

AMENDMENT II TO AGREEMENT NO. 14-323

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 7th day of May, 2019, by and between the County of Fresno, a political subdivision of the State of California (hereinafter called "COUNTY"), and QUINN COMPANY, a California corporation whose address is 10273 S. Golden State, Selma, California 93662 (hereinafter called "CONTRACTOR"), with reference to the following facts:

WHEREAS, the COUNTY and CONTRACTOR previously entered into an Agreement dated June 17, 2014 (Agreement No. A-14-323, hereinafter "the Agreement"), pursuant to which the CONTRACTOR agreed to provide specialized maintenance services for landfill equipment at the American Avenue Disposal Site located at 18950 W. American Avenue, Kerman, California 93630; and

WHEREAS, COUNTY and CONTRACTOR entered into the First Amendment to Agreement No. 14-323 (hereinafter "First Amendment"), on April 26, 2016, which increased the annual maximum for the second year of the Agreement only; and

WHEREAS, the term of the Agreement thereafter was renewed, as provided for in Section 4 of the Agreement, for two additional years, thereby extending the original term of three years to the maximum term of five years, through and including June 30, 2019; and

WHEREAS, the available funding allocated for maintenance services as identified in the Agreement for the current fifth and final contract year has been nearly expended; and

WHEREAS, costs for additional services by CONTRACTOR that are anticipated to be needed during the current contract year of the Agreement will exceed the available remaining funds; and

WHEREAS, COUNTY has available means to increase the funding available for the current contract year; and

WHEREAS, the modification of the Agreement to be effected by this Second Amendment is intended by the parties to make additional funding available under the Agreement for services by CONTRACTOR that will be needed prior to the end of the current contract year.

NOW, THEREFORE, based on the foregoing and in consideration of their mutual promises as set forth herein, the parties hereto agree to amend the above-referenced Agreement, as previously modified by the First Amendment, which Agreement shall be and is hereby further amended as follows:

1 1. Paragraph 6.B of the Agreement, as previously modified by the First Amendment, is
2 hereby further amended to state in its entirety as follows:

3 “B. Fees – Notwithstanding any other provision in this Agreement, the fees for the
4 services required under Article 2 shall be computed at the cost rates shown in Exhibit A, which is
5 incorporated herein, and shall remain in effect for the entire duration of this Agreement.

6 Notwithstanding the provisions of the immediately preceding sentence of this Paragraph 6.B,
7 the hourly rates under Exhibit A may be renegotiated annually at the CONTRACTOR’S request by
8 submitting the proposed changes to the COUNTY representative at least sixty (60) days prior to the
9 renewal date of this Agreement. Upon review and written approval of the COUNTY Representative, the
10 COUNTY may authorize the change in rates. However, the total amount of the Maximum Annual Fee
11 may not be increased except upon formal written Amendment to this Agreement, approved by
12 COUNTY’s Board of Supervisors in accordance with Article 10 below.

13 Notwithstanding any other provision in this Agreement, the Maximum Annual Fee for the
14 services required under this Agreement shall be limited to \$750,000 during the first year of this
15 Agreement. The Maximum Annual Fee for services required hereunder during the second year of this
16 Agreement shall be limited to \$1,050,000. The Maximum Annual Fee for services required hereunder
17 during the third year of this Agreement shall be limited to \$750,000. The Maximum Annual Fee for
18 services required hereunder during the fourth year of this Agreement shall be limited to \$750,000. By
19 approval of the terms of this Second Amendment, the Maximum Annual Fee for services required
20 during the fifth and final year of this Agreement is hereby increased by \$400,000, from \$750,000 to
21 \$1,150,000. Accordingly, upon approval of this Second Amendment, the maximum cumulative amount
22 of the Annual Fee hereunder would be a total of \$4,450,000 (i.e., \$750,000 for the first year,
23 \$1,050,000 for the second year, \$750,000 for the third year, \$750,000 for the fourth year and
24 \$1,150,000 for the fifth year) over the extended five-year term of the Agreement).”

25 2. Except as expressly modified by this Second Amendment, all other terms and conditions
26 contained in the Agreement, as previously modified by the First Amendment, are unaffected by this
27 Second Amendment and shall remain in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR
QUINN COMPANY
10273 S. GOLDEN STATE
SELMA, CA 93662

COUNTY OF FRESNO



(Authorized Signature)

Michelle Locke, CFO

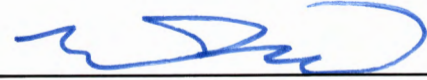
Print Name and Title

10006 Rose Hills Rd

Mailing Address

City of Industry, CA 90601

City, State, and Zip Code



Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California



(Authorized Signature)

HENRY QUAN, PRESIDENT

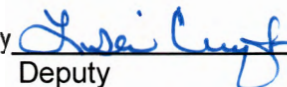
Print Name and Title

10006 Rose Hills Rd

Mailing Address

City of Industry, CA 90601

City, State, and Zip Code


By 
Deputy

FOR ACCOUNTING USE ONLY

ORG No.: 9026
Account No.: 7205
Fund No.: 0700
Subclass No.: 15000

EXHIBIT A



AMERICAN AVE WARRANTY TRAVEL FLAT RATE AS OF 4/23/2014		1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	OUTSIDE WARRANTY
MACHINE #	DELIVERY DATE	\$354.00 PER DAY	\$364.00 PER DAY	\$374.00 PER DAY	\$384.00 PER DAY	\$394.00 PER DAY	\$402.00
0018 D6K DHA01086	5/15/2009					\$394.00	
0107 836H BXD00808	2/24/2010					\$394.00	
0120 140M D9G01003	3/31/2010					\$394.00	
0108 836H BXD01003	5/28/2010				\$384.00		
0102 D9T RJS01697	7/29/2011			\$374.00			
0128 MT755C							
C0755LNBWC1063	6/27/2011			\$374.00			
NON WARRANTY EQUIP							

Transportation charges to our facility will vary depending on the size, weight and dimensions of the machine.

Parts are sold at Caterpillar suggested list price.

AMERICAN AVE LABOR RATE AS OF 4/23/14		
	AA FACILITY	QUINN FACILITY
HOOR (1-8hrs)	\$98.00	\$93.00
OVERTIME (AFTER 8 HRS)	\$147.00	\$139.50
DOUBLE TIME (AFTER 12 HRS)	\$196.00	\$186.00