

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **RESOURCE MACHINERY & ENGINEERING** ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of the maintenance and repair of Scarab equipment; and

WHEREAS, the parts are only available through the equipment manufacturer, Scarab, and Resource Machinery & Engineering is the factory authorized Scarab dealer.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: Provide parts and repair of the Scarab windrow turner located at the CITY's Mt. Vernon Recycling & Composting Facility to the CITY's satisfaction all in accordance with **EXHIBIT A** ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.
2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

On an hourly [or time/material] basis in accordance with the hourly rates as shown on **Exhibit A**.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an

itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$90,000 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate one year from date first written above.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed

and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve

to vary the terms of this Agreement.

16. INSURANCE.

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior

to execution of this Agreement and approved by CITY in writing.

16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually

attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **RESOURCE MACHINERY & ENGINEERING**
280 W. Stanley Avenue, Unit A
Ventura, CA 93001
Tel: 805-641-0991

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 45-2335097

CONTRACTOR is a corporation? Yes X No
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
RESOURCE MACHINERY & ENGINEERING

By: _____
KAREN GOH
Mayor

By: Michael Clarke
Print Name: Michael Clarke
Title: President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney
Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: Nick Fidler
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 21820 Burbank Blvd. Suite 175 Woodland Hills CA 91367	CONTACT NAME: Emily Yeung PHONE (A/C No. Ext): 818-316-0999 E-MAIL ADDRESS: emily_yeung@ajg.com	FAX (A/C No.): 818-316-0990	
INSURED Resource Machinery & Engineering, Inc. 341 Franklin Lane Ventura, CA 93001	RESOMAC-01	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Admiral Insurance Company	24855
		INSURER B: Hartford Accident and Indemnity Company	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 694650187

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CA000023545-05	2/22/2020	2/22/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		72UECHB7542	2/17/2020	2/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, it's mayor, council, officers, agents, employees are included, when required by written contract, as additional insured with respects to General Liability per form CG 20 10 04 13 attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield
1600 Truxton Ave
Bakersfield CA 93301-5201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Effective Date: 02/22/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OR MANAGER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" FIRST OCCURS, OR THE "PERSONAL AND ADVERTISING INJURY" OFFENSE IS FIRST COMMITTED, SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS AT WHICH THE NAMED INSURED IS PERFORMING ONGOING OPERATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Resource Machinery & Engineering

280 W. Stanley Ave., Ventura, Unit A, CA 93001
Phone: 1 (805) 641-0531 Fax: 1 (805) 232-0531

March 12th, 2020

City of Bakersfield
Fleet Services Division
4101 Truxtun Avenue, Building D
Bakersfield, CA 93309

Re: Resource Machinery & Engineering - Workers compensation insurance.

As the officer and owner of RME, I do not carry worker's compensation because I am sole proprietor and all subcontractors are individually licensed as required by Cal-OSHA. I am exempt from worker's compensation for that reason.

If this situation changes at any time in the future, I will notify all interested parties.

Resource Machinery & Engineering

Signed: Michael Clarke

Title: President

Date: 3/12/2020



SCARAB International, LLLP
1475 County Road W
White Deer, TX 79097
806-883-7621

March 22, 2020

Dear City of Bakersfield:

Resource Machinery & Engineering (Michael Clarke) is the Sole Source Provider for the Parts and Service required for your SCARAB Compost Turner, please see the terms listed below.

- All parts and services are provided on an as needed basis with cost quoted at the market rate at the time of order.
- warranty policy will be upheld as per each individual item and the manufacturer of that item
- return policy will be upheld as per each individual item and the manufacturer of that item
- all prices are E.X.W. origin

If I can provide any additional information, please let me know.

Thank you,

A handwritten signature in black ink that reads "Kovette Bradley". The signature is fluid and cursive, with the first name "Kovette" being more prominent than the last name "Bradley".

Kovette Bradley

Office Administrator

SCARAB International, LLLP

1475 County Road W

White Deer, TX 79097

(806) 883-7621

F: (806) 883-6804

Kovette.bradley@scarabmfg.com

**Resource Machinery & Engineering**

280 W. Stanley Ave, Unit A
Ventura, CA 93001

Phone: 1 (805) 641-0991

Fax: 1 (805) 232-0991

Exhibit A

Quotation

Date	Quote #
3/9/2020	2533

Name / Address	Vendor ID
City of Bakersfield Finance Department, 1600 Truxtun Ave, Bakersfield, CA 93301	

Customer Contact	P.O. No.	Terms	Rep	FOB	Machine S/N
Albino R Gonzalez		Due on receipt	MC	White Deer TX	20BD-540-RT 446

Part #	Description	Qty	Unit Price	Total
Drum 20' Combo	SCARAB 1/2 X 48" X 20' Combination (auger/flail) Drum with 3-15/16" replaceable shafts	1	38,262.69	38,262.69T
5/8VP1800	SCARAB Drum Drive Belt - GATES 5/8VP1800 Predator V-Belt - Top pulley set	2	2,645.91	5,291.82T
4/8VP1900	SCARAB Drum Drive belts 4/8VP1900 Gates Predator V-Belt - Bottom pulley set	3	2,239.47	6,718.41T
P4B522-ISAF-315	SCARAB Drum Bearing P4B522 315R/E 315R Drum Bearing Drive Side. 315RE Drum Bearing Idle Side.	2	1,783.435	3,566.87T
128V1600QD	MAR 12 8V 1600QD HI-CAP TB V-Belt Pulley 5050	1	3,937.15	3,937.15T
5050	5050 X 3-15/16 Bushing	1	353.11	353.11T
12/8V4450	Martin 12 8V 4450 P HI CAP QD V-Belt Pulley	1	9,156.34	9,156.34T
PX3	QD bushing P3-15/16"	1	1,404.00	1,404.00T

Please sign, add PO # and return this quotation by fax to (805) 232-0991. This Quotation is a confirmed order and Pro Forma invoice when authorized below and returned within the quotation period with established financing or payment arrangements. Shipping is additional
NOTE: if stated shipping quotes are estimates only, actual shipping costs may be greater

Subtotal

NAME:

DATE:

Sales Tax (8.25%)

TITLE:

PHONE:

Total

P.O. No:

AUTHORIZED SIGNATURE:

Valid for 30 days from date of Quotation shown above

We appreciate your inquiry and look forward to your purchase order

Please contact (909) 615-6930 or mclarke@resourcemachinery.com with your questions or comments

**Resource Machinery & Engineering**

280 W. Stanley Ave, Unit A
Ventura, CA 93001

Phone: 1 (805) 641-0991

Fax: 1 (805) 232-0991

Quotation

Date	Quote #
3/9/2020	2533

Name / Address	Vendor ID
City of Bakersfield Finance Department, 1600 Truxtun Ave, Bakersfield, CA 93301	

Customer Contact	P.O. No.	Terms	Rep	FOB	Machine S/N
Albino R Gonzalez		Due on receipt	MC	White Deer TX	20BD-540-RT 446
Part #	Description	Qty	Unit Price	Total	
	Labor to take off old drum and fit new drum. Fit new drum drive belts and new drum bearings and pulleys SCARAB 20BD-450-RT s/n 446 15% deposit on SCARAB drum due with receipt of order further 75% of SCARAB drum due on notice to ship Balance due on completion of project Shipping estimated, cost may be higher on final invoice. Recommend that drum bearings be replaced Recommend that drive belts be replaced. Recommend that V-Belt pulleys be inspected and replaced as necessary	1	10,600.00	10,600.00	
	Shipping Drum from White Deer, TX	1	3,200.00	3,200.00	
Please sign, add PO # and return this quotation by fax to (805) 232-0991. This Quotation is a confirmed order and Pro Forma invoice when authorized below and returned within the quotation period with established financing or payment arrangements. Shipping is additional NOTE: if stated shipping quotes are estimates only, actual shipping costs may be greater				Subtotal	\$82,490.39
NAME:	DATE:			Sales Tax (8.25%)	\$5,666.96
TITLE:	PHONE:			Total	\$88,157.35
P.O. No:	AUTHORIZED SIGNATURE:				

Valid for 30 days from date of Quotation shown above

We appreciate your inquiry and look forward to your purchase order

Please contact (909) 615-6930 or mclarke@resourcemachinery.com with your questions or comments