

File ID: 2026-01066

6/23/2026

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**[Contract] On-Call Vehicle Body and Upfitting Services [Published for 10-Day Review  
06/11/2026]**

File ID: 2026-01066

**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) awarding a five-year contract to Diamond Truck Body Manufacturing Inc. for Vehicle Body and Upfitting Services in an amount not-to-exceed \$5,000,000 for the five-year term; 2) awarding a five-year contract to Knapheide Truck Equipment Company for Vehicle Body and Upfitting Services in an amount not-to-exceed \$5,000,000 for the five-year term; 3) awarding a five-year contract with One Stop Truck & Equipment for Vehicle Body and Upfitting Services in an amount not-to-exceed \$5,000,000 for the five-year term; and 4) authorizing the City Manager or designee to execute the contracts specified above, provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

**Contact:** Stacey Chatman, Program Specialist, (916) 808-6711, [schatman@cityofsacramento.org](mailto:schatman@cityofsacramento.org); Alison Kerstetter, Fleet Manager, (916) 808-1163, [akerstetter@cityofsacramento.org](mailto:akerstetter@cityofsacramento.org); Department of Public Works

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Contracts

**Description/Analysis**

**Issue Detail:** The Public Works Department, Fleet Management Division, has an ongoing need to purchase and install specialized bodies and upfits for City vehicles. These components-such as utility, service, dump, and machinist bodies-are essential to performing core City operations and are manufactured separately and installed on truck chassis.

Fleet Management currently maintains contracts with most truck chassis dealers; however, to streamline procurement and expedite placing vehicles into service, additional body and upfitter vendors are required.

**Policy Considerations:** The recommendations in this report comply with City Code Chapter 3.56, which requires City Council approval for contract actions of \$250,000 or more. In addition, Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) require that, unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements exceeding \$1,000,000 be made available for public review at least 10 days prior to Council action. This item was published on June 11, 2026, for the required 10-day public review period, in full compliance with these provisions.

**Economic Impacts:** None.

**California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommended actions involve the purchase of vehicle services and are not considered a project under Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In support of City departments and core operations, the Public Works Department, Fleet Management Division, has an ongoing need to purchase bodies and upfitting services for City vehicles.

On March 30, 2026, Fleet Management issued Invitation for Bid (IFB) No. B26153311016 for the purchase and installation of various truck bodies and upfitting services. The intent of the IFB was to award contracts to multiple vendors to provide immediate access to various builds and upfit services, thereby improving the efficiency of procuring and placing replacement and new vehicles into service.

Three responsive and responsible bids were received. The bid schedule was based on estimated quantities of common upfitting components, including liftgates, cranes, and aluminum and steel service bodies. Bid results are summarized below:

Vendor	Bid Total	Service Offerings	Location
Diamond Truck Body Manufacturing, Inc.	\$1,449,201	Custom built bodies and upfitting services	Stockton, CA
Knapheide Truck Equipment Co.	\$1,014,990	Manufactured bodies and upfitting services	Stockton, CA
One Stop Truck & Equipment	\$1,127,615	Upfitting services and partnerships with body manufacturers	North Highlands, CA

Each vendor has specialized strengths in different body types and upfitting configurations. Awarding

contracts to all three bidders will provide the City with the flexibility necessary to meet varied operational needs and ensure timely completion of builds.

**Financial Considerations:** Sufficient funding exists in the Department of Public Works, Fleet Management Division, Fiscal Year (FY) 2025/26 operating budget (Fleet Fund, Fund 6501) to purchase vehicle body and upfitting services through June 30, 2026. Purchases made after June 30, 2026, are subject to funding availability in the adopted budget of the applicable fiscal year. Monies will only be spent if needed and is estimated as follows: With an average cost per body/upfit of \$250,000, and an estimated 12 purchases per year for 5 years, the total expected cost for the 5-year term is \$15 million. Split among the three vendors, the estimated spend is \$5 million per vendor.

**Local Business Enterprise (LBE):** Diamond Body Truck Manufacturing, Inc. and Knapheide Truck Equipment Co. are not LBE, however, One Stop Truck & Equipment is an LBE.

# **ATTACHMENTS**

Contracts for Council File ID 2026-01066

PRC004293 – Diamond Truck Body Manufacturing, Inc.

PRC004297 – Knapheide Truck Equipment Co.

PRC004298 – One Stop Truck & Equipment

**PRC004293**

**Diamond Truck Body Manufacturing, Inc.**

CONTRACT #: PRC004293  
CONTRACT NAME: VEHICLE BODY AND UPFITTING SERVICES  
AGREEMENT TERM: 6/23/26-6/22/31  
AUTHORIZED RENEWALS: None  
DEPARTMENT/DIVISION: PUBLIC WORKS / FLEET MANAGEMENT

PROJECT: None  
NOT-TO-EXCEED AMOUNT: \$5,000,000  
SOLICITATION: B26153311016  
LBE (Y/N): N  
COUNCIL FILE ID: 2026-01066

## CITY OF SACRAMENTO

### GOODS AND NONPROFESSIONAL SERVICES AGREEMENT

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Diamond Truck Body Manufacturing Inc.  
1908 E Fremont St, Stockton, CA 95205  
209-943-1655 / mike@diamondtruckbody.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning June 23, 2026.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

N/A

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Stacey Chatman, Program Specialist  
5730 24<sup>th</sup> St, Sacramento, CA 95822  
916-808-6711 / schatman@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Michael Wutzke, General Manager  
1908 E Fremont St, Stockton, CA 95205  
209-943-1655 ext. 105 / mike@diamondtruckbody.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for a five-year term. Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## 1. SCOPE OF SERVICES

### 1.1 Introduction

The City of Sacramento, Department of Public Works

is soliciting bids to: with the intent to award multiple 5-year contracts to the most qualified, responsive, and responsive bidders for the purpose of providing vehicle body and equipment installation and fabrication services.

The Department of Public Works (DPW) is responsible for the administration of the City's fleet and seeks to ensure the fleet is safe to operate, environmentally friendly and economically feasible during the procurement process and beyond. The City's fleet is comprised of differing types of service vehicles that require body and equipment installation and fabrication (an annual average of twenty percent purchased currently).

### 1.2 Scope of Services

The DPW is seeking to enter into contract with qualified vendors for truck and vehicle body and equipment installation and fabrication services ("upfitting"). The awarded contractor(s) shall have the necessary and considerable experience with upfitting projects similar in the scope of work listed in the Specific Requirements below. Contractor(s) shall be knowledgeable in the design, construction, fabrication and installation of truck bodies and truck and trailer mounted equipment. Contractor(s) shall also be capable of acting as technical consultants to ensure that the service provided is to the highest quality and is the most cost-effective outcome. Since many of the projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.

### BIDDER MINIMUM QUALIFICATIONS

Bidder shall be regularly and continuously engaged in the business of providing truck and vehicle body and equipment installation and fabrication services for at least five years.

Bidder shall be a certified provider of truck and vehicle body and equipment installation and fabrication services.

Bidder shall possess all permits and licenses necessary to supply products and perform services as specified under this RFP.

### REQUIREMENTS

1. Contractor shall furnish, fabricate and install:
  - a. Truck Bodies
  - b. Van Interiors
  - c. Material Racks
  - d. Trailer Hitches
  - e. Power Take-Off Units
  - f. Hydraulic Systems
  - g. Electrical Systems
  - h. Generators
  - i. Warning and Work Lighting
  - j. Other Associated Equipment and Paint
2. Contractor shall perform in-house truck frame modifications, driveshaft modifications, and other related services as required to successfully complete truck body upfitting projects.
3. Contractor shall, upon request, design and technical consultation services, technical drawings (2D and 3D), cost estimates, project schedules and weight studies. Finite element analysis, weight distribution studies, stress analysis, and structural design shall be completed by a Registered Professional Engineer.

4. Contractor shall be capable of performing at their facility all metal fabrication, mechanical, hydraulic, pneumatic, electrical, and paint work required to complete a given project. All work shall be performed by journey-level tradespeople with at least five years' experience in their area of expertise.
5. Contractor must possess a fully equipped fabrication and installation facility, and employ a staff of qualified and certified technicians.
  - a. Technicians who perform welding work on projects must be certified by the American Welding Society (AWS) for each process being used.
  - b. Technicians who perform body equipment installation work on projects shall possess National Institute of Automotive Service Excellence (ASE) certification in Truck Equipment Installation and Repair and Auxiliary Power System Installation and Repair.
  - c. Technicians who perform electrical work on projects shall possess ASE certifications in Electrical/Electronic System Installation and Repair and Medium/Heavy Truck Electrical/Electronic Systems.
  - d. Technicians who install AC wiring and/or AC-powered equipment must have a basic knowledge of the National Electric Code, and knowledge of installation techniques pertaining to these systems.
  - e. Technicians who perform work on projects that involve modifications to truck chassis or connections to chassis systems must be ASE certified in the areas on which they are working.
6. All parts, components, equipment and accessories, whether supplied by the Contractor or by the County, must be completely installed, assembled and/or adjusted as required by manufacturer's specifications. All items must conform in strength, quality of material and workmanship to recognized industry standards.
7. Installations, whether done by the Contractor or its Subcontractor(s), shall be done within 100 miles of the City of Sacramento.
8. Metal Fabrication Work
9. Welding Work
  - a. Contractor must be able to perform the following welding and cutting processes: electric arc, GMAW/MIG/GTAW/TIG; carbon air-arc and plasma cutting.
  - b. All welding work will be performed in accordance with American Welding Society Standard D14.4-97 (Specification for Welded Joints in Machinery and Equipment, and any other AWS, ANSI or SAE standards applicable to welding practices, materials, and quality control procedures.
  - c. All weld beads shall even and continuous, without excessive splatter. All weld beads shall exhibit full penetration, and any weld splatter shall be removed prior to finishing.
  - d. All fabricated parts shall be ground smooth, and all holes will be deburred. The edges of all flame-cut parts shall be ground flat and smooth.
10. Electrical Work
  - a. Contractor must be able to perform high-quality installation of electrical systems and wiring, using "state of the art" components and installation techniques.
  - b. The minimum standard applicable to all projects will be Society of Automotive Engineers Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring).

- c. Contractor's staff must have experience with low voltage automotive direct current (12-48 VDC, and commercial alternating current (120-220 VAC) wiring and electrical systems.
- d. Wire and cable used in projects will be appropriate for the application, in accordance with SAE J1128 (Low Tension Primary Cable). All low voltage DC wiring will be GXL grade or higher.
- e. Technicians will properly route, secure and protect all wiring and wire harnesses. The use of adhesive-backed tie anchors, "Scotchlock" devices and electrical tape in any installation is strictly prohibited.
- f. Open, "crimp" type connectors are not acceptable for exterior connections.
- g. All electrical components, including wiring, shall be rated at 125% of maximum intended load.
- h. All wiring shall be color-coded and/or numbered; and shall terminate in sealed, weatherproof connections.
- i. All wiring used for stop, turn, tail and clearance lights on truck bodies shall consist of modular harnesses, with integrated, weatherproof connectors.
- j. Chassis wiring harnesses shall not be cut, tapped or spliced. Any connections to the chassis harness shall be made via connectors supplied by the chassis OEM.
- k. All exposed exterior wiring, and any wiring running inside compartments, shall be protected by a raceway, channel or conduit.
- l. In all areas where wiring is not protected by conduit, it shall be protected by heat-resistant (300°) loom.
- m. Hard plastic (snap-in or glue-in) or rubber grommets shall be installed wherever wiring passes through walls or partitions.
- n. All wiring shall be secured with plastic cable ties and/or rubber-coated aluminum or steel cable clamps. Self-adhesive tie mounts or wire clips are not acceptable.
- o. Wherever practical, wiring looms shall be tied together, and clamped to bulkheads and frame members, to insure maximum security and vibration resistance. Wire looms shall not be attached to hose bundles.
- p. All continuous runs of wiring shall be securely supported at intervals of 16 inches or less.
- q. All AC wiring shall be enclosed in liquid-tight flexible non-metallic conduit, unless otherwise noted.
- r. The OEM for all stop, turn, tail and clearance light assemblies (other than those installed by chassis OEM) shall be approved by the City.

#### 11. Painting and Finishing

- a. Contractor must be able to perform high-quality, automotive paint work using industry-standard two-component acrylic urethane finishes. All paint finishing work shall be completed in house and accomplished in an appropriately sized paint booth.
- b. Paint finishes shall be expected to last the life of the vehicle (average 10 years) in most cases, assuming normal wear and tear.
- c. High quality metal preparation procedures High-quality metal preparation procedures shall be employed to prevent peeling, bubbling and flaking of finish paint. High quality finish paint products shall be used,

to prevent fading and chalking. Finish paint shall not be applied to unprimed surfaces. All exposed bare metal surfaces shall be covered.

- d. All items that are finish painted by the manufacturer shall retain their original finish unless otherwise specified.
- e. Any paint finish that is damaged during the installation of a component shall be restored using the original color(s) and paint processes. "Spray can" touchups are unacceptable.
- f. All filters, identification tags and nameplates shall be masked before painting.
- g. All fabricated brackets and loose parts shall be finished prior to installation, to insure full coverage.
- h. All interior spaces and voids shall be primed and painted, to insure maximum corrosion resistance. Utility bodies shall be prepared and prime-painted by the manufacturer in accordance with the requirements noted within this solicitation. The underside of all truck bodies will be coated with an automotive underseal compound.
- i. All bodies, painted parts and accessories shall be finished with two (2) coats of acrylic urethane.
- j. Contractor must be able to provide, either themselves, or through a subcontractor; Electrostatic powder-coat painting and Line-X or Rhino-Lining spray on truck bedliners.

## 12. Materials and Products

- a. Contractor shall furnish all truck bodies, equipment, supplies and materials required to complete each project request, unless otherwise noted.
- b. All materials used on projects must be new, in undamaged condition, of the highest quality and appropriate for the application. No used, recycled or waste materials shall be used without the expressed permission of the City.
- c. Listed below are general product lines used by the City. If Contractor sources other manufacturers and/or similar products than those listed please include product offerings in response as Attachment 6.
  - a. Auto Crane – truck mounted cranes
  - b. Tommy Lift – Liftgates
  - c. Knapheide bodies – service and line bodies (132" and larger)
  - d. Vanair – Underdeck air compressors
  - e. Weatherguard – truck toolboxes, van interior and accessories
- d. Listed below are products that the City may not have a standardized product line for – please include product offerings in response as Attachment 6.
  - a. Emergency and warning lighting
  - b. Switch panels
  - c. Van Interiors
  - a. Hose and cable reels
  - b. Dump bodies and accessories
  - c. Generators and power equipment
  - d. Power Take Off Units
  - e. Auxiliary fuel tanks
  - f. Winches and Mounting Kits

### 13. Utility Bodies

- a. All utility, line, platform and dump bodies will be sourced from a major manufacturer.
- b. The utility body manufacturer must provide, on their website, a full catalog of their products, including brochures, feature lists, photographs and dimensional drawings of all bodies, components, options, and accessories.
- c. The underside of all bodies shall be undercoated.
- d. Utility bodies 132" in length and under shall include the following features
  - a. 14 gauge A40 galvalneal (both sides) steel body shell
  - b. Cargo floor (single rear – 12 gauge steel sheet; dual rear – 1/8" steel sheet). Cargo floor shall employ a return flange that interlocks with side compartments and eliminates the exposed seam between floor and side compartments.
  - c. Double-shell, 20 gauge A49 galvalneal (both sides) steel hat section reinforced doors.
  - d. Full length, all stainless steel continuous door hinges.
  - e. Paddle actuated, rotary style door latches with adjustable strikers.
  - f. Spring actuated over center door closures on all vertical doors.
  - g. The body mounting system shall allow quick, safe remounting of the body from one chassis to another. System shall meet Federal Motor Vehicle Safety Standard (FMVSS) No. 301 requirements.

### 14. Design Services

- a. Contractor shall provide design services on an as-needed basis. Contractor must employ a mechanical engineer, certified by the California Department of Consumer Affairs, Board of Professional Engineers. Contractor must show an established relationship with a third-party engineer or engineering firm should it not have a certified engineer on staff. Since many of the County's projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.
- b. Provided layout drawings and specifications shall be reviewed thoroughly by the Contractor to confirm the feasibility and cost-effectiveness of each project. The Contractor shall recommend alternatives to the proposed specifications as necessary to insure a successful project outcome.
- c. For more complex projects, Contractor shall prepare engineering and approval drawings. When necessary, the Contractor's engineer shall conduct weight studies utilizing appropriate software applications.

### 15. Deliverables/Reports

- a. The City shall initiate upfitting projects and each project shall be identified by a project number which should minimally contain the unit number. That project number shall be referenced throughout the life of the project.
- b. Project request shall generally be accompanied by a set of general specifications, and occasionally, layout drawings. In most cases, the best solution for the project shall be discussed with the Contractor in advance. Subsequently, a specification based on the latest industry developments and available technology will be developed in conjunction with the Contractor.

- c. Contractor shall provide a cost estimate and a project schedule within 15 business days of receiving a project request.
- d. Estimates shall show the total price (including installation and paint if applicable) of all major components including, but not limited to: utility bodies, cranes, generators, liftgates, winches, and warning light systems. The cost of shop supplies and generic items such as wire, cable, fasteners, and plumbing components may be shown in a single category.
- e. Project schedules will show the production start date, significant milestones, pre-paint inspection date, and delivery date. Schedules may be adjusted, as mutually agreed upon by the Contractor and City to accommodate delays in the receipt of truck chassis.
- f. City shall review the cost estimate and project schedule prior to giving approval to proceed. Project specifications may be changed after the cost estimate is reviewed by the City. Changes may be based on the available project budget, and other factors.
- g. Should there be any significant changes required during the course of a project, the Contractor shall provide a revised cost estimate (and schedule if necessary) reflecting the changes.
- h. Contractor shall provide high resolution digital photographs of projects in progress upon request.
- i. Projects are generally planned such that the truck chassis and trailers can be drop shipped from the suppliers directly to the Contractor's facility. Contractor shall be responsible for transporting completed vehicles from its facility to the City.
- j. City shall have the right to inspect projects at any time during construction. Inspections will generally occur just prior to final painting, and occasionally, prior to delivery.
- k. Contractor shall provide three (3) business days notice prior to inspections.
- l. Approval or disapproval of engineering design, quality of workmanship and adherence to specifications will be binding on the Contractor.
- m. Completed projects shall be delivered within five (5) business days of acceptance.

#### 16. Local Representation

- a. Bidder shall have a local representative. This is needed for site visits; viewing current City fleet assets for specification/operation; meeting to review specifications; and any other operational need.

#### 17. Warranty

- a. Contractor shall provide warranty on all products and services provided – warranties shall fall within guidelines below and typically start from in service date versus delivery but will be decided per build.
  - a. Structural Warranty: 3-5 years
  - b. Components and Finish: 1 year
  - c. Installation and Mounting: 90 days
  - d. Paint/Rust-Through: 2-6 Years

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 5,000,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. **Use Tax Direct Payment Permit:** For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## ATTACHMENT 1 to EXHIBIT B

### Billable Rates

For work authorized by the City in accordance with the terms of this Agreement, CONTRACTOR shall be paid at the rates listed below.

**Hourly Labor Rate**                      \$200.00 per hour\*

*\* The Parties may adjust this rate by mutual written agreement. Requests for rate adjustments must be submitted to the City's Contract Manager no fewer than **45 days** prior to the proposed effective date. Annual increases shall not exceed **5%**.*

### **Material, Parts, and Bodies**

Contractor shall provide all parts, materials, and bodies at or below reasonable fair market value, defined as the price in an arm's-length transaction between a willing buyer and seller. Contractor warrants that:

- Pricing offered to the City is no less favorable than that offered to any other customer for comparable goods; and
- If lower pricing is offered elsewhere, Contractor shall extend the same lower pricing to the City.

### Payment Discount

A 5% prompt payment discount will apply if the City issues payment within 10 calendar days of the later of:

- Delivery and acceptance of goods/services, or
- Receipt of a proper invoice.

### Estimate and Invoice Requirements

Prior to each build, the City will request a written quote and an estimated schedule for the required body and/or upfit.

- All estimates and invoices shall reflect the hourly labor rate and any applicable discounts.
- Work may not commence until the City's authorized representative approves the estimate.
- Any additional work not included in the approved estimate requires prior written authorization from the City.
- The City is not responsible for any costs associated with unauthorized work or materials.

### Invoice Requirements

Contractor shall submit invoices consistent with the terms of this Agreement and all applicable exhibits.

- The City is not obligated to pay any invoice submitted more than **30 days** after services were rendered or goods delivered, or more than **60 days** after termination of the Agreement, whichever occurs first.
- For timely processing and payment, invoices must be submitted to: **fleet@cityofsacramento.org**

## EXHIBIT C

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
  - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
  - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
  - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
  - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
  - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *mike wutzke*  
mike wutzke (Jun 4, 2026 09:08:15 PDT)

Title: gm

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Paul A. Gale*

Title: Sr. Dep City Atty

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:

**PRC004297**

**Knapheide Truck Equipment Co.**

CONTRACT #: PRC004297  
CONTRACT NAME: VEHICLE BODY AND UPFITTING SERVICES  
AGREEMENT TERM: 6/23/26-6/22/31  
AUTHORIZED RENEWALS: None  
DEPARTMENT/DIVISION: PUBLIC WORKS / FLEET MANAGEMENT

PROJECT: None  
NOT-TO-EXCEED AMOUNT: \$5,000,000  
SOLICITATION: B26153311016  
LBE (Y/N): N  
COUNCIL FILE ID: 2026-01066

## CITY OF SACRAMENTO

### GOODS AND NONPROFESSIONAL SERVICES AGREEMENT

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Knapheide Truck Equipment Company  
3550 Bozzano Road, Stockton, CA 95215  
209-855-8410 / krose@knapheide.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning June 23, 2026.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

N/A

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Stacey Chatman, Program Specialist  
5730 24<sup>th</sup> St, Sacramento, CA 95822  
916-808-6711 / schatman@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Kristin Rose, Office Manager  
3550 Bozzano Road, Stockton, CA 95215  
209-855-8410 / krose@knapheide.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for a five-year term. Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## 1. SCOPE OF SERVICES

### 1.1 Introduction

The City of Sacramento, Department of Public Works

is soliciting bids to: with the intent to award multiple 5-year contracts to the most qualified, responsive, and responsive bidders for the purpose of providing vehicle body and equipment installation and fabrication services.

The Department of Public Works (DPW) is responsible for the administration of the City's fleet and seeks to ensure the fleet is safe to operate, environmentally friendly and economically feasible during the procurement process and beyond. The City's fleet is comprised of differing types of service vehicles that require body and equipment installation and fabrication (an annual average of twenty percent purchased currently).

### 1.2 Scope of Services

The DPW is seeking to enter into contract with qualified vendors for truck and vehicle body and equipment installation and fabrication services ("upfitting"). The awarded contractor(s) shall have the necessary and considerable experience with upfitting projects similar in the scope of work listed in the Specific Requirements below. Contractor(s) shall be knowledgeable in the design, construction, fabrication and installation of truck bodies and truck and trailer mounted equipment. Contractor(s) shall also be capable of acting as technical consultants to ensure that the service provided is to the highest quality and is the most cost-effective outcome. Since many of the projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.

### BIDDER MINIMUM QUALIFICATIONS

Bidder shall be regularly and continuously engaged in the business of providing truck and vehicle body and equipment installation and fabrication services for at least five years.

Bidder shall be a certified provider of truck and vehicle body and equipment installation and fabrication services. Bidder shall possess all permits and licenses necessary to supply products and perform services as specified under this RFP.

### REQUIREMENTS

1. Contractor shall furnish, fabricate and install:
  - a. Truck Bodies
  - b. Van Interiors
  - c. Material Racks
  - d. Trailer Hitches
  - e. Power Take-Off Units
  - f. Hydraulic Systems
  - g. Electrical Systems
  - h. Generators
  - i. Warning and Work Lighting
  - j. Other Associated Equipment and Paint
2. Contractor shall perform in-house truck frame modifications, driveshaft modifications, and other related services as required to successfully complete truck body upfitting projects.
3. Contractor shall, upon request, design and technical consultation services, technical drawings (2D and 3D), cost estimates, project schedules and weight studies. Finite element analysis, weight distribution studies, stress analysis, and structural design shall be completed by a Registered Professional Engineer.

4. Contractor shall be capable of performing at their facility all metal fabrication, mechanical, hydraulic, pneumatic, electrical, and paint work required to complete a given project. All work shall be performed by journey-level tradespeople with at least five years' experience in their area of expertise.
5. Contractor must possess a fully equipped fabrication and installation facility, and employ a staff of qualified and certified technicians.
  - a. Technicians who perform welding work on projects must be certified by the American Welding Society (AWS) for each process being used.
  - b. Technicians who perform body equipment installation work on projects shall possess National Institute of Automotive Service Excellence (ASE) certification in Truck Equipment Installation and Repair and Auxiliary Power System Installation and Repair.
  - c. Technicians who perform electrical work on projects shall possess ASE certifications in Electrical/Electronic System Installation and Repair and Medium/Heavy Truck Electrical/Electronic Systems.
  - d. Technicians who install AC wiring and/or AC-powered equipment must have a basic knowledge of the National Electric Code, and knowledge of installation techniques pertaining to these systems.
  - e. Technicians who perform work on projects that involve modifications to truck chassis or connections to chassis systems must be ASE certified in the areas on which they are working.
6. All parts, components, equipment and accessories, whether supplied by the Contractor or by the County, must be completely installed, assembled and/or adjusted as required by manufacturer's specifications. All items must conform in strength, quality of material and workmanship to recognized industry standards.
7. Installations, whether done by the Contractor or its Subcontractor(s), shall be done within 100 miles of the City of Sacramento.
8. Metal Fabrication Work
9. Welding Work
  - a. Contractor must be able to perform the following welding and cutting processes: electric arc, GMAW/MIG/GTAW/TIG; carbon air-arc and plasma cutting.
  - b. All welding work will be performed in accordance with American Welding Society Standard D14.4-97 (Specification for Welded Joints in Machinery and Equipment, and any other AWS, ANSI or SAE standards applicable to welding practices, materials, and quality control procedures.
  - c. All weld beads shall even and continuous, without excessive splatter. All weld beads shall exhibit full penetration, and any weld splatter shall be removed prior to finishing.
  - d. All fabricated parts shall be ground smooth, and all holes will be deburred. The edges of all flame-cut parts shall be ground flat and smooth.
10. Electrical Work
  - a. Contractor must be able to perform high-quality installation of electrical systems and wiring, using "state of the art" components and installation techniques.
  - b. The minimum standard applicable to all projects will be Society of Automotive Engineers Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring).

- c. Contractor's staff must have experience with low voltage automotive direct current (12-48 VDC, and commercial alternating current (120-220 VAC) wiring and electrical systems.
- d. Wire and cable used in projects will be appropriate for the application, in accordance with SAE J1128 (Low Tension Primary Cable). All low voltage DC wiring will be GXL grade or higher.
- e. Technicians will properly route, secure and protect all wiring and wire harnesses. The use of adhesive-backed tie anchors, "Scotchlock" devices and electrical tape in any installation is strictly prohibited.
- f. Open, "crimp" type connectors are not acceptable for exterior connections.
- g. All electrical components, including wiring, shall be rated at 125% of maximum intended load.
- h. All wiring shall be color-coded and/or numbered; and shall terminate in sealed, weatherproof connections.
- i. All wiring used for stop, turn, tail and clearance lights on truck bodies shall consist of modular harnesses, with integrated, weatherproof connectors.
- j. Chassis wiring harnesses shall not be cut, tapped or spliced. Any connections to the chassis harness shall be made via connectors supplied by the chassis OEM.
- k. All exposed exterior wiring, and any wiring running inside compartments, shall be protected by a raceway, channel or conduit.
- l. In all areas where wiring is not protected by conduit, it shall be protected by heat-resistant (300°) loom.
- m. Hard plastic (snap-in or glue-in) or rubber grommets shall be installed wherever wiring passes through walls or partitions.
- n. All wiring shall be secured with plastic cable ties and/or rubber-coated aluminum or steel cable clamps. Self-adhesive tie mounts or wire clips are not acceptable.
- o. Wherever practical, wiring looms shall be tied together, and clamped to bulkheads and frame members, to insure maximum security and vibration resistance. Wire looms shall not be attached to hose bundles.
- p. All continuous runs of wiring shall be securely supported at intervals of 16 inches or less.
- q. All AC wiring shall be enclosed in liquid-tight flexible non-metallic conduit, unless otherwise noted.
- r. The OEM for all stop, turn, tail and clearance light assemblies (other than those installed by chassis OEM) shall be approved by the City.

#### 11. Painting and Finishing

- a. Contractor must be able to perform high-quality, automotive paint work using industry-standard two-component acrylic urethane finishes. All paint finishing work shall be completed in house and accomplished in an appropriately sized paint booth.
- b. Paint finishes shall be expected to last the life of the vehicle (average 10 years) in most cases, assuming normal wear and tear.
- c. High quality metal preparation procedures High-quality metal preparation procedures shall be employed to prevent peeling, bubbling and flaking of finish paint. High quality finish paint products shall be used,

to prevent fading and chalking. Finish paint shall not be applied to unprimed surfaces. All exposed bare metal surfaces shall be covered.

- d. All items that are finish painted by the manufacturer shall retain their original finish unless otherwise specified.
- e. Any paint finish that is damaged during the installation of a component shall be restored using the original color(s) and paint processes. "Spray can" touchups are unacceptable.
- f. All filters, identification tags and nameplates shall be masked before painting.
- g. All fabricated brackets and loose parts shall be finished prior to installation, to insure full coverage.
- h. All interior spaces and voids shall be primed and painted, to insure maximum corrosion resistance. Utility bodies shall be prepared and prime-painted by the manufacturer in accordance with the requirements noted within this solicitation. The underside of all truck bodies will be coated with an automotive underseal compound.
- i. All bodies, painted parts and accessories shall be finished with two (2) coats of acrylic urethane.
- j. Contractor must be able to provide, either themselves, or through a subcontractor; Electrostatic powder-coat painting and Line-X or Rhino-Lining spray on truck bedliners.

## 12. Materials and Products

- a. Contractor shall furnish all truck bodies, equipment, supplies and materials required to complete each project request, unless otherwise noted.
- b. All materials used on projects must be new, in undamaged condition, of the highest quality and appropriate for the application. No used, recycled or waste materials shall be used without the expressed permission of the City.
- c. Listed below are general product lines used by the City. If Contractor sources other manufacturers and/or similar products than those listed please include product offerings in response as Attachment 6.
  - a. Auto Crane – truck mounted cranes
  - b. Tommy Lift – Liftgates
  - c. Knapheide bodies – service and line bodies (132" and larger)
  - d. Vanair – Underdeck air compressors
  - e. Weatherguard – truck toolboxes, van interior and accessories
- d. Listed below are products that the City may not have a standardized product line for – please include product offerings in response as Attachment 6.
  - a. Emergency and warning lighting
  - b. Switch panels
  - c. Van Interiors
  - a. Hose and cable reels
  - b. Dump bodies and accessories
  - c. Generators and power equipment
  - d. Power Take Off Units
  - e. Auxiliary fuel tanks
  - f. Winches and Mounting Kits

### 13. Utility Bodies

- a. All utility, line, platform and dump bodies will be sourced from a major manufacturer.
- b. The utility body manufacturer must provide, on their website, a full catalog of their products, including brochures, feature lists, photographs and dimensional drawings of all bodies, components, options, and accessories.
- c. The underside of all bodies shall be undercoated.
- d. Utility bodies 132" in length and under shall include the following features
  - a. 14 gauge A40 galvalneal (both sides) steel body shell
  - b. Cargo floor (single rear – 12 gauge steel sheet; dual rear – 1/8" steel sheet). Cargo floor shall employ a return flange that interlocks with side compartments and eliminates the exposed seam between floor and side compartments.
  - c. Double-shell, 20 gauge A49 galvalneal (both sides) steel hat section reinforced doors.
  - d. Full length, all stainless steel continuous door hinges.
  - e. Paddle actuated, rotary style door latches with adjustable strikers.
  - f. Spring actuated over center door closures on all vertical doors.
  - g. The body mounting system shall allow quick, safe remounting of the body from one chassis to another. System shall meet Federal Motor Vehicle Safety Standard (FMVSS) No. 301 requirements.

### 14. Design Services

- a. Contractor shall provide design services on an as-needed basis. Contractor must employ a mechanical engineer, certified by the California Department of Consumer Affairs, Board of Professional Engineers. Contractor must show an established relationship with a third-party engineer or engineering firm should it not have a certified engineer on staff. Since many of the County's projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.
- b. Provided layout drawings and specifications shall be reviewed thoroughly by the Contractor to confirm the feasibility and cost-effectiveness of each project. The Contractor shall recommend alternatives to the proposed specifications as necessary to insure a successful project outcome.
- c. For more complex projects, Contractor shall prepare engineering and approval drawings. When necessary, the Contractor's engineer shall conduct weight studies utilizing appropriate software applications.

### 15. Deliverables/Reports

- a. The City shall initiate upfitting projects and each project shall be identified by a project number which should minimally contain the unit number. That project number shall be referenced throughout the life of the project.
- b. Project request shall generally be accompanied by a set of general specifications, and occasionally, layout drawings. In most cases, the best solution for the project shall be discussed with the Contractor in advance. Subsequently, a specification based on the latest industry developments and available technology will be developed in conjunction with the Contractor.

- c. Contractor shall provide a cost estimate and a project schedule within 15 business days of receiving a project request.
- d. Estimates shall show the total price (including installation and paint if applicable) of all major components including, but not limited to: utility bodies, cranes, generators, liftgates, winches, and warning light systems. The cost of shop supplies and generic items such as wire, cable, fasteners, and plumbing components may be shown in a single category.
- e. Project schedules will show the production start date, significant milestones, pre-paint inspection date, and delivery date. Schedules may be adjusted, as mutually agreed upon by the Contractor and City to accommodate delays in the receipt of truck chassis.
- f. City shall review the cost estimate and project schedule prior to giving approval to proceed. Project specifications may be changed after the cost estimate is reviewed by the City. Changes may be based on the available project budget, and other factors.
- g. Should there be any significant changes required during the course of a project, the Contractor shall provide a revised cost estimate (and schedule if necessary) reflecting the changes.
- h. Contractor shall provide high resolution digital photographs of projects in progress upon request.
- i. Projects are generally planned such that the truck chassis and trailers can be drop shipped from the suppliers directly to the Contractor's facility. Contractor shall be responsible for transporting completed vehicles from its facility to the City.
- j. City shall have the right to inspect projects at any time during construction. Inspections will generally occur just prior to final painting, and occasionally, prior to delivery.
- k. Contractor shall provide three (3) business days notice prior to inspections.
- l. Approval or disapproval of engineering design, quality of workmanship and adherence to specifications will be binding on the Contractor.
- m. Completed projects shall be delivered within five (5) business days of acceptance.

#### 16. Local Representation

- a. Bidder shall have a local representative. This is needed for site visits; viewing current City fleet assets for specification/operation; meeting to review specifications; and any other operational need.

#### 17. Warranty

- a. Contractor shall provide warranty on all products and services provided – warranties shall fall within guidelines below and typically start from in service date versus delivery but will be decided per build.
  - a. Structural Warranty: 3-5 years
  - b. Components and Finish: 1 year
  - c. Installation and Mounting: 90 days
  - d. Paint/Rust-Through: 2-6 Years

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 5,000,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. **Use Tax Direct Payment Permit:** For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## Attachment 1 to Exhibit B

### **Billable Rates**

For work authorized by the City in accordance with the terms of this Agreement, CONTRACTOR shall be paid at the rates listed below.

**Hourly Labor Rate**                      \$210.00 per hour\*

*\* The Parties may adjust this rate by mutual written agreement. Requests for rate adjustments must be submitted to the City's Contract Manager no fewer than **45 days** prior to the proposed effective date. Annual increases shall not exceed **5%**.*

### **Material, Parts, and Bodies**

Contractor shall provide all parts, materials, and bodies at or below reasonable fair market value, defined as the price in an arm's-length transaction between a willing buyer and seller. Contractor warrants that:

- Pricing offered to the City is no less favorable than that offered to any other customer for comparable goods; and
- If lower pricing is offered elsewhere, Contractor shall extend the same lower pricing to the City.

### **Estimate and Invoice Requirements**

Prior to each build, the City will request a written quote and an estimated schedule for the required body and/or upfit.

- All estimates and invoices shall reflect the hourly labor rate and any applicable discounts.
- Work may not commence until the City's authorized representative approves the estimate.
- Any additional work not included in the approved estimate requires prior written authorization from the City.
- The City is not responsible for any costs associated with unauthorized work or materials.

### **Invoice Requirements**

Contractor shall submit invoices consistent with the terms of this Agreement and all applicable exhibits.

- The City is not obligated to pay any invoice submitted more than **30 days** after services were rendered or goods delivered, or more than **60 days** after termination of the Agreement, whichever occurs first.
- For timely processing and payment, invoices must be submitted to: **fleet@cityofsacramento.org**

## EXHIBIT C

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
  - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
  - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
  - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
  - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
  - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 44WCI1096601

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 08/01/2025                      Policy No. 44WCI1096601  
Insured THE KNAPHEIDE MANUFACTURING COMPANY  
Insurance Company ARCH INDEMNITY INSURANCE COMPANY

Endorsement No.  
Premium INCL.

DATE OF ISSUE: 08-05-25

Countersigned By \_\_\_\_\_

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Randy Uhl*  
Randy Uhl (Jun 3, 2026 18:37:01 PDT)

Title: General Manager

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Paul A. Gale*

Title: Sr. Dep City Atty

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:

**PRC004298**

**One Stop Truck & Equipment**

CONTRACT #: PRC004298  
CONTRACT NAME: VEHICLE BODY AND UPFITTING SERVICES  
AGREEMENT TERM: 6/23/26-6/22/31  
AUTHORIZED RENEWALS: None  
DEPARTMENT/DIVISION: PUBLIC WORKS / FLEET MANAGEMENT

PROJECT: None  
NOT-TO-EXCEED AMOUNT: \$5,000,000  
SOLICITATION: B26153311016  
LBE (Y/N): Y  
COUNCIL FILE ID: 2026-01066

## CITY OF SACRAMENTO

### GOODS AND NONPROFESSIONAL SERVICES AGREEMENT

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*JP Outfitters Inc. dba One Stop Truck & Equipment  
5302 Roseville Road, North Highlands, CA 95660  
279-239-9772 / maria@onestoptruckequipment.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning June 23, 2026.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

N/A

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Stacey Chatman, Program Specialist*  
*5730 24<sup>th</sup> St, Sacramento, CA 95822*  
*916-808-6711 / schatman@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Mariah Salazar, Bid Specialist*  
*5302 Roseville Road, North Highlands, CA 95660*  
*279-239-9772 / mariah@onestoptruckequipment.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for a five-year term. Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## 1. SCOPE OF SERVICES

### 1.1 Introduction

The City of Sacramento, Department of Public Works

is soliciting bids to: with the intent to award multiple 5-year contracts to the most qualified, responsive, and responsive bidders for the purpose of providing vehicle body and equipment installation and fabrication services.

The Department of Public Works (DPW) is responsible for the administration of the City's fleet and seeks to ensure the fleet is safe to operate, environmentally friendly and economically feasible during the procurement process and beyond. The City's fleet is comprised of differing types of service vehicles that require body and equipment installation and fabrication (an annual average of twenty percent purchased currently).

### 1.2 Scope of Services

The DPW is seeking to enter into contract with qualified vendors for truck and vehicle body and equipment installation and fabrication services ("upfitting"). The awarded contractor(s) shall have the necessary and considerable experience with upfitting projects similar in the scope of work listed in the Specific Requirements below. Contractor(s) shall be knowledgeable in the design, construction, fabrication and installation of truck bodies and truck and trailer mounted equipment. Contractor(s) shall also be capable of acting as technical consultants to ensure that the service provided is to the highest quality and is the most cost-effective outcome. Since many of the projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.

### BIDDER MINIMUM QUALIFICATIONS

Bidder shall be regularly and continuously engaged in the business of providing truck and vehicle body and equipment installation and fabrication services for at least five years.

Bidder shall be a certified provider of truck and vehicle body and equipment installation and fabrication services. Bidder shall possess all permits and licenses necessary to supply products and perform services as specified under this RFP.

### REQUIREMENTS

1. Contractor shall furnish, fabricate and install:
  - a. Truck Bodies
  - b. Van Interiors
  - c. Material Racks
  - d. Trailer Hitches
  - e. Power Take-Off Units
  - f. Hydraulic Systems
  - g. Electrical Systems
  - h. Generators
  - i. Warning and Work Lighting
  - j. Other Associated Equipment and Paint
2. Contractor shall perform in-house truck frame modifications, driveshaft modifications, and other related services as required to successfully complete truck body upfitting projects.
3. Contractor shall, upon request, design and technical consultation services, technical drawings (2D and 3D), cost estimates, project schedules and weight studies. Finite element analysis, weight distribution studies, stress analysis, and structural design shall be completed by a Registered Professional Engineer.

4. Contractor shall be capable of performing at their facility all metal fabrication, mechanical, hydraulic, pneumatic, electrical, and paint work required to complete a given project. All work shall be performed by journey-level tradespeople with at least five years' experience in their area of expertise.
5. Contractor must possess a fully equipped fabrication and installation facility, and employ a staff of qualified and certified technicians.
  - a. Technicians who perform welding work on projects must be certified by the American Welding Society (AWS) for each process being used.
  - b. Technicians who perform body equipment installation work on projects shall possess National Institute of Automotive Service Excellence (ASE) certification in Truck Equipment Installation and Repair and Auxiliary Power System Installation and Repair.
  - c. Technicians who perform electrical work on projects shall possess ASE certifications in Electrical/Electronic System Installation and Repair and Medium/Heavy Truck Electrical/Electronic Systems.
  - d. Technicians who install AC wiring and/or AC-powered equipment must have a basic knowledge of the National Electric Code, and knowledge of installation techniques pertaining to these systems.
  - e. Technicians who perform work on projects that involve modifications to truck chassis or connections to chassis systems must be ASE certified in the areas on which they are working.
6. All parts, components, equipment and accessories, whether supplied by the Contractor or by the County, must be completely installed, assembled and/or adjusted as required by manufacturer's specifications. All items must conform in strength, quality of material and workmanship to recognized industry standards.
7. Installations, whether done by the Contractor or its Subcontractor(s), shall be done within 100 miles of the City of Sacramento.
8. Metal Fabrication Work
9. Welding Work
  - a. Contractor must be able to perform the following welding and cutting processes: electric arc, GMAW/MIG/GTAW/TIG; carbon air-arc and plasma cutting.
  - b. All welding work will be performed in accordance with American Welding Society Standard D14.4-97 (Specification for Welded Joints in Machinery and Equipment, and any other AWS, ANSI or SAE standards applicable to welding practices, materials, and quality control procedures.
  - c. All weld beads shall even and continuous, without excessive splatter. All weld beads shall exhibit full penetration, and any weld splatter shall be removed prior to finishing.
  - d. All fabricated parts shall be ground smooth, and all holes will be deburred. The edges of all flame-cut parts shall be ground flat and smooth.
10. Electrical Work
  - a. Contractor must be able to perform high-quality installation of electrical systems and wiring, using "state of the art" components and installation techniques.
  - b. The minimum standard applicable to all projects will be Society of Automotive Engineers Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring).

- c. Contractor's staff must have experience with low voltage automotive direct current (12-48 VDC, and commercial alternating current (120-220 VAC) wiring and electrical systems.
- d. Wire and cable used in projects will be appropriate for the application, in accordance with SAE J1128 (Low Tension Primary Cable). All low voltage DC wiring will be GXL grade or higher.
- e. Technicians will properly route, secure and protect all wiring and wire harnesses. The use of adhesive-backed tie anchors, "Scotchlock" devices and electrical tape in any installation is strictly prohibited.
- f. Open, "crimp" type connectors are not acceptable for exterior connections.
- g. All electrical components, including wiring, shall be rated at 125% of maximum intended load.
- h. All wiring shall be color-coded and/or numbered; and shall terminate in sealed, weatherproof connections.
- i. All wiring used for stop, turn, tail and clearance lights on truck bodies shall consist of modular harnesses, with integrated, weatherproof connectors.
- j. Chassis wiring harnesses shall not be cut, tapped or spliced. Any connections to the chassis harness shall be made via connectors supplied by the chassis OEM.
- k. All exposed exterior wiring, and any wiring running inside compartments, shall be protected by a raceway, channel or conduit.
- l. In all areas where wiring is not protected by conduit, it shall be protected by heat-resistant (300°) loom.
- m. Hard plastic (snap-in or glue-in) or rubber grommets shall be installed wherever wiring passes through walls or partitions.
- n. All wiring shall be secured with plastic cable ties and/or rubber-coated aluminum or steel cable clamps. Self-adhesive tie mounts or wire clips are not acceptable.
- o. Wherever practical, wiring looms shall be tied together, and clamped to bulkheads and frame members, to insure maximum security and vibration resistance. Wire looms shall not be attached to hose bundles.
- p. All continuous runs of wiring shall be securely supported at intervals of 16 inches or less.
- q. All AC wiring shall be enclosed in liquid-tight flexible non-metallic conduit, unless otherwise noted.
- r. The OEM for all stop, turn, tail and clearance light assemblies (other than those installed by chassis OEM) shall be approved by the City.

#### 11. Painting and Finishing

- a. Contractor must be able to perform high-quality, automotive paint work using industry-standard two-component acrylic urethane finishes. All paint finishing work shall be completed in house and accomplished in an appropriately sized paint booth.
- b. Paint finishes shall be expected to last the life of the vehicle (average 10 years) in most cases, assuming normal wear and tear.
- c. High quality metal preparation procedures High-quality metal preparation procedures shall be employed to prevent peeling, bubbling and flaking of finish paint. High quality finish paint products shall be used,

to prevent fading and chalking. Finish paint shall not be applied to unprimed surfaces. All exposed bare metal surfaces shall be covered.

- d. All items that are finish painted by the manufacturer shall retain their original finish unless otherwise specified.
- e. Any paint finish that is damaged during the installation of a component shall be restored using the original color(s) and paint processes. "Spray can" touchups are unacceptable.
- f. All filters, identification tags and nameplates shall be masked before painting.
- g. All fabricated brackets and loose parts shall be finished prior to installation, to insure full coverage.
- h. All interior spaces and voids shall be primed and painted, to insure maximum corrosion resistance. Utility bodies shall be prepared and prime-painted by the manufacturer in accordance with the requirements noted within this solicitation. The underside of all truck bodies will be coated with an automotive underseal compound.
- i. All bodies, painted parts and accessories shall be finished with two (2) coats of acrylic urethane.
- j. Contractor must be able to provide, either themselves, or through a subcontractor; Electrostatic powder-coat painting and Line-X or Rhino-Lining spray on truck bedliners.

## 12. Materials and Products

- a. Contractor shall furnish all truck bodies, equipment, supplies and materials required to complete each project request, unless otherwise noted.
- b. All materials used on projects must be new, in undamaged condition, of the highest quality and appropriate for the application. No used, recycled or waste materials shall be used without the expressed permission of the City.
- c. Listed below are general product lines used by the City. If Contractor sources other manufacturers and/or similar products than those listed please include product offerings in response as Attachment 6.
  - a. Auto Crane – truck mounted cranes
  - b. Tommy Lift – Liftgates
  - c. Knapheide bodies – service and line bodies (132" and larger)
  - d. Vanair – Underdeck air compressors
  - e. Weatherguard – truck toolboxes, van interior and accessories
- d. Listed below are products that the City may not have a standardized product line for – please include product offerings in response as Attachment 6.
  - a. Emergency and warning lighting
  - b. Switch panels
  - c. Van Interiors
  - a. Hose and cable reels
  - b. Dump bodies and accessories
  - c. Generators and power equipment
  - d. Power Take Off Units
  - e. Auxiliary fuel tanks
  - f. Winches and Mounting Kits

### 13. Utility Bodies

- a. All utility, line, platform and dump bodies will be sourced from a major manufacturer.
- b. The utility body manufacturer must provide, on their website, a full catalog of their products, including brochures, feature lists, photographs and dimensional drawings of all bodies, components, options, and accessories.
- c. The underside of all bodies shall be undercoated.
- d. Utility bodies 132" in length and under shall include the following features
  - a. 14 gauge A40 galvalneal (both sides) steel body shell
  - b. Cargo floor (single rear – 12 gauge steel sheet; dual rear – 1/8" steel sheet). Cargo floor shall employ a return flange that interlocks with side compartments and eliminates the exposed seam between floor and side compartments.
  - c. Double-shell, 20 gauge A49 galvalneal (both sides) steel hat section reinforced doors.
  - d. Full length, all stainless steel continuous door hinges.
  - e. Paddle actuated, rotary style door latches with adjustable strikers.
  - f. Spring actuated over center door closures on all vertical doors.
  - g. The body mounting system shall allow quick, safe remounting of the body from one chassis to another. System shall meet Federal Motor Vehicle Safety Standard (FMVSS) No. 301 requirements.

### 14. Design Services

- a. Contractor shall provide design services on an as-needed basis. Contractor must employ a mechanical engineer, certified by the California Department of Consumer Affairs, Board of Professional Engineers. Contractor must show an established relationship with a third-party engineer or engineering firm should it not have a certified engineer on staff. Since many of the County's projects will call for cranes, large/heavy and/or custom chassis mounted components, this is considered a matter of operator and public safety.
- b. Provided layout drawings and specifications shall be reviewed thoroughly by the Contractor to confirm the feasibility and cost-effectiveness of each project. The Contractor shall recommend alternatives to the proposed specifications as necessary to insure a successful project outcome.
- c. For more complex projects, Contractor shall prepare engineering and approval drawings. When necessary, the Contractor's engineer shall conduct weight studies utilizing appropriate software applications.

### 15. Deliverables/Reports

- a. The City shall initiate upfitting projects and each project shall be identified by a project number which should minimally contain the unit number. That project number shall be referenced throughout the life of the project.
- b. Project request shall generally be accompanied by a set of general specifications, and occasionally, layout drawings. In most cases, the best solution for the project shall be discussed with the Contractor in advance. Subsequently, a specification based on the latest industry developments and available technology will be developed in conjunction with the Contractor.

- c. Contractor shall provide a cost estimate and a project schedule within 15 business days of receiving a project request.
- d. Estimates shall show the total price (including installation and paint if applicable) of all major components including, but not limited to: utility bodies, cranes, generators, liftgates, winches, and warning light systems. The cost of shop supplies and generic items such as wire, cable, fasteners, and plumbing components may be shown in a single category.
- e. Project schedules will show the production start date, significant milestones, pre-paint inspection date, and delivery date. Schedules may be adjusted, as mutually agreed upon by the Contractor and City to accommodate delays in the receipt of truck chassis.
- f. City shall review the cost estimate and project schedule prior to giving approval to proceed. Project specifications may be changed after the cost estimate is reviewed by the City. Changes may be based on the available project budget, and other factors.
- g. Should there be any significant changes required during the course of a project, the Contractor shall provide a revised cost estimate (and schedule if necessary) reflecting the changes.
- h. Contractor shall provide high resolution digital photographs of projects in progress upon request.
- i. Projects are generally planned such that the truck chassis and trailers can be drop shipped from the suppliers directly to the Contractor's facility. Contractor shall be responsible for transporting completed vehicles from its facility to the City.
- j. City shall have the right to inspect projects at any time during construction. Inspections will generally occur just prior to final painting, and occasionally, prior to delivery.
- k. Contractor shall provide three (3) business days notice prior to inspections.
- l. Approval or disapproval of engineering design, quality of workmanship and adherence to specifications will be binding on the Contractor.
- m. Completed projects shall be delivered within five (5) business days of acceptance.

#### 16. Local Representation

- a. Bidder shall have a local representative. This is needed for site visits; viewing current City fleet assets for specification/operation; meeting to review specifications; and any other operational need.

#### 17. Warranty

- a. Contractor shall provide warranty on all products and services provided – warranties shall fall within guidelines below and typically start from in service date versus delivery but will be decided per build.
  - a. Structural Warranty: 3-5 years
  - b. Components and Finish: 1 year
  - c. Installation and Mounting: 90 days
  - d. Paint/Rust-Through: 2-6 Years

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 5,000,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. **Use Tax Direct Payment Permit:** For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## Attachment 1 to Exhibit B

### **Billable Rates**

For work authorized by the City in accordance with the terms of this Agreement, CONTRACTOR shall be paid at the rates listed below.

**Hourly Labor Rate**                      \$195.00 per hour\*

*\* The Parties may adjust this rate by mutual written agreement. Requests for rate adjustments must be submitted to the City's Contract Manager no fewer than **45 days** prior to the proposed effective date. Annual increases shall not exceed **5%**.*

### **Material, Parts, and Bodies**

Contractor shall provide all parts, materials, and bodies at or below reasonable fair market value, defined as the price in an arm's-length transaction between a willing buyer and seller. Contractor warrants that:

- Pricing offered to the City is no less favorable than that offered to any other customer for comparable goods; and
- If lower pricing is offered elsewhere, Contractor shall extend the same lower pricing to the City.

### **Estimate and Invoice Requirements**

Prior to each build, the City will request a written quote and an estimated schedule for the required body and/or upfit.

- All estimates and invoices shall reflect the hourly labor rate and any applicable discounts.
- Work may not commence until the City's authorized representative approves the estimate.
- Any additional work not included in the approved estimate requires prior written authorization from the City.
- The City is not responsible for any costs associated with unauthorized work or materials.

### **Invoice Requirements**

Contractor shall submit invoices consistent with the terms of this Agreement and all applicable exhibits.

- The City is not obligated to pay any invoice submitted more than **30 days** after services were rendered or goods delivered, or more than **60 days** after termination of the Agreement, whichever occurs first.
- For timely processing and payment, invoices must be submitted to: **fleet@cityofsacramento.org**

## EXHIBIT C

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
  - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
  - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
  - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
  - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
  - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Triton of Calif Insurance Services, Inc.</b> 5000 San Juan Avenue Fair Oaks, CA 95628 License #: 0F41767	CONTACT NAME: <b>Bryan Del Biaggio</b> PHONE (A/C, No, Ext): <b>(916)485-1705</b> E-MAIL ADDRESS: <b>bryan@tritoninsurance.com</b>	FAX (A/C, No): <b>(916)485-0198</b>	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Atlantic Casualty Ins Co</b>		NAIC #
<b>INSURED</b> <b>JP OUTFITTERS INC.</b> <b>DBA: ONE STOP TRUCK &amp; EQUIPMENT</b> 5302 ROSEVILLE ROAD NORTH HIGHLANDS, CA 95660	<b>INSURER B : Atlantic Casualty Insurance Company</b>		<b>42846</b>
	<b>INSURER C : Technology Insurance Company</b>		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 00005650-0 REVISION NUMBER: 12


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. \*LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. \*Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3180001778-1	09/05/2025	09/05/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			3180001778-1	09/05/2025	09/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4673780	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> F.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Dealers Phy Damage			3180001778-1	09/05/2025	09/05/2026	<b>400,000</b>
A	Garage Keepers			3180001778-1	09/05/2025	09/05/2026	Direct Primary <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Certificate Holder is listed as additional insured per attached endorsement**

CERTIFICATE HOLDER

CANCELLATION

CITY OF SACRAMENTO, ITS OFFICIALS, ITS EMPLOYEES, AND VOLUNTEERS C/O EXIGIS LLC PO BOX 4668 ECM-35050 NEW YORK, NY 10168	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (BKD)
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

#### AUTO DEALERS COVERAGE FORM GARAGE COVERAGE FORM

#### SCHEDULE

Name Of Person(s) Or Organization(s):	Premium
City of Sacramento, its officials, its employees, and volunteers C/O Exigis LLC PO Box 4668 ECM-#35050  NEW YORK NY 10168	50.00

**A. Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "garage operations" or "auto dealer operations".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

**Signature:**   
Mariah Salazar (Jun 3, 2026 12:18:32 PDT)

**Title:** Bid Coordinator

**Additional Signature (if required):**

**Title:**

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

**Signature:** *Paul A. Gale*

**Title:** Sr. Dep City Atty

**Reviewed By:**

**Signature:**

**Title:**

**Approved By:**

**Signature:**

**Title:**

**Additional Signature (if required):**

**Title:**