



REQUEST FOR PROPOSAL

FLEET MAINTENANCE SERVICES

CITY OF ATASCADERO

ISSUE DATE: JUNE 12, 2025

RESPONSES DUE JULY 14, 2025 BY 11:59 PM

**FOUNDED
1913**

Working together to **serve**, build **community** and enhance **quality of life**.

Request for Proposal

Fleet Maintenance Services

I. INTRODUCTION

A. Background

1. The City operates a fleet of 85 vehicles across six departments: Community Development, City Manager's Office, Community Services & Promotions, Fire & Emergency Services, Police, and Public Works. The Administrative Services Department does not maintain any vehicles. The fleet is primarily composed of passenger vehicles, in addition to heavy-duty trucks used by Public Works and patrol vehicles operated by the Police Department. There are seven Fire apparatus not included within the scope of this Request for Proposals (RFP), bringing the current total vehicle count for this contract to 78. Although the City does not currently operate hybrid or electric vehicles, it plans to incorporate such vehicles into the fleet in the near future.

B. Intent

1. The City of Atascadero (City) is seeking proposals from qualified vendors to provide comprehensive fleet maintenance services for fleet vehicles. The objective is to ensure the reliability, safety, and cost-effectiveness of fleet maintenance and operations.
2. At present, each department is independently responsible for the maintenance and scheduling of its vehicles. This decentralized approach has resulted in inconsistent service practices, with multiple maintenance shops utilized even within a single department. The lack of centralized oversight has contributed to deferred maintenance and under-utilized preventative care. The City seeks to improve vehicle condition, reduce downtime, and enhance efficiency by consolidating all vehicle maintenance services under a single contract. This RFP represents the City's first effort to establish centralized, contracted fleet maintenance services.
3. The City acknowledges the limited number of large capacity maintenance shops in Atascadero. In order to encourage proposal submissions, subcontracting portions of the services is allowed. When subcontractors are used, the Contractor is responsible for the performance of the subcontractor's work

product, including but not limited to, billing, reporting, scheduling, delivery, work quality and warranty.

4. All maintenance will be performed at the Contractor's facility as listed in the proposal, unless City has granted prior authorization to use alternate facilities.
5. The City will give preference to maintenance shops located within the city limits of Atascadero by awarding more points during the evaluation process. Shops located outside the city limits are still encouraged to submit proposals.
6. The City currently spends the following approximate amounts annually:
 - a) Preventative maintenance: \$20,000
 - b) Repairs: \$60,000
 - c) Inspections and certifications: \$1,600

C. Terms

1. Unless earlier terminated as allowed for in the Agreement (Attachment 5) the term shall be for a period of three (3) years. The term is intended to commence on October 1, 2025, and terminate on September 30, 2028. The term of the agreement may be extended for up to two (2) additional one (1) year terms, with the extensions to commence upon the expiration of the initial term or any extended term, unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term of its intent to terminate the agreement. The unit price and labor rates of the Contract may be adjusted each year for inflation by using the Consumer Price Index (CPI).

D. Contact

1. Any questions regarding this RFP should be directed to:

Luke Knight
Deputy City Manager
lknight@atascadero.org
805-470-3452
2. All responses to questions will be issued through Requests for Information (RFI) responses and will be distributed to all interested proposers.
3. An optional pre-proposal meeting will be held on June 26, 2025. Each facility will be visited so proposers can inspect vehicles if needed. This will be the only opportunity to view the fleet.

II. SCOPE OF WORK

- A. The selected vendor will be responsible for providing inspections, preventive maintenance, repairs, and other related services to maintain the operational efficiency of the City's fleet. The scope of work includes but is not limited to:
 - 1. Routine preventive maintenance (safety checks, oil changes, tire rotations, brake inspections, emissions inspections, etc.)
 - 2. Mechanical and electrical repairs
 - 3. Emergency repairs
 - 4. Vehicle inspections and diagnostics
 - 5. Vehicle pickup and delivery
 - 6. Warranty coordination and compliance
 - 7. Recall remediation
 - 8. Maintenance tracking and reporting
 - 9. Compliance with federal, state, and local regulations
- B. Subcontracting will be allowed under this contract. A list of all subcontractors shall be submitted with the proposal.
- C. The full scope of work is included in Attachment 1.

III. FLEET COMPOSITION

- A. The City's fleet is comprised of 54 passenger vehicles, light- and medium duty trucks, 9 heavy-duty trucks, 11 police patrol vehicles, 2 police motorcycles, 1 classic police vehicle and 1 ATV. A full list of vehicles is included in Attachment 2. Upon execution of the agreement with the selected contractor, a full fleet list with current mileage and last service date will be provided to assist with scheduling services.

IV. VENDOR QUALIFICATIONS

- A. Vendors must meet the following qualifications:
 - 1. Minimum 5 years of experience in fleet maintenance services
 - 2. ASE Certified mechanics and technicians
 - 3. Compliance with OSHA and other relevant safety standards
 - 4. Proven track record of fleet maintenance efficiency
 - 5. Strong references from similar contracts

6. Licensed in the State of California with a valid Bureau of Automotive Repair license
7. An active Business License issued by the City
8. Proposer's employees and subcontractors who work on any Police Department vehicle shall undergo a criminal background check, paid by the Police Department. Any arrest recorded will be reviewed by the Police Department's designee.
9. Carry the following liability and insurance
 - a) Commercial General Liability
 - b) Automobile Liability
 - c) Workers' Comp

V. TENTATIVE SCHEDULE

- | | |
|--|----------------------|
| A. Publish RFP | June 12, 2025 |
| B. Optional informational meeting | June 26, 2025 |
| C. Requests For Information deadline | July 7, 2025 |
| D. Proposal submission deadline | July 14, 2025 |
| E. Proposal Evaluations | July 21-25, 2025 |
| F. Finalist Interviews | July 28-31, 2025 |
| G. Contract award to City Council | September 9, 2025 |
| H. Contract Start Date | October 1, 2025* |
- I. *Start date may be negotiated
 - J. The City observes the following holidays. Maintenance or repairs should not be scheduled for these dates unless authorized by the department representative.
 1. New Year's Day – January 1
 2. Martin Luther King Jr Day – Third Monday in January
 3. Presidents Day – Third Monday in February
 4. Memorial Day – Last Monday in May
 5. Independence Day – July 4
 6. Labor Day – First Monday in September
 7. Veterans Day – November 11
 8. Thanksgiving and day after – Fourth Thursday in November and the Friday after
 9. Christmas Eve and Christmas Day – December 24 and 25

VI. PROPOSAL REQUIREMENTS

A. General Information

1. Proposals must be submitted electronically by emailing the proposal in PDF format to:
 - a) Luke Knight, Deputy City Manager - lknight@atascadero.org
 - b) Emailed proposals must be received by 11:59 pm on Monday, July 14, 2025.
 - c) Email subject should be: "Fleet Maintenance Services RFP Response - <proposer name>"
2. Proposals shall be the minimum length necessary to provide the requested information. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective response to this request are not desired and may be construed as an indication of the Contractor's lack of cost consciousness.
3. This Request for Proposal does not constitute an offer of employment or contract for services.
4. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to this RFP.
5. The City reserves the right to accept or reject any or all Proposals, or in the case of a single proposal being received to extend the deadline with notice.
6. The City reserves the right to award all or a portion of the required services to more than one qualified Proposer at the City's sole discretion.
7. The City makes no guarantee of a minimum quantity of work to be assigned or payment to be made to the Contractor as a function of the awarded contract.
8. The issuance of this RFP does not constitute an agreement by the City that any subsequent selection processes will occur, or that any contract will be entered into by the City.
9. The City reserves the right to amend the RFP by addendum. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum.
10. All documents submitted to the City in response to this RFP will become the exclusive property of the City.
11. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a consultant's Proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.

12. The successful proposer is expected to execute a contract substantially similar to the contract in Attachment 5 - SAMPLE City of Atascadero Contractor Services Contract. The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with, providing a detailed explanation of the reasons for the exception and proposed alternative language acceptable to the proposer. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, modify, or negotiate additional terms and conditions to the attached contract, and the City is not compelled to accept any alternative language proposed to the City's standard form of agreement. Before beginning any work or submitting a Proposal, it is advised that consultants read the City Insurance and Indemnification requirements in the attached sample contract. The selected proposer will be asked to provide evidence that the City's insurance requirements have been met.
13. The proposals received shall become the property of the City of Atascadero and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 7924.510 and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as a trade secret, confidential, proprietary or otherwise exempt from disclosure may be deemed as non-responsive.

B. Proposal Content

1. Your proposal must include the following information:
 - a) Cover Letter
 - (1) The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - (2) Statement of interest in and understanding of the Scope of Work.
 - (3) Any qualifying statements or comments regarding the proposal, the criteria in this RFP and the proposed Agreement in Attachment 5.

b) Shop and Staff Qualifications

- (1) Years in business, firm ownership, and structure/org chart.
- (2) Hours of Operation
- (3) Experience and qualifications of the individuals who would be assigned to this project, including subcontractors. Identification of the shop manager or primary contact.
- (4) Experience of firm in performing similar fleet services.
- (5) Experience working with public agencies.
- (6) Bureau of Automotive Repair license number and relevant certifications (e.g., ASE Blue Seal Program).

c) Technical and Operational Approach

- (1) Maintenance scheduling and recordkeeping systems (software used, if any).
- (2) Customer service approach and communication protocol.
- (3) Quality control procedures.
- (4) Warranty management and coordination.
- (5) Turnaround time expectations and tracking.

d) Facility and Equipment Description

- (1) Shop location, proximity to City facilities.
- (2) Number of service bays and types of lifts.
- (3) Diagnostic and repair equipment inventory.
- (4) Security measures (fencing, surveillance, alarms, etc.).
- (5) Transport capabilities for non-operational vehicles.

e) Cost Proposal

- (1) The Cost Proposal shall detail pricing by vehicle classification for each service group identified in Attachment 1 and provide a total annual cost for all proposed services. Proposals must include itemized, not-to-exceed costs for each Preventative Maintenance task specified in the Technical Specifications, along with the hourly billing rates for all proposed staff. The Cost Proposal must include a total not-to-exceed amount for the full scope of services. All proposed costs must align with the Scope of Work; any deviations must be clearly identified and explained. Proposers are encouraged to use the Cost Proposal worksheet provided in Attachment 3 to structure their response.

f) References and Example Completed Work Product

- (1) At least three (3) commercial or public agency fleet clients.
 - (a) Details on fleet size, contract term, and services provided.
 - (b) Contact names, phone numbers, and email addresses.
- (2) Any other information that the proposer believes would assist the City in making this contract award decision.
- g) Statement of Contract Disqualifications. Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications.
- h) Certificate(s) of insurance

VII. EVALUATION AND CONSULTANT SELECTION

- A. The proposals will be evaluated by City staff to select the firms that are most responsive to the requirements and objectives of the RFP.
- B. The criteria for evaluating the proposals submitted will take the following items into consideration:
 - 1. Completeness of proposal
 - 2. Demonstrated experience with comparable fleets
 - 3. Experience of Key Personnel
 - 4. Customer References
 - 5. Licensing Requirements and Technical Certificates
 - 6. Cost Proposal
 - a) The Total Annual Proposed Amount and the labor rates will be the basis for evaluation scoring.
 - 7. Located in Atascadero City Limits
- C. Where proposals receive similar rankings, the review committee will select the top proposers for either (a) a follow-up interview and presentation, and/or (b) written responses to questions from staff on areas unclear in the proposal.
- D. If interviews are requested by the City, final candidates will make an oral presentation to the review committee and answer questions about their proposal. The purpose of this second phase is to clarify and resolve any outstanding questions or issues about the proposal.

- E. The City may conduct a site visit to verify the proposer's listed facilities are in compliance with this RFP.
- F. Contract award will be based on a combination of factors that represent the best overall value for providing the services as determined by the City. The proceedings of the review committee are confidential, and members of the review committee are not to be contacted by the proposers.
- G. Once the final ranking is determined, the City will conduct negotiations with the top-ranking firm. Final selection of the contractor will be made by the Deputy City Manager, based on the review committee's evaluation of proposals, the results of the possible oral interview, and terms of contract language negotiated with the City.
- H. If the City is unable to come to an agreement on the terms of the contract or the amount of compensation, the City reserves the right to negotiate with the next highest-ranking proposer.

ATTACHMENT 1

Technical Specifications

I. PREVENTATIVE MAINTENANCE (PM)

The successful Proposer must be able to perform general and preventive maintenance and routine repair services on vehicles and equipment, including, but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engines, etc. The City's preference is for the Proposer to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the Proposer is responsible for the subcontractor's performance of the work, including but not limited to billing, reporting, scheduling, delivery, work quality, and warranty. The Proposer shall list all subcontractors. The Base Bid price shall be inclusive of all PM service items.

The Proposer must have the ability to provide the required PM and repair services listed below for the fleet vehicles listed on Attachment 2. Any exception, including subcontracting, must be noted in the response.

The Proposer will be expected to conduct Safety Inspections and perform PM according to the schedule in section A and the list in section B. Any alterations from the listed services shall be noted and included in the proposal.

A. PM Intervals

Vehicles should be inspected and maintained according to the schedule below. Attachment 2 lists all vehicles and classifications. For service intervals that list days or miles, service should be scheduled on whichever occurs first.

CLASSIFICATION ID	VEHICLE CLASSIFICATION	A-SERVICE	B-SERVICE	C-SERVICE
LT	Administrative Cars, Light & Medium Duty Trucks & Vans	120 Days or 5,000 miles		1 Year or 15,000 miles
PD	Police Patrol Vehicles	60 Days or 2,000 miles	120 Days or 4,000 miles	6 Months or 12,000 miles
HD	Heavy Duty Trucks – (over 10,000 GVW)	90 Days		Annually
SP	Special Vehicles	180 Days		1 Year

B. Safety Inspection

The Proposer shall perform a safety inspection in conjunction with all maintenance requirements listed within this RFP. These safety inspections shall be performed every time a vehicle is brought in for service, with the exception of repair services scheduled as a result of a PM service:

1. Check tires – pressure, wear, alignment
2. Check exterior and interior lights
3. Check directional signals and emergency lights
4. Check horn operation
5. Check seat belts for operation and integrity
6. Check windshield wipers, arms, blades, washer spray aim and flow, and refill washer fluid
7. Check battery – terminals, hold-down clamps, electrolyte level, and condition
8. Check heater, defroster, and air conditioner system
9. Check exhaust system for leaks, open seams, holes, damaged or missing parts
10. Inspect steering and suspension
11. Inspect frame, sub-frame, and cross members for damage or fatigue
12. Inspect drive shaft U-joints / CV joints for seal leakage and joint failure
13. Inspect under-hood heat shields, hose routing, coolant, fuel, and power steering hoses
14. Inspect engine accessory drive belts
15. Check brake hoses and master cylinder for leaks
16. Inspect front brake pads, rear linings, wheel cylinders, and parking brake cable. Record life remaining
17. Check starter motor cranking speed and current draw
18. Check alternator charging rate
19. Check cooling system for leaks, damage, and coolant level
20. Check and top off all fluid levels – transmission, differential, power steering, brake master cylinder
21. Inspect all dashboard warning lights and gauges
22. Check mirror condition and adjustment
23. Check operation of instrument panel and diagnostic systems
24. Road test vehicle post-service
 - a) Patrol vehicles only at 120 day service

C. PM Service List

1) Administrative Cars & Light Trucks

a) A-Service

Performed every 120 days or 5,000 miles. The list of basic but critical maintenance tasks below is the minimum expected. The proposer may choose to include more tasks.

- i) Safety inspection as listed above
- ii) Oil change and oil filter replacement
- iii) Lubrication (including chassis, doors, hood, locks, etc.)
- iv) Emissions system inspection
- v) Tire rotation and balancing
- vi) Tire alignment (as needed)

b) C-Service

Performed annually or every 15,000 miles, C-Service expands upon A-Service with:

- i) Major engine diagnostics and tune-up (as needed)
- ii) As needed, replacement of:
 - (1) Ignition components
 - (2) PCV valve
 - (3) Air and fuel filters
 - (4) Transmission filter and fluid
- iii) Repacking of wheel bearings
- iv) Oil analysis
- v) Evaluate A/C system. Recharge as needed
- vi) Evaluate suspension
- vii) Evaluate exhaust system
- viii) Lubrication of all linkages and mechanical joints

2) Police Patrol Vehicles

a) A-Service

Due to heavy-duty use, these vehicles are serviced every 60 days or 2,000 miles. The tasks to be performed during the performance of A-Service PM Inspections on marked patrol vehicles will be identical to those performed for administrative cars with the following additions:

- i) Inspection of all emergency components:
 - (1) Emergency Lighting

- (2) Sirens
 - (3) Weapon racks
 - ii) Brake reline if wear is below 50%
 - iii) Tire inspection with a higher tread depth threshold (5/32")
 - iv) Road testing every 6 months after service, or as needed
- b) B-Service
 - 120 Days or 6,000 miles
 - i) Tire rotation and balancing
 - ii) Tire alignment (as needed)
- c) C-Service
 - Conducted every 6 months or 12,000 miles.
 - The tasks to be performed during the performance of C-Service PM Inspections on marked Police Department vehicles will be identical to those performed for administrative cars with the following additions:
 - i) Full diagnostics and tune-up (as needed)
 - ii) Brake system overhaul
 - iii) Emissions checks and engine timing
 - iv) Suspension and steering evaluation
 - v) Air conditioning system inspection
 - vi) Comprehensive safety review

3) Heavy Duty Trucks & Construction Equipment

- a) A-Service
 - Conducted every 90 days.
 - i) Safety Inspection
 - ii) Maintenance inspections and tasks include:
 - (1) Oil and filter change
 - (2) Complete lubrication (chassis, joints, doors, etc.)
 - (3) Inspection of:
 - (a) Tire wear and inflation
 - (b) Lights, horns, wipers
 - (c) Battery and cables
 - (d) Steering, suspension, frame, U-joints
 - (4) Emissions controls and coolant system check
 - (5) Brake inspection and record percentage of life remaining
 - (6) PCV check
 - (7) Transmission check
 - (8) BIT Inspection and reporting

b) C-Service

Performed annually, this thorough service includes:

- i) All A-Service tasks
- ii) Comprehensive diagnostics (engine, emissions)
- iii) Major tune-up (as needed)
- iv) Fluids and filters replacement (as needed)
- v) Wheel bearing and universal joint repacking
- vi) Radiator and cooling system flush (as needed)
- vii) Replace PCV (as needed)
- viii) Suspension component checks:
 - (1) King pins
 - (2) Shock absorbers
 - (3) Tie rods
- ix) Oil analysis
- x) Check air conditioning refrigerant
- xi) Battery condition and cranking power check

4) Special Vehicles

- a) These vehicles include the Police Department's 1955 Chevy Belair and Kawasaki ATV.
- b) A-Service and C-Service shall match the services listed for Administrative Vehicles.

D. Additional Maintenance Protocols

- 1) Lifts: Reports, permits and certificates shall be filed with the City.
- 2) Statutory Inspections: Compliance with SMOG, California BIT program, CARB Clean Truck Check, and other regulatory inspections is expected. Any reports or certificates shall be filed with the City in addition to any other required agencies.

E. PM Scheduling

- 1) It will be the responsibility of the Proposer to schedule PM appointments based on the service intervals. The designated City representative for each vehicle should be contacted to schedule the appointment to ensure the vehicle is available for maintenance. If a vehicle reaches the mileage interval prior to the monthly interval the City representative will call to schedule the appointment.
- 2) The Proposer will be responsible for picking up vehicles for maintenance and dropping them off after the service have been performed. The cost, if any, of this pick-up and drop-off service should be included in the per vehicle cost proposal.

II. REPAIRS AND MAINTENANCE

The Proposer will be expected to provide service/repairs to all common mechanical and electrical systems as needed. Repairs are defined for the purpose of this RFP as any service outside of the maintenance required to meet the services listed above for A-, B- and C-Services.

A. Recommended Repairs

1. As a result of the PM service, the Contractor may make recommendations for further repair services. The Contractor shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means used in the automotive repair industry. The Contractor shall obtain prior authorization from the designated City Representative before completing any further repair work that is identified as a result of PM services and not part of routine repairs included during the routine PM or safety inspection. Performing further repair work without such advance authorization shall be at Proposer's sole risk and expense, and City shall not be obligated to pay for unauthorized repair work.
2. Any service noted as 'as needed' in the Service lists shall result in a repair recommendation if that service is needed. All 'as needed' recommendations shall follow manufacturer recommendations.

B. Unscheduled Repairs

1. Non-routine maintenance and repairs, other than emergencies, will be handled by appointment through the City Representative. If a City employee contacts the Contractor requesting service for a vehicle without prior notification to the Contractor from the appropriate City Representative, the Contractor shall call the City Representative for instructions. If a City vehicle breaks down or is in need of delivery or towing after hours, the Contractor shall contact the City Representative for instructions.

III. CONDITIONS ON REQUIRED SERVICES

- A. When a prior appointment has been made for routine maintenance, the turn-around time should be between (4 to 6) hours.
- B. Provide adequate inventory on special parts to ensure minimum turn-around on nonroutine repairs.
- C. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis.
- D. All Police Department fleet vehicles that have been involved in a pursuit will undergo inspection and repair as required. Vehicles to be inspected after pursuit will be the discretion of officer-involved and authorized Police Department staff. The inspection will be completed immediately after a pursuit. Scheduling requests will be initiated by Police representatives.

IV. REPAIR ORDER CONTENT AND PROCEDURE

The Proposer shall provide Repair Orders for all services provided containing the following information:

- A. Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with the final cost shall be emailed to City upon completion, and a billing copy shall be sent to the City with the invoice.
- B. Actual work/cost in excess of written estimate requires City approval prior to work start.
- C. Authorization of work by the City Representative or designee is required for all repair orders.
- D. Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - 1. Date work performed
 - 2. Vehicle Number and/or license #, make/model
 - 3. Vehicle mileage at the time of service/repair
 - 4. Date in / date out / time completed
 - 5. Detail type of service, hours, material used, and cost associated with each.
 - 6. Subcontracted repair orders containing the same information shall be attached to the repair order.
- E. The Proposer guarantees and warrants that all material furnished and all services performed will be free from defects in material and workmanship and will be warrantied by Proposer for a minimum of 12 months, 12,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater,

after acceptance. The Proposer shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.

- F. Warranty repair orders need to be provided by the Proposer. The Proposer shall be the prime Contractor.

V. TRANSPORT OF VEHICLES FOR SERVICE

- A. Provide pick-up and delivery of vehicles to and from these City facilities for all scheduled and unscheduled repairs:
 - 1) City Hall – 6500 Palma Ave
 - 2) Police Station – 5505 El Camino Real
 - 3) Fire Station 1 – 6005 Lewis Ave
 - 4) Fire Station 2 – 9801 West Front St
 - 5) Public Works Yard – 8005 Gabarda Rd
 - 6) Zoo – 9305 Pismo Ave
 - 7) Community Center – 5599 Traffic Way
- B. For vehicles not drivable, an additional towing charge may be billed upon approval of authorized City staff.
- C. Contractor shall store vehicles indoors or in a secured yard if overnight storage is required. The facility or yard should be locked and gated. Security alarms and cameras are recommended.

VI. INVOICING AND REPORTING

- A. **Invoicing and Reporting Requirements**
 - 1. Invoicing
 - a) Payment for services will be made via monthly invoicing.
 - b) Contractors must submit itemized monthly invoices for services performed in the prior month.
 - c) Invoices should be submitted by the 10th calendar day of the following month.
 - d) Payment terms are Net 30—payment is made 30 days after receipt and approval by the City.
 - e) Each invoice must include:
 - (1) Date of service
 - (2) Vehicle identification number or fleet number
 - (3) Description of services provided (preventive maintenance, repairs, inspections)

- (4) Labor hours and rates
 - (5) Itemized parts used, with costs
 - (6) Applicable repair order numbers
 - (7) Authorization signature or confirmation from City representative
- f) Contractor must submit a W-9 form to the City to accommodate payment.
- 2. Maintenance logs
 - a) Shall be provided after each service
- 3. Monthly reports
 - a) Monthly invoices must be accompanied by the following monthly reports.
 - (1) Preventative Maintenance completed
 - (2) Safety inspection checklists
 - (3) Unscheduled repairs completed by vehicle
 - (4) Records of subcontracted work.
 - (5) Cost estimates and approvals for work exceeding original quotes
 - (6) List of any vehicles out-of-service for longer than the turn-around time of 4-6 hours for scheduled maintenance, stating total time out-of-service and reason.
 - (7) Total costs billed for labor, parts, and outsourced services.
 - (8) List of vehicles that missed scheduled maintenance appointments
- 4. Annual Reports
 - a) Year-to-date service costs

VIII. NOT INCLUDED IN THIS SCOPE OF WORK

- A. Tire replacements
- B. Pump tests
- C. Washing
- D. Undercarriage steaming
- E. Major repairs – Repairs that can't be done in one day or requires specialized equipment
- F. Body repair
- G. Decals
- H. Equipment installation
- I. Radios, MDTs, Cameras, Lights

ATTACHMENT 2

Vehicle List

List of vehicles to be included in the proposal.

Class ID	Dept/Division	Year	Make	Model	Location	Fuel
	Administrative Cars, Light Trucks & Vans					
LT	Comm Dev	2009	FORD	Escape	City Hall	Gas
LT	Comm Dev	2017	JEEP	Renegade	City Hall	Gas
LT	Comm Dev	2024	FORD	Maverick	City Hall	Gas
LT	Comm Dev	2014	CHEVROLET	Cruze	City Hall	Gas
LT	Rec	2017	CHRYSTLER	Pacifica	CPCC	Gas
LT	Zoo	2008	KIA	Rondo	Zoo	Gas
LT	Zoo	1997	FORD	E-350 Van	Zoo	Gas
LT	Zoo	2008	FORD	F-150	Zoo	Gas
LT	IT	2002	FORD	Crown Vic	City Hall	Gas
LT	IT	2006	CHEVROLET	Tahoe	City Hall	Gas
LT	Fire/OPS	2012	FORD	F-150	Station 2	Gas
LT	Fire/OPS	2021	CHEVROLET	2500	Station 1	Gas
LT	Fire/OPS	2014	CHEVROLET	AMBULANCE	Station 1	Gas
LT	Fire/ADMIN	2017	CHEVROLET	TAHOE	City Hall	Gas
LT	Fire/ADMIN	2018	CHEVROLET	1500	City Hall	Gas
LT	Fire/ADMIN	2022	CHEVROLET	SUBURBAN	City Hall	Gas
LT	Public Works/BM	2018	DODGE	RAM 2500	PW Yard	Gas
LT	Public Works/BM	2019	DODGE	RAM 2500	PW Yard	Gas
LT	Public Works/BM	2024	GMC	1500	PW Yard	Gas
LT	Public Works/BM	2002	FORD	F-150	PW Yard	Gas
LT	Public Works/ENG	2008	CHEVROLET	SILVERADO	PW Yard	Gas
LT	Public Works/ENG	2006	HONDA	CRV	PW Yard	Gas
LT	Public Works/PK	2011	FORD	F-150	PW Yard	Gas
LT	Public Works/PK	2019	DODGE	RAM 1500 4X4	PW Yard	Gas
LT	Public Works/PK	2022	DODGE	RAM 2500	PW Yard	Gas
LT	Public Works/PK	1999	FORD	F-250	PW Yard	Gas

LT	Public Works/PWO	2001	FORD	F-250 SUPER DUTY	PW Yard	Diesel
LT	Public Works/ST	2015	FORD	F-250	PW Yard	Gas
LT	Public Works/ST	2015	FORD	F-250	PW Yard	Gas
LT	Public Works/ST	2018	DODGE	RAM 2500	PW Yard	Gas
LT	Public Works/WW	1999	FORD	RANGER	PW Yard	Gas
LT	Public Works/WW	2002	DODGE	RAM 2500	PW Yard	Diesel
LT	Public Works/WW	2007	GMC	2500	PW Yard	Gas
LT	Public Works/WW	2009	GMC	2500	PW Yard	Gas
LT	Public Works/WW	2007	JEEP	COMPASS	PW Yard	Gas
LT	Public Works/WW	2016	GMC	2500	PW Yard	Gas
LT	Public Works/WW	2023	GMC	1500	PW Yard	Gas
LT	Public Works/WW	2024	CHEVROLET	2500 HD SILVERADO	PW Yard	Gas
LT	Public Works/WW	2025	FORD	CCTV VAN	PW Yard	Gas
HD/Class	Heavy Duty (over 10k GVW)					
HD/3	Public Works/PK	2025	GMC	SIERRA 2500 HD	PW Yard	Gas
HD/8	Public Works/ST	2007	PETERBILT	LT8500	PW Yard	Diesel
HD/3	Public Works/ST	2025	GMC	SIERRA 3500	PW Yard	Gas
HD/7	Public Works/ST	1992	GMC	TOP KICK	PW Yard	Diesel
HD/7	Public Works/WW	1990	GMC	TOP KICK	PW Yard	Diesel
HD/4	Public Works/WW	2003	FORD	F550	PW Yard	Diesel
HD/8	Public Works/WW	2016	FREIGHTLINER	114 SD VAC-CON	PW Yard	Diesel
HD/3	Public Works/WW	2018	DODGE	RAM 3500	PW Yard	Gas
HD/3	Public Works/WW	2019	DODGE	RAM 3500	PW Yard	Gas
	Police Vehicles					
LT	PD/Admin	2021	CHEVROLET	Colorado	PD	Gas
LT	PD/Admin	2021	CHEVROLET	Malibu	PD	Gas
LT	PD/Admin	2024	CHEVROLET	Malibu	PD	Gas
LT	PD/Admin	2024	CHEVROLET	Malibu	PD	Gas
LT	PD/Admin	2018	CHEVROLET	Silverado	PD	Gas
LT	PD/Admin	2014	CHEVROLET	Tahoe	PD	Gas
LT	PD/Admin	2019	DODGE	Charger	PD	Gas
LT	PD/Admin	2023	DODGE	Durango	PD	Gas
LT	PD/Admin	2022	FORD	Explorer	PD	Gas
LT	PD/Admin	2022	FORD	Explorer	PD	Gas

LT	PD/Admin	2022	FORD	Explorer	PD	Gas
LT	PD/Admin	2022	FORD	F150	PD	Gas
LT	PD/Admin	2014	FORD	Interceptor Sedan	PD	Gas
LT	PD/Admin	2015	FORD	Interceptor Sedan	PD	Gas
LT	PD/Admin	2022	GMC	1500	PD	Gas
PD	PD/Patrol	2023	DODGE	Durango	PD	Gas
PD	PD/Patrol	2023	DODGE	Durango	PD	Gas
PD	PD/Patrol	2023	DODGE	Durango	PD	Gas
PD	PD/Patrol	2023	DODGE	Durango	PD	Gas
PD	PD/Patrol	2023	DODGE	Durango	PD	Gas
PD	PD/Patrol	2022	FORD	Explorer	PD	Gas
PD	PD/Patrol	2017	FORD	Interceptor SUV	PD	Gas
PD	PD/Patrol	2017	FORD	Interceptor SUV	PD	Gas
PD	PD/Patrol	2017	FORD	Interceptor SUV	PD	Gas
PD	PD/Patrol	2020	FORD	Interceptor SUV	PD	Gas
PD	PD/Patrol	2021	FORD	Interceptor SUV	PD	Gas
PD	PD/Traffic	2021	BMW	R 1250 RT P	PD	Gas
PD	PD/Traffic	2021	BMW	R 1250 RT P	PD	Gas
SP	PD/Special	1955	CHEVROLET	Bellaire	PD	Gas
SP	PD/Special	2015	KAWASAKI	Off-road	PD	Gas

ATTACHMENT 3

Cost Proposal Worksheet

Service items noted 'as needed' in Attachment 1 should not be included in the cost per vehicle.

Class ID	Item Description Bundles	Qty	Est. No. of Services Per Year	Cost per Vehicle per Service (including all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in Attachment 1 of this document)	Annual Cost per vehicle	Annual Cost per vehicle classification (Annual Cost per vehicle x Qty)
	A-Service					
	Admin & Light Trucks					
LT	Passenger Vehicles	18	3			
LT	1/2 Ton Trucks/SUVs	19	3			
LT	3/4 Ton Trucks - Gas	15	4			
LT	3/4 Ton Trucks - Diesel	2	4			
	Police Vehicles					
PD	Police Patrol Vehicles	11	6			
PD	Police Motorcycles	2	6			
	Heavy Duty Trucks (over 10k GVW)					
HD	Class 3	4	4			
HD	Class 4	1	4			
HD	Class 7	2	4			
HD	Class 8	2	4			
	Special Vehicles					
SP	1955 Chevy Belair	1	2			
SP	ATV	1	2			
	B-Service					
PD	Police Patrol Vehicles	11	3			
PD	Police Motorcycles	2	3			

	C-Service					
	Admin & Light Trucks					
LT	Passenger Vehicles	18	1			
LT	1/2 Ton Trucks/SUVs	19	1			
LT	3/4 Ton Trucks - Gas	15	1			
LT	3/4 Ton Trucks - Diesel	2	1			
	Police Vehicles					
PD	Police Patrol Vehicles	11	2			
PD	Police Motorcycles	2	2			
	Heavy Duty Trucks (over 10k GVW)					
HD	Class 3	4	1			
HD	Class 4	1	1			
HD	Class 7	2	1			
HD	Class 8	2	1			
	Special Vehicles					
SP	1955 Chevy Belair	1	1			
SP	ATV	1	1			
				Total Annual Proposed Not-to-Exceed Amount for entire fleet		\$

Note: Excel spreadsheet templates can be found at <https://www.atascadero.org/bids-rfps-rfq>

Repair Rates

For repairs not included in A-, B- or C-Services, list hourly rates for each individual or staff classification that will be included in this contract.

Employee Name or Classification	Hourly Rate

Note: Attached additional sheets if needed. Excel spreadsheet templates can be found at <https://www.atascadero.org/bids-rfps-rfqs>

ATTACHMENT 4

List of Personnel

Mechanics employed by proposer:

Name of Mechanic & Job Title	ASE License Number	Expiration Date	Additional Certifications

Note: Attached additional sheets if needed. Excel spreadsheet templates can be found at <https://www.atascadero.org/bids-rfps-rfgs>

Subcontractors:

Provide a list the subcontractors who will perform work on this contract, including relevant licenses, permits, and certifications. Subcontractors performing work in excess of one-percent (1%) of the bid amount shall be listed.

Subcontractor Name & Address	Work to be Performed	Licenses, Certifications, Permits

Note: Attach additional sheets if needed. Excel spreadsheet templates can be found at <https://www.atascadero.org/bids-rfps-rfqs>

ATTACHMENT 5

Sample Contract

SAMPLE CONTRACTOR SERVICES AGREEMENT

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and [Name of Contractor] ("Contractor"). City and Contractor agree as follows:

1. SCOPE AND STANDARDS:

A. **CONTRACT.** Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. EMPLOYMENT STATUS OF PERSONNEL:

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONTRACTOR.** Contractor enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Contractor for the performance of services pursuant to this Contract shall remain employees of Contractor, shall at all times be under the direction and control of Contractor, and shall not be considered employees of City. All persons employed by Contractor to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Contractor employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. **INDEPENDENT INVESTIGATION.** The Contractor agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any

manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. UNLAWFUL DISCRIMINATION PROHIBITED. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. TIME OF PERFORMANCE:

The services of Contractor are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than [insert date], unless extended by the mutual agreement of both parties.

4. COMPENSATION:

A. TERMS. Compensation to the Contractor shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. Contractor shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's express written authorization signed by the City Manager is given to Contractor for the performance of said services.

5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

A. CONTRACTOR SUPERVISES PERSONNEL. The Contractor shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Contractor shall comply with the City Manager's request to monitor performance.

B. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS. The City acknowledges that the Contractor may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Contractor is legally obligated to comply

with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Contractor's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Contractor may have covering and/or with its employees.

C. APPROVAL OF STAFF MEMBERS. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. TERMINATION:

A. 30 DAYS NOTICE. The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Contractor shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.

7. CHANGES:

The City or Contractor may, from time to time, request changes in the scope of the services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Contractor's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. It is mutually agreed that all materials prepared by the Contractor under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Contractor shall have no property right therein whatsoever. City agrees that Contractor shall bear no responsibility for any reuse of the materials prepared by the Contractor if used for purposes other than those expressly set forth in the Intended Use of Contractor's Products and Materials section of this Contract. Contractor shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies

to enable Contractor to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Contractor will be allowed to retain copies of all deliverables.

B. CONTRACTOR TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Contractor in performing this Contract. Contractor will be allowed to retain copies of all deliverables to the City.

9. CONFLICTS OF INTEREST:

A. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Contract. Contractor further covenants that in the performance of this Contract, Contractor shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Contractor agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. CONFIDENTIAL INFORMATION:

A. ALL INFORMATION KEPT IN CONFIDENCE. All materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE. If Contractor or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. COOPERATION. City and Contractor shall promptly notify the other party should Contractor or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Contractor each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Contractor and City

agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Contractor or City. However, City and Contractor's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:

A. CONTRACTOR PROPERTY. Contractor shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract **except as set forth in Exhibit _____**. City acknowledges that all equipment and other tangible assets used by Contractor in providing these services are the property of Contractor and shall remain the property of Contractor upon termination of this Contract.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationery, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.

12. COMPLIANCE WITH LAW:

A. COMPLIANCE REQUIRED. Contractor shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Contractor shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Contractor shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Contractor shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of contractor to comply with this section.

B. PREVAILING WAGES. In the event it is determined that the Contractor is required to pay prevailing wages for the work performed under this Agreement, the Contractor shall pay all penalties and wages as required by applicable law.

13. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

14. ASSIGNABILITY:

Contractor shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

15. LIABILITY OF CONTRACTOR:

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

16. INDEMNIFICATION:

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Contractor, willful misconduct, or recklessness of its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

C. GENERAL INDEMNIFICATION PROVISIONS. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event contractor fails to obtain such

indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

17. INSURANCE:

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit ____** attached to and part of this agreement.

18. RECORDS:

Contractor shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced, and other such information required by City that relates to the performance of services under this Contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of 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. Contractor 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 therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. MISCELLANEOUS PROVISIONS:

A. ASSIGNMENT OR SUBSTITUTION. City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. UNAUTHORIZED ALIENS. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. GOVERNING LAW. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Contractor nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. ENTIRE CONTRACT. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. AMENDMENTS. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. CONSTRUCTION AND INTERPRETATION. Contractor and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. WAIVER. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. SEVERABILITY. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. NOTICES. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero
City Manager
6500 Palma Avenue
Atascadero, CA 93422

Contractor: [NAME OF CONTRACTOR]
[CONTACT PERSON]
[Street Address]
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

Effective to this _____ day of _____, 2025 by the parties as follows.

Approved as to form:

[NAME OF CONTRACTOR]

Counsel for Contractor

By: _____
[Name and Title]

Approved as to form:

CITY OF ATASCADERO

By: _____
XXXXX, City Attorney

By: _____
[Name and Title]

CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700

I am 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 I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONTRACTOR

[Contractor Name and Title]

EXHIBIT A
Scope of Work

EXHIBIT B

Compensation and Method of Payment

***TOTAL COST OF CONTRACT NOT TO EXCEED
WITHOUT PRIOR WRITTEN AUTHORIZATION***

\$XX,XXX.XX

Services will be conducted on a not to exceed the contractual amount of \$XX,XXX.XX.

Any additional services authorized by the City of Atascadero, not included in the scope of services as defined by this contract, must be approved in the form of a City of Atascadero ***Change Order prior to performing*** additional work. All additional work authorized by a City of Atascadero change order will be compensated at the same unit cost for the defined services as agreed to in the attached contract. Payment will be made within 30 days after receipt and approval of invoice.

Payments to the consultant in excess of the contract amount of \$XX,XXX.XX will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

CONTRACTOR

Name, Title

EXHIBIT B

Compensation and Method of Payment

EXHIBIT C

Items Provided by City

EXHIBIT D
Location Schedule

EXHIBIT E

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the Contractor's profession.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability (as appropriate): \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Additional Insured

The City of Atascadero will need to be added to the policy as Additional Insured by endorsement to the General Liability, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.