be decided by DISTRICT's Compliance Contract Officer who shall furnish the decision in writing. The decision of DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous to imply bad faith. 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 DISTRICT. 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**

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. It is understood that other entities shall make purchases in their own name, make direct payment and be liable directly to CONTRACTOR and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be 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 DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of 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 DISTRICT. CONTRACTOR shall provide to DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** 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; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** 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. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall promptly transmit to DISTRICT all third-party requests for disclosure of such information. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DISTRICT, any such information to anyone other than DISTRICT. 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**

DISTRICT's General Manager-Chief Engineer or designee shall administer this Agreement on behalf of DISTRICT and 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:

**DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Finance Division

**CONTRACTOR**

QUINN COMPANY  
800 E. La Cadena  
Riverside, CA 92507  
Attn: Michelle Locke

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of 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 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](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless DISTRICT, 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 DISTRICT 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 DISTRICT the appropriate form of dismissal relieving DISTRICT 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 California Civil Code 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest

extent allowed by law. The obligations reflected in this section shall survive the discharge or other termination of this Agreement.

**22. Insurance**

**22.1** Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, DISTRICT 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 CONTRACTOR has employees as defined by the State of California, 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 DISTRICT.

**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 DISTRICT 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.

**c) Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in

an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insured.

**d) General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT'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) 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 DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONTRACTOR's carriers shall either a) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT or b) 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 DISTRICT with either a) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein and b) if requested to do so orally or in writing by DISTRICT's 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 CONTRACTOR's insurance shall be construed as primary insurance and DISTRICT's insurance and/or deductibles and/or self-insured retentions 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, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by 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 DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT 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 DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONTRACTOR shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to 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. CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

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

**23.7** DISTRICT agrees to cooperate with CONTRACTOR in CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing

CONTRACTOR with reasonable facilities and timely access to DISTRICT 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 DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic

record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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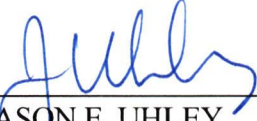
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

FEB 03 2026

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
JASON E. UHLEY  
General Manager-Chief Engineer


By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

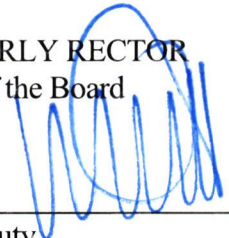
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
AARON GETTIS  
Chief Deputy County Counsel

By   
Deputy

Professional Services Agreement: Quinn Company  
Caterpillar OEM Parts and Minor Repair Services  
01/12/26  
AMR:rlp

**QUINN COMPANY**, a California corporation



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MICHELLE LOCKE  
Chief Financial Officer

Professional Services Agreement: Quinn Company  
Caterpillar OEM Parts and Minor Repair Services  
01/12/26  
AMR:rlp

# Professional Services Agreement\_Quinn Company FINAL 1.13.26 county of Riverside

Interim Agreement Report


2026-01-13

Created:	2026-01-13
By:	Michelle Locke (michelle.locke@quinngroup.net)
Status:	Archived
Transaction ID:	CBJCHBCAABAAQsl-mCxjKHM6suPeXrwijR4A_SJ9cUon

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "Professional Services Agreement\_Quinn Company FINAL 1.13.26 county of Riverside" History

 Document created by Michelle Locke (michelle.locke@quinngroup.net)  
2026-01-13 - 7:34:40 PM GMT

## Exhibit A

### SCOPE OF SERVICES

#### **1. Overview**

The Riverside County Flood Control and Water Conservation District ("District") operates Caterpillar equipment in support of its flood 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 District.

#### **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 District 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 District personnel.
- Provide online access to an ordering platform with administrative control features.

#### **3. District 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 District 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 #
<b>Hardware:</b> 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*
<b>Batteries:</b> 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*
<b>Ground Engaging Tools (GET):</b> 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*
<b>MG/WTS Cutting Edges:</b> 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*
<b>Hydraulic Hoses and Couplings:</b> 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*
<b>Filters:</b> 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*
<b>Oil Samples:</b> 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
<b>Travel Charges</b>	Travel time (Riverside facility to District 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.
- District 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:**

<b>Name</b>	<b>Description</b>	<b>Unit Cost</b>
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:**

<b>Name</b>	<b>Description</b>	<b>Unit Cost</b>
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



MEMORANDUM

266552

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DATE: December 29, 2025

FROM: Jason E. Uhley, General Manager-Chief Engineer [Signature]

TO: Purchasing Agent

VIA: Marilyn Weisenberg, Purchasing Supervisor, 951.955.4348

RE: 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 [X] Sole Source

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

- [X] Supplier Quote [X] Supplier Sole Source Letter [X] Final Draft Agreement
[X] Final Draft Form 11 [ ] H-11 Approved by RCIT/TSOC [ ] Grant Agreement
[ ] Other (i.e., CA 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 (CAT) equipment.
b. Explain the unique features of the goods/services being requested from this supplier: Quinn Company provides online ordering, tracking and availability status. The local warehouse provides faster product delivery. Next day delivery orders for in-stock products can be placed.
c. What are the operational benefits to your department? Department mechanics request OEM parts for repairs 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 contracted and after thorough

research was conducted, it was found that these companies were actually construction companies that dismantle CAT equipment, clean up parts, resell without a warranty and do not offer repair services of heavy equipment.

Quinn Company offers specialized in-shop machine maintenance as well as onsite preventative maintenance to equipment. Based on the size of the company, they can accommodate one machine or a dozen to meet District demand and project timelines.

Quinn Company has three locations within the County of Riverside:

- Indio, CA (Rentals and Parts)
- Murrieta, CA (Rentals and Parts)
- Riverside, CA (Power Systems, Lift, Machines, Rentals, Parts, On-Highway)

d. **Provide details on any cost benefits/discounts.** The Quinn Company provides government pricing and due to the volume of work with Riverside County, has provided 15-35% discounts from listed prices.

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

a. **If yes, please explain why you are requesting to utilize an SSJ process?** The Quinn Company is the only authorized Caterpillar dealer for equipment, parts and service repairs within Riverside County service region.

3. **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.

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

If review is for multiple years, all costs must be identified below:

<b>Description:</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29</b>	<b>FY 29/30</b>	<b>Total</b>
One-time Costs	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Total Costs	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

*Note: Insert additional rows as needed*

Period of Performance: 07/01/2025 to 06/30/2030; 5 Fiscal Years

Ratify Start Date (if applicable):

Initial Term Start Date: 07/01/2025 End Date: 06/30/2030

Number of renewal options (please provide those options):

Aggregate Term/End Date: 06/30/2030

**5. Projected Board of Supervisor Date (if applicable):** February 3, 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>Jason E. Uhley</u> <b>Print Name</b>	 <b>Department Head Signature</b> (General Manager-Chief Engineer)	<u>12/29/2025</u> <b>Date</b>
--	---	----------------------------------

**PCS Reviewed:**

<u>Yvette Barajas</u> <b>Print Name</b>	 <b>Signature</b>	<u>12/29/2025</u> <b>Date</b>
--	---	----------------------------------

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](mailto: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 \$ 5,000,000

Aggregate Amount \$ \_\_\_\_\_

<u>Stacy Orton</u> <b>Purchasing Agent Signature</b>	<u>12/31/2025</u> <b>Date</b>	<u>26-107</u> <b>Tracking Number</b> (Reference on Purchasing Documents)
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