



REQUEST FOR BID (RFB) NO. 24-030

FOR

LUBRICATING OIL AND MISCELLANEOUS

PRODUCTS

RFB ISSUED: 3/28/25

BIDS DUE: 4/21/2025 3:00 PM

BID SUBMITALS TO:

CITY OF TURLOCK
ATT: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting bids for qualified vendors to provide lubricating oil and miscellaneous products on an as needed basis.

BACKGROUND

In the heart of California’s Central Valley, Turlock is the second largest city in Stanislaus County located 100 miles south of Sacramento, CA covering an area just over 16 square miles with a population of over 73,000. Turlock is a General Law City that operates under the Council/Manager form of government.

RFP TIMELINE

This RFB will be governed by the following schedule:

- ❖ RFB Issued: 3/28/2025
- ❖ Proposals Due: 4/21/2025 3:00 PM
- ❖ Approval of Contract: 6/10/25

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to: purchasing@turlock.ca.us.

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Bid (RFB), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Bid (RFB).

SCOPE OF SERVICE

The City invites you to submit a bid for lubricating oil and miscellaneous products. The City of Turlock Municipal Services, Fleet Maintenance Division are requesting potential bidders to provide a quote on lubricating oil and miscellaneous products. Quantities are not listed on the product list form, Exhibit “A”, however the average annual usage is approximately \$35,000.00 per year.

All deliveries and waste disposal pickups will be scheduled by City personnel. Any additional cost associated with the recycled oil program must be listed on the bid form in Exhibit A.

GENERAL REQUIREMENTS

1. Deliveries are to be made to the Fleet Maintenance Division, located at 701 S. Walnut Road, Turlock.
 - a) All lubricants and coolants will be delivered in suitable containers, clearly marked as to brand name, product contained, the NFPA (National Fire Protection Association) Hazard Identification and approval numbers (if applicable).
 - b) Any bulk containers used for refill shall be included in the bid price.
 - c) Container markings must clearly indicate the contents of the container and markings must be weather-resistant to prevent fading or erosion over time.
 - d) Containers are to be in good condition, with all openings fully functional, at time of delivery.
 - e) Containers will be delivered in a way that prevents unnecessary stress or damage to the product. Pushing of containers off the edge of a delivery truck will not be permitted.
2. All grease drums and containers must have removable interior liners. All drums or other containers must be delivered on a consignment basis. Old containers will be collected upon the delivery of the new containers. No exceptions. Minimum one for one.
3. Detailed physical characteristics for each product offered shall accompany bids as well as all Material Safety Data Sheets (MSDS). Specifications for each item are to be provided with bid. Failure to provide documentation may result in rejection of bid.
4. Engine lubricating oil shall be derived from petroleum fractions. Synthetically produced fraction or a combination of the two (2) types of products. They may be virgin or refined stocks or a combination thereof. The stocks shall be compounded with such functional additives, etc., as necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the California Code of Regulations (CCR) Section 5194.

LUBRICANT SPECIFICATIONS

ITEM 1 – CUMMINS HEAVY DUTY NATURAL GAS ENGINE OIL 15W-40 GEO

The oil to be manufactured from performance proven additive package and highly refined base stocks that can meet and /or exceed the requirements for the Cummins B 5.9/8.3 & ISL G Compressed natural gas engines it shall meet or exceed Cummins CES 20074 approval.

Properties	Test Methods	Maximum	Minimum
Gravity, API	ASTM D1298	30	28.7
Flash, Point (°C) °F	ASTM D92	425	218
Pour Point, (°C) °F	ASTM D97	(-37)-35	(-30) -17
Viscosity			
cSt @ 40 °C	ASTM D445	120	110
cSt @ 100 °C	ASTM D445	15.4	15.0
SUS @ 100 °F	(CALC)	577	568
SUS @ 210 °F	(CALC)	78.7	76
Viscosity Index	ASTM D2270	142	134
Sulfated Ash %	ASTM D874	.06	.04

ITEM 2 – EXTREME PRESSURE GEAR LUBE, SAE 85W, 75W-140

The compound from paraffinic has a high natural viscosity index. It must be safe for use on sensitive metals and limited slip differentials to provide superior lubrication and operations, and must meet or exceed the requirements of API MT-1 and GL-5.

Properties	Test Methods	Maximum	Minimum
Gravity, API	ASTM D1298	26.3	24.1
Flash, COC, °F	ASTM D92	455	400
Pour Point, (°C) °F	ASTM D97	-10	0
Viscosity			
cSt @ 40 °C	ASTM D445	667	331
AcSt @ 100 °C	ASTM D445	29	24.7
SUS @ 100 °F	(calc)	1782	1668
SUS @ 210 °F	(calc)	138	122
Viscosity Index	ASTM D2270	100	95
Brookfield Viscosity	ASTM D2983		

CP @ -15°F		Solid	
CP @ -10°F		75,100	74,000
CP @ -32°F		9,060	8,600
Copper strip Corrosion 3 hrs. @ 250 °F Max.	ASTM D130	1B	

ITEM 3 – WHEEL BEARING GREASE-HIGH TEMPERATURE

All wheel bearing lubricants shall be of the National Lubricating Grease Institute (N.L.G.I.) or approved equal as established in ASTM D4950 automotive grease standards.

Properties	Test Methods	Maximum	Minimum
Oil Viscosity, cSt @ 40°C	D445	212	165
cSt @ 100°C	D445	16	12.9
SUS @ 100°F	(calc)	973	764
SUS @ 210°F	(calc)	78	75
Viscosity Index	D2270	59	58
Four Ball Wear, mm	D2266	54	45
Four Ball EP Weld Point, kg	D2596		
Load Wear Index			
Work Penetration	D217	285	250
Dropping Point °F	D566	600	512

ITEM # 4 SB-100 GENUINE UNIVERSAL TRACTOR HYDRAULIC OIL

Properties	Test Methods	Maximum	Minimum
Viscosity			
cSt @ 40°C	ASTM D445	59.6	57.8
cSt @ 100°C	ASTM D445	9.53	
Brookfield Viscosity Cp @ -18.9°C (0°F)	ASTM D2983	4500	4250
Gravity, API	ASTM D1298	29.0	28.0
Viscosity Index	ASTM D2270	144	135
Pour Point, °F	ASTM D97	-25	-35
Flash Point °F	ASTM D92	425	392

ITEM # 5: MOTOR OIL, 15W-40 DIESEL ENGINE OIL

Oil to be manufactured from performance proven additive packages and highly refined base stocks that can meet and/or exceed the requirements of API CJ-4, CI-4 PLUS, CI-4, CH-4, CF/SM, SI Caterpillar ECF-3, Cummins CES 20161, Cummins CES 20086, Detroit diesel power guard oil specification 93K218, Mack EO-O Premium Plus, vDS-4, VDS-3, VDS-2.

Properties	Test Methods	Maximum	Minimum
Appearance	Brown		
Viscosity Index	ASTM D2270	137	130
Flash Point °C	ASTM D92	236	204
Pour Point, °C	ASTM D97	-30	-30
Oil Viscosity cSt @ 40°C	ASTM D445	128	114
cSt @ 100°C	ASTM D445	15.8	15.0
CCS, cP	ASTM D5293	6500	
Viscosity Index	ASTM D2270	137	130
Sulfated Ash %	ASTM D874	1.0	1.0

ITEM # 6: UNIVERSAL COOLANT

This coolant must meet both ASTM D 3305 for automotive service and ASTM D 4985 for heavy-duty diesel service. *If the specified coolant is not available at time of order, any alternative coolant shall be sold to the City at the same price per gallon as originally quoted.*

ITEM # 7: MULTI-VEHICLE FULL SYNTHETIC ATF

DEXRON – VI Multi-Vehicle Full synthetic ATF is recommended for use in: GM DEXRON – VI, DEXRON III/III(H)/IIE, DEXRON II, Ford MERCON LV, JASO M315-2013 1A-LV, Toyota ATF WS, MB 236.5, Allison C-3 & C-4, Mitsubishi Diaqueen J3, and Nissan Matic Fluid S.

Typical Data	
Kinematic Viscosity, D-445 cSt @ 100°C	6.0
Kinematic Viscosity, D-445 cSt @ 40°C	29.11
Viscosity Index, Calculated, D2270	153
Brookfield Viscosity, D-2893 cPat @ -40°C	10,000
Color	Red

ITEM # 8: MOTOR OIL, 5W-20 SYNTHETIC BLEND ENGINE OIL

Oil to be manufactured from performance proven additive packages and highly refined base stocks that can meet and/or exceed the requirements of API SP/SN PLUS/Resource Conserving, ILSAC GF-6A, Chrysler MS-f395, Fiat 9.55535-CR-1, Ford WSS-M2C960-A1, Ford WSS-M2C961-A1 and GM 6094M.

Properties	Test Methods	Maximum	Minimum
Appearance	Brown		
Viscosity Index	ASTM D2270	147	140
Flash Point °C	ASTM D92	250	217
Pour Point, °C	ASTM D97	-35	-35
Oil Viscosity cSt @ 40°C	ASTM D445	55	41
cSt @ 100°C	ASTM D445	9	8
CCS, cP	ASTM D5293	6300	
Viscosity Index	ASTM D2270	147	140
Sulfated Ash %	ASTM D874	1.5	.05

FORMAL BID GUIDELINES

Suppliers bid must adhere to the following order and content of sections.

A. Examination of Documents

The bidder is responsible for making all necessary examinations and reviews of the documents relating to the purchase of lubricating oil and miscellaneous products. Failure to do so will not act to relieve any requirement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

B. Bids

Bids shall be sealed and filed with the Purchasing Officer in accordance with the request for bid. No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City. This request for bid shall result in a firm, fixed price contract.

C. Bid Form

All bids must be submitted on the attached bid form, Exhibit A. It is the responsibility of the bidder to ensure that the bid documents are delivered to the place detailed in the

request for bid prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

D. Mistake in Bid

A bidder shall not be relieved of its bid without the consent of the City nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

E. Competitive Bidding

If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

F. Licenses and Permits

A City of Turlock business license and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

PROCESS FOR SUBMITTING PROPOSALS

Sealed bids for this RFB shall be filed with the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3:00 PM on Monday, April 21, 2025. No late bids will be accepted. Proposers shall submit one (1) original and one (1) electronic copy via USB of Exhibit A.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFB process at any time, for any reason, without notice and with no obligations.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFB if the bids received are inadequate.

A. Responsiveness Screening

Bids will first be screened to ensure responsiveness to the RFB. The City may reject as non-responsive any bid that does not include the documents required to be submitted by this RFB. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their bids.

B. Bid Review

Staff will review all responsive written bids and may contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a bid, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, staff at this point will make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFB.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFB. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFB Facilitator, regarding this RFB until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's bid, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFB prior to the bid due date.

B. Cost for Preparing Bid

The cost for developing the bid is the sole responsibility of the Proposer. All bids submitted become the property of the City.

C. Agreement

The City will require an agreement from the vendor found most qualified. A copy of the City's standard supplier agreement is attached hereto. Please be advised the following provisions of the City's supplier agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

**RFB 24-030 Lubricating Oil & Miscellaneous Products
Exhibit A**

Name of Firm: _____

Contact Person(s): _____

Address: _____

Phone: _____ Fax: _____

Email: _____

City of Turlock Business License No. (if applicable): _____

(Signature)

RFB 24-030 Lubricating Oil & Miscellaneous Products
Exhibit A (continued)

Item No.	Description	Price Quote Per Gallon	Price Quote Per Drum
1	Cummins Heavy Duty Natural Gas Engine Oil 15W-40 GEO	\$	\$
2	Extreme Pressure Gear Lube, SAE 85W, 75W-140	\$	\$
3	Wheel Bearing Grease High Temperature	\$	\$
4	SB-100 Genuine Universal Tractor Hydraulic Oil	\$	\$
5	Motor Oil, 15W-40 Diesel Engine Oil	\$	\$
6	Universal Coolant	\$	\$
7	Multi-Vehicle Full Synthetic ATF	\$	\$
8	Motor Oil, 5W-20 Synthetic Blend Engine Oil	\$	\$

Detailed physical characteristics for each product offered shall accompany bids as well as all Material Safety Data Sheets (MSDS).

Describe recycling program and list any costs associated: This program should include the disposal of all waste oil and filter disposal.

Awarding vendor must provide the following:

1. Bulk tanks and pumps to be plumed and install free of charge; and
2. Waste oil and filter containers
3. Free waste oil pickup

No cleaning fee or drum deposit with bulk oil deliveries.

Any additional charges not described above:



**SUPPLIER AGREEMENT BETWEEN THE CITY OF TURLOCK
and

for
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS**

City Contract No. _____

THIS SUPPLIER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“CITY”), and _____, a _____ (“SUPPLIER”), on this _____ day of _____ 20__ (the “Effective Date”). CITY and SUPPLIER may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

WHEREAS, CITY has a need for lubricating oil and miscellaneous products; and

WHEREAS, SUPPLIER has made a proposal to CITY to provide lubricating oil and miscellaneous products. A description that of which SUPPLIER proposes to provide is included in Exhibit ____ attached hereto and incorporated herein by reference; and

WHEREAS, CITY desires to purchase lubricating oil and miscellaneous products from SUPPLIER, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

1. RECITALS: The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 37 of this Agreement, Sections 1 through 37 shall prevail.

2. PURCHASE OF PRODUCT: SUPPLIER agrees to sell, and CITY agrees to purchase lubricating oil and miscellaneous products, as described in Exhibit ____.

3. SAFETY REQUIREMENT: All services and products must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed _____ and No/100th Dollars (\$_____). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment: All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

5. TERM OF AGREEMENT: The term of this Agreement shall be ____ () years and will commence on the Effective Date and terminate on the ____ day of _____, 20__ (Term), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for ____ () additional one-year term(s), on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager and SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SUPPLIER, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to CITY.

(a) Commercial General Liability Insurance: SUPPLIER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. SUPPLIER's general liability policies shall be primary and not seeking contribution from the City's

coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(b) Workers' Compensation Insurance: SUPPLIER shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). SUPPLIER shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Commercial Auto Insurance: SUPPLIER shall maintain commercial auto liability coverage for owned, leased, hired, and non-owned, borrowed autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If SUPPLIER owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Umbrella or Excess Policy: SUPPLIER may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and Automobile Liability insurance. No coverage or policies maintained by the City ("Additional Insureds"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the SUPPLIER's primary and excess liability policies are exhausted.

(e) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SUPPLIER shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(f) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of SUPPLIER's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or

SUPPLIER shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(g) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

(h) Verification of Coverage: SUPPLIER shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUPPLIER's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(i) Waiver of Subrogation: With the exception of professional liability, SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(j) Subcontractors: SUPPLIER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(k) Additional Insurance Requirements: Within five (5) days of the Effective Date, SUPPLIER shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and SUPPLIER shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of SUPPLIER and shall be endorsed to state such; (c) cover products and completed operations of SUPPLIER, premises owned, occupied, or used by the SUPPLIER, or automobiles owned, leased, or hired or borrowed by the SUPPLIER; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of SUPPLIER's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

8. INDEMNIFICATION: To the full extent permitted by law, SUPPLIER shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials,

agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by SUPPLIER or by any individual or agency for which SUPPLIER is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of SUPPLIER.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and Services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the Services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. TERMINATION: Either Party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by SUPPLIER in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NO CONFLICT OF INTEREST. SUPPLIER represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. TIME: Time is of the essence in this Agreement for each covenant and term of a condition herein.

14. EXCUSABLE DELAYS; NOTICE TO OTHER OPARTY OF DELAY.
SUPPLIER shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of SUPPLIER. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) SUPPLIER's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) SUPPLIER's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the SUPPLIER.

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

16. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until an Amendment is so executed, CITY will not be responsible to pay any charges SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

17. EXECUTION AND COUNTERPARTS. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic

signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. WAIVER: No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

20. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for SUPPLIER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

21. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

22. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

23. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

24. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

25. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

26. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

To City:

City of Turlock
Attention: Department Director
156 South Broadway, Suite ____

Turlock, California 95380

With courtesy copy to:

City of Turlock, City Attorney's Office
George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Supplier:

Attention: _____

27. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Name of City Employee _____
Department _____
156 S. Broadway, Suite _____
Turlock, California 95380 _____
Telephone: (209) 668-_____
E-mail: _____@turlock.ca.us

28. MODIFICATION: No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

29. AUTHORITY: All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

30. VENUE. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

31. SEVERIBILITY: If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

32. ENTIRE AGREEMENT: This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

33. SUPERSEDES PRIOR AGREEMENT: It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

34. MANDATORY AND PERMISSIVE: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

35. SUCCESSORS AND ASSIGNS: All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

36. ATTORNEY’S FEES AND COSTS: If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

37. NECESSARY ACTS AND FURTHER ASSURANCES: The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

SUPPLIER _____

By: _____

Title: _____

Print name: _____

Date: _____