

**CONTRACT BETWEEN
THE CITY OF ELK GROVE
AND
LES SCHWAB TIRE CENTERS OF CALIFORNIA, INC.
FOR GOODS AND SERVICES**

23

This Contract for Goods and Services (“Contract”) is made and entered into this _____ day of June 2021 (“Effective Date”) by and between City of Elk Grove, a California municipal corporation (“City” or “Buyer”), and Les Schwab Tire Centers of California, LLC, a California limited liability company (“Seller”).

RECITALS

A. Seller proposes to provide to City new tires (“Goods”) and roadside services (“Services”), a more detailed description of the Services and Goods is described on Exhibit A (Scope of Work), which is attached hereto and incorporated herein by reference; and,

B. City agrees to accept the Goods and Services from Seller, subject to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Seller contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Seller hereby agree as follows:

AGREEMENT

1. Recitals and Exhibits. The above Recitals and Exhibits identified herein, are true and correct and incorporated into this Contract by reference.

2. Purchase and Sale. Seller agrees to provide, and Buyer agrees to accept the Goods and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. The Seller shall be paid monthly for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, at the rates set forth on Exhibit B, but in no event shall total compensation exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), including all applicable sales tax which shall be itemized on the invoice sent to City. Said amount shall be paid upon submittal of a monthly invoice showing, as applicable, completion of the tasks that month, including the services rendered, Goods provided, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. If Seller’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

4. Term. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate, at 11:59 p.m. on June 30, 2026, unless earlier terminated pursuant to Section 6 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Seller prior to the initial termination or any extended termination date.

5. Schedule of Performance. Seller shall perform all work to be completed under the Scope of Work in accordance with the Schedule of Performance, as attached hereto and incorporated herein by reference as Exhibit C.

6. Termination. This Contract may be terminated by City, at no additional cost to City, with or without cause, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

City may temporarily suspend this Contract, at no additional cost to City, provided that Seller is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Seller shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for herein.

Notwithstanding any provisions of this Contract, Seller shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Seller, and City may withhold any payments due to Seller until such time as the exact amount of damages, if any, due City from Seller is determined.

In the event of termination, Seller shall be compensated as provided for in this Contract for the actual Goods and Services received and accepted by City.

7. Delivery of Goods. Upon the City's written request, Seller shall either 1) deliver and install the Goods as ordered by the City at the location(s) specified by City, with transportation, delivery and all other costs and fees included in the prices set forth in "Exhibit B" attached hereto, and/or 2) install the Goods as ordered by the City at Seller's facility located within the City of Elk Grove. In event that the Goods and Services are provided at Seller's facility, upon written request of the City, Seller shall transport City vehicles to its facility and return to the location specified by the City at no additional charge. Seller shall completely install the Goods in a fully functioning manner consistent with the manufacturer specifications included in this Contract, all to the complete satisfaction of Buyer. The City's Fleet Manager or designee shall coordinate all orders for Goods and Services with Seller. The Goods shall be delivered by Seller to Buyer free of any liens or encumbrances.

8. Inspection and Acceptance. The Goods and Services shall be received by Buyer subject to Buyer's reasonable inspection, testing, approval, and acceptance of the Goods and Services. If the Goods are rejected by the Buyer as nonconforming, Buyer may return the Goods to Seller at Seller's risk and expense, and the Goods shall not be replaced or repaired by Seller without written authorization from Buyer. If the Services are rejected by the Buyer as

nonconforming, Seller may cure the nonconformance at Seller's risk and expense within 15 calendar days' notice by City of the nonconformance. Upon written notice to Buyer that the Goods have been installed or Services completed, Buyer shall have thirty (30) calendar days to inspect and accept the Goods and Services. If Buyer does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days, the Goods and Services shall be deemed accepted ("Date of Acceptance").

9. Title/Risk of Loss. Title, ownership, and risk of loss or damage the Goods shall remain with Seller until the Goods are delivered to, installed, inspected, and accepted by Buyer, except when such loss or damage is due to the fault or negligence of Buyer. Once accepted by Buyer, title, ownership, and risk of loss shall transfer to Buyer.

10. Workers' Compensation. For all installation, maintenance or other work related to the Services performed by Seller in conjunction with this Contract, Seller shall maintain Workers' Compensation insurance as required by California law.

11. Indemnification. Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, and City's consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or his subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the Contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination, expiration, or suspension of Contract.

In any and all claims against the City, and/or its consultants, contractors, officers, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes, to the extent permitted by California Law.

12. Warranties. In addition to any other warranties set forth herein, Seller warrants that the Goods and Services, including any component or replacement parts, furnished,

manufactured or provided by Seller shall be free from defects in material and workmanship for life, provided that City owns the Goods. All Goods and Services with such defects shall be replaced by Seller at no charge to City, and all associated labor and installation expenses for defective Goods will be provided to City for three years from the effective date of this Contract. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of Buyer. Buyer reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

13. Insurance. Prior to commencement of any work under this Contract, Seller shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, which is attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1C) (or Garage Liability)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability (2C) (or Garage Liability)	\$1,000,000 Scheduled, Hired and Non-Owned		Additional Insured
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Garagekeepers (9A)	\$100,000	\$100,000	Deductible \$5k or less

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Seller shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

14. Evidence of Insurance Coverage. Seller or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Seller's proof of insurance. Seller shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

15. Security Access Policy. Seller, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with Buyer's Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as Exhibit F. Seller's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

16. Remedies. In the event of a material breach of this Contract by Seller, Buyer may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit Buyer's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

17. Compliance with Laws. Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

18. Notice of Material Change in Business. In the event of a material change in Seller's business, written notice shall be given to Buyer of the proposed change. Buyer, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with Section 22 of this Contract. A material change in business must comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of this Contract.

19. Attorneys' Fees. If any party to this Contract shall take any action to enforce this Contract or for any relief against any other party, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in such action, suit and/or enforcement of any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid by the losing party whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this section, attorneys' fees shall also include, but not be limited to, fees incurred in the following: (a) appeals or post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation. The provisions of this section shall survive any expiration, suspension, and termination, of the Contract as provided for herein.

20. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Contract shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) three (3) business days after the same have been deposited in a United States Post Office with certified mail, return receipt requested, postage prepaid and addressed to the parties as set forth below; or (c) the next business day after same have been deposited with a national overnight delivery (Federal Express, UPS, and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO SELLER: LES SCHWAB TIRE CENTERS OF CALIFORNIA, INC.
 Attn: Mike Bussee, Store Manager
 8410 Elk Grove Blvd.
 Elk Grove, CA 95759

TO BUYER: CITY OF ELK GROVE
Attn: Facilities and Fleet Manager
8401 Laguna Palms Way
Elk Grove, CA 95678

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

21. Notice to Proceed. Prior to commencing work under this Contract, Seller shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary insurance has been received. City shall not be obligated to pay Seller for any goods or services provided prior to issuance of the Notice to Proceed.

22. Entire Agreement. This Contract contains the entire agreement between Buyer and Seller in connection with the transaction contemplated hereby and the subject matter hereof and this Contract supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between Buyer or Seller to any term or condition contrary to or in addition to the terms and conditions contained in this Contract. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in this Contract.

23. Modifications. This Contract shall not be modified in any manner except by a writing signed by both Buyer and Seller.

24. Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under this Contract without Buyer's prior written consent.

25. Severability. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

26. Waivers. A waiver or breach of a covenant or provision in this Contract shall not be deemed a waiver of any other covenant or provision in this Contract and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

27. Construction. The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. The singular form shall include plural, and vice versa. Unless otherwise indicated, all references to sections are to this Contract. All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.

28. Drafting. Buyer and Seller acknowledge and agree that this Contract has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Contract is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Contract, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Contract.

29. Counterparts. This Contract may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

30. Time of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof, particularly, and without limitation of factors contributing to the need for timely compliance of this Contract.

31. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties to this Contract and their respective heirs, successors in interest, and assigns. This Contract may only be assigned upon written approval and agreement of the parties, which approval will not be unreasonably withheld. Any purported assignment of this Contract without the prior written approval of all parties shall be null and void.

32. Governing Law. The parties acknowledge that this Contract has been negotiated and entered into in the State of California, County of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be with a court of competent jurisdiction in the County of Sacramento.

33. No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of Buyer and Seller. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

34. No Joint Venture, Partnership or Other Relationship Created. The relationship between Buyer and Seller is that solely of a Seller and a Buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in Elk Grove, California, by affixing their signatures below, and this Contract shall be deemed effective as of the date on which each of the parties execute this Contract as indicated by the dates below. In the event that the parties do not execute this Contract on the same date, the effective date of this Contract shall be the latest date on which one of the parties executes this Contract.

[Signatures to follow on next page]

SELLER

6/5/2021 | 10:24 AM PDT

Dated: _____, 2021


By: 

Mike Busse, Store Manager

CITY
CITY OF ELK GROVE

6/24/2021 | 4:02 PM PDT

Dated: _____, 2021

By: 

Jason Behrmann, City Manager

APPROVED AS TO FORM:



Jonathan P. Hobbs, City Attorney

6/5/2021 | 5:38 PM PDT

Date

ATTEST:



Jason Lindgren, City Clerk

6/24/2021 | 4:54 PM PDT

Date

EXHIBIT A
SCOPE OF WORK

The intent of these provisions is to describe the specifications and need for new replacement tires for passenger cars, light and medium duty trucks, pursuit tires for emergency response vehicles and tire services including road services, repairs, and related items for various equipment owned and/or operated by the City.

Seller shall provide pick-up and delivery service as requested to the City of Elk Grove, City Hall located at 8401 Laguna Palms Way, Fleet Facility located at 10190 Iron Rock Way, Corporation Yard located at 10250 Iron Rock Way, and other sites as required. Pick up and deliveries shall be free of charge to the City, and there shall be no minimum order required.

All deliveries under the Contract shall be accompanied with an invoice. All invoices shall include the Seller's name, the City's purchase order number, the date of order, City unit number, an itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount(s). A receipt shall be given to City personnel for items that are being picked up and removed from City premises.

The Seller shall have a facility within the boundaries of the City of Elk Grove to handle all tire removal, repair and installation. The Seller shall be established, maintain sufficient inventory of tires utilized by the City, and be open at a minimum between the hours of 7:00 AM and 5:00 PM, Monday thru Saturday, to adequately support the City's fleet of vehicles and equipment. Sub-Contracting for these services shall not be accepted without the prior written consent of the City at City's sole discretion.

The Seller shall provide tires from manufacturers who utilize material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

The Seller shall comply with the following requirements:

- a. All tires provided shall be new first quality tubeless type, unless otherwise specified, and shall be equal to Pirelli, Cooper, Goodyear, Bridgestone/Firestone, Caldera, Continental/General, Falken, Federal, Hankook, Michelin, Pirelli, TBC, Tow Max, Mastercraft, Treadstar and Toyo. Tires supplied shall meet or exceed federal specifications as amended, and all California Department of Transportation Tire Regulations and Safety Standards, as applicable, including Title 13, California Code of Regulations and the California Vehicle Code. All pursuit tires that are provided shall be approved by the California Highway Patrol. Pursuit tires must also be approved by the Elk Grove Police Department for use on their police vehicles before they will be accepted for use in the City's fleet and Seller must seek such prior written approval.

- b. Tires supplied shall not be of a discontinued tread design and shall not be more than six (6) months old from the date of shipment from the manufacturer. Tires supplied shall be guaranteed against defects in workmanship and materials for the life of the tread. Adjustments for tire failures shall be made on a prorated basis, based on the tread remaining and predicated on the City's original cost of the failed tire.
- c. If the Seller does not have the required tire(s) in stock, and the City's need is immediate, the Seller shall obtain the required tire(s) from other local tire dealer(s). There shall be no additional charge for this service. If the tires are on back order from the manufacturer, the Seller shall be responsible for supplying documentation to the City from the manufacturer stating that the tire(s) are on backorder. Seller shall also be required to substitute another tire of the same size with similar tread design and same load range. If the successful Seller does not have the required tires on a regular basis, and/or frequently obtains tires from other dealers, the City may determine that the Seller does not "maintain adequate stock" and terminate the Contract.
- d. Seller shall be an established tire supply vendor and experienced in all phases of dismounting/mounting and balancing of passenger, truck and implement tires.
- e. Authorized representative(s) of the City of Elk Grove shall be permitted, by Seller, to inspect the Seller's facility and any subcontractor's facility and plant prior to the award of this Contract. After the award of the Contract, authorized representative(s) of the City shall be permitted to inspect the Seller's facility and any subcontractor's facility and plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. If recurring problems persist, the Contract may be terminated.
- f. The Seller's facility, and any subcontractor's facility and/or plant shall have the necessary capacity, machinery and tools at the time of contract award to fulfill the City's needs and requirements, as well as Seller's current workload. The Seller shall demonstrate that it has the ability and capacity to meet the City's needs and requirements. The Seller shall also have the capability to sustain its current workload and the additional workload of the City.
- g. Unless the manufacturer discontinues the goods/commodities, all goods/commodities specified by the Seller shall be available to the City during the life of the Contract and extensions. All material, color, labor, and construction shall equal or exceed the standards set forth in this Contract as accepted by the City. Except as provided herein, no substitutions shall be allowed unless approved in writing by the Facilities and Fleet Manager. Unauthorized substitutions shall be grounds for immediate termination of the Contract.
- h. Seller shall provide the City with a copy of their most recent new tire brochure or documentation that shows tire products and tread designs for items.

The Seller shall address repair and services under the following specifications. This section describes incidental repairs and services to tires only.

- a. Flat tires shall be patched/repared, using industry accepted practices, typically cleaning and filling the hole and patching the area on the inside surface of the tire. No tire shall be repaired with a “plug” or a “string” type repair method. Pursuit tires for law enforcement use shall not be repaired.
- b. Mounting and dismounting of tires from the wheel or to the wheel shall be done using industry accepted and safe practices.
- c. Removing and replacing wheel and tire assembly on City owned vehicles. Cost shall be single price regardless of the tire position (inner or outer). All wheel nuts must be torqued to the manufacturer’s recommended torque specification. The torque specification shall be noted on the Seller’s work order.
- d. Balancing shall be done off vehicle and on dynamic balancer.
- e. Emergency road service shall be defined as a call out for tire repair or services within the greater Sacramento area that requires response within one (1) hour or less from the time of placing the call.

The City shall furnish access to all areas of facilities where Seller is to perform work as required by the Contract in accordance with the Security Access policy of the City, as attached to the Contract. Keys and / or access key cards must be kept in confidence, and immediately reported to the City if lost or stolen, in accordance with the Contract.

Seller shall bear the risk of loss and assume all liability for any City vehicle while such vehicle is in the possession and control of Seller or Seller’s employee’s or agents.

Seller shall provide City with all manufacture’s warranties on all tires purchased by the City under this Contract and shall honor the warranties and bill the manufacturers directly for repair/replacement related work.

Any quantities listed in this Contract are estimated or projected and are provided for informational purposes only. No guarantee of quantities to be purchased by City is given or implied by City Prices listed in “Exhibit B” shall be applied regardless of quantity ordered by City. Additionally, this is a non-exclusive Contract and City has the right to contract with other providers for the same or similar Goods and Services.

MISCELLANEOUS:

Piggybacking is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. If feasible, Seller shall extend the pricing, terms and conditions of this contract to other government agencies. Changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third-party contract.

EXHIBIT B**PRICE**

Item No.	Quantity	Description	Brand Product Code	Unit Price
1.	16	P195/65R-15 91H	Caldera Confidence C89G5ATA	\$ 60.29
2.	16	P215/60R-16 95V	Mastercraft Stratus 9000003464	\$ 81.89
3.	16	P215/65R-16 102H	Caldera Confidence C8AG6ATA	\$ 94.49
4.	16	P225/60R-16 97V	Caldera Confidence C8BH6ATA	\$ 75.59
5.	16	P215/65R-17 99H	Caldera Confidence C8AG7ATA	\$ 88.19
6.	12	P235/60R-17 102T	Caldera Confidence C8CH7ATA	\$ 97.53
7.	12	P235/65R-17 104H	Mastercraft Stratus 90000034553	\$ 130.48
8.	12	P265/60R-17 108V	Falken ZE950 28952012	\$ 175.49
9.	12	P225/60R-18 100V	Caldera Confidence C8BH8ATA	\$ 111.41
10.	12	P245/60R-18 104H	Federal XUV 67DHAFE	\$ 151.99
11.	16	P215/50R-17 94V	Caldera Confidence C8AJ7ATA	\$ 84.59
12.	16	P225/50R-17 94V	Caldera Confidence C8BJ7ATA	\$ 97.19

13.	16	P215/55R-17 94V	<u>Caldera Confidence</u> <u>C8A17ATA</u>	\$ 81.89
14.	12	P235/55ZR-17 101W	<u>Velozza ZXVU</u> <u>VEP89</u>	\$ 97.19
15.	24	P235/55ZR-17 98W	<u>Velozza ZXVU</u> <u>VEP90</u>	\$ 97.19
16.	24	P245/55ZR-18 103W	<u>Continental DW506 - Pursuit</u> <u>Rated</u> <u>15573100000</u>	\$ 224.10
17.	24	P225/45R-17 91V	<u>Caldera Confidence</u> <u>C8BK7ATA</u>	\$ 81.03
18.	12	P245/45R-18 96W	<u>Federal FD2</u> <u>29DK8ATA</u>	\$ 116.09
19.	8	LT225/75R-16 10 PLY	<u>Dean BCHT</u> <u>90000027842</u>	\$ 199.67
20.	8	LT245/75R-16 10 PLY	<u>Dean BCHT</u> <u>90000027849</u>	\$ 203.96
21.	8	LT245/75R-17 10 PLY	<u>Dean BCHT</u> <u>90000D27848</u>	\$ 200.16
22.	16	P235/70R-16 106S	<u>Mastercraft Stratus</u> <u>90000035514</u>	\$ 152.52
23.	150	P255/60-18 112V	<u>General GMAX Justice - Pursuit</u> <u>Rated</u> <u>4505550000</u>	\$ 234.01
24.	16	P265/70R-16 112T	<u>Dean BCHT</u> <u>90000027945</u>	\$ 157.76
25.	16	P245/70R-17 110T	<u>Dean BCHT</u> <u>90000027955</u>	\$ 191.48

26.	12	P265/70R-17 115T	<u>Dean BCHT</u> <u>90000027956</u>	<u>\$ 181.92</u>
27.	12	P265/70R-18 116T	<u>Dean BCHT</u> <u>90000027962</u>	<u>\$ 202.94</u>
28.	8	LT265/70R17 10 PLY	<u>Dean BCHT</u> <u>90000027845</u>	<u>\$ 224.51</u>
29.	10	ST205/75R-14 14 PLY	<u>TBC Radial Trailer</u> <u>TWR36T</u>	<u>\$ 85.49</u>
30.	10	ST20575R-15 8 PLY	<u>TBC Radial Trailer</u> <u>TWR49T</u>	<u>\$ 99.89</u>
31.	8	ST205/75D-15 6 PLY	<u>Allied Tred Star</u> <u>TF7815C</u>	<u>\$ 100.89</u>
32.	250	Passenger Valve Stem	<u>Dill Rubber Stem</u> <u>N/A</u>	<u>\$ 4.50</u>
33.	250	Dismount and Mount Tire from and to wheel max size of 19.5"		<u>No Charge</u>
34.	250	Remove and Replace Wheel/Tire from Vehicle		<u>\$ 1.75</u>
35.	60	Flat Repair		<u>No Charge</u>
36.	20	Emergency Road Service		<u>\$ 109.99</u>
37.	250	Tire Balance up to 19.5"		<u>\$ 15.00</u>
38.	250	State Tire Fee per Tire		<u>\$ 1.75</u>

EXHIBIT C
SCHEDULE OF PERFORMANCE

Seller shall complete all tire and related part service requested by City no longer than twenty-four (24) hours from City's request.

Seller shall respond to all requests for emergency roadside service in not longer than one (1) hour from any City request and immediately make the necessary repair.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Seller shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Seller shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits, and fulfillment of self-insured retentions.

1. **General Liability:**

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
- e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Seller.

2. **Automobile Liability:**

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned) and shall not exclude City-owned vehicles.
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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3. **Worker's Compensation**

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Seller is a qualified self-insurer with the State of California), and Employers Liability coverage. The Seller shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).

- c. If an injury occurs to any employee of the Seller for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Seller under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Seller.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Seller.

4. **Garage Keepers**

- a. Seller is responsible for physical damage loss to all City-owned vehicles and personal property in the care, custody, and/or control of Seller. Policies shall include coverage for loss resulting from transport, collision, specified perils including fire, lightning, windstorm, hail, earthquake, explosion, theft, vandalism and mischief, flood, and overturn.
- b. Limits shall not be less than:

Per Occurrence	One Hundred Thousand Dollars (\$100,000)
Per Vehicle	One Hundred Thousand Dollars (\$100,000)

- c. For any loss occurring to a City-owned vehicle while in the care, custody, and/or control of Seller regardless of fault, Seller shall pay to restore vehicle to its pre-loss condition at the time Seller assumed the care, custody, and/or control of the vehicle. Should the cost to restore a damaged vehicle, minus its salvage value, exceed its replacement value, Seller shall pay to the City its replacement value minus its salvage value. Should the City's vehicle insurer determine, by the insurer's definition, that a vehicle is a total loss, Seller shall pay to the City its replacement value minus its salvage value. A vehicle's pre-loss condition, salvage value, and replacement value shall be determined by the City.

5. **Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:**

- a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Seller, products and completed operations of the Seller, premises owned, occupied, or used by the Seller, or automobiles leased, hired, or borrowed by the Seller on a separate endorsement acceptable to the City.

- b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - c. Provision or endorsement stating that for any claims related to this contract, the Seller's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Seller's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
 7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 8. The Seller shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Seller agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 9. The City, due to unforeseen risk or exhaustion, failure, or dilution of Seller's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 10. The Seller shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
 11. If the Seller fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Seller under the contract.
 12. Failure of the City to obtain such insurance shall in no way relieve the Seller from any of its responsibilities under the contract.
 13. The making of progress payments to the Seller shall not be construed as relieving the

Seller or its Sub-Contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Seller are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Seller under the Contract.


EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Seller, certifies as follows:

1. Seller is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Seller has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Seller fail to secure Workers' Compensation coverage as required by the State of California, Seller shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Seller's successors, heirs and assigns.

SELLER

By:  _____

Date: 6/7/2021 | 8:54 AM PDT

Name: Mike Busse

Title: Store Manager

EXHIBIT F

SECURITY ACCESS POLICY

Seller and its employees and/or approved subcontractors requiring access to any of the buildings or facilities occupied by Police Department personnel shall be required to complete a security and criminal history check. The Police Department will conduct two "Live Scan" fingerprint checks, free of charge. "Live Scan" is a system that completes a criminal history inquiry by checking local, state and national databases. The Police Department will be provided with a list of any arrests and convictions that have been made. From that date forward the Police Department will be notified of any subsequent arrests. Any individual with a felony arrest shall not be granted unescorted access to the facility; other arrest history shall be evaluated.

Security privileges associated with the access to Police facilities is dependent upon which area(s) of the building you/your employee and/or subcontractor require access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access and will not require you/your employee to first check in with the Police Service Center Front Counter Staff. In addition to the completing the Live Scan criminal history check, you shall be required to agree to the following:

- a) Seller agrees to assign a primary employee to complete job tasks at the Police Department whenever possible.
- b) Seller and its employees and/or approved subcontractor agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Seller agrees that access card will not be used as a form of identification or for any purpose other than access into the police facilities.
- d) Two Live Scan checks will be completed free of charge. Subsequent checks may be Live Scanned at the expense of Seller at the rate charged to the Police Department. The current rate is \$44.00 but is subject to change.
- e) Seller agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Seller agrees to notify the Police Department within 24 hours of when an employee has severed employment or subcontractor termination. Seller shall retrieve the key cards and return it to the Police Department within 48 hours.
- g) Seller shall follow the directions provided by Police Department staff while on the premises.
- h) Seller agrees that individuals with access cards will be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Seller agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City employee.

- j) Seller agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the Police Department be notified of criminal activity.
- k) Access to Police facilities shall only occur Monday through Friday, 8am-5pm, unless Seller provides service to emergency equipment (ie; 911, radio, etc)

Seller shall contact the Police Department within 10 days of the full execution of this Contract to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Those individuals seeking access shall be required to bring photo identification. A photograph for the access card will be taken. Seller will be contacted when to pick up access cards.

Until the process outlined has been completed, Seller's employees and subcontractors shall be required to go to the Police Service Center front counter to request escorted access and payment for service may be delayed until Seller has fully complied with this procedure.