



Agenda Report

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File #: 19-0461

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**AGENDA REPORT  
REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

DATE: 5/15/2019

TO: Honorable Mayor and City Council Members  
Honorable President and Board Members

FROM: Administrative Services Department  
Department of Water and Power  
Maintenance Services

**SUBJECT:**

City Council and Corona Utility Authority consideration of increase to the Total Compensation for Six Agreements and/or Purchase Orders for Cortech Engineering, Hardy and Harper, Regan Paving, Knudsen Grading Company, Inc., Quinn Company, and Vulcan Materials.

**RECOMMENDED ACTION:**

That the:

1. City Council approve an increase in the Blanket Purchase Order with Cortech Engineering, Inc. in the amount of \$117,500 for a total amount of \$300,000 for Fiscal Years 2018/19 and 2019/20 and 2020/21 pursuant to Corona Municipal Code 3.08.140(B) "No Competitive Market." Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders up to 25% of the original purchase order amount.
2. City Council approve a Second Amendment with Hardy and Harper of Santa Ana, CA in the amount of \$825,000 for Fiscal Years 2018/19 and 2019/20 and for additional fiscal year extensions ending June 30, 2023, pursuant to Corona Municipal Code 3.08.160(I) "Subsequent contract awards, amendments, extensions, or renewals." Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders or amendments up to 25% of the original contract amount.
3. City Council approve a Third Amendment with Regan Paving of Corona, CA in the amount of \$825,000 for Fiscal Years 2018/19 and 2019/20 and for additional fiscal year extensions ending June 30, 2023, pursuant to Corona Municipal Code 3.08.160(I) "Subsequent contract

awards, amendments, extensions, or renewals.” Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders or amendments up to 25% of the original contract amount.

4. City Council approve a Second Amendment with Knudsen Grading Company, Inc., dba Green Mountain Engineering of Temecula, CA in the amount of \$186,000 per fiscal year for the initial contract term ending June 30, 2020, and for additional fiscal year extensions ending June 30, 2024, pursuant to Corona Municipal Code 3.08.160(I) “Subsequent contract awards, amendments, extensions, or renewals.” Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders or amendments up to 25% of the original contract amount.
5. City Council approve a Second Amendment with Quinn Company dba Quinn Power Systems of Los Angeles, CA in the amount of \$325,000 for Fiscal Years 2018/19 and 2019/20 and 2020/21 pursuant to Corona Municipal Code 3.08.140(B) “No Competitive Market.” Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders or amendments up to 25% of the original contract amount.
6. City Council approve an increase in the Blanket Purchase Order with Vulcan Materials Co. of Corona, CA in the amount of \$150,000 for Fiscal Years 2018/19 and 2019/20 and 2020/21 pursuant to Corona Municipal Code 3.08.140(E) “Purpose of bidding is otherwise accomplished.” Allow the General Manager or City Manager, or their designee, to approve change orders to approve necessary change orders up to 25% of the original purchase order amount.
7. Corona Utility Authority (CUA) review, ratify, and to the extent necessary, direct that the City Council take the above actions.

#### **ANALYSIS:**

The Department of Water and Power (DWP) and Maintenance Services Department (MSD) utilize various vendors and suppliers to complete necessary work during the fiscal year. During the third quarter of Fiscal Year 2018/19 the Departments became aware of the need to increase several purchase orders to allow for additional work to occur this year. These purchase order increases are primarily due to increased rainfall this year which has led to increases in services city-wide. The City has also experienced some City-owned equipment failures requiring additional funding due to an increased need for rental equipment. In all cases, vendor rates have not changed but use of services and products have increased requiring an increase in total compensation. A summary for each vendor is provided below.

#### **Cortech Engineering**

The increase to the Cortech Engineering purchase order is a result of a lower than estimated blanket purchase order that was not inclusive of purchases of equipment made directly by the City's Warehouse. The Fiscal Year 2018/19 budget document for Water and Wastewater facility maintenance divisions included line items for equipment purchases from the Warehouse totaling \$387,640. This total budget included pumps, motors and other rebuilt equipment from Cortech Engineering. Cortech Engineering is the exclusive local distributor of Milton Roy products. Additionally, Cortech Engineering is a distributor of Goulds and Xylem products. All the products listed have been included in the Department of Water & Power ("DWP") Notice Designating PCC

3400 Exclusive Standard Equipment and Products List. DWP has established standard equipment and products for increased efficiencies and cost-effectiveness throughout the City. Each of the City's treatment plants and facilities utilize similar or identical products which allows maintenance and operations staff to transition seamlessly between sites. This standardization also allows the Warehouse to stock fewer products since most can be used across the various facilities. DWP requests an exception to bidding pursuant to Corona Municipal Code 3.08.140(B) "No Competitive Market" since a competitive market does not exist for these products since Cortech Engineering is the sole distributor of Milton Roy products for Corona. The current purchase order is \$182,500 and DWP requests an increase to \$300,000 through June 30, 2021.

### **Hardy and Harper/Regan Paving**

The increased blanket purchase order amounts will allow MSD and DWP to complete previously budgeted concrete and pavement maintenance activities for Fiscal Year 2018/19. Regan Paving and Hardy and Harper are used by multiple divisions in both DWP and Maintenance Services; the combined budgeted amounts for these divisions exceed the current blanket purchase order amounts for Regan Paving and Hardy and Harper. The City has had to increase pothole repairs and concrete spot repairs due to wear and tear from the season's rain events. The agreements and purchase orders were first awarded by City Council pursuant to bid effort, RFP 17-003SB on November 15, 2017, for \$525,000 to each vendor with change order authority up to 25%. On May 5, 2017, the Purchasing Division issued Request for Proposals (RFP) No. 17-003SB for Concrete and Asphalt Maintenance Repair Services. The RFP was advertised in the Sentinel Weekly News on May 10, 2017, and posted on the City's website. The City solicited nine concrete and asphalt paving contractors with five contractors submitting proposals by the submission date of May 31, 2017. On February 4, 2019, the Purchasing Division exercised the 25% change order authority pursuant to Ordinance 2790 and issued the First Amendment to the Maintenance/General Services Agreement between the City of Corona and Hardy and Harper to increase the purchase order and agreement to \$656,250. On March 8, 2018, the Purchasing Division issued the First Amendment to the Maintenance/General Services Agreement between the City of Corona and Regan Paving to modify Exhibit C related to rates and compensation but did not increase the total compensation. On February 4, 2019, the Purchasing Division exercised the 25% change order authority pursuant to Ordinance 2790 and issued the Second Amendment to the Maintenance/General Services Agreement between the City of Corona and Regan Paving to increase the purchase order and agreement to \$656,250. The current purchase orders and agreements are \$656,250 per vendor and DWP/MSD request an increase to \$825,000 per year per vendor through June 30, 2023.

### **Knudsen Grading Company**

The Increased blanket purchase order amount for Knudsen Grading Company is due to higher than average spoils removal due to sink holes and utility trench failures from the increased rainfall during the winter and spring months. The agreement and purchase order were first awarded by City Council pursuant to bid, RFP 18-051CA on September 5, 2018 for \$130,000. On June 20, 2018, the City of Corona issued Request for Proposals (RFP) No. 18-051CA for On-call Site Grading and Stockpiled Spoils Removal Services. The RFP was advertised in the Sentinel Weekly News on June 22, 2018, and posted on the City of Corona's bidding website. The City solicited eleven (11) contractors with two (2) contractors submitting proposals on July 12, 2018. On February 15, 2019, the Purchasing Division exercised the 10% change order authority pursuant to Ordinance 3280 and issued the First Amendment to the Maintenance/General Services Agreement between the City of Corona and Knudsen Grading Company increasing the total compensation to \$143,000. DWP/MSD request an increase to \$186,000 per year through June 30, 2024.

**Quinn Power Systems**

Quinn Power Systems requires additional funding due to increased need for rentals because of City-owned equipment failures. This fiscal year the City procured two new backhoes and one new skid loader that went into service in early 2019. Prior to these purchases the City had to rent more equipment as the existing equipment experienced significant failures that rendered the units out of service. Quinn Power Systems is used by multiple divisions in both DWP and Maintenance Services for rentals, equipment repair, and emergency generator preventive maintenance services. The City has selected Caterpillar equipment for heavy machinery and generators because Caterpillar is the world's leading manufacturer of construction equipment with a reputation of instilling high quality in all equipment it produces. Quinn Power Systems is the local Caterpillar representative for Riverside County. Caterpillar generators are included in the Department of Water & Power ("DWP") Notice Designating PCC 3400 Exclusive Standard Equipment and Products List. DWP/MSD request an exception to bid for \$325,000 per year through June 30, 2021, pursuant to Corona Municipal Code 3.08.140(B) "No Competitive Market" as Quinn Power Systems is the only local vendor designated for Corona.

**Vulcan Materials**

The Increased blanket purchase order amount for Vulcan Materials is to obtain paving, hot mix, emulsion and temporary asphalt. DWP and Maintenance Service have had to increase the purchase of materials due to excessive sink holes and utility trench failures because of the increased rain events during the winter and spring months. The City has selected to purchase materials and supplies from Vulcan Materials because this vendor has a local Corona site and is the nation's largest producer of construction aggregates. DWP/MSD request an exception to bidding for \$150,000 per year through June 30, 2021, pursuant to Corona Municipal Code 3.08.140(E) "Purpose of bidding is otherwise accomplished."

<b>Vendor Name</b>	<b>Current PO Amount</b>	<b>Increase Requested</b>	<b>New PO Amount</b>	<b>Funds</b>	<b>End Date</b>	<b>Agreement</b>
<b>Cortech Engineering</b>	\$182,500	\$117,500	\$300,000	572, 570	June 30, 2021	None
<b>Hardy &amp; Harper</b>	\$656,250	\$168,750	\$825,000	222, 227, 567, 570, 572	June 30, 2023	Second Amendment
<b>Regan Paving</b>	\$656,250	\$168,750	\$825,000	110, 227, 460, 570, 572	June 30, 2023	Third Amendment
<b>Knudsen Grading Company</b>	\$143,000	\$43,000	\$186,000	110, 570, 572	June 30, 2024	Second Amendment
<b>Quinn Power</b>	\$175,000	\$150,000	\$325,000	110, 227, 567, 570, 572, 682	June 30, 2021	Second Amendment
<b>Vulcan</b>	\$100,000	\$50,000	\$150,000	227, 567, 570, 572	June 30, 2021	None

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Funding for these materials and equipment purchases, and maintenance services are included in the Fiscal Year 2018-19 Operating and Capital budgets. Staff will recommend appropriate amounts in future budget years to provide for these purchases and services as needed.

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

**PREPARED BY:** SCOTT BRIGGS, PURCHASING SPECIALIST V

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** MITCHELL LANSDELL, ACTING CITY MANAGER & EXECUTIVE DIRECTOR

**Attachments:**

1. Hardy and Harper Agreement
2. Knudsen Grading Agreement
3. Regan Paving Agreement
4. Quinn Power Systems Agreement

**SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
HARDY AND HARPER**

**1. PARTIES AND DATE.**

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 15<sup>th</sup> day of May, 2019 by and between the City of Corona (“City”) and Hardy and Harper, Inc., a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated November 15, 2017 (“Agreement”), whereby Contractor agreed to provide Concrete and Asphalt Maintenance Repair services..

2.2 Prior Amendment(s). City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement dated February 4, 2019 (“First Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the Second time to (1) extend the Term of the Agreement through June 30, 2020; (2) amend the Compensation section; and (3) add Apprenticeable Crafts language to be in compliance with California Labor Code 1775.5.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from November 15, 2017 to June 30, 2020 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).”

3.2 Rates & Total Compensation. Sections 3.3.1 of the Agreement and as amended in the First Amendment are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Hundred Twenty Five Thousand Dollars (\$825,000) (“Total Compensation”) per fiscal year for Fiscal Years ending June 30, 2019 and June 30, 2020 without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Section 3.3.6 Apprenticeable Crafts. is hereby inserted and incorporated herein by reference with the following:

“If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.”

3.4 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR  
SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
HARDY AND HARPER**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

By: \_\_\_\_\_  
Katie Hockett  
DWP Operations Manager

By: \_\_\_\_\_  
Eugene Silvas  
Construction Superintendent

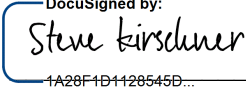
By: \_\_\_\_\_  
Cita Longworth  
Purchasing Manager



**CONTRACTOR'S SIGNATURE PAGE FOR  
SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
HARDY AND HARPER**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**HARDY AND HARPER, INC.**  
**A California Corporation**

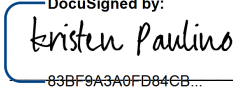
By:   
Signature

**Steve Kirschner**

\_\_\_\_\_  
Name (Print)

**Vice President**

\_\_\_\_\_  
Title  
(CEO, President, Vice President)

By:   
Signature

**Kristen Paulino**

\_\_\_\_\_  
Name (Print)

**Corporate Secretary**

\_\_\_\_\_  
Title (Secretary, CFO, Treasurer)

**SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
KNUDSEN GRADING COMPANY, INC.  
DBA GREEN MOUNTAIN ENGINEERING**

**1. PARTIES AND DATE.**

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 15<sup>th</sup> day of May, 2019 by and between the City of Corona (“City”) and Knudsen Grading Company, Inc. DBA Green Mountain Engineering, a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated September 5, 2018 (“Agreement”), whereby Contractor agreed to provide Grading and Spoils Removal Services – RFP No. 18-051CA.

2.2 Prior Amendment. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement dated February 15, 2019 (“First Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the Second time to (1) amend the Compensation section; and (2) add Apprenticeable Crafts language to be in compliance with California Labor Code 1775.5.

**3. TERMS.**

3.1 Rates & Total Compensation. Sections 3.3.1 of the Agreement and as amended in the First Amendment are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Eighty Six Thousand Dollars (\$186,000) per fiscal years ending June 30, 2019 and June 30, 2020 (“Total Compensation”) without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Section 3.3.6 Apprenticeable Crafts. is hereby inserted and incorporated herein by reference with the following:

“If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.”

3.3 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.5 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND KNUDSEN GRADING COMPANY, INC.  
DBA GREEN MOUNTAIN ENGINEERING**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

By: \_\_\_\_\_  
Katie Hockett  
DWP Operations Manager

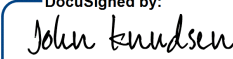
By: \_\_\_\_\_  
Eugene Silvas  
Construction Superintendent

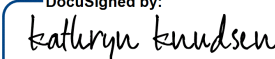
By: \_\_\_\_\_  
Cita Longsworth  
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE FOR SECOND AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND KNUDSEN GRADING COMPANY, INC.  
DBA GREEN MOUNTAIN ENGINEERING**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**KNUDSEN GRADING COMPANY, INC.**  
**DBA GREEN MOUNTAIN ENGINEERING**  
a California Corporation

By:   
1G800768EE1B491...  
Signature  
John Knudsen  
CEO

By:   
6GB09E2D613G42A...  
Signature  
Kathryn Knudsen  
CFO

**THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
REGAN PAVING**

**1. PARTIES AND DATE.**

This Third Amendment to the Maintenance/General Services Agreement (“Third Amendment”) is made and entered into this 15<sup>th</sup> day of May, 2019 by and between the City of Corona (“City”) and Regan Paving, Inc. a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated November 15, 2017 (“Agreement”), whereby Contractor agreed to provide Concrete and Asphalt Maintenance Repair services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement dated March 8, 2018 (“First Amendment”), City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement dated February 4, 2019 (“Second Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the Third time to (1) extend the Term of the Agreement through June 30, 2020; (2) amend the Compensation section; and (3) add Apprenticeable Crafts language to be in compliance with California Labor Code 1775.5.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from November 15, 2017 to June 30, 2020 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement and as amended by the First Amendment and the Second Amendment are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Hundred Twenty Five Thousand Dollars (\$825,000) (“Total Compensation”) per fiscal year for Fiscal Years ending June 30, 2019 and June 30, 2020 without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. “

3.3 Section 3.3.6 Apprenticeable Crafts. is hereby inserted and incorporated herein by reference with the following:

“If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.”

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY' S SIGNATURE PAGE FOR  
THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND REGAN PAVING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

By: \_\_\_\_\_  
Katie Hockett  
DWP Operations Manager

By: \_\_\_\_\_  
Eugene Silvas  
Construction Superintendent

By: \_\_\_\_\_  
Cita Longsworth  
Purchasing Manager



**CONTRACTOR' S SIGNATURE PAGE FOR  
THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND REGAN PAVING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**REGAN PAVING, INC.**  
**a California Corporation**

By:   
Signature

**Timothy Regan**

\_\_\_\_\_  
Name (Print)

**President**

\_\_\_\_\_  
Title (CEO, President, V.P.)

By:   
Signature

**Timothy Regan**

\_\_\_\_\_  
Name (Print)

**Secretary**

\_\_\_\_\_  
Title (Secretary, CFO, Treasurer)

**THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
QUINN COMPANY DBA QUINN POWER SYSTEMS**

**1. PARTIES AND DATE.**

This Third Amendment to the Maintenance/General Services Agreement (“Third Amendment”) is made and entered into this 15<sup>th</sup> day of May, 2019 by and between the City of Corona (“City”) and Quinn Company dba Quinn Power Systems, a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated October 9, 2017 (“Agreement”), whereby Contractor agreed to provide Emergency Generators, Caterpillar and Non-Caterpillar Equipment Maintenance Services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment (“First Amendment”) to the Maintenance/General Services Agreement dated December 19, 2017, and entered into that certain Second Amendment (“Second Amendment”) to the Maintenance/General Services Agreement dated June 6, 2018.

2.3 Amendment. City and Contractor desire to amend the Agreement for the Third time to (1) extend the Term of the Agreement through June 30, 2020; (2) amend the Compensation section; and (3) add Apprenticeable Crafts language to be in compliance with California Labor Code 1775.5; and (4) replace Exhibit “C-2” with Exhibit “C-3”.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall be from July 1, 2017 to June 30, 2020 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

3.2 Rates & Total Compensation. Sections 3.3.1 of the Agreement and as amended in the First Amendment and as amended in the Second Amendment are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C-3” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) (“Total Compensation”) per fiscal years ending June 30, 2019 and June 30, 2020 without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Section 3.3.6 Apprenticeable Crafts. is hereby inserted and incorporated herein by reference with the following:

“If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.”

3.4 Exhibit “C-2” of the Second Amendment is hereby deleted in its entirety and replaced with Exhibit “C-3”.

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND QUINN COMPANY DBA QUINN POWER SYSTEMS**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

By: \_\_\_\_\_  
Katie Hockett  
DWP Operations Manager

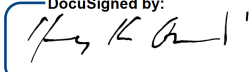
By: \_\_\_\_\_  
Eugene Silvas  
Construction Superintendent

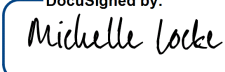
By: \_\_\_\_\_  
Cita Longworth  
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE FOR THIRD AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND QUINN COMPANY DBA QUINN POWER SYSTEMS**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to the Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**QUINN COMPANY DBA QUINN POWER SYSTEMS**  
a California Corporation

By:   
07BEC27534BB417...  
Signature  
Henry Quan  
President

By:   
86954B4B12754FA...  
Signature  
Michelle Locke  
CFO

**EXHIBIT “C-3”  
COMPENSATION**

The total compensation, including authorized reimbursements, shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) (“Total Compensation”) per fiscal years ending June 30, 2019 and June 30, 2020 without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.