

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 9<sup>th</sup> day of January, 2024 by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and Big Truck Rental, an LLC corporation ("Consultant").

### RECITALS

A. Big Truck Rental, LLC is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B. Big Truck Rental, LLC possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Big Truck Rental, LLC to render the professional services set forth in this Agreement.

### AGREEMENT

1. Scope of Services. Big Truck Rental, LLC shall perform the rental services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Big Truck Rental, LLC dated November 28, 2023 and attached hereto as Attachment 2. Big Truck Rental, LLC shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the rental services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Big Truck Rental, LLC shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Big Truck Rental, LLC from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Big Truck Rental, LLC's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than **December 31, 2024**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Big Truck Rental, LLC shall not exceed ONE HUNDRED THOUSAND DOLLARS

(\$100,000.00). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Big Truck Rental, LLC shall submit monthly billings to City specifying and describing the work performed during the preceding month. Big Truck Rental, LLC's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Big Truck Rental, LLC no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Big Truck Rental, LLC fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Big Truck Rental, LLC perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Big Truck Rental, LLC shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Big Truck Rental, LLC shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Big Truck Rental, LLC, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Big Truck Rental, LLC for such work. City shall have the sole right to use such materials in its discretion without further compensation to Big Truck Rental, LLC or to any other party. Big Truck Rental, LLC shall, at Big Truck Rental, LLC's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Big Truck Rental, LLC shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Big Truck Rental, LLC in connection with the performance of this Agreement, shall be held confidential by Big Truck Rental, LLC. These materials shall not, without the City's prior written consent, be used by Big Truck Rental, LLC for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Big Truck Rental, LLC that is otherwise known to Big Truck Rental, LLC, or is generally known, or has become known to the related profession shall be deemed confidential.

Big Truck Rental, LLC shall not use City's name or insignia, photographs relating to the Project for which Big Truck Rental, LLC's services are rendered, or any publicity pertaining to the Big Truck Rental, LLC's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Big Truck Rental, LLC's Books and Records.

A. Big Truck Rental, LLC shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Big Truck Rental, LLC under this Agreement.

B. Big Truck Rental, LLC shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Big Truck Rental, LLC's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Big Truck Rental, LLC's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Big Truck Rental, LLC, Big Truck Rental, LLC's representatives, or Big Truck Rental, LLC's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Big Truck Rental, LLC shall act as and be an independent contractor and not an agent, or employee of the City. Big Truck Rental, LLC shall obtain no rights to retirement or other benefits that accrue to City's employees, and Big Truck Rental, LLC expressly waives any claim it may have to any such rights.

11. Interest of Big Truck Rental, LLC.

A. Big Truck Rental, LLC represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Big Truck Rental, LLC's services hereunder. Big Truck Rental, LLC further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Big Truck Rental, LLC is not a designated employee within the meaning of the Political Reform Act because Big Truck Rental, LLC:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Big Truck Rental, LLC.

A. City is relying upon the professional training and ability of Big Truck Rental, LLC to perform the services hereunder as a material inducement to enter into this Agreement. Big Truck Rental, LLC shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Big Truck Rental, LLC shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Big Truck Rental, LLC's field of expertise.

B. The primary provider of the services required by this Agreement shall be Big Truck Rentals. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Big Truck Rental, LLC shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Big Truck Rental, LLC represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Big Truck Rental, LLC to practice its profession. Big Truck Rental, LLC represents and warrants to City that Big Truck Rental, LLC shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Big Truck Rental, LLC to practice its profession.

15. Indemnification and Hold Harmless. Big Truck Rental, LLC agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Big Truck Rental, LLC's performance of this Agreement, or Big Truck Rental, LLC's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Big Truck Rental, LLC, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Big Truck Rental, LLC shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Big Truck Rental, LLC shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                   City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
Attention: Avneet Mahil

If to: Consultant:       Big Truck Rental, LLC (BTR)  
4221 W Boy Scout Blvd., Ste. 400  
Tampa, FL 33607  
Attention: Jason Stumm

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Big Truck Rental, LLC. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Big Truck Rental, LLC and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Big Truck Rental, LLC. Assignments of any or all rights, duties, or obligations of the Big Truck Rental, LLC under this Agreement will be permitted only with the express written consent of the City. Big Truck Rental, LLC shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Big Truck Rental, LLC shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing

party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Big Truck Rental, LLC warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Big Truck Rental, LLC warrants that it has not employed or retained any person, other than a bona fide employee working solely for Big Truck Rental, LLC, to solicit or secure this Agreement. Further, Big Truck Rental, LLC warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Big Truck Rental, LLC, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Big Truck Rental, LLC represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Big Truck Rental, LLC's Proposal/Big Truck Rental, LLC's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Big Truck Rental, LLC's proposal/Big Truck Rental, LLC's attachments.

**END**





**ATTACHMENT 1**

**REQUEST FOR PROPOSAL**

**The City found this vendor is the only company that has the product that we require.**

**ATTACHMENT 2**  
**BIG TRUCK RENTAL, LLC'S PROPOSAL**

BTR SUPPLEMENTAL AGREEMENT



Company Address 4221 W. Boy Scout Blvd  
Suite 400  
Tampa, FL 33607

Prepared By Jason Stumm

Created Date 11/28/2023  
Email jstumm@bigtruckrental.com  
Quote Number 00039903

CUSTOMER INFORMATION

Billing Customer City of Manteca  
Billing Contact Carl Brown  
Billing Address 1001 W Center St  
Manteca CA 95337  
Billing Email [cbrown@manteca.gov](mailto:cbrown@manteca.gov)  
Billing Phone (209) 456-8448  
Billing Mobile 209-456-8415 Direct Office Line

Rental Customer City of Manteca  
Shipping Contact Carl Brown  
Shipping Address 1001 W Center St.  
Manteca CA 95337  
United States  
Shipping Email [cbrown@manteca.gov](mailto:cbrown@manteca.gov)  
Shipping Phone (209) 456-8448  
Shipping Mobile 209-456-8415 Direct Office Line

Product Details

| Asset Number | Year | Chassis Make | Chassis Model | Chassis Vin       | Product Family | License Plate | Miles     | Hours    | Truck Location |
|--------------|------|--------------|---------------|-------------------|----------------|---------------|-----------|----------|----------------|
| 4022167      | 2023 | Mack         | LR 64R        | 1M2LR2GC9PM007803 | Side Loader    | DB39AC        | 17,208.00 | 1,896.00 | Memphis, TN    |

Pricing Details

| Asset Number | Line Item Description                                   | Quantity | Sales Price | Total Product Price | Transportation Cost | Security Deposit | Rental Start Date | Rental End Date |
|--------------|---|----------|-------------|---------------------|---------------------|------------------|-------------------|-----------------|
| 4022167      | Long Term Automated Side Loader on a multi-weekly basis | 4.00     | \$2,675.00  | \$10,700.00         | \$8,619.00          | \$0.00           | 12/1/2023         | 12/28/2023      |

RENTAL CONTRACT PRICING SUMMARY

|                           |             |                  |             |
|---------------------------|-------------|------------------|-------------|
| Order Subtotal            | \$10,700.00 | Total Amount Due | \$19,319.00 |
| Total Security Deposit    | \$0.00      |                  |             |
| Total Transportation Cost | \$8,619.00  |                  |             |

RENTAL REMINDERS

**MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

**TAXES:** A rental invoice will be issued within one week after delivery, including all applicable taxes.

**INSURANCE:** This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

**RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer



shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

**MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

**DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

**TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

**FUEL:** Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

**GOVERNMENT:** All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.  
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

**CUSTOMER**

CUSTOMER NAME:

PURCHASE ORDER #:

BY:

DATE:

(Signature)

TAX ID #:

PRINT NAME:

STATE:

TITLE:

\_\_\_\_\_ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to [btrsales@bigtruckrental.com](mailto:btrsales@bigtruckrental.com) or fax to (813) 261-0821.

**AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE**

Agent's Name: \_\_\_\_\_

Agent's Name: \_\_\_\_\_



Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_ State: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_ State: \_\_\_\_\_

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.

**ATTACHMENT 3**

**SCHEDULE OF ACTIVITIES**

Delivery of the vehicle will happen immediately after the contract is executed.

Repairs to the vehicle will be done by the manufacture or owner of the vehicle.

Fleet will be responsible for preventive maintenance.

**ATTACHMENT 4**

**INSURANCE DOCUMENT**

**Risk has been notified and will be providing insurance for the use of the vehicle on our Allegiant policy.**