

CITY OF ELK GROVE



Request for Proposals

For

Traffic Control Rentals (OM2610)

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 2:00 p.m. on Tuesday, June 9, 2026

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers for Traffic Control Rentals (OM2610) in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Proposals must be received no later than 2:00 p.m., on Tuesday, June 9, 2026. Proposals are to be sent via email with “Traffic Control Rentals (OM2610)” clearly indicated in the subject line of the email. Please submit one (1) pdf of the proposal with a file name saved as, “Proposal Vendor Name Traffic Control Rentals (OM2610).” Corresponding pricing proposal shall be submitted as a separate document with the file name saved as, “Pricing Vendor Name Traffic Control Rentals (OM2610)” in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Electronic Submission:

Proposals shall be submitted electronically in pdf form, and emailed to Office of the City Clerk at cityclerk@elkgrove.gov, prior to the deadline stated above. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals are submitted electronically and are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City’s inability to open or access the electronic file. If the proposing Service Provider does not receive confirmation from the City Clerk that the proposal has been received, Service Provider should assume the transmission failed and resubmit. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions:

Questions regarding this RFP are to be directed by e-mail to: Whitney Yann, Management Analyst, at wyan@elkgrove.gov, with a copy to Carrie Monti, Administrative Services Supervisor, at cmonti@elkgrove.gov. Such contact shall be for clarification purposes only. The City must receive all questions no later than 4:00 p.m. on Thursday, May 28, 2026. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under “Notice” for the RFP announcement: <https://elkgrove.gov/purchasing/request-proposals-bids-rfp>

Milestone	Date
RFP Posting Date	May 18, 2026
Last Day to Submit RFP Questions	May 28, 2026 at 4:00 p.m.
Response to Service Provider Questions Due	June 2, 2026 at 4:00 p.m.
RFP Closing Date (Last day for submissions)	June 9, 2026 at 2:00 p.m.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City’s needs by

demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

Local Vendor Preference:

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <https://elkgrove.gov/purchasing/local-vendor-preference>

Validity of Pricing:

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

Acceptance and Conditions

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

Other Governmental Entities:

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Piggybacking:

"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.

Service Providers are requested to indicate in their Proposal if they will extend the pricing, terms and conditions of an awarded contract, based on this RFP, to other government agencies. If the successful Service Provider agrees to this provision, participating agencies may enter into a contract with the successful service provider for the purchase of the service(s) described herein based on the terms, conditions, prices, and percentages offered by the successful Service Provider to the City. Minor 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.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment D. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

Delivery and Pickup:

The successful Service Provider will supply pick-up and delivery services in compliance with the provisions of the contract and provisions of this RFP as requested.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of two (2) years with three (3) one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the

services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and Support:

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

Records:

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment,

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Digital submissions shall include bookmarks for each section with an easy-to-read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory letter should be addressed to:

Sean Gallagher
Deputy Public Works Director
City of Elk Grove
10250 Iron Rock Way
Elk Grove, CA 95624

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Service Provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

7. Fees

This section should include the cost for requested services outlined in the Scope of Work, and must

specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Secretary of State

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. General Goods and Services Contract:

Attached to the RFP (Attachment D) is a copy of the City's standard General Good and Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Service Provider's response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Automobile Liability	\$1,000,000 Sched, Hired, and Non-Owned		Additional Insured Waiver of Subrogation
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

***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 Agreement for specific requirements.

(See next page for Scope of Work)

SCOPE OF WORK

Background

The City of Elk Grove is located in Sacramento County, California. Elk Grove is a vibrant, family-friendly community of approximately 176,124 people and 42 square miles. Elk Grove is a young, ethnically diverse, modern city that was incorporated in 2000. Elk Grove has low crime, excellent schools, over 100 community parks and 28 miles of trails, plentiful dining and shopping options, and numerous annual events and festivals.

Scope of Service

The City is seeking proposals from qualified Service Providers to furnish on-call traffic control rental services to support a variety of City needs, including special events, and emergency or unplanned traffic control situations. Services will be provided on an as-needed basis. Proposals must include Attachment B with detailed daily, weekly, and monthly rental rates for all requested equipment. All rates shall be fully inclusive of delivery, pickup, and standard maintenance of equipment.

The selected Service Provider shall furnish all labor, equipment, materials, and transportation necessary to provide safe, reliable, and compliant equipment rental services. All equipment and traffic control devices must meet applicable federal, state, and local regulations, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD), Caltrans requirements, and City-specific traffic safety standards.

The scope of work includes, but is not limited to, the following:

1. Equipment Rental

The Service Provider shall provide equipment rentals, which may include but are not limited to:

- Barricades
 - Type I
 - Type I with light
 - Type III
 - Type III with light
 - Barricade light
- Water Walls
 - 42" Water filled jersey barrier
- Traffic Cones
 - 28" with reflective band
- Bike Racks
 - Pedestrian rail/barrier
- Changeable Message Signs (CMS) Boards (Solar)
- Arrow Boards (Solar)
- Light Towers
 - 4-head light tower trailer
- Advance Warning Beacons
- Stop/Slow Paddles
- Delineators
 - 42" delineator with 12 lb. base
 - Additional base for weight (per delineator)
- Rental Signs
 - Aluminum traffic signs mounted to Type I barricade (Typical Regulatory and Warning signs used in temporary traffic control. Signs must meet MUTCD minimum size).
 - Coroplast traffic signs mounted to Type I barricade (Typical Regulatory and Warning signs used in temporary traffic control. Signs must meet MUTCD minimum size.)
- Roll Up Signs
 - 48" roll up sign with stand and flags

- Water Trailers
 - 500-gallon water trailer with pump and 50' of hose
- Generators
 - 2,000 – 2,999 watt generator
 - 3,000 – 3,999 watt generator
 - 4,000 – 6,499 watt generator
 - 6,500 – 7,500 watt generator

2. Traffic Control

The Service Provider shall provide traffic control, which may include but is not limited to:

- A 2-person traffic control crew, billed at an hourly rate (regular, overtime, or double time) with a four (4) hour minimum. The crew shall be responsible for setting up, operating, and removing traffic control devices and directing traffic as needed
- City Working Hours are from 7:00 a.m. to 5:00 p.m. Monday through Friday. The City observes twelve (12) holidays during the year. The City anticipates needing the Service Provider's services on the holidays listed below during the term of the Contract. Additional dates may be identified by the City in the future.

1. 4th of July (Independence Day)
2. Veterans Day
3. Thanksgiving Day

- The City will not pay for any overtime costs unless previously authorized or as part of an emergency call out.

3. Delivery and Pickup

- Equipment shall be delivered to City-designated locations within the City limits of Elk Grove, typically within 24–48 hours of request.
- City may require emergency or expedited delivery.
- Equipment shall be picked up at City-designated locations within the City limits of Elk Grove, as requested.

4. Supplies

The Service Provider shall provide supplies, which may include but are not limited to:

- "No Parking" Signs
 - Temporary "No Parking" signs (paper)
- Caution Tape Roll

5. Maintenance and Replacement

- Service Provider shall be responsible for delivering all rented equipment in safe, working condition.
- Upon delivery, any damaged or malfunctioning equipment must be replaced within twelve (12) hours or sooner at no additional cost to the City.

6. Compliance

All devices must meet MUTCD standards and any applicable Caltrans or State specific requirements.

Equipment shall be clean, legible, and in good condition at the time of delivery.

Additional equipment or supplies necessary for ongoing traffic control operations may be added to the Scope of this Contract with written authorization from the Operations Manager. Upon such authorization, the additions shall automatically become a part of and subject to the terms hereof and all of its provisions.

(See next page for Attachments)

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Service Provider's understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

Attachment B: Pricing Sheet

1. Equipment Rentals

ITEM	DESCRIPTION	RENTAL PRICE		
		Daily	Weekly	Monthly
Barricades	Type I	\$	\$	\$
	Type I with light	\$	\$	\$
	Type III	\$	\$	\$
	Type III with light	\$	\$	\$
	Barricade light	\$	\$	\$
Water Walls	42" Water filled jersey barrier	\$	\$	\$
Traffic Cones	28" with reflective band	\$	\$	\$
Bike Racks	Pedestrian rail/barrier	\$	\$	\$
CMS Boards	Changeable message sign board (solar)	\$	\$	\$
Arrow Boards	Arrow board (solar)	\$	\$	\$
Light Towers	4-head light tower trailer	\$	\$	\$
Beacons	Advance warning beacon	\$	\$	\$
Stop/Slow paddles	Stop/slow paddle	\$	\$	\$
Delineators	42" delineator with 12 lb. base	\$	\$	\$
	Additional base for weight (per delineator)	\$	\$	\$
Rental Signs	Aluminum traffic signs mounted to Type I barricade (Road Closed, No Right Turn, etc.)	\$	\$	\$
	Coroplast traffic signs mounted to Type I barricade (Road Closed, No Right Turn, etc.)	\$	\$	\$
Roll Up Signs	48" roll up sign with stand	\$	\$	\$
Water Trailer	500-gallon water trailer with pump	\$	\$	\$
	2,000 – 2,999 watt generator	\$	\$	\$
	3,000 – 3,999 watt generator	\$	\$	\$
	4,000 – 6,499 watt generator	\$	\$	\$

Generators	6,500 – 7,500 watt generator	\$	\$	\$
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2. Traffic Control

ITEM	DESCRIPTION	Regular Rate	Overtime Rate	Double Time Rate
Traffic Control	2-person traffic control crew (hourly rate, 4 hours minimum)	\$	\$	\$

3. Delivery and Pickup

ITEM	DESCRIPTION	PRICE (EACH)
Delivery	Equipment delivery to designated site	\$
Pick Up	Equipment pick up from designated site	\$

4. Supplies

ITEM	DESCRIPTION	PRICE (EACH)
"No Parking" Signs	Temporary "No Parking" sign (paper)	\$
Caution Tape	Caution tape roll	\$

Additional equipment or supplies necessary for ongoing traffic control operations may be added to the Scope of this Contract with written authorization from the Operations Manager. Upon such authorization, the additions shall automatically become a part of and subject to the terms hereof and all of its provisions.

5. "Piggybacking" Option:

Indicate that you will extend the pricing, terms, and conditions of an awarded contract, based on this bid, to other government agencies. Yes [] or No []

Attachment C: Routing Form

In order to qualify for the Contract, Service Provider shall have a facility within a 30-mile radius (one-way) of the City's Corporation Yard Fleet Facility. **Responses to the RFP submitted with a facility outside of the 30-mile radius will be determined to be non-responsive.**

Utilizing Google Maps, Service Provider shall submit, as part of their proposal, the one-way distance between the City's Corporation Yard Fleet Facility at 10250 Iron Rock Way, Elk Grove, California, 95624 and the Service Provider's facility address.

Service Provider's Facility Address: _____

Total Distance in Miles (one-way): _____

**CITY OF ELK GROVE
AND

FOR THE LEASE OF GOODS AND SERVICES**

This Contract for the Lease of Goods and Services (“Contract”) is made and entered into this ____ day of _____ 20__ (“Effective Date”) by and between City of Elk Grove, a municipal corporation (“City” or “Lessee”), and _____, a _____ (“Lessor” or “Service Provider”).

RECITALS

A. City has determined that Lessor is capable of providing the required as-needed, on-call traffic control services at a reasonable price and in a timely manner; and

B. Lessor proposes to provide to City traffic control equipment and devices (“Goods”) and all labor and transportation necessary to support a variety of City’s traffic control needs, including routine special events and emergency or unplanned traffic control situations (“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,

C. City agrees to accept the Goods and Services from Lessor, subject to the terms and conditions of this Contract, and as further set forth in individual work orders issued by City to Service Provider (“Work Orders”).

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Lessor contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Lessor 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. Lease of Goods and Services. Lessor agrees to provide and Lessee agrees to accept the Goods and Services pursuant to the terms and conditions set forth in this Contract.

3. Price. City shall pay Service Provider on a time and expense basis as described in the Scope of Work and the Not to Exceed amount set forth in each individual Work Order in accordance with the rate schedule set forth on Exhibit B (Price/Rate Schedule), which is attached hereto and incorporated herein by reference. In no event shall Service Provider be entitled to compensation for work not included in each Work Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by City. In no event shall the Service Provider be entitled to compensation for work not included in each Work

Order, under this Contract, unless a written change order or authorization describing extra work and payment terms has been executed by the City. Total compensation paid to the Service Provider shall not exceed the dollar values listed in all Work Orders and/or change orders and in no event shall total compensation exceed the amount budgeted for such work by the City for such fiscal year through the Fiscal year Annual Budget process. If Service Provider's performance is not in conformity with the Scope of Work or applicable Work Order, payments may be delayed or denied, unless otherwise agreed to by the City's Public Works Director or their authorized representative 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 on _____, with the option, in the City's sole discretion, to extend the Contract for additional three one-year extensions, unless earlier terminated pursuant to Section 5 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 Service Provider prior to the initial termination or any extended termination date.

5. Termination. This Contract may be terminated by 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 Lessor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Lessor 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, Lessor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Lessor, and City may withhold any payments due to Lessor until such time as the exact amount of damages, if any, due City from Lessor is determined.

In the event of termination, Lessor shall be compensated as provided for in this Contract.

6. Delivery of Goods. Lessor shall deliver the Goods F.O.B. to the location(s) identified in each Work Order, with shipping and haul-away charges included in the price, within the schedule set forth in the applicable Work Order, and in a fully functioning manner consistent with the manufacturer specifications all to the complete satisfaction of Lessee. City shall coordinate with Lessor to identify the exact date and location the Goods will be delivered and assembled. The Goods shall be delivered by Lessor to Lessee free of any liens or encumbrances that interfere with the lease rights.

7. Inspection and Acceptance. The Goods and Services shall be received by Lessee subject to Lessee's reasonable inspection, testing, approval, and acceptance of the Goods and Services. All Goods must meet applicable federal, state, and local regulations, including but not

limited to the Manual on Uniform Traffic Control Devices (MUTCD), Caltrans requirements, and City-specific traffic safety standards. If the Goods are rejected by the Lessee as nonconforming, Lessee may return the Goods to Lessor at Lessor's risk and expense. Damaged, malfunctioning, or non-conforming Goods must be replaced by Service Provider within twelve hours or sooner at no additional cost to City.

8. Title/Risk of Loss. Title, ownership, and risk of loss or damage of the Goods shall remain with Lessor.

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

10. Indemnification. To the fullest extent permitted by law, Lessor shall defend, indemnify, protect, and hold harmless the Lessee and its employees, officers, and agents from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature ("Claims"), including reasonable attorneys' fees, costs, and disbursement arising out of or related to this Contract and/or Lessor's installation and/or maintenance of the Goods or Services, except as to those Claims arising out of the sole negligence or willful misconduct of 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 City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. Lessor shall defend, indemnify and hold harmless Lessee, and its officers, employees, and agents from all Claims arising out of or related to any infringement of any patent right, copyright or trademark of any person as a consequence of the use by Lessee or any of its officers, employees or agents, of the Goods or any component parts.

Lessee shall promptly notify Lessor of the Claim and reasonably cooperate, assist and provide appropriate information (at Lessor's expense) for the defense of the action. Lessor shall pay all damages and costs awarded therein against Lessee but shall not be responsible for any compromise made without Lessor's consent, which consent will not be unreasonably withheld. Lessor may, at any time it is reasonably concerned over the possibility of patent, copyright, trademark, or other intellectual property infringement, at its option and expense, replace or modify the aforementioned products so that infringement will not exist, or remove the products involved and refund to Lessee the price thereof as depreciated or amortized by an equal annual amount over the lifetime of the products as established by Lessor.

11. Warranties. Except as limited herein, Lessor warrants that the Goods, including any component or replacement parts, furnished, manufactured or provided by Lessor shall be free from defects in material and workmanship for life, provided that City owns the Goods. All Goods with such defects shall be replaced by Lessor at no charge to City, but 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 Lessee. Lessee reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

12. Insurance. Prior to commencement of any work under this Contract, Lessor shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit C. Attached hereto and incorporated herein by reference. Furthermore, Seller shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit D.

13. Evidence of Insurance Coverage. Service Provider 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 Service Provider’s proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

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

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

16. 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 may, in its sole discretion, may reject the proposed change. Any amendments to the Contract shall be made in compliance with section 20 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.

17. 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 termination of the Contract as provided for herein.

18. 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) when received if sent by telex or facsimile at the address and number set forth below; (c) 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 (d) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express, Golden State Couriers, 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 LESSOR: _____

TO LESSEE: CITY OF ELK GROVE
Attn: Deputy Public Works Director
10250 Iron Rock Way
Elk Grove, CA 95624

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.

19. Entire Agreement. This Contract contains the entire agreement between Lessee and Lessor 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 Lessee or Lessor 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.

20. Modifications. This Contract shall not be modified in any manner except by a writing signed by both Lessee and Lessor.

21. Assignment. Lessor shall not delegate or subcontract any duties or assign any rights or claims under this Contract without Lessee’s prior written consent.

22. 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.

23. 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.

24. 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.

25. Drafting. Lessee and Lessor acknowledge and agree that this Contract has been negotiated at arms 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.

26. 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.

27. Time of the Essence. Lessor and Lessee 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.

28. 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.

29. 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 in the County of Sacramento.

30. No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of Lessee and Lessor. 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.

31. No Joint Venture, Partnership or Other Relationship Created. The relationship between Lessee and Lessor is that solely of a Lessor and a Lessee 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.

LESSOR

Dated: _____, 20__

By: _____
Lessor's Name, Title

LESSEE
CITY OF ELK GROVE

Dated: _____, 20__

By: _____
Jason Behrmann, City Manager

APPROVED AS TO FORM:

Jonathan P. Hobbs, City Attorney Date

ATTEST:

Jason Lindgren, City Clerk Date

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK DETAILS TO BE ADDED

Service Provider shall do all work described herein, and as further set forth in individual Work Orders issued by City to Service Provider. The terms and conditions of this Contract shall control all Work Orders.

EXHIBIT B

PRICE/RATE SCHEDULE

RATE SCHEDULE AND OTHER PAYMENT TERMS TO BE ADDED

Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in Section 3 above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, Consultant 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. Consultant 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. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and products and completed operations 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:
 - e. Each occurrence: One Million Dollars (\$1,000,000)
 - f. Products and Completed Operations: One Million Dollars (\$1,000,000)
 - g. Aggregate: Two Million Dollars (\$2,000,000)
- h. 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 Consultant on a separate endorsement acceptable to the City.
- i. 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 Consultant.
- j. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- k. Provision or endorsement stating that for any claims related to this Contract, the Consultant'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

Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

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 2 or 7, and 8 and 9 (owned or sched, and hired and non-owned).
- c. The limits of liability per accident shall not be less than:
- d. Combined Single Limit One Million Dollars (\$1,000,000)
- e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.

3. Worker's Compensation:

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant 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 Consultant 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 Consultant 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 Consultant.
- 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 Consultant.

4. It is the responsibility of the Consultant to ensure all its subcontractors performing any work under this Contract meet the insurance requirements above, including

all additional insured and waiver of subrogation endorsements, that are appropriate to the work the subcontractors are performing.

5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
6. 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.
7. The Consultant 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, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant'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.
9. The Consultant 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.
10. If the Consultant 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 Consultant under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
12. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. 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.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT D

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

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

1. Service Provider 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 Service Provider 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 Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider 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 Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____