

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

CONTRACT

**35646**

THIS CONTRACT is made and entered, in duplicate, as of August 20, 2020 for reference purposes only, pursuant to Resolution No. RES-20-0090, adopted by the City Council of the City of Long Beach at its meeting on August 4, 2020, by and between LOS ANGELES TRUCK CENTERS, LLC, DBA VELOCITY TRUCK CENTERS, a California limited liability company ("Contractor"), with a place of business at 2429 S Peck Rd, Whittier, CA 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desire to purchase two (2) CNG-fueled 2021 Freightliner M2112 pothole patch trucks (the "Trucks"); and

WHEREAS, Contractor, in conjunction with PB Loader Corporation, is the sole source provider of CNG-fueled pothole patch trucks, with PB Loader Corporation acting as the only authorized dealer in the Southern California, Nevada and Arizona region; and

WHEREAS, the City adopted Specifications No. RFP FS17-069 and entered Agreement No. 34902 with Contractor for a design/build of CNG-fueled pothole patch trucks. As such, the trucks were specifically designed and built for the City; and

WHEREAS, this Contract will allow for a continuity of maintenance, parts, and service, minimizing costs; and

WHEREAS, City did by Resolution No. RES-20-0090 determine that the City's need to purchase the Trucks could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase the Trucks, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish and deliver to City two (2) CNG-fueled 2021 Freightliner M2112 pothole patch trucks, attached hereto as Exhibit "A" and

1 incorporated herein by reference, as authorized by Resolution No. RES-20-0090.

2           2.     City shall pay Contractor in due course of payments, following receipt  
3 of an invoice from Contractor and upon acceptance from City, for the Trucks, the prices  
4 shown in Exhibit "A", a sum not to exceed Five Hundred Thirty-Nine Thousand Three  
5 Hundred Thirty-One Dollars (\$539,331), inclusive of taxes and fees.

6           3.     The term of this Contract shall commence on August 4, 2020, and  
7 shall terminate at midnight on August 3, 2022 unless sooner terminated as provided herein.  
8 The City may terminate this Contract by giving thirty (30) days prior notice of termination  
9 to Contractor.

10          4.     Neither this Contract nor any of the moneys that may become due to  
11 Contractor hereunder may be assigned without the prior written consent of City.

12          5.     Any notices required hereunder or desired to be given by either party  
13 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
14 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
15 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
16 shall be deemed given on the date personal delivery is made or on the date of deposit in  
17 the mail, whichever first occurs.

18          6.     City shall have the benefit of any warranty from the manufacturer on  
19 the Trucks, and Contractor warrants that the Trucks are in good working order and free from  
20 defect at the time of delivery.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

LOS ANGELES TRUCK CENTERS, LLC,  
DBA VELOCITY TRUCK CENTERS, a  
California limited liability company

Sept. 25, 2020

By [Signature]  
Name James C. Barker  
Title President

September 28, 2020

By [Signature]  
Name Pryan Kobus  
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

October 10, 2020

By [Signature]  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
"City" THE CITY CHARTER.

This Contract is approved as to form on October 7, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT "A"



**SALES**  
Toll Free (800) 366-4621  
Reception (562) 447-1200

**PARTS (877) 727-8752**  
**SERVICE (866) 385-8757**  
**COLLISION CENTER (562) 447-1257**

2429 S. Peck Road, Whittier CA 90601

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 112663

CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIONS

DE-69665/2020-118340

Purchaser's Name(s)

Stock #

On Order

Address 2600 TEMPLE AVE

Date

04/09/2020

City LONG BEACH

State CA

Bus Phone

(562)570-5000

County Long Beach\* [10.25]

Zip 90806

Cell Phone

Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About	
New	FREIGHTLINER	M2112	2021	WHITE	12/31/2020	
Type of Vehicle	Serial Number	Mileage			Price Per Unit	Quantity
Truck	Factory Order					2
<b>Cash Price Of Base Vehicle</b>					\$244,584.68	\$489,169.36
Additional Options:						
ADDITIONAL QUANTITIES FS 17-069 PATCH TRUCKS PURCHASE ORDER NO. POFM18000020						
FET Tire Credit \$0.00 County Long Beach* [10.25] GVWR/GCWR 35000						
Doc Fee / Prep Fee					\$0.00	
Total					\$244,584.68	\$489,169.36
California Tire Recycle Fee					\$10.50	\$21.00
FET					\$0.00	
Sales Tax 10.25000					\$25,069.93	\$50,139.86
License/Registration Fee					\$0.00	
O/S Delivery Fee						
Total Cash Delivered Price					\$269,665.11	\$539,330.22
Cash down		Check/PO#				
payment				Deposit on Order Each		
				Cash on Delivery		
Description Of Trade-In				Appraisal Allow. For Used Vehicle Trade		
Make	Model	Type	Year	Quantity	Less Balance Owning to	
					Trade in Allowance	
Eng. No.	VIN No.		License No			\$539,330.22
						<b>Amount Due Upon Delivery</b>

**ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.**

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIONS

Purchaser's Name

Ron Creighton

Sales Person

X

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jun 10 2020 12:53PM

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

\_\_\_\_\_ (Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or hereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

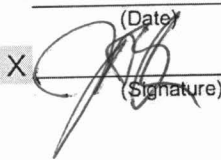
9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: \_\_\_\_\_  
(Company Name)

Signor's Name and Title: \_\_\_\_\_  
(Please Print Name and Title. Must be an Officer of the company  
Authorized to approve capital purchases.)

\_\_\_\_\_ (Date)  
X  \_\_\_\_\_ (Signature)