

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

AGREEMENT

35801

THIS AGREEMENT is made and entered, in duplicate, as of November 24, 2020 for reference purposes only, pursuant to Resolution No. RES-20-0143 adopted by the City Council of the City of Long Beach at its meeting on November 17, 2020, by and between LOS ANGELES TRUCK CENTERS, LLC, DBA VELOCITY TRUCK CENTERS, a California limited liability company ("Contractor"), with a place of business located at 2429 S. Peck Rd., Whittier, CA 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase eight (8) Autocar ACX64 side loading refuse trucks ("Refuse Trucks"); and

WHEREAS, the City of Pasadena, after a competitive procurement process, entered into an agreement with Los Angeles Truck Centers, LLC, DBA Velocity Truck Centers, for the purchase of these Refuse Trucks, Purchase Order No. 1182323-00 ("Pasadena Contract"); and

WHEREAS, Contractor has agreed to extend the terms and pricing rates established in the Pasadena Contract to the City, as outlined in Exhibit "A-1", attached hereto and incorporated by this reference; and

WHEREAS, Resolution No. RES-20-0143 authorizes the City to purchase Refuse Trucks by virtue of the Pasadena Contract;

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

1. The Pasadena Contract with Contractor, attached hereto as Exhibit "A-2", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Pasadena Contract shall be applicable here except as follows:

1 A. Wherever the Pasadena Contract refers to the City of
2 Pasadena, it shall be deemed to refer to the City of Long Beach;

3 B. Contractor shall sell, furnish and deliver to the City eight (8)
4 Refuse Trucks of substantially the same type and kind purchased under the
5 Pasadena Contract, except as modified by Exhibit "B" attached hereto and
6 incorporated by this reference, in an amount not to exceed Two Million Eight
7 Hundred Sixty Six Thousand Eight Hundred Eight Dollars (\$2,866,808), including
8 tax and fees, extending until the warranty on the Refuse Trucks expire. To the
9 extent that the Pasadena Contract and this Agreement are inconsistent, the
10 following priority shall govern: (1) this Agreement and (2) the Pasadena Contract.

11 C. Payment for the Refuse Trucks purchased from Contractor by
12 the City shall be made by the City on delivery to and acceptance of the Refuse
13 Trucks by the City and submittal of an invoice to the City. Payment is due thirty (30)
14 days after the date of the invoice.

15 D. All warranties shall accrue to the City of Long Beach.

16 2. Neither this Agreement nor any money that becomes due to
17 Contractor under this Agreement may be assigned by Contractor without the prior written
18 consent of the City Manager or his designee.

19 3. Any notice given under this Agreement shall be in writing and
20 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
21 delivered or mailed to Contractor at the relevant address first stated above, and to the City
22 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
23 shall be deemed given three days after deposit in the mail.

24 4. The terms appearing on the Pasadena Contract are incorporated in
25 this Agreement.

26 5. Contractor shall cooperate with the City in all matters relating to self-
27 accrual of use tax. Contractor shall contact the City Treasurer for additional information
28 regarding self-accrual.

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6. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all 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

_____, 20__

By [Signature]
Name James Barker
Title President

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

January 13, 2021

By Linda J. Jatum

City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is approved as to form on January, 2021

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

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

_____, 20__

By 
Name James Barker
Title President

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

_____, 20__

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT "A-1"



2429 S. PECK ROAD WHITTIER, CA. 90601

October 5, 2020

Mr. John Seevers

City of Long Beach Fleet Services

2600 Temple Avenue

Long Beach, CA. 90806

Re: Cooperative Purchase Agreement

Dear Mr. Seevers,

I am pleased to offer the City of Long Beach Fleet Services the opportunity to participate in a cooperative purchase agreement that was awarded from the City of Pasadena to Los Angeles Truck Centers, LLC dba Velocity Vehicle Group for CNG Powered Automated Side Loading Refuse Vehicles. This was a competitive bid process whereby Los Angeles Truck Centers, LLC was awarded by Purchase Order No. 1182323-00. It is understood that Los Angeles Truck Centers, LLC has offered to the City of Long Beach under the same pricing and terms as awarded by the City of Pasadena for the following: 2021 Model Year Autocar ACX64 with New Way 29 CY Sidewinder Automated Side Loading Refuse Collection Body. We appreciate the opportunity to earn your valued business. Please feel free to contact me if you have any questions or require additional information.

Warmest Regards,

A handwritten signature in black ink that reads 'Ron Creighton'.

Ron Creighton

Fleet & Municipal Sales

(909) 510-4406 o

(562) 755-6108 c

EXHIBIT "A-2"

Bid Detail

Bid Detail

Project Title SIDE LOADER REFUSE VEHICLES
Invitation No. PUBLIC WORKS
Bid Posting Date April 25, 2018 2:27 PM (Pacific)
Project Stage Closed
Bid Due Date May 14, 2018 3:00 PM (Pacific)
Response Format Electronic only

Project Type Bid
Response Types Line Item, General Attachments
Type of Award Lump Sum

Categories 07000 - Automotive Vehicles And Related Transportation Equipment (Including Trailers) (Effective 1-1-06 This Class Inactivated, Refer To Classes 071, 072 And 073)
35800 - Mass Transportation - Rail Vehicles And Systems
92800 - Equipment Maintenance And Repair Services For Automobiles, Trucks, Trailers, Transit Buses And Other Vehicles
92815 - Automobile And Other Passenger Vehicles Maintenance And Repair (Not Otherwise Classified)
96289 - Vehicle Transporting Services
96293 - Vehicle Registration Services
96890 - Vehicle Towing And Storage

License Requirements

Preferences
Restriction Type None

Department General Purchasing
Address 100 North Garfield Avenue, Room 328, Purchasing & Payables Division, Pasadena, California
County Los Angeles

Bid Valid
Liquidated Damages
Estimated Bid Value
Start/Delivery Date
Project Duration

Bid Bond Information

Bid 0.0%
Performance 0.0%
Payment 0.0%

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A No

Contact Information

Contact Info Thanos Gauthier, Street Maintenance & Integrated Waste Management, 626-744-6472, tgauthier@cityofpasadena.net
Bids to Owner's Agent

Description

Scope of Services
Other Details
Notes

Local Programs & Policies



Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS

Purchase Order # **1182323-00**

All invoices must reference the Purchase Order number.
Upload all invoices via: <http://Invoice.cityofpasadena.net>

B

City of Pasadena
Mail Room - Invoice Processing
100 N. Garfield Avenue, Room N023
Pasadena, CA 91101-1726
Ph: (626) 744-4355
Fax: (626) 396-7600

C

LOS ANGELES TRUCK CENTERS LLC
DBA: VELOCITY VEHICLE GROUP
2429 PECK RD
WHITTIER CA 90601

D

PUBLIC WORKS DEPT-SOLID WASTE
233 W MOUNTAIN ST
PASADENA CA 91103

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
909-510-4406		562-447-1544		2183080			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
06/26/2018	8	06/18/2018	NET30		PUBLIC WORKS DEPT-SOLID WASTE		
Item#	Description/Part No			Qty	UOM	Unit Price	Extended Price
1	<p>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading</p> <p>Automotive Vehicles And Related Transportation Equ</p> <p>For the purchase of two side loader refuse vehicles in SMIWM Fleet. Replacement for vehicle nos. 2241, 2243. Council approval received June 18, 2018.</p> <p>ACKNOWLEDGMENT: Contractor/Vendor acceptance of this Purchase Order or payment, or shipment of goods and/or provision of services, shall constitute Contractor/Vendor unqualified acceptance of the terms of this Purchase Order. This document, in its entirety, does not constitute a firm offer by the City, and may be revoked at any time prior to acceptance. Pre-existing contract language, as agreed upon, shall prevail. NOTE: Terms and conditions are the final pages of this PDF.</p>			1.0	EACH	\$711,830.000	\$711,830.00

By [Signature]
Authorized Signature

By [Signature]
Authorized Signature

VENDOR COPY

Total Ext. Price	\$711,830.00
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$711,830.00

CITY
OF

PASADENA



BID SPECIFICATION

FURNISH MATERIALS AND SUPPLIES FOR

SIDE LOADER REFUSE VEHICLES

FOR THE

PUBLIC WORKS DEPARTMENT

CITY OF PASADENA, CALIFORNIA



CITY

City of Pasadena
NOTICE INVITING BIDS
FOR
SIDE LOADER REFUSE VEHICLES

Bids will be received electronically through Planet Bids (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addendums. Bids will be received prior to **3:00pm, May 14, 2018**, and will be opened online at that time. The bids shall be clearly titled:

SIDE LOADER REFUSE VEHICLES

Copies of the Specifications may be obtained by mail or in person from the Purchasing Division, 100 N. Garfield Ave., Room S-349, Pasadena, CA 91109, Telephone No. (626) 744-6755.

Refer to the Specifications for complete details and bidding requirements. The Specification and this Notice shall be considered a part of any contract made pursuant thereunder.

DATED: **MAY 3, 2018**

Steve Mermell
City Manager

CITY OF PASADENA

Instructions to Bidders
and
Specifications for

SIDE LOADER REFUSE VEHICLES

City personnel with whom prospective bidders will deal with are:

Thanos Gauthier, Street Maintenance & Integrated Waste Management, 626-744-6472,
tgauthier@cityofpasadena.net

Antonio Watson, Purchasing Division, 626-744-8382, awatson@cityofpasadena.net

Bid opening time is **3:00pm, May 14, 2018**

Bids will be received electronically through Planet Bids (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addendums.

*The City does not plan to hold a pre-bid conference. Instead, the City will accept **written** questions via PlanetBids only **received** no later than five days prior to the bid date.*

*The City will accept **written** questions (via e-mail) **received** no later than five calendar days prior to the bid date. Please address any questions as follows:*

SIDE LOADER REFUSE VEHICLES

Thanos Gauthier, Street Maintenance & Integrated Waste Management, 626-744-6472,
tgauthier@cityofpasadena.net

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SIDE LOADER REFUSE VEHICLES

3:00pm, May 14, 2018,

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INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS

1.1 GENERAL BID REQUIREMENTS:

To be considered, a bidder must follow the format for bids in the specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening but not for 90 days after opening.

1.2 BIDDER MUST MAKE THOROUGH INVESTIGATION:

It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

1.3 ACCEPTANCE OF CONDITIONS:

By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

- 1.3.1 All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;
- 1.3.2 The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- 1.3.3 The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- 1.3.4 The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;
- 1.3.5 The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- 1.3.6 This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

1.4 TRUTH AND ACCURACY OF REPRESENTATION

False, incomplete or unresponsive statements in connection with the bid may be sufficient cause for rejection of a bidder.

1.5 CITY CHANGES TO THE BID DOCUMENTS.

The City reserves the right to change any part of these Instructions to Bidders and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda shall

be made available to each bidder. A bidder's failure to address the requirements of the addenda may result in the bid not being considered. If the City determines that a time extension is required for the bid, the addenda will give the new submission date. The Bidder is responsible to register at <https://www5.cityofpasadena.net/finance/doing-business-with-the-city/> to insure they receive all bid documents including addendums which are available as a download. You can follow the instructions in the attachments named "Instructions for Registering onto Planet Bids."

1.6 NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT:

All bids opened by the City at the time of bid opening shall become the exclusive property of the City. Upon opening, all bids accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

1.7 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS:

The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- 1.7.1 The quality of the material offered;
- 1.7.2 The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- 1.7.3 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 1.7.4 The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;
- 1.7.5 The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 1.7.6 The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- 1.7.7 Litigation by the bidder on previous orders or contracts with the City;
- 1.7.8 The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

1.8 ERRORS AND OMISSIONS:

Bidders shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders or Specifications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

1.9 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES:

Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

1.10 TAXES:

Price bid shall include all federal, state, local and other taxes.

1.11 LOCAL BIDDERS: REFUND OF SALES AND USE TAX:

For the purpose of determining the lowest bidder on a contract for materials and supplies only, 1% of that portion of the bid subject to sales or use tax shall be deducted from any bid where it is determined that if such bidder were awarded the contract, the City would receive a refund of the 1% sales and use tax pursuant to the Uniform Sales and Use Tax Ordinance of the City of Pasadena.

1.12 SPECIAL REQUIREMENTS OF CONTRACTORS:

There is a separate packet of forms as part of these specifications that a bidder must complete to establish compliance with a number of special City of Pasadena requirements, including, but not limited to, Equal Employment and Affidavit of Non Collusion. These forms and their instructions should be considered an integral part of the specifications and failure to complete them shall be grounds, in the sole discretion of the City, for rejection of any bidder.

1.13 PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORKS CLAIMS PROCEDURE

Observe attached details regarding Public Contract Code Section 9204.

1.14 FEDERAL TERMS AND CONDITIONS

In as much as there are Federal Requirements for this solicitation please the attachment named "Federal Terms & Conditions."

2.0 SPECIAL CITY REQUIREMENTS

2.1 EQUAL EMPLOYMENT OPPORTUNITY IN CONTRACTING:

2.1.1 Policy - The City of Pasadena is committed to a policy of Equal Employment:

Contracting. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

2.1.2 Compliance -- To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful bidder may be required to submit documentation during the term of the contract to evidence on going compliance with the City's Equal Opportunity Practices Provisions. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Required Forms -- Each bidder must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless bidder has an approved Form on file with the City.

Questions regarding Chapter 4.08 of the Pasadena Municipal Code and regulations adopted pursuant thereto should be directed to the Department of Finance, Purchasing & Payables Division.

2.2 DECLARATION OF NON-COLLUSION BY CONTRACTOR:

The City requires that each bidder executes and submits to the City with the Bid, the attached Declaration of Non-Collusion.

2.3 LOCAL PREFERENCES.

The City of Pasadena is committed to promoting the economic health and well being of its residents. To this end, contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions that result from the performance of this contract and which are performed within the City.

2.4 PROTEST PROCEDURE

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICATION PROTEST PROCEDURE found at the following link:

[\(https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/\)](https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/) . A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.

3.0 GENERAL SPECIFICATIONS

3.1 BID PROPOSAL QUANTITIES:

The quantities contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City may, in accordance with the specifications, order more equipment and/or materials as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of material actually provided as determined by the City and accepted at the unit prices noted in the bid.

3.2 EVALUATION OF BID:

Bids will be evaluated based on the lowest Grand Total Price submitted in the Bidders' Proposal. The contract award will be made from among responsive and responsible bidders. In case of a discrepancy between the unit prices and item total, the unit price shall govern. In the event of a discrepancy between the item totals and the grand total price the item totals shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

3.3 SAMPLE CONTRACT:

A sample of the contract the successful bidder will be required to enter into with the City is attached hereto and by this reference incorporated herein and made part of these specifications.

3.4 LICENSE AND PERMITS:

Contractor shall obtain and pay for any required business license under Title 5 of the Pasadena Municipal Code. For further information contact Municipal Services Department at (626) 744-4166, Monday-Friday between 8am and 5pm.

3.5 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES:

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

3.6 BID YOUR FULL EQUAL OR BETTER:

Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and have all

the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

3.7 PASADENA LIVING WAGE ORDINANCE:

This project is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department
Purchasing Division
626-744-6755 - phone
626-744-6757 - fax

Please visit <https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

3.8 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9):

The apparent low bidder may be required to submit a completed and signed IRS Form W-9. Failure to submit this form may result in the bidder being deemed non-responsive.

3.9 PRICE ADJUSTMENTS:

Successful bidder must hold vehicle price firm until delivery.

4.0 BID SPECIFICATIONS FOR: SIDE LOADER REFUSE VEHICLES

4.1 SCOPE OF SERVICES

The City anticipates purchasing two (2) 2019, side loader refuse vehicles. Bidders shall respond to the requirements listed below, giving details of items that may not meet a requested specification. City approved equivalents will become a required part of any contract awarded. The vehicle must be delivered with full sets of service and repair manuals, a weight certificate, and a payload certificate.

4.2 Detailed Specifications and Instructions

Please provide the make and model of the vehicle. Required data shall be filled in by bidder in the spaces provided in the Specifications and shall become a part of the contract if awarded. Enter COMPLIES on data line if in compliance. Please attach and submit the completed specification sheet, and the manufacturer's descriptive literature with your Bidder's Proposal. City approved equivalents will become part of any contract awarded. Failure to provide requested information may result in disqualification of the bid. Manufacturer's literature may not be substituted for completion of specification sheet.

4.2.1 General

Please complete this section:

- Make and model of vehicle: AUTOCAR ACX64
- Wheelbase: 219"
- Total overall length of vehicle (chassis & body) 387"
- Total installed overall height of vehicle 158 5/8" or 13.21 ft.
- Total overall width of vehicle: 96"

4.2.2 Provide:

Scaled drawing showing side elevation of complete unit showing all dimensions including:

- Front bumper to front axle.
- Bumper to back of cab (BBC).
- Overall width of cab.
- Width of unit from mirror to mirror.
- Distance from ground to bottom step of cab.
AS SPECIFIED

4.2.3 Turning Radius Diagrams showing curb to curb and wall to wall dimensions AS SPECIFIED

4.2.4 A ground reaction chart or weight distribution diagram for completed vehicle showing at least the following: AS SPECIFIED

- Gross Vehicle Weight Rating (GVWR) AS SPECIFIED
- Weight of cab and chassis only AS SPECIFIED

- Weight of body only AS SPECIFIED
- Weight of complete unladen vehicle (cab, chassis and body) full of fuel and fluids, AS SPECIFIED
- and with one 200 lb driver, Front Axle, and Rear Axle AS SPECIFIED
- Weight of complete laden vehicle (cab, chassis and body) full of fuel and fluids, with AS SPECIFIED
- one 200 lb driver and maximum legal load, Front Axle, and Rear Axle AS SPECIFIED
- Maximum legal load AS SPECIFIED

4.2.5 Production and Delivery Schedule AS SPECIFIED

The City requires a guaranteed delivery **date**. A pilot inspection shall be included in this bid. There shall be a pre-production meeting to review specifications with body and chassis manufacturing representatives.

Provide:

Build and delivery schedule.

BUILD TIME 220-270 days

4.2.6 Dealer Support and Parts Supply

Provide three (3) sets of parts manuals; build sheets and/or CD-ROMs covering all systems and components when vehicle is **delivered**. Make, model, and non-proprietary part numbers shall be listed for all parts and components. Part numbers shall be listed that can be identified by major parts suppliers for both vehicle and add on components.

AS SPECIFIED

Successful bidder shall provide product support and parts supply from Greater Los Angeles area for cab, chassis and body. AS SPECIFIED

State:

Location of dealership(s): WHITTIER CA., FONTANA CA., CARSON CA.

Hours of operation for parts:

7 am to 12 midnight

Hours of operation for service:

7 am to midnight

4.2.7 Repair Manuals

The following manuals are to be supplied at the time of delivery of the vehicle. All manuals and wiring diagrams must match vehicle as built.

AS SPECIFIED

Provide:

Two (2) sets of shop service/repair manuals or CD-ROMs covering all systems and

components for the order. AS SPECIFIED

Two (2) complete sets of wiring diagrams for cab and chassis, body and all add on components. AS SPECIFIED

Two (2) sets of lubrication instructions. AS SPECIFIED

Four (4) operating manual for each vehicle. AS SPECIFIED

4.2.8 Preventative Maintenance Schedules AS SPECIFIED

Submit the manufacturer's recommended preventative maintenance schedule.
AS SPECIFIED

Instructions: State whether vehicle complies in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES MAY DEEM THE BIDDER NON-RESPONSIVE.

Specifications	Complies
<p>1. General Conditions: The vehicle, cab and chassis, and refuse body shall be completely equipped as specified and shall be ready for service upon delivery. It is the responsibility of the prime bidder to insure body/chassis integrity. The complete unit shall comply with the latest editions of the California Vehicle code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Standards, and provisions of Cal OSHA. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete vehicle, with all of the manufacturer's latest improvements in current production unless specifically deleted in the specifications. The complete unit and all components shall be standard and cataloged by major manufacturers.</p>	<p>AS SPECIFIED</p>
<p>2. Brand Names: Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or approved equal". The contractor may offer any material or process, which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Pasadena, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Pasadena is the equal thereof in every respect.</p>	<p>AS SPECIFIED</p>
<p>If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than seven (7) working days before bid closing. The request shall include all data necessary to substantiate that the item is equal. The City will notify the</p>	<p>AS SPECIFIED</p>

<p>bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid closing.</p>	<p>AS SPECIFIED</p>
<p>3. Intent of Specification: These specifications are intended to be a guide to describe the size, capacity, and performance desired. The vehicle shall be a heavy-duty vehicle capable of hauling a loaded 29 cubic yard side loading refuse body at speeds up to 65 MPH and shall be capable of pulling a 10% grade at 19MPH. A computerized projected engineering performance curve sheet prepared by the engine and transmission manufacturer shall be provided with the bid.</p>	<p>AS SPECIFIED</p>
<p>4. GENERAL: The cab and chassis shall be a new and unused; 2019 Autocar ACX 64, 3 Axle, CNG powered, tilting cab over engine configuration. The chassis must be designed for heavy duty municipal use and have a setback steering axle package to provide the best curb to curb turning radius possible. Wheel cut shall be no less than 50 degrees, NO EXCEPTIONS.</p> <p>Unit is to be a single RIGHT HAND DRIVE model. The refuse body shall be a 29 Cubic Yard side loading packer, with a minimum 6 CY hopper.</p>	<p>AS SPECIFIED AUTOCAR ACX64 3 AXLE</p> <p>50 DEGREE WHEEL CUT</p> <p>AS SPECIFIED RIGHT HAND DRIVE CONFIGURATION</p>
<p>5. Chassis: Shall have a 210" wheelbase.</p> <ul style="list-style-type: none"> a) Frame rails shall be 3/8" variable drop steel. b) Center cross member shall be aluminum. c) End closing cross member shall be aluminum. d) All frame, and frame suspension fasteners shall be Huck type. e) Total chassis weight shall not exceed 15,800#. <p>Note: Welding or drilling of the frame for body assembly is not acceptable.</p>	<p>AS SPECIFIED A-E 219" PER BODY BUILDER</p> <p>16,071#</p> <p>AS SPECIFIED</p>
<p>6. Engine: Shall be a Cummins L9N Near Zero CNG powered, turbo aspirated engine.</p> <ul style="list-style-type: none"> a) Shall have 320 HP @ 2000 RPM's b) Shall have 1000 ft-lb torque @ 1300 RPM's c) Governed engine speed 2200 RPM's d) Shall be CARB certified. 	<p>AS SPECIFIED A-D</p>

<p>7. Fuel system: The fuel system shall be CNG type, with the following.</p> <p>a) 70 DGE Low Profile CNG Roof Mounted System with frame mounted fuel management module (FMM). FMM shall incorporate the following: NGV1 and transit fill receptacles, defuel valve, manual emergency shut-off ¼ turn ball valve, high & low-pressure gauges, proximity switch with starter interlock, stainless steel pressure purge valve, heavy duty stainless hinge with flush mounted door latch.</p> <p>b) FMM must incorporate plug and play electrical harness that will allow the operator to see digitally in the vehicle instrument panel fuel pressure and fuel system diagnostic trouble codes. NO EXCEPTIONS. Fuel system shall also include: Temperature pressure transducer, TXL wire woven loom and labeled for identification, Parker FM-80 HP piston style regulator with integrated 5cc coalescent filter and solenoid lock-off, 125 PSI outlet.</p> <p>c) Filter shall be accessed through a maintenance door with constant tension latch and heavy duty stainless steel hinge.</p> <p>d) Pressure Relief Devices (PRD's) – PRD's shall be a minimum of 4 and vent tubes shall be stainless steel vent cap which will open and release at 4 PSI.</p> <p>e) Anodized aluminum manifold with integrated high flow check valve.</p> <p>f) All plumbing tubing shall be 1/2" stainless steel CNC bent lines. High pressure lines shall be color coated yellow for identification and safety purposes. NO EXCEPTIONS.</p> <p>g) System shall incorporate front bumper fill nozzle with starter interlock and tubing shall be no less than 3/8" stainless steel.</p> <p>h) CNG Fuel System shall meet or exceed National Fire Protection Agency 52 current standards.</p>	<p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p> <p>AS SPECIFIED</p>
<p>8. Engine equipment:</p> <p>a) Front mounted PTO (Spicer 1350)</p> <p>b) Electronic Cummins engine control.</p> <p>c) Vehicle governed speed limit 65 MPH (from prop shaft)</p> <p>d) Engine idle shut down.</p> <p>e) Chassis mounted natural gas fuel filter.</p>	<p>AS SPECIFIED A-E</p>

<ul style="list-style-type: none"> f) 1300 sq.in 2row high capacity aluminum radiator. g) Pneumatic on/off Fan clutch (Horton). h) Charged air induction i) Serpentine belt drive system. j) Combination full flow, bypass oil filter. k) 15" Donaldson air filter. l) Donaldson air intake pre-cleaner. m) Chrome plated hood type air intake rain cap. n) Single vertical exhaust (left side), with rain cap. o) Stainless steel exhaust shield. p) Gear driven Cummins Wabco 18.7 CFM air compressor. q) 200 Amp Delco alternator. r) 12V Delco Remy 39MT starter. 	AS SPECIFIED F-R
<p>9. <u>Transmission:</u> Shall be automatic, torque converter type with at least six (6) speeds forward and one (1) in reverse with cast aluminum or approved equal.</p> <ul style="list-style-type: none"> a) Shall be an Allison 3000 series, 6 speed. b) Shall have an Allison electronic push button gear select. c) Shall have an oil to water type fluid cooler. d) Right side oil level and fill tube. e) Shall have Transynd synthetic trans fluid. f) Drive line shall be Spicer 1760HD half round. 	AS SPECIFIED A-F
<p>10. <u>Front axle:</u> Front axle shall be a Meritor MFS-20, 20,000# rated steering axle.</p> <ul style="list-style-type: none"> a) Shall have auxillary load cushions. b) Taper leaf springs. c) Double acting heavy-duty shocks. d) Aluminum piloted front hubs, with 285MM bolt circle. e) Scotseal Plus XL front hub oil seals. f) CR Zytel hubcap. g) Synthetic Dana Spicer EP75W90. 	AS SPECIFIED A-G
<p>11. <u>Rear axle:</u> Shall be an Arvin Meritor RT40-145 40,000# tandem axle assembly.</p> <ul style="list-style-type: none"> a) Shall maintain a road speed of 65 MPH on level ground at governed RPM's. b) Synthetic rear axle lubricant. c) Scotseal Plus XL oil seals. d) 10 stud HD aluminum hub. e) Shall have a Hendrickson Haulmax HMX-400 rear suspension. NO EXCEPTIONS. f) Double action heavy-duty shocks. 	AS SPECIFIED A-F *HENDRICKSON HAULMAXX HMX-400

<p>g) 54" steel-rubber bushed rear suspension beams.</p> <p>h) Longitudinal and transverse steel-rubber bushed torque rods.</p>	<p>AS SPECIFIED G & H</p>
<p>12. Brakes: Shall meet the following minimums.</p> <p>a) Drum type S-cam on all 3 axles. Wedge type is not acceptable on any axle.</p> <p>b) Front of cab shall be equipped with towing air connections (service and emergency).</p> <p>c) Shall have 18.7 CFM minimum capacity water-cooled and engine oil lubricated gear driven air compressor with a Bendix D2 governor or approved equal governor.</p> <p>d) Air dryer shall be an automatic drain system, Clear Drain, or approved equal.</p> <p>e) Low air pressure warning light, air gauge, and buzzer in cab.</p> <p>f) Automatic drain valves on all air tanks.</p> <p>g) Automatic air shut off valves to protect systems from leak down.</p> <p>h) Shall be Bosch, or approved equal, ABS brake package. ABS trouble shooting connector shall be installed on left side of cab under dashboard. Contractor shall provide service manual and air schematics on first vehicle delivered.</p> <p>i) Heavy-duty brake package: Front shall be 16-1/2" x 7" inch, Rear shall be 16-1/2" X 8-5/8".</p>	<p>AS SPECIFIED A-I</p>
<p>13. Emergency:</p> <p>a) Shall be Anchorlock spring type, or approved equal, on rear axle and shall have Rockwell automatic adjusting slack-adjusters.</p> <p>b) Anti-compound brake valve shall protect brake system when emergency system is applied.</p> <p>c) System shall have a separate reservoir of a capacity to provide at least three (3) complete releases of the emergency brakes.</p> <p>d) System shall be controlled by a Bendix PP-1, or approved equal, push/pull valve, easily accessible, at operator's station.</p> <p>System shall hold the vehicle when fully loaded and manned on a 20% grade.</p>	<p>AS SPECIFIED A-D</p>
<p>14. Steering: Shall meet the following minimums:</p> <p>a) Shall be factory right-hand. <u>No controls or hardware shall be on left-hand side of cab.</u></p> <p>b) Shall be power with integral valving.</p>	<p>AS SPECIFIED A & B</p>

<ul style="list-style-type: none"> c) Power steering pump shall be gear driven. d) Steering gearbox shall be at least 20,000-pound rating. Ross, Sheppard, or Saginaw brand, TRW or approved equal. e) Turning radius shall have at least a 50-degree wheel cut. f) There shall be adequate leg, thigh, and elbowroom at steering wheel. Steering wheel shall be able to adjust up, down, and telescope in and out to accommodate drivers of different statures. 	AS SPECIFIED C -F
<p>15. Tires & Wheels:</p> <ul style="list-style-type: none"> a) Front tires shall be Goodyear G289 315/80R22.5 L-20PR tubeless. b) Front wheels shall be 22.5X9.0" polished Accuride aluminum, 3.12" inset. c) Rear tires shall be Goodyear G182 11R22.5 L-14PR tubeless. d) Rear wheels shall be 22.5X8.25" polished Accuride aluminum. e) One spare front tire with wheel and one spare back tire with wheel to be delivered with each vehicle. 	AS SPECIFIED A-E
<p>16. Cab Exterior: The vehicle cab shall be 2-sided steel galvanized in and out and shall have all of the following.</p> <ul style="list-style-type: none"> a) Double sided all steel doors. (no door straps) b) Two step self-cleaning entry. c) Curved front windshield. d) Curved rear corner glass. e) Flat rear glass. f) Hydraulic cab tilt with air assist. g) Brushed stainless steel grab handles at entry. h) Twin air horns mounted under cab. i) Single electric horn. j) Chrome grill, with a bug screen mounted behind grill. k) Left and right power style mirrors, with short retractable arms. l) Left and right Grote #12173 8" offset ball and stud mirrors. m) Impact resistant fender extensions. 	AS SPECIFIED A-M
<p>17. Cab Interior: The vehicle cab interior shall have a minimum of the following.</p> <ul style="list-style-type: none"> a) 16" dia. Two spoke steering wheel. b) Adjustable tilt steering column. c) Sears C2 air ride driver seat (right) side. 	AS SPECIFIED A-C

<p>d) Sears C2 air ride seat passenger (left) side. e) Retractable 3-point seat belts, both sides. f) Black or dark gray vinyl seat covers. g) Rubber floor covering with aluminum stainless steel overlay. h) Power door glass regulators. i) Upper roof console mounted AM/FM stereo. j) Roof mounted antenna. k) 2, dual cone speakers. l) 2, Console mounted power ports. m) Cab integral climate control. (Roof mounted A/C is not acceptable). n) Ignition and door entry keys are to be keyed alike. o) Camera monitor. p) Reflector flare kit mounted in cab, Grote #71422, or approved equal. q) 10# ABC fire extinguisher.</p>	<p>AS SPECIFIED D-Q</p> <p>o) AWTI 3rd. EYE</p>
<p>18. Cab Electrical: Instrument panel shall include at least the following control and indicator gauges</p> <p>a) Shall have battery disconnect on driver's side. b) Shall have cab methane detector. c) Tachometer, d) Speedometer, e) Oil pressure, f) Water temperature, g) Dual air pressure, h) Fuel gauges (LNG/Diesel), i) Voltmeter, j) Oil pressure activated engine hour meter, k) Headlights, l) Dome lights, m) Dash lights, n) Ignition switch with key, o) Heater/defroster, p) Air conditioning, q) Windshield wipers, r) Emergency brakes, s) Hydraulic PTO switch, t) Turn signals, u) Horn, v) Hazard lights, w) The electronic control (joystick) for the packing blade shall be located inside of cab within easy reach of the driver and be mounted in such a way as to provide adequate arm support that is</p>	<p>AS SPECIFIED A-W</p>

<p>adjustable vertically and horizontally and be ergonomically correct (left hand side).</p> <p>x) An additional control pad shall be installed on the right-hand side of operator. Location shall be determined at time of bid award</p>	<p>AS SPECIFIED</p>
<p>19. Chassis Electrical:</p> <p>a) Chassis electrical system shall be a 12V negative ground system.</p> <p>b) 3 group 31 12V batteries, 2250 for CCA.</p> <p>c) Steel battery box with aluminum lid mounted on the left side.</p> <p>d) Back-up alarm, electric, with motion detector, Cal OSHA approved.</p> <p>e) Reflector flare kit mounted in cab, Grote #71422, or approved equal.</p> <p>f) 10# ABC fire extinguisher.</p>	<p>AS SPECIFIED A-F</p>
<p>20. 29 CY Side Loader: It is the intent of these specifications to describe the minimum requirements for a high compaction automated side loading refuse body. Must be capable of packing 900 pounds per cubic yard. The capacity shall be 29 cubic yards, exclusive of the hopper.</p>	<p>AS SPECIFIED NEW WAY 29 CY SIDEWINDER</p>
<p>21. Body Construction:</p> <p>a) Refuse body shall be an all welded construction of steel sections. Interior shall be smooth and free of all obstructions to allow easy flow of refuse material.</p> <p>b) All body areas including sides, roof, floor, and hopper floor shall be adequately reinforced to allow continuous operation with maximum loads and prevent excessive wear and deformation.</p> <p>c) All hoses shall be installed and protected in such a way as to prevent damage from refuse debris.</p> <p>d) All body welding fillets shall have good penetration, good fusion, good appearance, and shall not display cracks or undercutting.</p> <p>e) Body walls shall be 10-gauge Hardox450, with 174,000 psi.</p> <p>f) Body roof shall a minimum 10 gauge harden steel, with 80,000 psi.</p> <p>g) Body floor shall be a minimum 7-gauge AR 235.</p> <p>h) Tailgate back shall be a minimum 10-gauge AR450.</p>	<p>AS SPECIFIED A-H</p>

<ul style="list-style-type: none"> i) Tailgate sides shall be a minimum 10-gauge hardened steel, with 80,000 psi strength. j) Hopper sides and floor shall be a minimum ¼" AR450. k) Packer panel shall be a minimum ¼" AR 450. l) Floor support members shall be constructed of a minimum of 3/16" X 3" X 6" structural channel to adequately support floor structure. m) Shall have a clean out tool. n) Shall have dual 12"X16" clean out doors. 	AS SPECIFIED I-N
<p>22. Hopper:</p> <ul style="list-style-type: none"> a) Hopper floor shall be a replaceable liner constructed of a minimum ¼ inch AR 400 steel, or approved equal, 180,000-psi yield strength. b) A ladder shall be supplied to access hopper area. c) Adequate grab handles shall be supplied to access hopper area. Location shall be determined at time of pre-construction meeting. d) A hopper crusher panel constructed from 14-gauge steel with a failsafe interlock shall be provided. The failsafe interlock shall operate in such a fashion as not to allow the automated arm to operate when the hopper cover is in the closed or partially position. e) Hopper shall be a minimum of 6 cubic yards. 	AS SPECIFIED A-E
<p>23. Packing mechanism:</p> <ul style="list-style-type: none"> a) The sweep cycle shall displace at least three (3) cubic yards at a maximum of 12 seconds. b) The packing blade shall be constructed from a minimum of 3/8" 50,000 PSI steel. c) The packing blade faceplate shall be constructed of a replaceable skin of 3/8" 50,000 PSI steel or approved equal. d) The packing blade shall be a full panel follower design. The blade section shall be constructed in such a way as to prevent refuse from falling behind the packing blade. e) The packing cylinders shall be a minimum of a 4.5" diameter bore x 3" cylinder rod, stroke length is 43". f) The packer shall be capable of manual control and operate in either direction. 	AS SPECIFIED A-F
<p>24. Tailgate Assembly:</p> <ul style="list-style-type: none"> a) The tailgate must be one piece; top hinged and shall open approximately 90 degrees. 	AS SPECIFIED

<ul style="list-style-type: none"> b) Tailgate shall be constructed of minimum HARDOX 450, 174,000PSI. Sides are 10-gauge 80,000 PSI. c) The tailgate shall be adequately reinforced. d) The tailgate shall be sealed to prevent leakage and seal shall be easily replaceable. e) Mount drip pan for wastewater under tailgate seal. This pan shall empty each time tailgate door is raised. f) A single control from within the cab shall perform all latching functions. g) The tailgate shall be raised, lowered, locked, and unlocked by two (2) double acting hydraulically actuated cylinders with a minimum of 3.0" diameter bore x 2.0" ram x 30" stroke. h) The cylinder must retract to lock and raise the tailgate. Cylinder must be designed in such a way as to prevent rapid descent of tailgate in the event of hydraulic failure. i) Tailgate props shall be provided. <p>An alarm chime will be provided in cab to indicate when body/tailgate is raised and or unlocked.</p>	<p>AS SPECIFIED B-I</p>
<p>25. <u>Lifting Mechanism:</u> The lifting mechanism shall conform to the following:</p> <ul style="list-style-type: none"> a) The lift arm shall be constructed of the heaviest duty material offered by the manufacturer and have minimum yield strength of 36,000 psi. b) Arm shall be pivoting type. Must be joystick controlled. c) The lifting mechanism shall be mounted to the chassis rails with minimum grade 8 bolts. d) Lifting mechanism shall perform the following functions in a maximum of 8 seconds at idle. (maximum of 800 R.P.M.): <ul style="list-style-type: none"> Grab container. Lift container to full dump position. Lower container to full down position. Release grabbers from container. e) Lifting capacity shall be a minimum of 1000 pounds at any extension. f) Lift shall have a minimum reach of 144" from side of body to center of container. g) Shall be capable of picking up 32 – 100-gallon containers without changing grabber assemblies and have rollers at the end of the grabber arms to assist in grasping the container. 	<p>AS SPECIFIED A-G</p> <p>* NO ROLLERS</p>

h) The lifting mechanism shall be within the 96" road width limit while in its stowed position.	AS SPECIFIED
<p>26. <u>Lift Cylinders:</u></p> <p>a) Grabber cylinder shall be a minimum of 2" x 1" x 6.25".</p> <p>b) Arm in and out cylinders shall be a minimum of 3.5" x 2" x 14.75".</p> <p>c) Arm up and down cylinders shall be a minimum of 3.5" x 2" x 17.88".</p> <p>d) Articulator cylinder shall be a minimum of 3" x 1.5" x 9.12".</p> <p>Manufacturer shall warrant all hydraulic cylinders for five (5) years from the City of Pasadena in-service date.</p>	<p>AS SPECIFIED A-D</p> <p>STANDARD 2 YEARS - FOR 5 YEAR TOTAL ADD \$6,946.00 TO BID PRICING</p>
<p>27. <u>Hydraulic System:</u></p> <p>a) Pump shall be two stage steel constructed, driven off the engine crankshaft, capable of 50 GPM at engine idle. (Aluminum housing or components not acceptable). Pump not to protrude past front of cab.</p> <p>b) System shall be capable of operating in gear at engine idle.</p> <p>c) Maximum operating pressure shall be 2,500 p.s.i.</p> <p>d) Working speed for the arm in gear shall be a maximum of 800 RPM.</p> <p>e) Hydraulic system shall incorporate adjustable relief valves to protect all components.</p> <p>f) All hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise.</p> <p>g) All hydraulic lines running the length of the body shall be protected from the tree limbs with a tube recessed in the body roof. Exposed hoses, line, or tubes running over the body structure shall not be acceptable.</p> <p>h) All hydraulic hoses shall conform to S.A.E. standards for designed pressure.</p> <p>i) Bends shall not be less than recommended by S.A.E standards.</p> <p>j) Flat spots in hoses shall not be acceptable.</p> <p>k) All high-pressure hoses shall be sheathed with fabric protective covering.</p> <p>l) The return line filter shall also include an in-cab filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement.</p>	<p>AS SPECIFIED A-L</p>

<p>m) A hydraulic pump shutdown system shall also be included which shall prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode.</p> <p>n) All multi-spool control valves shall be a section design such that servicing would not require replacement of the entire valve assembly.</p> <p>o) All hydraulic schematics shall be provided per built unit.</p> <p>Hydraulic pump shall be warranted by manufacturer for a minimum of two years from the City of Pasadena in-service date.</p>	<p>AS SPECIFIED M-O</p>
<p>28. Hydraulic Reservoir:</p> <p>a) Hydraulic reservoir shall be a minimum of 50 gallons.</p> <p>b) Shall have a shut-off valve on the suction side.</p> <p>c) A high-pressure filter shall be installed on the discharge side of the pump.</p> <p>d) Hydraulic oil cooler shall be installed in the system.</p> <p>e) Total system capacity shall be approximately 65 gallons.</p> <p>f) A 16-micron filter shall be in the return line.</p> <p>g) System shall have a 100-micron mesh suction strainer with magnet.</p> <p>h) Shall have drain at bottom of tank.</p> <p>i) Tank to have protected sight glass with temperature indicator built into sight glass.</p>	<p>AS SPECIFIED A-I</p>
<p>29. Body Hoist: Refuse dumping shall be accomplished by raising the body to dump.</p> <p>a) Dumping shall be done by means of a single telescopic center mounted cylinder.</p> <p>b) Cylinders must be designed in such a way as to prevent rapid descent of body in event of hydraulic failure.</p> <p>c) Two (2) body props will be provided to hold the empty body in an upright position.</p>	<p>AS SPECIFIED A-C</p>
<p>30. Electrical:</p> <p>a) All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom.</p> <p>b) All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable.</p>	<p>AS SPECIFIED</p> <p>AS SPECIFIED</p>

<p>c) All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture.</p> <p>d) All electrical schematics shall be provided as per built unit.</p>	<p>AS SPECIFIED C-D</p>
<p>31. Hydraulic Control valves: a) Shall be electric over hydraulic.</p>	<p>AS SPECIFIED</p>
<p>32. LIGHTING: a) All cab and body lighting shall be LED type rubber flush mounted type. Rear stop and directional lights shall be mounted approximately 60" in height on sides of hopper with appropriate bracketry and protection. b) Backup, tail and stoplights shall be rubber flush mount type. Clearance lights shall be rubber flush mount. Vehicle shall be equipped with a mid-body turn signal and front and rear identification lights, if required. All wiring shall be number coded, waterproof, mechanically protected and concealed in channel and/or sealed in conduit. Any time a wire passes through metal, the hole shall have a rubber grommet. c) Reflectors: All reflectors shall be 3" minimum diameter with an aluminum or plastic base. d) License Plate: There shall be provision for mounting the license plate, properly illuminated. e) Work lights: Work lights shall be installed on refuse body that illuminate both the hopper and arm areas. f) Rear Hazard Lights: Two (2) amber hazard lights shall be mounted at the upper rear portion of body. g) Safety Vision Camera: Three (3) Rear vision cameras Alliance Wireless Technologies (AWTI 3rd. Eye) Monitor Model AWT07MLED, and (3) AWT1020T Camera or City approved equal. One (1) camera shall be located on rear tailgate of refuse body and one (1) camera shall be located in hopper, and (1) to view down the street side of the vehicle.</p>	<p>AS SPECIFIED A-F</p> <p>AS SPECIFIED</p>
<p>33. Paint: a) The cab excluding wheels, frame, and any bright metal or chromed b) Accessories shall be painted standard manufacturers white. All surfaces to receive at least a four mil. thickness coating of No. 817, or</p>	<p>AS SPECIFIED A-B</p>

<p>approved equal, per requirements of the South Coast Air Quality Management District of California. Dupont Corlar 5,000-epoxy primer, or approved equal, shall be used under all polyurethane enamel topcoats.</p> <p>c) Body: The body excluding any bright metal or chromed accessories shall be painted white. All surfaces to receive at least a four mil. thickness coating of Sikkens, or approved equal, per requirements of the South Coast Air Quality Management District of California. Sikkens primer, or approved equal, shall be used under all topcoats. Body & Cab shall incorporate City of Pasadena's color and decal scheme.</p> <p>d) Frame: The frame shall be painted with Sikkens, or approved equal, gloss black acrylic enamel with hardener.</p>	<p>AS SPECIFIED</p> <p>AS SPECIFIED</p>
<p>34. Compliance: The vehicle purchased, at time of manufacture, shall meet all applicable sections of the U.S. code of Federal Regulations (CFR), including Design and Vehicle Certification, Federal Motor Vehicle Safety Standards (FMVSS), U.S. environmental Protection Agency (EPA) exhaust emission discharge regulations applicable to the design and manufacture of this size and type Heavy Automotive Vehicle.</p> <p>The vehicle purchased, at time of manufacture, shall also meet all applicable laws and regulations of the State of California. This shall include, but not limited to, the California code of Regulations (CCR), Title 13, Motor Carrier Safety Regulations, Southern California Air Quality Management District, California Vehicle code and the California Air Resources Board (CARB).</p>	<p>AS SPECIFIED</p> <p>AS SPECIFIED</p>
<p>35. Vehicle Welding: All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications and training of personnel, shall be within all applicable Guidelines and Standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Structural welding of steel shall meet AWS D1.1-83 and structural welding of aluminum shall meet AWS D 1.2-83. Contact surfaces of all welded materials shall be clean, and</p>	<p>AS SPECIFIED</p>

<p>free of grease, paint, rust and scale. Rough edges shall be ground to a smooth finish after all welding on the vehicle. A copy of the manufacturer's "Mill Specification Report" shall be provided with bid package. No Exceptions</p>	<p>AS SPECIFIED</p>
<p>36. Warranty:</p> <p>a) Manufacturer shall identify a single point warranty repair facility approved by the City of Pasadena within a 50-mile radius of Pasadena Fleet Yard. Such single point warranty facility shall be capable of handling all warranties on equipment including chassis, refuse body, engine, transmission and all related components.</p> <p>b) The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship for a period of 3 years from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.</p> <p>c) Warranty shall begin when the City of Pasadena places the unit in service.</p> <p>d) Hydraulic cylinders shall have a 5-year conditional warranty.</p> <p>e) Transmission warranty shall be 5 years.</p> <p>f) The frame and fasteners shall have a lifetime warranty.</p> <p>g) Manufacturer shall provide a complete listing of numbers for all belts, filters and hoses.</p>	<p>AS SPECIFIED</p> <p>LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS 2429 S. PECK ROAD WHITTIER, CA. 90601</p> <p>b) AUTOCAR STANDARD WARRANTY 1 YR. with EXCLUSIONS. REFER TO AUTOCAR WARRANTY STATEMENT PROVIDED WITH BID.</p> <p>c) AS SPECIFIED</p> <p>e) 5 YR./UNLIMITED MILES f) 5 YR. FRAME & FASTENERS</p> <p>AS SPECIFIED</p>
<p>37. Warranty Performance:</p> <p>a) The contractor shall be required to provide service within one (1) working day after notification by telephone.</p> <p>b) If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility. The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.</p> <p>c) The vehicle manufacturer shall furnish all warranty documentation to the City.</p> <p>d) Defective parts shall be labeled and retained by the City until parts are replaced. Contractor</p>	<p>a) AS SPECIFIED</p> <p>b) AS SPECIFIED</p> <p>c) AS SPECIFIED</p> <p>d) AS SPECIFIED</p>

<p>shall take full responsibility for returning any defective parts to his supplier.</p> <p>e) Outside vendor repair facility parts and labor billing to go directly to manufacturer.</p>	e) AS SPECIFIED
<p>38. Legals:</p> <p>a) Contractor shall furnish a certified weight slip with each completed vehicle.</p> <p>b) Must meet all requirements of the South Coast Air Quality Management District (SCAQMD), at the time of bid award.</p> <p>c) Must comply with all Federal and State regulations and must meet all standards of safety for this type of equipment.</p> <p>d) Successful bidder must supply the City of Pasadena with a certified weight distribution analysis that verifies the legal payload of vehicle is in compliance with the California bridge law.</p> <p>e) Contractor shall furnish all paperwork necessary for DMV registration at time of delivery. (no exceptions).</p>	AS SPECIFIED A-E
<p>39. Training:</p> <p>a) Successful bidder shall be required to train operators one full day and to train mechanics in preventative maintenance and specialized repair of equipment one full day.</p>	AS SPECIFIED
<p>40. Specialty Tools and Repair Manuals:</p> <p>a) Successful bidder shall supply any specialty tools, computer software, service manuals, parts manuals, bumper to bumper color-coded air, electrical, and hydraulic schematics as per build, with first vehicle delivered.</p>	AS SPECIFIED

4.3 DELIVERY

Delivery shall be not more than two hundred twenty (220) days after receipt of City purchase order. AS SPECIFIED 220 - 270 DAYS ARO

Completed vehicle shall be delivered to City Yards, 235 W. Mountain 91103-2958.
AS SPECIFIED

Proper notification of the delivery shall be given seven (7) business days in advance to Thanos Gauthier, Solid Waste Superintendent, at (626) 744-6472.
AS SPECIFIED

Fuel tank shall be full at delivery, completed vehicle will be delivered washed and detailed.
AS SPECIFIED

5.0 BIDDER'S PROPOSAL

To the Honorable City Council of the City of Pasadena, California

In response to the Notice Inviting Bids for **SIDE LOADER REFUSE VEHICLES** the undersigned proposes and agrees to furnish the required material in strict conformity with the general and detailed specifications and data on manufacturer's data sheets and/or exceptions made part of the bid and accepted by the City in writing.

Each bidder must bid on the items shown in the Bidder's Proposal. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

Instructions: For each Item, please multiply the Unit Price by the corresponding Quantity to determine the Item Price. Sum the Item Prices to determine the Item Total. Sum the Item Total and the Sales Tax to determine the Grand Total Price. *All bids along with any required attachments must be entered and uploaded electronically into Planet Bids (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>) by the set bid date and time for this bid.*

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	ITEM PRICE
1	SIDE LOADER REFUSE VEHICLE	2	\$ 325,019.03	\$ 650,038.06
2	TIRE FEE	2	\$ 17.50	\$ 35.00
			ITEM TOTAL	\$ 650,073.06
			Sales Tax @ 9.5%	\$ 61,766.94
			Grand Total Price	\$ SUBMIT THROUGH PLANET BIDS

*PRICING REFLECTS UNEXPECTED STEEL & MATERIAL SURCHARGES DUE TO CURRENT MARKET CONDITIONS FOR HARD ROLLED STEEL.

*GRANT OPPORTUNITY: CALIFORNIA AIR RESOURCES BOARD CURRENTLY UNDER THE HVIP LOW NOx VOUCHER INCENTIVE PROGRAM ARE AWARDING THOSE AGENCIES WHO MEET THE QUALIFICATIONS AS OUTLINED IN THE PROGRAM CAN RECEIVE UP TO A \$10,000.00 GRANT PER VEHICLE. SUBJECT TO QUALIFICATION GUIDELINES AND FUNDING AVAILABLE. FUNDING IS BASED ON A FIRST COME BASIS AND VOUCHER IS SECURED THROUGH QUALIFIED DEALERSHIPS WHICH LOS ANGELES TRUCK CENTERS, LLC IS AN APPROVED DEALER. REFER TO HVIP VOUCHER OVERVIEW DOCUMENT INCLUDED WITH THIS BID FOR QUALIFICATION REQUIREMENTS AND ADDITIONAL INFORMATION.

Terms 0% NET 30 30 days

Delivery shall be not more than two hundred twenty (220) days after receipt of City purchase order.

Firm

LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS

Contact

RON CREIGHTON

name

Address

13800 VALLEY BLVD. FONTANA, CA.

Phone No. (909) 510-4406

Fax No. (562) 447-1544

Email Address rcreighton@vvgtruck.com

*Here are a list of available options that are not required by this RFP, but may want to be considered:

Body Options:

5 Year Cylinder Warranty	ADD \$6,945.00
Steel Liner	ADD \$1,380.00
Sign Boards	ADD \$1,300.00
Under Seat Body Controls	ADD \$ 780.00
Rear Safety Decal	ADD \$ 125.00
Light Bar TAC815	ADD \$ 975.00
Side Flashing Ext. Warn Light	ADD \$ 480.00

Chassis Options:

60 DGE Saddle Mounted CNG Tank	ADD \$ 0.00
Vulcan 9100SD Scale System	ADD \$4,900.00
Amerex Fire Supression System	ADD \$4,800.00
Methane Detection System 2 Zone	ADD \$1,950.00

AWTI 3rd. Eye Extra Cameras Each	ADD \$ 475.00
EFFENCO Hybrid Start/Stop System	ADD \$28,700.00

6.0 SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTER
 (Name of Firm)

Legal status of bidder: Please check the appropriate box

- Corporation State of Incorporation CALIFORNIA
- Partnership List Names _____
- DBA State full name LOS ANGELES TRUCK CENTERS, LLC DBA VELOCITY TRUCK CENTER
- Other Explain _____

Signature of Bidder _____ Title _____
 (Authorized Signature)

Address 13800 VALLEY BLVD. City FONTANA State CA. Zip 92335
 Telephone No. (800) 510-4406 OFFICE (562) 755-6108 MOBILE _____

Signed this Ron Gungor day of MAY 11, 2018

ADDENDUM NO.	BIDDER'S INITIALS
1. _____	_____
2. _____	_____
3. _____	_____

ATTACHMENTS

BIDDER'S CHECKLIST

TO THE BIDDER:

The following list is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your bid unacceptable. Please check all appropriate boxes and submit with your bid.

- BID PROPOSAL (Signed by Bidder)
- DECLARATION OF NON-COLLUSION (Signed by Bidder)
- VENDOR QUESTIONNAIRE (forms AA1; AA2; and AA3 signed by Bidder)
- MANUFACTURER'S DESCRIPTIVE LITERATURE
- SIGNATURE PAGE AND LEGAL STATUS

6.1 DECLARATION OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RONALD J. CREIGHTON, being first duly sworn deposes

and says that he/she is FLEET & MUNICIPAL SALES REPRESENTATIVE

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTER (insert name of bidder)

who submits herewith to the City of Pasadena a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct.

By: Ron Creighton

Title: FLEET & MUNICIPAL SALES

Date: MAY 9, 2018

6.2 Vendor Questionnaire (Form AA-1)



Purchasing & Payables Division

100 N. Garfield Ave., Room 328
Pasadena, CA 91101
(626) 744-6755
(626) 744-6757 Fax

Vendor Questionnaire (Form AA-1)

Affidavit of Equal Opportunity Employment & Non-segregation

By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company LOS ANGELES TRUCK CENTERS, LLC dba VELOCITY TRUCK CENTERS Telephone (562) 447-1200

Address 2429 S. PECK ROAD Fax Number _____
(optional)

City WHITTIER State CA. Zip 90601

Contact Person ELIZABETH LIZZARGA E-mail Address elizzarga@vvgtruck.com

DBA (if applicable) VELOCITY TRUCK CENTER

Active City of Pasadena Business License Number _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

Commercial Truck Sales, Parts & Service Dealer

<p>Required For All Public Works: Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code, you must provide your Registration Number under the Department of Industrial Relations:</p>	
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<p>Small and Micro Business Preference Program: If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number: (Visit the Purchasing Division website for additional information)</p>	
--	--

The following section is **OPTIONAL** and is for statistical reporting purposes only. Ownership (please check all that apply):

African- _____ Asian _____ Armenian _____ Hispanic _____ Native _____ Disabled _____ Female _____

SIDE LOADER REFUSE VEHICLES
3:00pm, May 14, 2018.

American _____ American _____

6.3 Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: LOS ANGELES TRUCK CENTERS, LLC Project: SIDE LOADER REFUSE TRUCKS

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
REFUSE BODY MANUFACTURE	50 TO 67	0
CHASSIS MANUFACTURE	127	0
CNG TANK INSTALLATION	5	0
PDI & WASH	2	0
TRUCK DELIVERY	2	2

Are any current employees or potential new hires Pasadena residents? If so, how many?	NO	<i>See Survey L1</i>
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Current Permanent Workforce Utilization (Form AA-3)
(OPTIONAL)

Completion of this form is OPTIONAL. Any information supplied by bidders is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

Name of Company: _____ Project: _____

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
TOTAL								

6.4 INSURANCE REQUIREMENTS

- A. Without limiting Contractor's obligation to indemnify City, Contractor must 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 under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. **Minimum Scope of Insurance.**
Coverage must be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
 - (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. **Minimum Limits of Insurance.**
Contractor must maintain limits no less than:
- | | | |
|--|---|--|
| <i>(1) General Liability:
(Including operations, products
and completed operations.)</i> | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance 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) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |
- D. If Contractor maintains higher limits than the minimums shown above, City is entitled to coverage for the higher limits maintained by Contractor.
- E. **Deductibles and Self-Insured Retentions.**
Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- (1) The insurer will reduce or eliminate such deductibles or self-insured

retentions with respect to City, its officers, officials, agents, employees and volunteers; or

- (2) Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions.

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The City of Pasadena, its City Counsel, officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the City, its City Counsel, officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its City Counsel, officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to City.

G. Waiver of Subrogation.

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to City.

I. Verification of Coverage

- (1) Contractor must furnish City with original certificates and endorsements effecting coverage required by this Contract.

- (2) The endorsements forms must conform to City's requirements and be acceptable to City.
- (3) City must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6.5 PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORKS CLAIMS PROCEDURE

The full text of this legislation is set forth below:
THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

The Department of Water Resources as to any project under the jurisdiction of that department.

The Department of Transportation as to any project under the jurisdiction of that department.

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

The Military Department as to any project under the jurisdiction of that department.

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duty publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

6.6 Instructions for Registering onto Planet Bids:

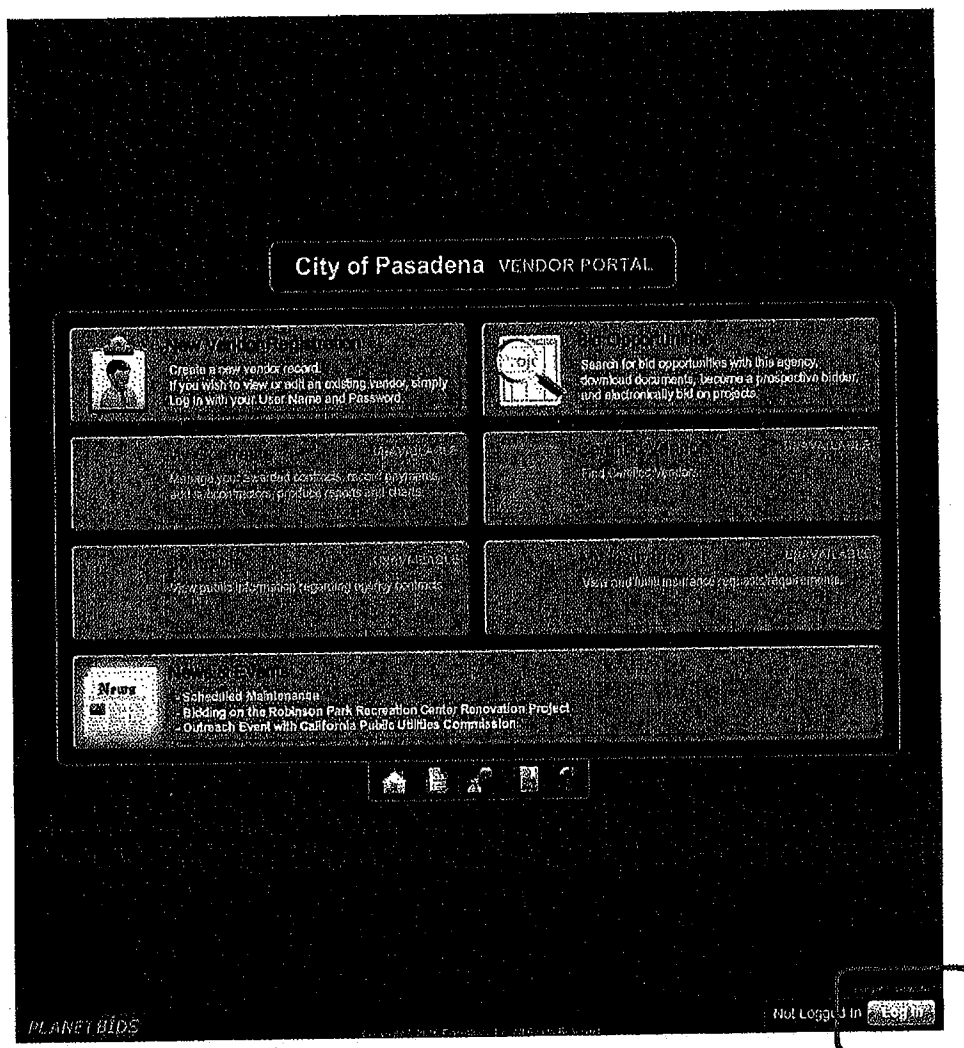
Follow these simple steps to submit your proposal electronically:

If you are already registered and need help logging in or retrieving your user information call 818-992-1771 x0.

STEP ONE – Copy the highlighted link into your Internet browser bar to access the **City of Pasadena VENDOR PORTAL** (Planet Bids):

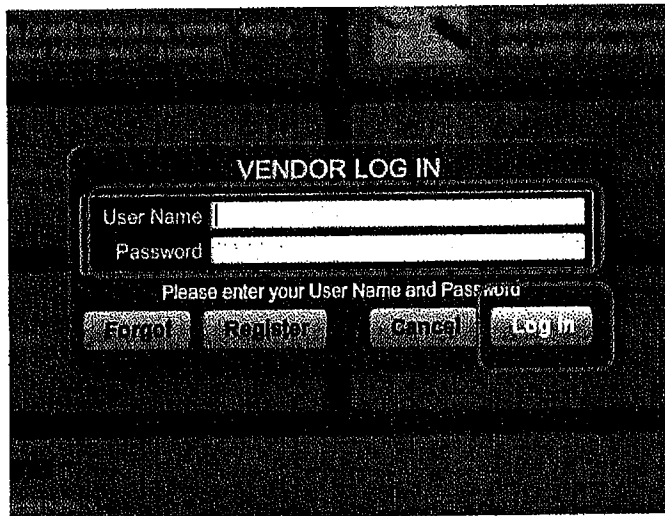
<https://www.planetbids.com/portal/portal.cfm?CompanyID=14770>

You will be directed to the screen illustrated below:

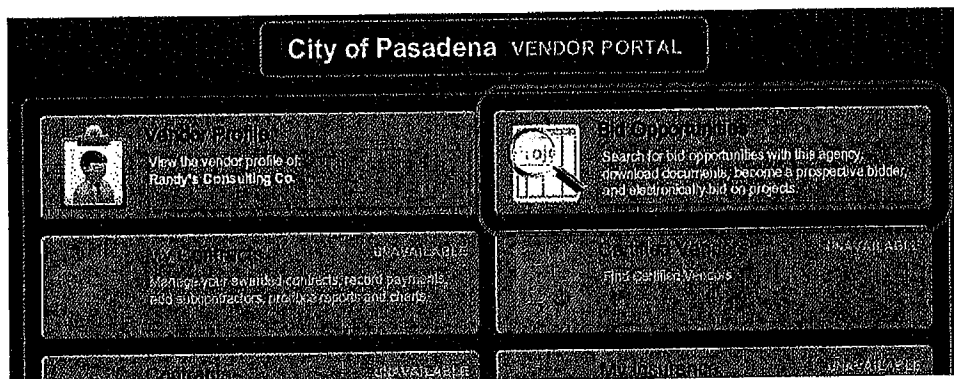


Click the green Log In button at bottom right corner of the screen.

STEP TWO – The following window will appear; enter your **User Name** and **Password** and click the green **Log In** button.



The **VENDOR PORTAL** screen will reappear:



STEP THREE – Click the **Bid Opportunities** bar.

The Bid Opportunities screen will appear:

Posted	Category	Project Title	Invitation #	Due Date	Remaining	Stage	Format
10/06/2016	40500, 90682, 96850, 98:	UNLEADED, DIESEL AND JET A	Public Works;	11/15/2016	28 days	Planning	Paper only
10/05/2016	21900, 28500, 29700, 33C	Robinson Park Recreation Center	Public Works	11/03/2016	16 days	Bidding	Paper only
09/22/2016	90629, 90684, 91800, 91E	Environmental Consultant to	Planning &	10/27/2016	9 days	Bidding	Paper only
09/21/2016	91800, 91816, 91819, 91E	Holly St Bridge Seismic Retrofit		10/27/2016	8 days	Bidding	Paper only
09/21/2016	90600, 90607, 90610, 906:	ARCHITECTURAL AND		10/27/2016	8 days	Bidding	Paper only
09/21/2016	90600, 90700, 91816, 91E:	ARCHITECTURAL AND		10/26/2016	7 days	Bidding	Paper only
10/07/2016	55000, 55080, 55081, 55C:	Furnish Materials & Supplies for		10/24/2016	6 days	Bidding	Electronic only
10/18/2016	55900, 55700, 55800, 95:	Single-Space Parking Meters		10/24/2016	6 days	Bidding	Paper only
10/04/2016	91874, 96148, 96150, 96:	COURT FILING SERVICES		10/21/2016	2 days	Bidding	Paper only
09/09/2016	29000, 29500, 29700, 906:	UNDERGROUND UTILITY	LD-16-04	10/21/2016	2 days	Bidding	Paper only
10/13/2016	91800, 91843, 92600, 96:	PEDESTRIAN IMPROVEMENTS		10/20/2016	2 days	Bidding	Paper only
09/15/2016	91014, 91016, 91055	INSPECTING, MAINTAINING	Public Works	10/20/2016	1 day	Bidding	Paper only
08/23/2016	20500, 20800, 20900, 908:	MOBILE PHONE PARKING	Transportation	10/20/2016	1 day	Bidding	Electronic only
10/18/2016	59500, 96850, 96888, 96:	Citywide Trees		10/19/2016	19:42:22	Bidding	Paper only
10/03/2016	02500, 06000, 07000	FURNISH AND DELIVER 2016		10/18/2016		Closed	Paper only
09/28/2016	06500, 06500, 07000, 928:	FURNISH AND DELIVER 2017		10/17/2016		Closed	Electronic only
10/11/2016	59500, 96850, 96888, 96:	Citywide Trees		10/12/2016		Award Pending	Paper only
09/28/2016	34500, 43000, 47500	FURNISH AND		10/11/2016		Award Pending	Electronic only
10/03/2016	90840, 90735, 96104, 96:	Annual Report Production --		10/11/2016		Closed	Electronic only
09/22/2016	20500, 20800, 20900, 918:	Cisco Meraki MR Enterprise	Information	10/11/2016		Award Pending	Paper only
09/09/2016	90638, 90900, 91200, 913:	FURNISH LABOR AND		10/05/2016		Closed	Paper only
08/28/2016	65600, 81000, 86888, 98:	PLANT MATERIAL	Public Works	10/01/2016		Closed	Electronic only
08/26/2016	20500, 20800, 20900, 55B:	PARKING CITATION AND	Transportation	09/30/2016		Closed	Paper only
09/15/2016	20500, 20600, 20800, 918:	FIRE RESPONSE COST	Fire Department	09/28/2016		Closed	Paper only
09/15/2016	28900, 28500, 55080, 55C:	Installation of Street Lighting on	Public Works	09/28/2016		Closed	Paper only
08/30/2016	74500, 75000, 98825	Furnish and Deliver Rock and	WD-16-11	09/23/2016		Award Pending	Paper only
08/22/2016	91800, 91804, 91806, 918:	TAX REVENUE CONSULTING	Finance	09/22/2016		Closed	Paper only
08/22/2016	91014, 91015, 91055, 91:	AUTOMATED ENTRY DOORS	Public Works	09/20/2016		Award Pending	Paper only
09/01/2016	20400, 20590, 20600, 207C:	FURNISH MATERIALS AND		09/19/2016		Closed	Electronic & Paper
07/27/2016	91800, 91814, 91858, 91E:	AUCTION SERVICES	Finance	09/14/2016		Closed	Paper only
06/31/2016	91800, 91806, 91812, 918:	GRANT WRITING SERVICES	Health	09/14/2016		Closed	Paper only
08/25/2016	28500, 90638, 90658, 905:	Traffic Signal Improvements at	Public Works	09/14/2016		Closed	Paper only
09/01/2016	55000, 55080, 55081, 55C:	Pedestrian Crossing		09/13/2016		Closed	Paper only
08/10/2016	20500, 20600, 20800, 209C:	COMMVAULT SIMPANA 10	Information	08/30/2016		Closed	Paper only
07/12/2016	91800, 91826, 91827, 91E:	EL CENTRO	Human	08/26/2016		Closed	Paper only
08/12/2016	49500, 90742, 90783, 91E:	On Call Soils & Materials Testing		08/25/2016		Closed	Paper only
08/03/2016	96850, 96888, 98800, 98:	Furnish Labor and Materials for	WD-16-10	08/25/2016		Award Pending	Paper only
08/23/2016	12500, 34000, 34500, 71E:	2016 Fire Code Updates		08/23/2016		Closed	Electronic only
07/21/2016	07000, 20400, 20500, 206C:	LICENSE PLATE RECOGNITION	Transportation	08/23/2016		Closed	Paper only
07/26/2016	28000, 28500, 69100, 84E:	FURNISH AND DELIVER 25 KV	LD-16-05	08/23/2016		Award Pending	Paper only
08/09/2016	47300, 91800, 91806, 918:	MEDICAL DIRECTOR	Fire Department	08/22/2016		Closed	Paper only
08/12/2016	28000, 28500, 29700, 691:	Post Top Globes for Street	Public Works	08/18/2016		Closed	Electronic only
07/25/2016	55000, 58700, 56800, 56:	PASADENA TRANSIT AND	DEPARTMENT	08/17/2016		Closed	Paper only

Highlight the bid opportunity for which you wish to submit a proposal and double click.

The Bid Detail screen will appear (below). Select the Place eBid button in the bottom right corner of the screen and follow the instructions for downloading your proposal:

Single-Space Parking Meters		6 days 1:37:15
Information	Line Items	Documents/ Attachments
Addenda & Emils	Prospective Bidders	Bid Results
Awards		
Bid Detail		
Project Title	Single-Space Parking Meters	
Invitation #		
Bid Posting Date	October 18, 2016 2:12 PM (Pacific)	
Project Stage	Bidding	
Bid Due Date	October 24, 2016 5:00 PM (Pacific)	
Response Format	Electronic only	
Project Type	Bid	
Response Types	Line Item	
Type of Award	Lump Sum	
Categories	55600 - Mass Transportation - Transit Bus 55700 - Mass Transportation - Transit Bus Accessories And Parts 55900 - Mass Transportation - Rail Vehicles And Systems 95872 - Parking Management Services (Incl. Operations, Admissions, And Supervision) 96269 - Parking Services: Operation, A 96858 - Meter Reading Services	
License Requirements		
Department	General Purchasing	
Address	100 North Garfield Avenue, Room 328, Purchasing & Payables Division, Pasadena, California	
County	Los Angeles	
Bid Valid		
Liquidated Damages		
Estimated Bid Value	\$5,000 - \$7,500.00	
Start/Delivery Date	1/3/2017	
Project Duration		
Pre-Bid Meeting Information		
Pre-Bid Meeting	No	
Online Q&A		
Online Q&A	No	
Contact Information		
Contact Info	Jon Hamblen at (626)744-7463 jhamblen@cityofpasadena.net	
Bids to Owner's Agent		
Description		
Scope of Services	(Required) Requesting quote for 15 single space parking meters. Meters must accept credit cards and coin payments, be solar powered, have a cellular modem and communicate sales and meter status data to a web based back-office system at no additional cost to the City. If utilizing equipment that retrofits onto older meter models, the City will be replacing Duncan Eagle CK units.	
Other Details	Please contact Jon Hamblen at (626) 744-7463 for any questions regarding Single-space parking meters.	
Notes		
Special Notices		
Local Programs & Policies		
Print	Place eBid	Done

NOTE: To facilitate downloading, please convert your proposal to a single PDF file.

6.1 FEDERAL TERMS AND CONDITIONS.

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3 Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause (" Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify PHFE if Local Health Department or any of Local Health Department's agents, subLocal Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

6.2 SAMPLE CONTRACT

AGREEMENT AND PURCHASE ORDER TERMS AND CONDITIONS

General.

This is a government Agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the City, in writing. Acceptance by the City of goods, materials or services is not an acceptance of Vendor's other terms.

As used herein, "City" means the City of Pasadena and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.

This Agreement becomes valid only when duly executed or approved and when the City has issued a valid Purchase Order Number. The City's issuance of a Purchase Order Number is the only authorization which will be recognized by City to allow the Vendor to begin action on this Agreement and for charges to its account.

As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.

This Agreement is entered into in the city of Pasadena, California and governed by and construed according to the laws of the State of California.

Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.

Time is strictly of the essence in this Agreement.

The City's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

Vendor shall not assign or transfer this Agreement or any rights in this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion.

City may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

Invoices.

Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, the name of the City department to which goods or services were furnished, whether the invoice covers complete or partial delivery or performance, a specification of the goods and services furnished according to the prices stipulated and in a format acceptable to the city, and applicable tax as a separate line item.

Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the City.

No invoice shall be issued prior to receipt and acceptance of material and services by City.

City does not authorize and shall not pay interest charges.

No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the City in its sole discretion. City may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. City shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by City as not meeting applicable standards or the requirements of this Agreement.

Indemnity. Vendor agrees to indemnify, hold harmless, and defend (even if the allegations are

false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.

Special terms applicable to all Agreements for goods and material provided to City:

Vendor agrees to prepay transportation charges and to show them separately on all invoices.

Title to all material furnished under this Agreement shall pass to the City on delivery and loading of material at the F.O.B. point designated in this Order.

All material listed in the Safety Orders of the California Division of Industrial Relations shall fully comply with the requirements of said Orders.

All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.

All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the California Vehicle Code and regulations of the Federal Department of Transportation.

Vendor shall transfer to City the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the City commences operation and use of the item. Where applicable, City shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.

If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City may withhold from Vendor an amount for these costs and recover any balance from Vendor.

Special terms applicable to all Agreements for services provided to City:

Proof of Insurance. Prior to performance of services, Vendor shall provide insurance certificates and endorsements to City evidencing coverage required under this paragraph and indicating that City will be notified no fewer than 30 days prior to any cancellation or reduction in coverage.

Insurance Requirements. Vendor shall, at its own expense, carry and maintain, during the period of performance: State required Workers' Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$1,000,000, per occurrence, granting a waiver of transfer of rights of recovery, by vendor and its insurance carrier, in favor of City of Pasadena, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$1,000,000 and on which City, its Councilmembers, commissioners, officials, officers, employees, agents and volunteers are named as additional insureds, and granting a waiver of transfer of rights of recovery, by vendor and its insurance carrier, in favor of City of Pasadena; Automobile Liability Insurance with minimum limits of \$1,000,000. City reserves the right to modify or amend the type of coverage and limits based upon the scope of work and the risk(s) involved.

Vendor shall not perform work on City owned property until so authorized in writing by the Department for whom the Work was ordered.

Vendor is an independent contractor and not an employee or agent of City and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of City. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes and regulations of any nature whatsoever.

Special additional terms applicable to all Agreements for a Public Works Project ("Project"), in addition to those set forth in paragraph 6, above:

This Project is subject to the provisions of Labor Code Sections 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Sections 16000, et seq., which govern the payment of prevailing wages, employing apprentices on public works projects and related obligations. Vendor and its subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject

to the requirements of Public Contract Code Section 4104, or engage in the performance of this Project unless currently registered and qualified to perform public work pursuant to Labor Code 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 Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Agreement is awarded.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

Vendor must post job site notices prescribed by regulation.

Vendor agrees to timely furnish electronic, certified payroll records for this Project directly to the Labor Commissioner and to make them available for inspection by the City during normal business hours.

The agreement to indemnify City set forth in paragraph 4, above, includes but is not limited to indemnity for any liability loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out any failure by Vendor to meet its obligations under the provisions of Labor Code, Section 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Section 16000, et seq..

Special additional terms applicable to software licenses and software maintenance, authorized by the Pasadena Department of Information Technology, and to equipment lease and equipment maintenance:

The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form by the City Attorney, are incorporated as a part of this Agreement, are agreed to by the City, and shall take precedence over all of the terms and conditions of this Agreement, except as to paragraphs numbered 9 through 14, inclusive.

Non-discrimination and Equal Employment Opportunity Practices Provisions:

Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a). Vendor further agrees that it will not maintain any segregated facilities.

Vendor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of the contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).

Vendor shall, if requested to so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).

If requested to do so by the City, Vendor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

Vendor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.

Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

Vendor shall include these provisions in each of its subcontracts under this Agreement.

Business License. Vendor shall obtain any City Business License required by Pasadena Municipal Code Chapter 5.04. Consult the License Division, Department of Finance, as to license requirements, phone (626)744-4166.

No conflict. Vendor hereby represents, warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the City of Pasadena, or a member of any boards, commission or committees, except to the extent permitted by law.

Maintenance and Inspection of Records. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Vendor's records to the

extent the City deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall maintain all such records in the City of Pasadena. If not, the Vendor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

Taxpayer Protection Act. The restrictions of Article XVII, City of Pasadena Taxpayer Protection Act, of the Pasadena City Charter apply to this Agreement. If the City public official responsible for approving said Agreement determines the amount of the order, or the cumulative amount of purchase orders granted to Vendor over any 12-month period, triggers the requirements of Article XVII, Vendor will be considered a "recipient of a public benefit." City public officials who approve or vote to approve this "public benefit" will be prohibited from receiving gifts or other personal benefits with a value in excess of \$50, campaign contributions, or employment from Vendor for a specified period of time. A "recipient of a public benefit" includes individuals, corporations, firms, partnerships, associations or other persons or entities, as well as those individuals who have more than a 10% equity, participation or revenue interest in an entity, or who serve as trustee, director, partner or officer of the entity. At the City's request, Vendor shall provide written disclosure of all of the foregoing interests, as applicable. Vendor's disclosure will be considered a public record.

Living Wage Ordinance. This Agreement, if over \$25,000, is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and requires that Vendors providing labor or services to the City pay employees in accordance with the Ordinance. Please visit <https://www5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

If there is a difference between the Pasadena Living Wage and Prevailing Wage rates (pursuant to paragraph 7, above) for similar classifications of labor, the contractor and his subcontractors shall pay no less than the highest wage rate.

Approved as to form
Pasadena City Attorney
January 13, 2017

Coverage is subject to the limitations, exclusions and other terms in the vehicle's Limited Warranty Certificate.

(A) Maintenance items not covered by warranty.

(B) May be claimed during the first 30 days of customer use.

(C) Only if installed by Autocar.

(D) Consumable parts not covered by warranty.

(E) See Limited Warranty Certificate for cab structure, corrosion and paint coverage and exclusions.

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group						
Function Group	Description	Maintenance Item (A)	1 Year 100,000 Miles or 3,000 Hours-in-Service	2 Years 200,000 Miles or 6,000 Hours-in-Service	3 Years 300,000 Miles or 9,000 Hours-in-Service	5 Years 500,000 Miles or 15,000 Hours-in-Service
Service and Maintenance						
161	Greasing	X				
162	Oil and Fluids	X				
171	Pre-Delivery Inspection	<i>Before Delivery to Customer</i>				
177	Maintenance Service	X				
200	Engine	<i>Contact Manufacturer for Warranty Coverage</i>				
233	Fuel Filter	X				
	Fuel Heater		X			

Autocar Xpeditor (ACX) - Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
234	Fuel Tank Connections		X			
235	Fuel Lines		X			
263	Fan Blade		X			
	Fan Belt	X (B)				
	Fan Hub		X			
	Fan Clutch	X (A)				
	Fan Shroud		X			
264	Radiator		X			
	Radiator Mounts	X (B)				
	Radiator Hoses	X				
	Heater Hoses	X (B)				
265	Intercooler		X			
	Intercooler Piping		X			
271	Accelerator Pedal		X			
Electrical System						

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
311	Batteries and Cables		X			
313	Battery Box		X			
321	Alternator		X(C)			
322	Regulator	NA	NA	NA	NA	NA
331	Starter Motor		X			
351	Bulbs	X(B)				
352	Headlights	X(B)				
355	Lens, Seals, Gaskets	X(B)				
361	Turn Signals	X(B)				
362	Horn		X			
363	Wiper Blades	X				
	Wiper Motor, Linkage		X			
364	Relays & Contacts		X			
369	Fan, Electrical		X			
371	Cab Wiring Harness		X			
381	Instrument Cluster		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group						
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
382	Instrument & Sending Units		X			
383	Speedometer, Tachograph, Hubometer		X			
384	Warning Systems		X			
385	Pressure Gauges		X			
Transmission, Drive Shaft						
422	Transmission	<i>Contact Manufacturer for Warranty Coverage</i>				
424	Transmission Controls		X (C)			
451	Drive Shaft		X			
	U-Joints		X			
453	Center Bearing Mounts		X			
460	Axle Assembly	<i>Contact Manufacturer for Warranty Coverage</i>				
465	Differential Assembly	<i>Contact Manufacturer for Warranty Coverage</i>				
	Case	<i>Contact Manufacturer for Warranty Coverage</i>				

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
	Gears	<i>Contact Manufacturer for Warranty Coverage</i>				
	Pinion, Thru-Shaft Seals	<i>Contact Manufacturer for Warranty Coverage</i>				
466	Axle Shafts	<i>Contact Manufacturer for Warranty Coverage</i>				
481	P.T.O. (Transmission)		X (C)			
491	Transmission Oil Cooler		X			
Brake Systems						
510	Brake Adjustment	X (B)				
511	Front Wheel Brakes, Foundation		X (D)			
512	Rear Wheel Brakes, Foundation		X (D)			
514	Slack Adjuster		X (C)			
524	Brake Pedal & Linkage		X			
562	Reservoir Air Tank		X			
563	Air Valves		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group						
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
564	Brake Chamber Assembly		X (C)			
565	Brake Air Line, Connections		X			
Front Suspension						
601	Front Axle Alignment	X				
611	Front Springs		X (C)			
612	Front Axle I-Beams		X			
614	Spring Hanger Brackets		X			
615	Shackles		X			
617	Anti-Roll Bar	NA	NA	NA	NA	NA
641	Steering Wheel, Column, Shaft		X			
642	Steering Gear		X			
643	Steering Arm, Tie Rod, Connect		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
644	Steering Knuckle King Pin		X			
645	Power Steering Pump		X			
	Hydraulic Tank	NA	NA	NA	NA	NA
651	Wheels		X			
653	Hubs, Bearings, Seals		X			
Frame Rail, Rear Suspension						
712	Frame Brackets					X
714	Cross members					X
715	Frame Rail					X
721	Tandem Suspension		X			
722	Springs, Rear		X			
723	Torque Rods, Radius Rods		X			
725	U-Bolts		X			
727	Rebound Stop		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group						
		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
728	Tandem Alignment	X				
762	Anti-Roll Bar Rebush Rear		X			
771	Wheels	<i>Contact Manufacturer for Warranty Coverage</i>				
773	Hubs, Bearings, Seals		X			
Body, Cab and Interior						
811	Floor, Doghouse, Cowl			X (E)		X (E)
812	Roof, Windshield, Rear Window Frame			X (E)		X (E)
813	Body Side			X (E)		X (E)
815	Instrument Panel		X			
817	Rear Section, Cab			X (E)		X (E)
818	Cab Mounting		X			
823	Grille & Guard		X			
825	Front Fenders		X			
826	Rear Fenders		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
827	Steps		X			
831	Doors			X (E)		X (E)
834	Lock		X			
835	Window Regulator		X			
836	Roof Hatch		X			
841	Emblem, Reflector, Mirrors		X			
843	Glass		X			
844	Glass Door		X			
845	Air Horn		X			
852	Seats		X			
855	Trim, Upholstery		X			
861	Bumper		X			
870	Heater Assembly		X			
872	Hoses, Ducts		X			
873	Heater		X			

Autocar Xpeditor (ACX) – Warranty Coverage by Function Group

		Maintenance	1 Year	2 Years	3 Years	5 Years
Function Group	Description	Item (A)	100,000 Miles or 3,000 Hours-in-Service	200,000 Miles or 6,000 Hours-in-Service	300,000 Miles or 9,000 Hours-in-Service	500,000 Miles or 15,000 Hours-in-Service
873	Air Conditioning, A/C Sealed System		X (C)			
881	Dash Covers		X			
884	Seat Belts		X			
891	Visors, Shields, Fairings		X			
Miscellaneous						
921	Optional Equipment		X (C)			
922	Fifth Wheel, Fifth Wheel Cylinders, Hydraulic Control, Trailer Air System, Boom	NA	NA	NA	NA	NA
992	Fire Extinguisher		X (C)			



Autocar, LLC

LIMITED WARRANTY CERTIFICATE – U.S. AND CANADA

Xpeditor Chassis – Effective January 1, 2015

**THIS DOCUMENT CONSISTS OF TWO PAGES.
PLEASE READ THE IMPORTANT PROVISIONS ON BOTH PAGES OF THIS DOCUMENT.**

Autocar, LLC (Autocar) warrants the chassis of each new Autocar Xpeditor chassis under original ownership and operated exclusively in the 50 states of the United States of America and in Canada and placed in service in or after 2015 (Autocar Chassis), specifically excluding the body and any other aftermarket components installed on the chassis, to be free from material defects in materials and workmanship upon the conditions, as limited and as otherwise set forth below and on the second page of this document (Limited Warranty).

1. Warranty Periods (subject to Limitations and Exclusions below and on Page 2)

- A. All warranty periods begin on the date and at the mileage/hours-in-service when the Autocar Chassis is placed in service.
- B. **BASIC WARRANTY TERM:** 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first.
- C. **AXLE WARRANTY TERM:** No less than 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first. Certain components may be warranted by the manufacturer for longer terms. Refer to the manufacturer's warranty documentation or contact the manufacturer or Autocar for additional information.
- D. **FRAME, CROSS MEMBERS AND FRAME BRACKETS FOR ENGINE/SUSPENSION MOUNTING WARRANTY TERM:** 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first.
- E. **CAB STRUCTURE WARRANTY TERM:** 60 months, 500,000 miles/805,000 kilometers or 15,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.
- F. **CAB CORROSION AND PAINT WARRANTY TERM:** 24 months, 200,000 miles/322,000 kilometers or 6,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.
- G. **EMISSIONS WARRANTY TERM:** Please see the Emission Control System Components Warranty Disclosure.

2. Autocar's Obligations and Discretion

- A. Autocar's obligations are limited to the repair or replacement, at its sole option, of parts or components of the Autocar Chassis which are determined by Autocar in its sole discretion to be defective. At Autocar's option, parts or components may be replaced with rebuilt parts or components. Replaced parts or components are the property of Autocar.
- B. Warranty repairs and replacements performed by an authorized Autocar distributor or authorized repair facility in accordance with the terms of this Limited Warranty are free of charge to the original owner of the Autocar Chassis.

3. Limitations

- A. This Limited Warranty is not extended for any time out of service for repairs.
- B. This Limited Warranty covers only defects which are brought to the attention of an authorized Autocar distributor or authorized repair facility promptly upon discovery.
- C. **THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY AUTOCAR FOR YOUR AUTOCAR CHASSIS. AUTOCAR ASSUMES NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH YOUR AUTOCAR CHASSIS OR YOUR VEHICLE. AUTOCAR DOES NOT AUTHORIZE YOUR SELLING DEALER, YOUR BODY MANUFACTURER OR ANY OTHER PERSON OR ENTITY TO ALTER, AMEND, EXPAND, EXTEND OR OTHERWISE CHANGE THIS LIMITED WARRANTY IN ANY MANNER.**
- D. **AUTOCAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES YOU MAY CLAIM AS A RESULT OF THE USE OF YOUR AUTOCAR CHASSIS, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOWNTIME EXPENSES AND ANY OTHER COMMERCIAL LOSSES.**
- E. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO**



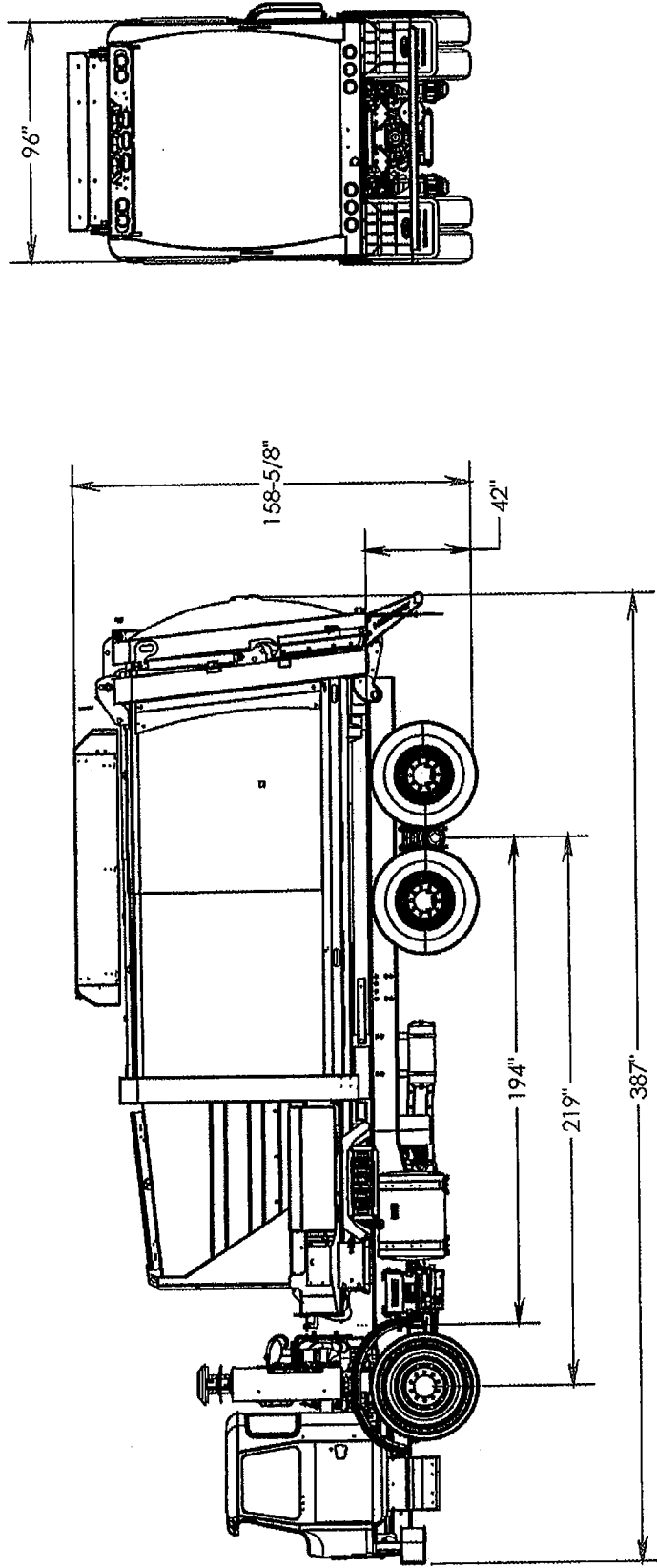
IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE EXPLICITLY DISCLAIMED.

- F. Autocar reserves the right to make changes at any time in the design, materials and specifications of the Autocar Chassis and has no obligation to make similar changes or updates in Autocar Chassis manufactured previously.
- G. Autocar will not be responsible for warranty claims, product liability claims or the cost of recall actions resulting from improper alterations, modifications, conversions or installations performed by third parties engaged by the selling dealer or the original owner.

4. Exclusions (items NOT covered by this Limited Warranty)

- A. **ENGINE, TIRES, BATTERIES AND TRANSMISSION:** The engine, tires, batteries and transmission are not covered by this Limited Warranty and are warranted by their respective manufacturers.
- B. **DAMAGE:** Damage due to accidents, misuse, negligence, improper operation, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to promptly bring a defect to the attention of an authorized Autocar distributor or authorized repair facility immediately upon discovery and improper or insufficient required maintenance.
- C. **APPLICATION:** Problems with configuration for the Autocar Chassis' application, including but not limited to incorrect axle or transmission gear ratios, failures caused by operation in excess of factory-rated load capacities or failures caused by use in a manner for which the Autocar Chassis was not intended. The selling dealer has responsibility for determining and documenting the correct use and application of the Autocar Chassis by the owner in the final order configuration. Autocar must have access to all data stored in all electronic control modules of the Autocar Chassis; denial of access may result in loss of warranty coverage.
- D. **ENVIRONMENTAL DAMAGE:** Damage to parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been exposed to the elements or chemicals, including but not limited to road salts, industrial fall-out or improper cleaners, polishes or waxes.
- E. **GLASS:** Glass breakage and scratches (unless proof of material defect is established to Autocar's reasonable satisfaction).
- F. **SEVERE SERVICE:** Failure due to severe service of suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings.
- G. **ALTERATIONS:** Any Autocar Chassis repaired, maintained or altered in any manner inconsistent with Autocar service policies and procedures or by a third party other than an authorized Autocar distributor or authorized repair facility.
- H. **INSTALLED BODY AND OTHER EQUIPMENT:** Failure, damage or defects caused by, and repairs and replacements necessitated by, improper conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers, including without limitation modification of the Autocar Chassis, or modification or removal of a component, in violation of Federal Motor Vehicle Safety Standards, the Incomplete Vehicle Document provided with the Autocar Chassis or the Body Builder's Installation Manual or comparable document issued by Autocar and applicable to the vehicle.
- I. **WEAR AND TEAR AND ROUTINE MAINTENANCE:** Routine maintenance, including but not limited to replacement of oil filters, adjustments of the engine, injection pump, transmission, brakes and linkages, and all related adjustments, diagnoses and tests. Parts normally consumed or worn out during a vehicle's normal service life and customarily replaced during routine maintenance, including but not limited to bulbs, brake and clutch linings, bushings, belts and wiper blades are not covered after the first 30 days of the term of this Limited Warranty.
- J. **ALIGNMENT:** Alignment of axles and balancing of tires, including but not limited to changing of axle camber, caster, toe and thrust angle settings.
- K. **NON-GENUINE PARTS:** Any Autocar Chassis repaired by use of parts, accessories, assemblies and exchange units which are not genuine Autocar replacement parts.
- L. **CAB STRUCTURE, CORROSION AND PAINT:** Structural defects, corrosion or paint damage that occur in areas of the cab and panels that have been previously damaged, repaired, altered or modified are not covered. Corrosion coverage is limited to metal perforation and holes; surface corrosion is not covered. Ordinary wear and tear of paint, including chips and fade, is not covered. Damage caused by environmental factors, chemicals or failure to clean and maintain the cab is not covered.
- M. **ALTERED ODOMETER READING:** Any Autocar Chassis on which the odometer has been disconnected or the mileage reading has been altered.
- N. **CERTAIN LABOR:** Premium for overtime labor and shift differential and additional labor for an otherwise warrantable repair due to conversion or installation of bodies or equipment by third party manufacturers, body builders, converters or suppliers.
- O. **MISCELLANEOUS EXPENSE:** Road service, towing, rental expenses, meals, lodging, telephone calls, travel time, loss of cargo, downtime, shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by parties other than an authorized Autocar distributor or authorized repair facility.
- P. **ADDITIONAL COMPONENTS:** Accessories, components or parts that are not installed by Autocar or an authorized Autocar distributor or authorized repair facility.

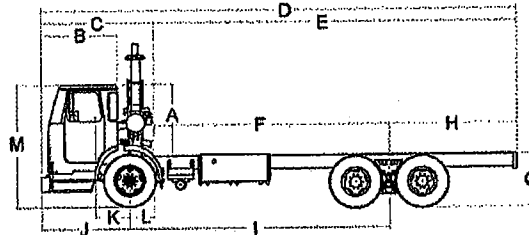
29 ASL ROOF CNG AUTOCAR



MATERIAL SPEC./BLANK		NEW WAY		PART DESCRIPTION	
DESIGN	DATE	SCRANTON MANUFACTURING	101 State Street	SCRANTON, IA 51462	
JB	WEIGHT	29 ASL ROOF CNG AUTOCAR			
64352		SHEET 1 OF 2			
<p>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SCRANTON MANUFACTURING / NEW WAY. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF SCRANTON MANUFACTURING / NEW WAY IS PROHIBITED.</p> <p>CAD GENERATED DRAWINGS DO NOT MANUALLY UPDATE</p> <p>UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE:</p> <p>FRACTIONS DECIMALS ANGLES X ± .1 ± 1/2° .XX ± .03 .XXX ± .005</p>					
REV	DESCRIPTION	ECO #	BY	DATE	
	REVISIONS				

05/05/2018

Dimensions



	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	361.00	OVERALL LENGTH
E	266.00	EFFECTIVE CAB TO END OF FRAME
F	192.00	EFFECTIVE CAB TO REAR AXLE
G	42.95	UNLADEN FRAME HEIGHT
H	74.00	OVERHANG
I	216.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	101.95	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

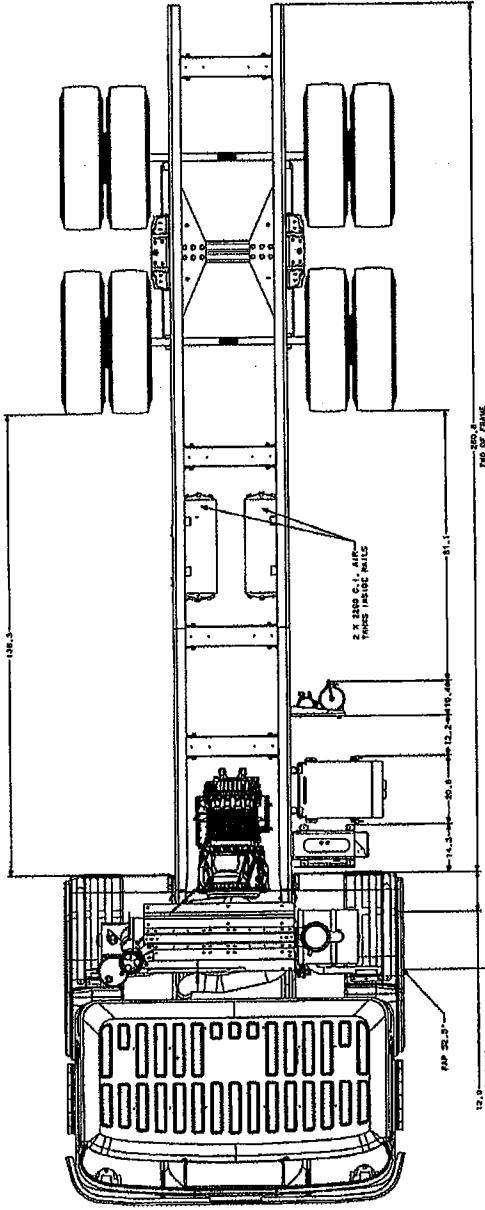
SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N '18 320 HP @ 2200 / 1000 LB-FT, CUMMINS
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR MT40-14X W/ .5" HOUSING (40000 LBS)
Rear Axle Ratio	6.14
Rear Tire	11R22.5H

05/05/2018

GAWR, GVWR & Tire Pressure

GVW Rating – 60,000#			
Front GAWR	20,000#	Rear GAWR	40,000#
Front Suspension	22,000#	Rear Suspension	40,000#
Front Wheels	20,400#	Rear Wheels	59,200#
Front Tire Size And Tread	20,400#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	20,000#	Rear Axle	40,000#
PSI			
Front PSI	130.0	Rear PSI	90.0



HOLD MAXX/HN SUSPENSIONS	LOCATION FROM ZERO	LOCATION CODE
AIR DRYER	130.5	713L130500L
BATTERY BOX	100.5	816L100500L
A TANK	172.5 1/S	708L172500R
B TANK	172.5 1/S	708L172500L
WET TANK	169.5 0/S U/F	705L169500R

NOTES:

- WITH FAP 53.5:
 - WHEELBASE 215
 - BOC TO
 - CA 23
 - FRONT FENDER 28.3
- BATTERY BOX SPACED 2, DROPPED 2
- LAYOUT ONLY FOR BEAM REAR SUSPENSION, AND ALUMINUM CENTER CROSS MEMBERS
- TOTAL AIR TANK VOLUME 6840 G.I. WITH ALU TANKS

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TRUCK SCALE PROJECTING

SCALE: 1:1.12

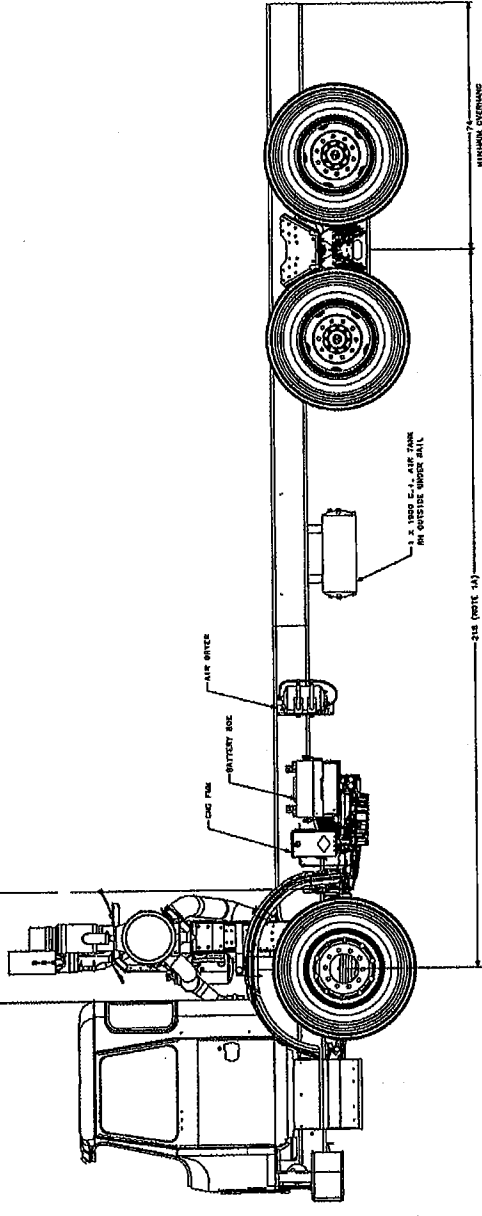
DATE: 10/20/03

DESIGNER: JAY SIDERINDER

DRAWN BY: JAY SIDERINDER

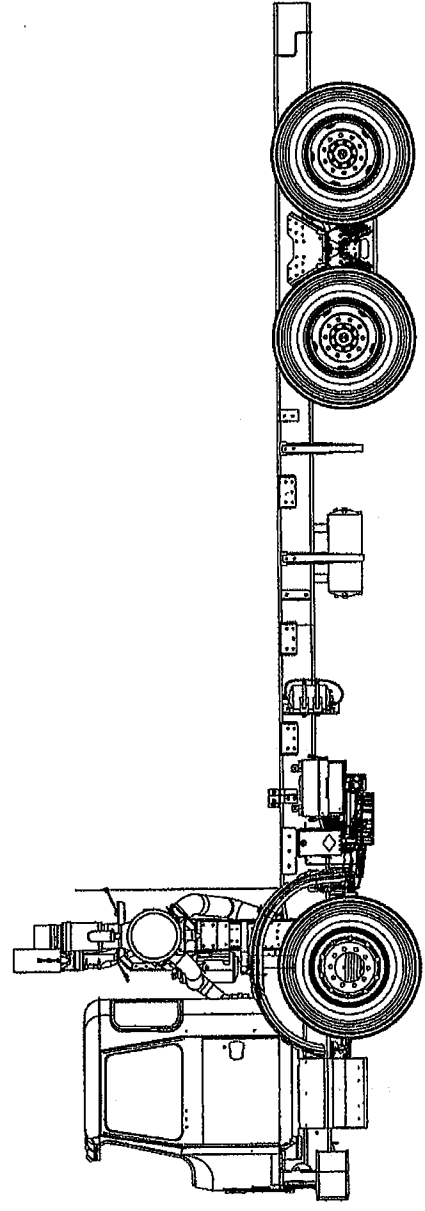
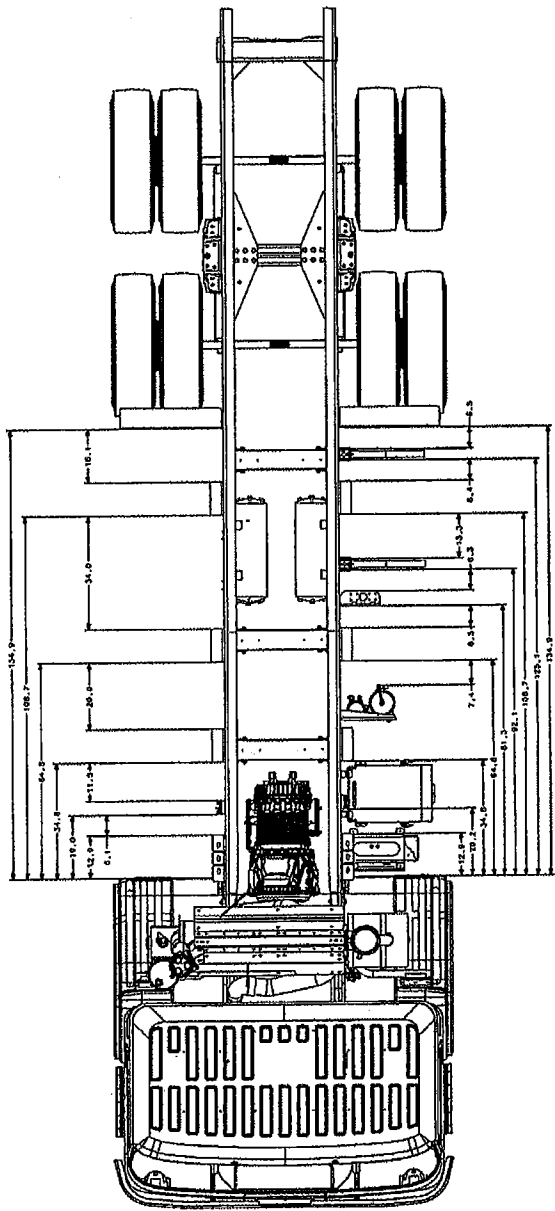
DOCUMENT NUMBER: C003000

DOCUMENT SCALE: 1 OF 2



NEW WAY JOYD SIDERINDER

AUTOCAR ENG. / DATE	BODY BUILDER / DATE	CUSTOMER / DATE
APPROVAL SIGNOFF		



NOTES:
 1. LAYOUT CONTAINS BODY BUILDER HOLE PATTERN FOR 38 HOLES IN BOTH RAILS

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ORDER BY	DATE	EXP. SYSTEM	SCALE
ODENDAAAL	11/23/11		1:1:2
PROJECT NO.			
NEW WAY ASL, CNG, 3-AXLE			A0
CUSTOMER NUMBER			
			2 OF 2

NEW WAY 30YD SIDERINDER

AUTOCAR ENG. / DATE	BODY BUILDER / DATE	CUSTOMER / DATE

12 11 10 9 8 7 6 5 4

30 YD SCALE DRAWING

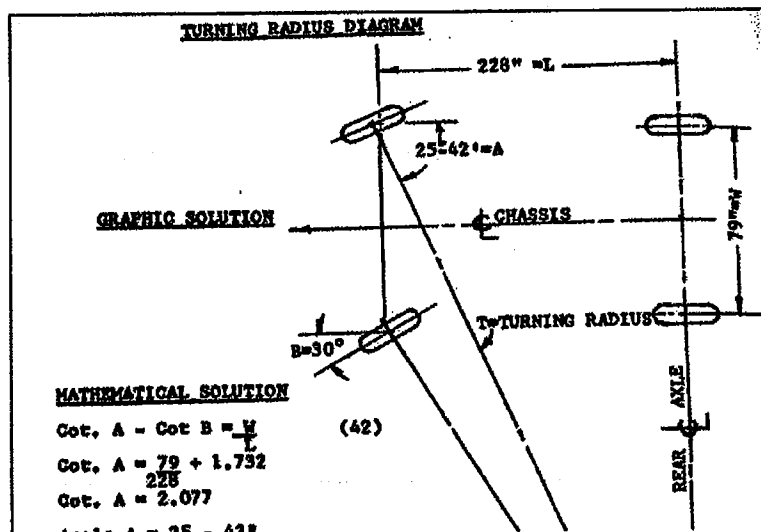
12

Turn Radius Calculation

AUTOCAR ACX W/ 50 Degree

24-Jun-04

Enter the known values			
Tires=	315/60R22.5	Width	12.3
Wheels=	22.5 x 9.00	Inset	3.12
Axle=	Meritor 20K	drum-drum	9A108
Track =	87.84 inches		
Max Turn Angle =	50.00 degrees =	0.8726 radians	
Wheelbase =	219.00 inches		
Minimum Turning Radius =		30.74 Feet	9.38906
Curb - Curb Turn Diameter=		62.52 Feet	19.05562



AUTOCAR
Always Up



XPEDITOR

The Most Versatile Refuse Truck on the Planet



Custom Engineered and Built Right – The First Time

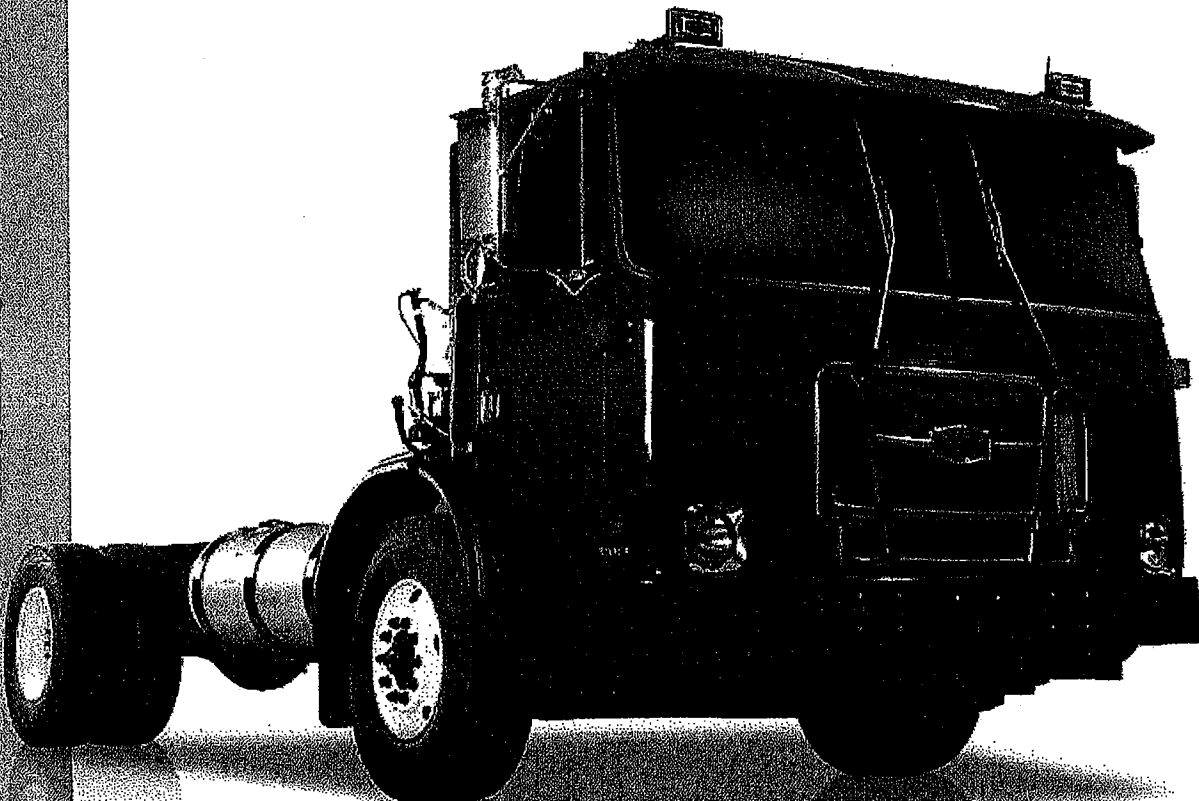
Autocar specifically engineers your custom configurations directly into its trucks. Our trucks are then built, tested and validated the right way the first time on our production line. Unlike the modify and re-work approach used by others, Autocar does things once and does them right the first time. This results in a purposeful integration of industry best components into a quality built system specifically designed and engineered with your performance needs in mind.

Striving For Perfection Through Continuous Improvement

Autocar's industry-leading array of choices is the result of a tradition of continuous innovation, based on input from our customers and engineered by the best design team in the business. A steady stream of advances has made the Xpeditor the most versatile refuse truck on the planet, with a host of productive features designed to boost your bottom line. Among the most remarkable are an unprecedented range of powertrain choices and the ability to meet strict exhaust emission level requirements with flexible exhaust locations. We have introduced a range of new options to improve value and performance including a new generation of transmission mounted power take offs. For front loader applications, Autocar engineered a stronger, lighter front end and moved the front axle position forward in the Xpeditor to accept heavier engines and still maintain the ability to haul the maximum payload. We have further optimized the weight distribution for each body that is mounted on an Autocar.

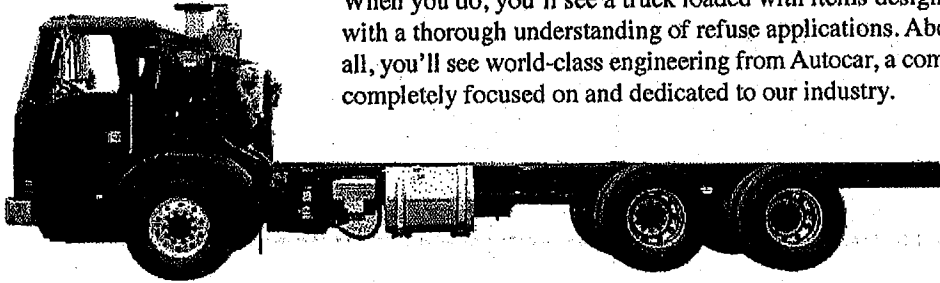
Factory Warranty

The Xpeditor is backed by factory warranties which are supported by Cummins, Allison and a host of other business partners. This translates into a truck that has an industry-leading warranty to help assure that your vehicle is Always Up!



Consider the Best

If you haven't looked at an Autocar Xpeditor recently, then you owe it to yourself to consider the best truck on the market. When you do, you'll see a truck loaded with items designed with a thorough understanding of refuse applications. Above all, you'll see world-class engineering from Autocar, a company completely focused on and dedicated to our industry.



Turning Radius

Autocar measures above the curve!

A tighter turning radius allows operators to avoid accidents while improving efficiency and productivity. Xpeditor has the best turning radius in the industry! Spending less time in reverse improves efficiency and fuel economy and also keeps drivers safer from accidents. From concept through design and refinement, Autocar leads the way. Listening, understanding, then delivering to our customers is what we do best!

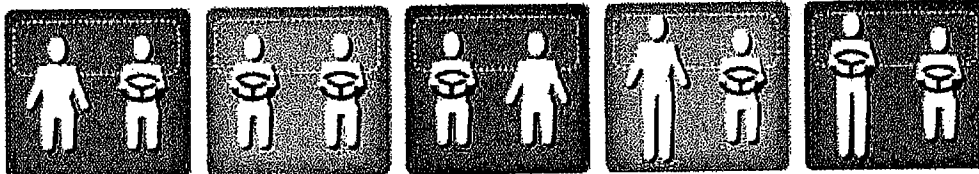
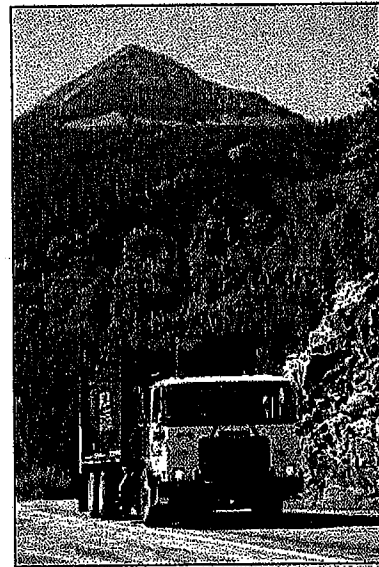
Greater Choice. More Versatility

More drivetrain and operating options

- Multiple diesel engine displacements with numerous horsepower and torque ratings.
- Leading natural gas engine options.
- Exhaust options: left-side vertical, right-side vertical and horizontal.
- Flexible component placement and sizing.
- Allison medium-duty (3000 series) or heavy-duty (4000 series) transmission.
- Rear axle ratings from 23,000 lbs to 72,000 lbs. (10,400 kg to 32,700 kg).
- 890 transmission mount PTO.

More Cab Configurations

At Autocar, we know that no two routes are the same. That's why we offer a cab configuration for all of your applications, along with options to help you handle jobs on any route.



XPEDITOR... THE INTELLIGENT CHOICE

WE LISTEN... WE INNOVATE... WE DELIVER

Corrosion Protection

All Xpeditor cabs receive maximum corrosion protection. Each cab is built from corrosion-resistant steel, before receiving our state-of-the-art, 18-stage, cathodic epoxy E-Dip system in an iron phosphate pre-treatment. After the E-Dip process, pre-paint caulk is applied to external and internal seams prior to finish coat. The result is a corrosion resistant vehicle that we can confidently back with a 3-year corrosion warranty and a 5-year structural warranty.

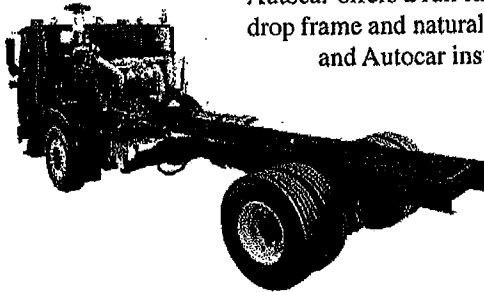


Tough Durable Cab

The Xpeditor cab is not only larger, it's also stronger. The complete cab and doors are a fully welded, two-sided galvanized steel structure providing unmatched strength making it one of the safest cabs on the market.

Factory Installed

Autocar offers a full range of factory installed options including PTO's, auxiliary axles, drop frame and natural gas fuel systems. We simplify customization – order the options and Autocar installs them right on the assembly line.

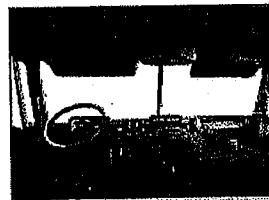


Frame Strength

The Xpeditor frame provides an industry-leading strength range of 3.5 to 4.2 million RBM just below the arm torque tube on a front loader or the automated arm mount on an automated side loader which are the most critical sections, respectively.

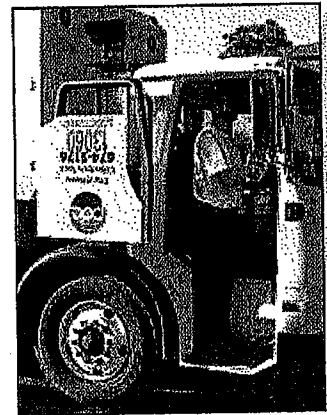
Superior Visibility

The Xpeditor cab offers minimum obstructions in the 360° view. A curved windshield minimizes "A" pillar front obstruction. A one-piece rear window, curved corner windows and lowered engine emission components minimize blind spots. Integrated controls eliminate body control boxes on the dash, enhancing the cross-cab view.



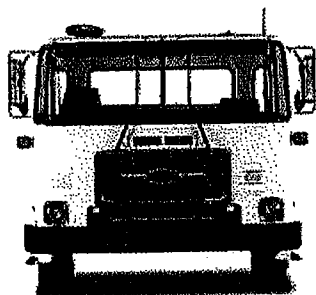
Larger Ergonomic Cab

Autocar provides a larger cab environment. The position of the cab and the floor height are lowered and ingress/egress is significantly improved. A tilt steering wheel is standard on single-drive Xpeditors. Each precision instrument and control is ergonomically designed and located.



Chassis Body Integration

Autocar provides a complete system, rather than merely a body mounted on a chassis. Xpeditors arrive at the body company with chassis components in the right place and room for the body company to install their integrated controls into our dash. Autocar will also offer pre-punched frame holes to minimize efforts for body installation.



Functional Styling

The Xpeditor front grill has been updated to be more functional and to provide better aesthetics. At Autocar, styling never comes at the expense of functionality or maintenance costs.

Complete Natural Gas Chassis Systems

Factory Installed

Autocar – the undisputed leader in natural gas powered refuse trucks – makes it easy to go green and comply with environmental regulations. Our natural gas chassis is available with factory installed CNG and LNG fuel storage and delivery systems. These complete natural gas chassis systems include engine, fuel tanks, optional methane detection and fuel system – all assembled, tested and started on our production line with the quality workmanship you expect from Autocar.

Cost and Efficiency Benefits

Backed by the experience of installing well over 4,000 natural gas engines – with and without fuel storage and delivery systems, we have streamlined and simplified delivery of environmentally compliant natural gas systems. A complete, factory installed system eliminates previous OEM-body builder complications such as specification, transporting and high shipping costs. Unnecessary modification costs to add fuel storage and delivery systems after the chassis has been built are now a thing of the past.

Autocar Quality

The Autocar Xpeditor built with the Cummins-Westport ISL-G engine never requires an auxiliary cooler – even when you choose a front mount pump. Autocar uses the finest stainless steel fittings and couplings and mounts the critical fuel filter in the ideal location for easy access. Each fuel system is pressure tested and leaves the factory after a 10-step quality assurance verification. CNG systems leave with a partial fill, allowing the easy movement of the chassis at the body builder's factory. LNG systems are not filled with fuel, but are leak tested to assure a positive cool down process and fill.

Best Selling Systems

Two of our most popular natural gas systems are the 75 Diesel Gallon Equivalent (DGE) back-of-cab cabinet, ideal for rear loaders, and the 40 DGE frame rail mount for front loader applications. These and other available systems have made it very easy to order a complete natural gas chassis system.



XPEDITOR NATURAL GAS

Class Leading Economy, Performance, and Environmental Friendliness

RunWise is a fully commercialized Advanced Series Hybrid Drive system from Parker. A unique hydrostatic drive, combined with brake energy recovery capabilities, delivers dramatic fuel savings, lower carbon emissions and noise levels, significantly reduced brake wear, and improved vehicle performance. That's what you can expect from RunWise.

No other Class 8 refuse truck hybrid system matches the fuel savings, performance, or environmental friendly contributions of Parker RunWise. Parker has field tested RunWise since 2008 with fleet operators working actual routes throughout the country. The results:

Reduced Fuel Consumption

Average annual fuel consumption for a Class 8 vehicle is about 9,800 gallons per year. RunWise reduces fuel consumption up to 35% to 50%, depending on route density and operating conditions – a substantial savings in fuel costs by any measure.

Lower Emissions

A single truck's CO2 emissions are reduced up to 55 tons per year, equivalent to removing 10 typical cars from the road or planting 1,300 trees and letting them grow for 10 years. RunWise is contributing to a greener planet.

Less Brake Wear

The RunWise system brake energy recovery dramatically improves brake life and removes heat from the wheel end components. Under some situations it may be possible to replace foundation brakes once during the life of the truck. The resulting brake overhaul cost savings will have significant impact on bottom line maintenance costs.

Better Drivability

The hydrostatic drive contributes to smooth and quick launch speeds, enabling drivers to cover routes quicker, increasing productivity. Route drivers say that trucks equipped with RunWise are a "pleasure to drive."

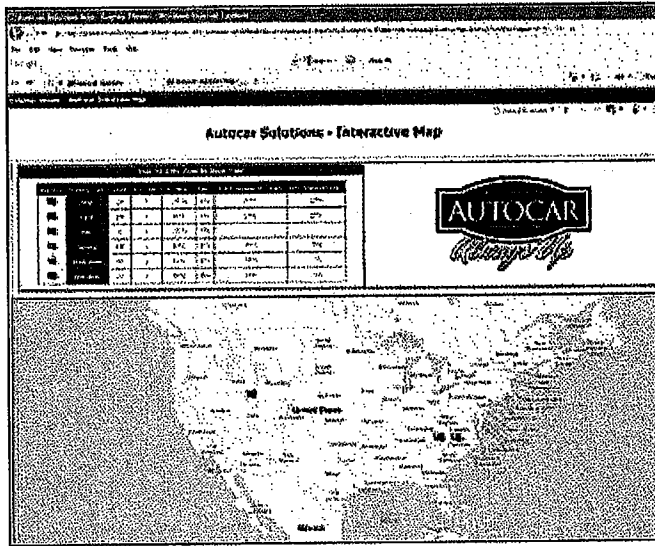
Lower Operating Costs

The hydrostatic drive powers the refuse truck during route collection, reducing diesel engine wear and lowering maintenance costs. The RunWise innovative cradle assembly was designed for ease of maintenance.



No other Hybrid in its class can match the fuel savings or performance of an Autocar E3 equipped with the Parker RunWise® system.





CONTACT US FIRST!

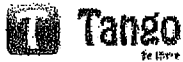
When you contact us first, we track your repair and manage your downtime event. By getting us involved first you get trained factory technicians to help troubleshoot and diagnose the issue. We respond fast and work with you to get your truck back up and running!

Immediate Technical Assistance by Logging on to Our Website



www.autocartruck.com/autocarsolutions

Autocar Solutions™ offers an unsurpassed range of support services to keep your fleet on the road including:



Service Technician Specialists see what you see LIVE! The benefit of seeing your situation is a great asset to us and makes calls more efficient and effective.



Autocar offers complete OEM Genuine and "All Makes" product lines, supported by over 1,000 suppliers. Use our easy online parts identification/ordering systems, or call our parts hotline at:

1-866-878-5980 (USA Toll Free)
or 1-765-489-5499



Training Classes

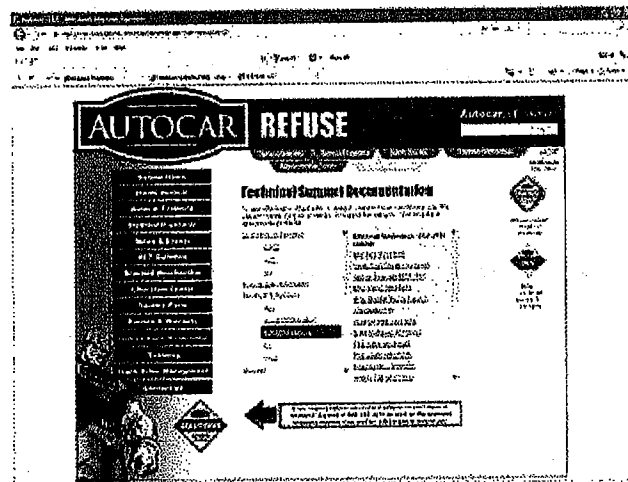
A schedule of on-line LIVE, INTERACTIVE training classes is available on our website. Classes are designed for technicians servicing a variety of Autocar trucks. Registration is easy and classes are very informative and beneficial to every participant. Go to our website and click on the Training button for a schedule of classes.



Our new online library of technical documentation gives you 24/7 access to the information you need to diagnose and troubleshoot issues with your fleet. Request a login and try it!

Technical Support Documentation

The comprehensive technical information feature on the Autocar website provides you with more access to technical information than ever before. Search for electrical schematics, air system schematics, service manuals, PM manuals, body builder information, videos, troubleshooting trees and more. This easy-to-use library of technical data will help you diagnose, troubleshoot, train your technicians and develop preventive maintenance checks for your fleet.



EXTENSIVE SUPPORT SERVICES



XPEDITOR

The Most Versatile Refuse Truck on the Planet

AUTOCAR, LLC
551 SOUTH WASHINGTON STREET
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USA TOLL FREE: 1-877-973-3486
DIRECT: 1-765-489-5499
FAX: 1-765-489-5230
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COMING SOON

Cummins Westport
The Natural Choice



Move to Zero

2018 Natural Gas Engine



INTRODUCING THE NEW

L9N™

CNG

LNG

RNG

Performance and efficiency matches the current ISL G engine

Improves air quality and lowers noise pollution

More cost effective compared to electric powered vehicles
= More vehicles per dollar

Cooled Exhaust Gas Recirculation (CEGR)

Spark-ignited, Stoichiometric Combustion and Three-Way Catalyst

Lowest emission Transit and Medium Duty Truck engine in North America

For more detailed engine information visit: cumminswestport.com





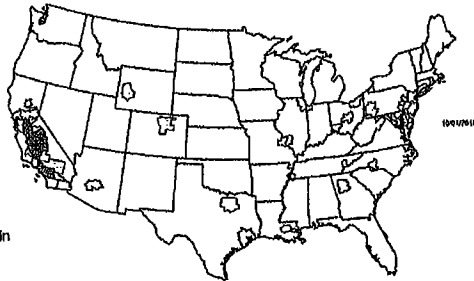
Reduced Emissions from Trucks and Buses

- > Reduces smog forming NOx emissions by 90% vs. EPA NOx Standard
 - One 2010 certified vehicle = the NOx emissions of TEN L9N vehicles
 - Clean technology for Clean Air Act Ozone Nonattainment areas
- > Reduces Greenhouse Gas emissions by 15% - further reduction with RNG
- > Meets California AB 857 Near Zero emissions requirement
- > Will be Certified Near Zero California ARB
 - Lowest emission mid range engine in North America

8-Hour Ozone Nonattainment Areas (2008 Standard)

- 8-hour Ozone Classification
- Extreme
 - Severe 15
 - Serious
 - Moderate
 - Marginal

Nonattainment areas are indicated by color. When only a portion of a county is shown in color, it indicates that only that part of the county is within a nonattainment area boundary.



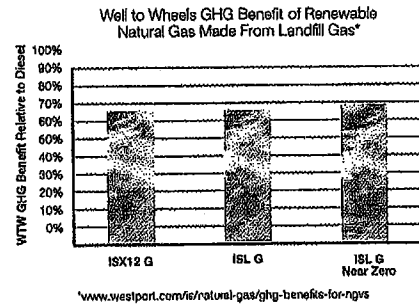
Cost Effective Emission Reduction

- > Over 70,000 (6.7 to 12 litre) engines in service with Cummins Westport stoichiometric cooled Exhaust Gas Recirculation (SEGR) technology
- > Reduced Emissions now:
 - Immediate Urban Air Quality benefit for:
 - New vehicles
 - Repowers of existing CNG trucks and buses
- > Lowest cost Move to Zero option
 - Minimal cost impact vs current natural gas product
 - No Infrastructure changes for current NG fleets
 - Conventional vehicle range between fuel stops
 - Vehicles cost up to 70% less than electric
- > Available for many applications:
 - Transit and Shuttle buses, School Buses, and Refuse, Vocational, and Conventional Trucks.



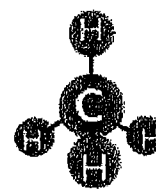
Renewable Fuel

- > Capable of operating on 100% Renewable Natural Gas (RNG)
 - Recycled methane naturally produced in composting or landfills
- > Significant Near Zero Greenhouse Benefit (+70%)
- > Meets California 2023/2031 NOx and petroleum reduction goals now



The Natural Choice

- > Cleanest Internal Combustion technology
- > Available today for Buses and Trucks
- > Lowest incremental vehicle cost to diesel
 - More vehicles per \$
- > Fueling infrastructure in place and growing
 - Wider adoption for immediate emission reduction
- > Natural gas is the lowest carbon fuel available
- > Abundant supply, stable pricing



Methane



Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE ¹	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS ²	ECS & SPECIAL FEATURES ³	DIAGNOSTIC ⁶
			CNG/LNG				
2018	JCEXH0540LBN	8.9	CNG/LNG	Diesel	HRDD	TBI, TC, CAC, ECM, EGR, TWC, HO2S	OBD(\$)
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL ⁵		ADDITIONAL IDLE EMISSIONS CONTROL ⁵					
N/A		N/A					
ENGINE MODELS / CODES (rated power, in hp)							
ENGINE (L)	L9N 320 / 4897;FR95631 (320), L9N 300 / 4897;FR95926 (300), L9N 280 / 4897;FR95927 (280)						
8.9	L9N 260 / 4897;FR95928 (260), L9N 250 / 4897;FR95929 (258)						

¹ =not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kw=kilowatt; hr=hour;
² CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel;
³ L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;
⁴ ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / - ammonia; WU (prefix)=warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAPS/AFS=heated/air-fuel-ratio sensor (a.k.a. universal or linear oxygen sensor); TBI=throttle body fuel injection; SF/MPF=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; ID/DDI=indirect/direct diesel injection; TC=turbo super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series;
⁵ ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C); APS=internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles);
⁶ EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD(F) / (P) / (\$) =full / partial / partial with a fine / on-board diagnostic;

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.) ⁴

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	0.14	0.02	0.02	*	*	15.5	15.5	0.01	0.01	*	*
CERT	0.01	0.000	0.01	0.004	*	*	1.5	0.3	0.002	0.000	*	*
NTE	0.21		0.03		*		19.4		0.02		*	

⁴ g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; SET= Supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde

BE IT FURTHER RESOLVED: That the listed engine family is certified to the Optional Low NOx Emission Standards as specified in 13 CCR 1956.8(a)(2)(A) and section 11.B.7 of the incorporated "California Exhaust Emission Standards and Test Procedures for 2004 and Subsequent Model Heavy Duty Diesel-Engines and Vehicles" adopted Dec. 12, 2002, as last amended Oct. 21, 2014.

BE IT FURTHER RESOLVED: The manufacturer has demonstrated compliance with the Greenhouse Gas Emission Standards as specified in Title 13 CCR 1956.8 and the incorporated "California Exhaust Emission Standards and Test Procedures for 2004 and Subsequent Model Heavy Duty Diesel-Engines and Vehicles" (HDDE Test Procedures) adopted Dec. 12, 2002, as last amended Oct. 21, 2014 using the 2014 model year National Heavy-Duty Engine and Vehicle Greenhouse Gas Program as specified in Section 1036.108 of the HDDE Test Procedures. The manufacturer has submitted the required information and therefore has met the criteria necessary to receive a California Executive Order based on the Environmental Protection Agency's Certificate of Conformity for the above listed engine family.

In g/bhp-hr	EPA CERTIFICATE OF CONFORMITY		PRIMARY INTENDED SERVICE CLASS	
	JCEXH0540LBN-009		TRACTOR / VOCATIONAL	
	CO ₂		CH ₄	N ₂ O
	FTP	SET		
STD	555	460	0.10	0.10
FCL	476	418	*	*
FEL	490	431	0.65	*
CERT	465	414	0.56	0.02

⁴ g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; SET= Supplemental emissions testing; STD = standard or emission test cap; FEL=family emission limit; FCL=family certification level; CERT=certification level; CO₂=carbon dioxide; CH₄=methane; N₂O=nitrous oxide; VOCATIONAL=vocational engine; TRACTOR=tractor engine



BE IT FURTHER RESOLVED: Certification to the FEL(s) / FCL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) / FCL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971.1 (on-board diagnostic, full or partial compliance) and 13 CCR 2035 et seq. (emission control warranty).

BE IT FURTHER RESOLVED: The listed engine models are conditionally certified in accordance with 13 CCR Section 1971.1(k) (deficiency and fines provisions for certification of malfunction and diagnostic system) because the heavy-duty on-board diagnostic (HD OBD) system of the listed engine models has been determined to have seven deficiencies. The listed engine models are approved subject to the manufacturer paying a fine of \$125 per engine for the third through seventh deficiencies in the listed engine family that is produced and delivered for sale in California. On a quarterly basis, the manufacturer shall submit to the Air Resources Board reports of the number of engines produced and delivered for sale in California and pay the full fine owed for that quarter pursuant to this conditional certification. Payment shall be made payable to the State Treasurer for deposit in the Air Pollution Control Fund no later than thirty (30) days after the end of each calendar quarter during the 2018 model-year production period. Failure to pay the quarterly fine, in full, in the time provided, may be cause for the Executive Officer to rescind this conditional certification, effective from the start of the quarter in question, in which case all engines covered under this conditional certification for that quarter and all future quarters would be deemed uncertified and subject to a civil penalty of up to \$5000 per engine pursuant to HSC Section 43154.

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 7 day of December 2017.

Annette Hebert, Chief
Emissions Compliance, Automotive Regulations and Science Division

A-021-0680

12/1/17

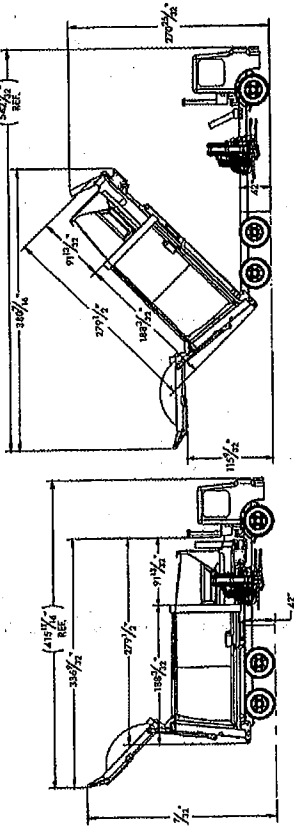
Engine Model Summary Template

Engine Family	1. Engine Code	2. Engine Model	3. BHP @ RPM (SAE Gross)	4. Fuel Rate: mm ³ /stroke @ peak HP (for diesel only)	5. Fuel Rate: (lbs/m ³) @ peak HP (for diesels only)	6. Torque @ RPM (SEA Gross)	7. Fuel Rate: mm ³ /stroke @ peak torque	8. Fuel Rate: (lbs/hr) @ peak torque	9. Emission Control Device Per SAE J1930
JCEXH0540LBN	4897;FR95631	L9N 320	320@2100	N/A	N/A	1000@1300	N/A	N/A	N02S, PCM, TWC.
JCEXH0540LBN	4897;FR95926	L9N 300	300@2100	N/A	N/A	860@1300	N/A	N/A	H02S, PCM, TWC.
JCEXH0540LBN	4897;FR95927	L9N 280	280@2200	N/A	N/A	900@1300	N/A	N/A	H02S, PCM, TWC.
JCEXH0540LBN	4897;FR95928	L9N 260	260@2200	N/A	N/A	660@1300	N/A	N/A	H02S, PCM, TWC.
JCEXH0540LBN	4897;FR95929	L9N 250	250@2200	N/A	N/A	730@1300	N/A	N/A	H02S, PCM, TWC.

TBI, TC, CAC,
ECM, EGR, TWC,
H02S

NEW WAY™ SIDEWINDER

Presady USA Made



GENERAL SPECIFICATIONS

Model	20 yd ³ Dump	22 yd ³ Dump	24 yd ³ Dump	29 yd ³ Dump	31 yd ³ Dump
Body Capacity	20 yd ³	22 yd ³	24 yd ³	29 yd ³	31 yd ³
Body Width	56"	56"	56"	56"	56"
Body Length	23'	23'	23'	23'	23'
Body Height	108"	108"	108"	108"	108"
Raised Tailgate Height	213"	213"	213"	213"	213"
Body Height (Raised)	195"	195"	195"	195"	195"

MINIMUM CHASSIS SPECIFICATIONS

Model	20 yd ³ Dump	22 yd ³ Dump	24 yd ³ Dump	29 yd ³ Dump	31 yd ³ Dump
Minimum GVWR	4,000 lbs.	4,000 lbs.	4,000 lbs.	4,000 lbs.	4,000 lbs.
Usable C/A Requirement	Single axle 160"	Single axle 160"	Single axle 160"	Single axle 160"	Single axle 160"

PACKER SPECIFICATIONS

Hopper Capacity	6 cu. yd.
Body Capacity	2 cu. yd.
Packer Sweep Volume	20 cu. yd.
Packer Cycle Time	20 seconds
Ram Protection	6.5 inches
Ram Compaction Force	70,000 lbs. @ 1,500 psi

ARM SPECIFICATIONS

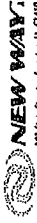
Arm Extension	14'
Arm Lifting Capacity	10,000 lbs.
# Reinforced Mast Bearings	6
Arm Cycle Time	4.1 sec.

BODY CONSTRUCTION

Roof	10 gauge 81 k
Sides	10 gauge 48 00
Front Panel	16 gauge 48 00
Packer Floor	8 gauge 48 00
Tailgate Bank	10 gauge 48 00
Tailgate Sides	10 gauge 48 k
Rear Floor/Sides	16 gauge 48 00
Rear Gate	3/8" x 17 3/8" non-ship

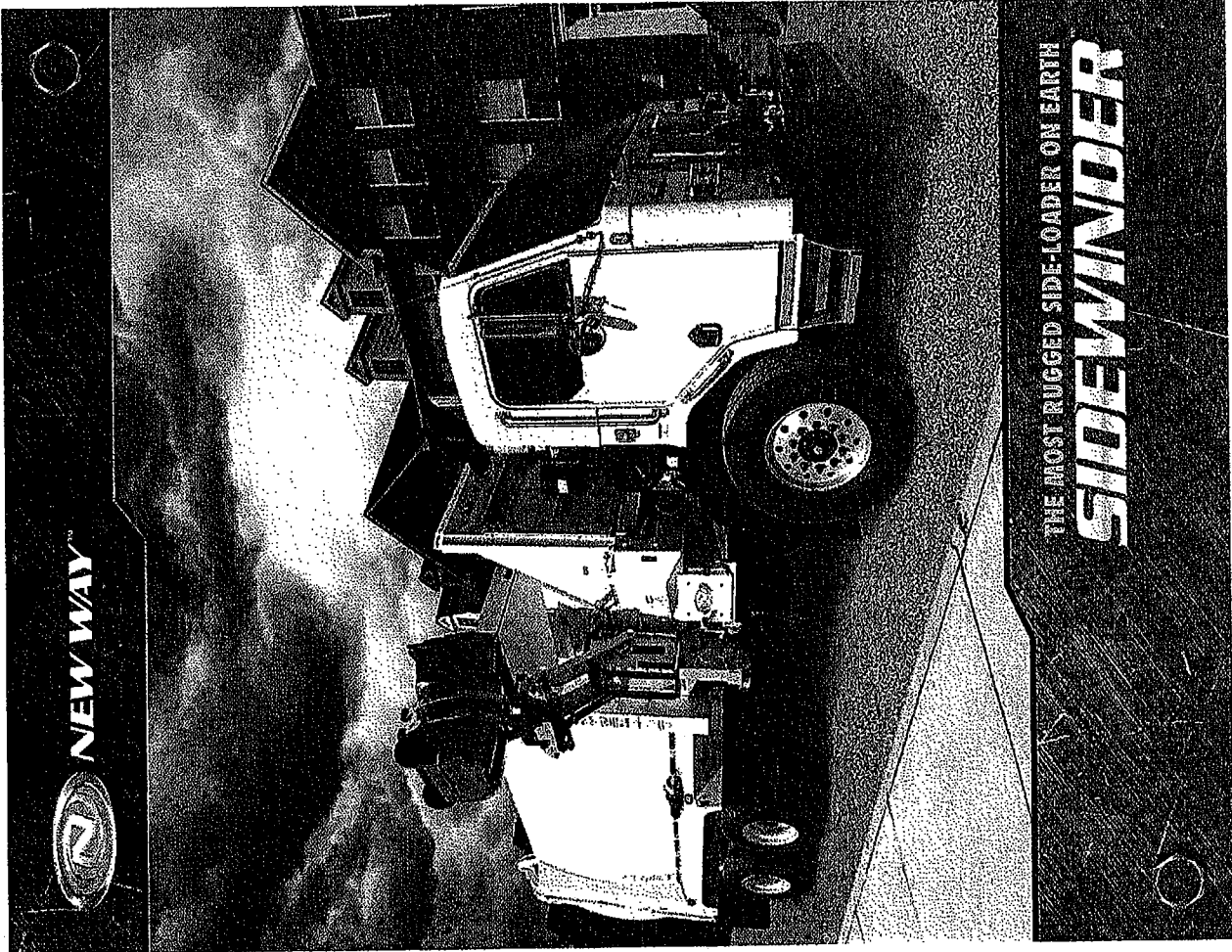
[Is measured from top of truck frame. *Any clients sent to factories manufacturing with less than the minimum payload requirements will not be accepted. (Clients must be capable of carrying the weight of the body plus the weight of the structure contents.)

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THE MOST RUGGED SIDE-LOADER ON EARTH
SIDEWINDER

STANDARD EQUIPMENT

- Pack-as-you-go
- 10" x 12" x 14" dump-out doors
- Oil pressure gauges
- Chrome cylinder rods
- Side-exit door to hopper
- Rollover protection single hold cylinder
- Light gauge on reservoir tank
- Tailgate side alarm
- Dupont IRRON 5000™ paint (white)
- Valve Extrema™ hydraulic fluid
- Rear view camera system
- Balljointed, frame-mounted arm
- In-line heavy duty supports
- Sealed roller bearings on packer panel
- Expendable in-cab control panel and joystick
- Smooth body sidewall design
- Positive automatic tailgate lock
- Back-up alarm
- Body side alarm
- Rear mirror
- *Arm not shown† indicator
- LED lights
- ABS 245 compliant

OPTIONAL EQUIPMENT

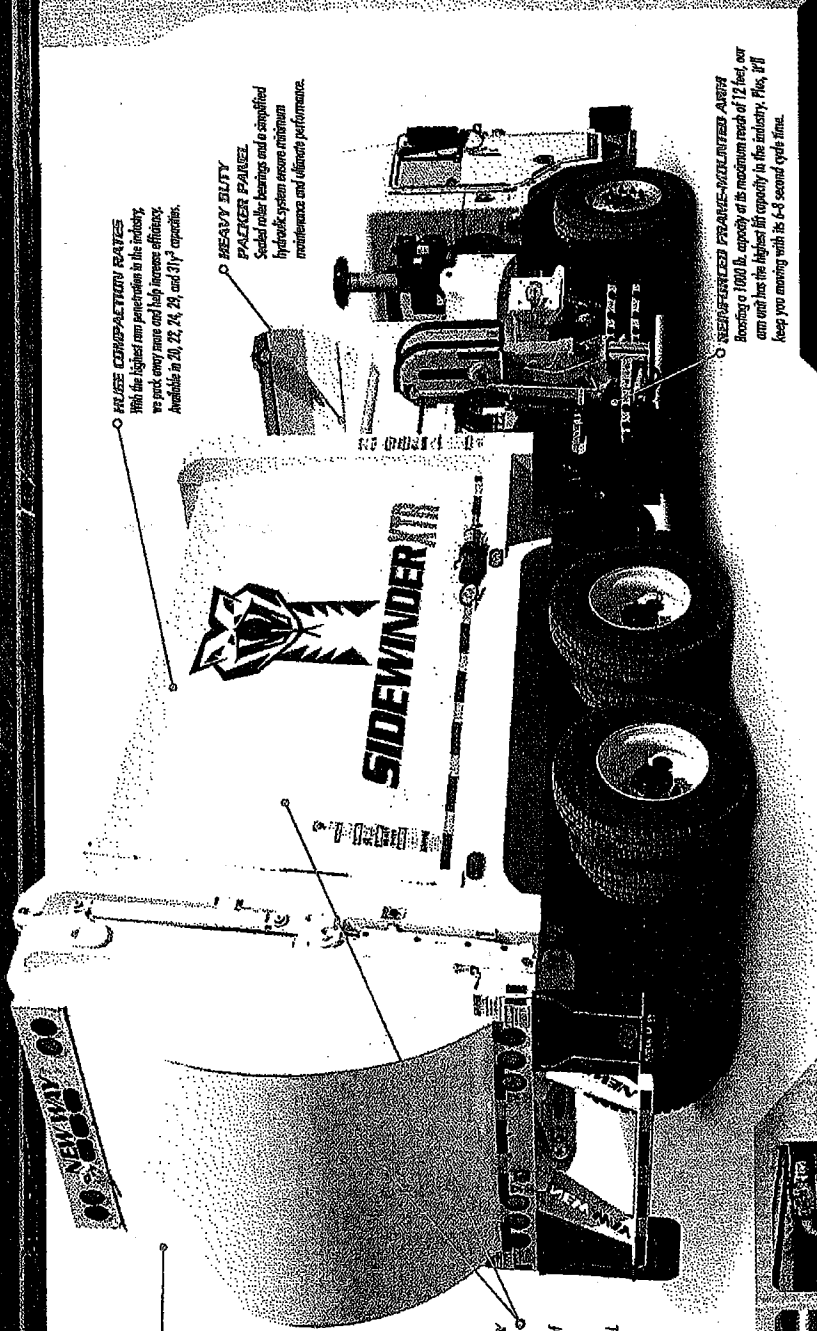
- Pre-cab panel
- Multi-cycle pack
- 200 gallon hopper
- Camera options
- Additional arm controls
- Hopper loader
- Color paint
- Brown/Signal rocks
- Arm cycle camera

AUTHORIZED NEW WAY DEALER

IRONCLAD PERFORMANCE

FOR THE ALL-NEW SIDEWINDER, WE'VE REINFORCED THE INDUSTRY'S MOST DEPENDABLE DESIGN

More dependability. Longer lifespan. Heavier payloads. The New Way Sidewinder™ puts your fleet in a position of power. Built for punishment, your crew can keep on operating while other trucks are in the shop. So while this truck is tough, it makes one thing not so tough — the decision to add one to your fleet.



REDUCE COMPACTION RATES
 With the lightest arm penetration in the industry, we put away tons and help increase efficiency. Available in 21, 22, 24, 26, 28, and 31K capacities.

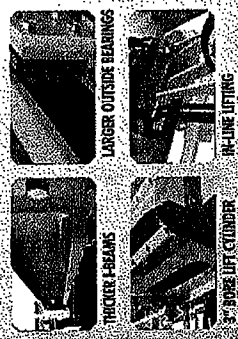
HEAVY DUTY PALCKER PANEL
 Stacked roller bearings and a simplified hydraulic system assure minimum maintenance and optimum performance.

REINFORCED FRAME-UNLIMITED ARM
 Boosting a 1000 lb. capacity to its maximum reach of 12 feet, our arm can lift the highest lift capacity in the industry. Plus, it'll keep you moving with its 4-3 second cycle time.

THE INDUSTRY'S STRONGEST ARM DESIGN

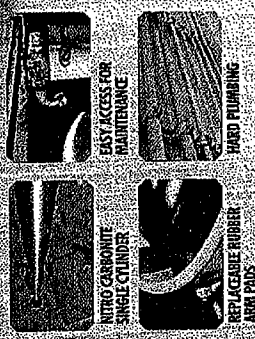


The industry's proven most durable arm configuration — a frame-mounted arm with a gripper that's in line with the arm — has been reinforced by New Way engines with heavier steel and hardware, giving you the strongest and most dependable side-loader arm ever built. It's built for the abuse of big rocks and designed to keep you on the road, day in and day out.



ALL TRUCKS NEED MAINTENANCE (OURS JUST NEED LESS.)

The Sidewinder™ is rated for a lifespan that keeps you operating with confidence for as many as 10 additional years beyond competitors' models, with significantly lower maintenance costs and minimized downtime. When you do need maintenance, our design enables easy access for quick, less expensive part replacement.



HEAVY DUTY EPOXY SIDING PAINT
 This paint has been used by the U.S. Coast Guard for vehicles that regularly endure salt spray conditions. We built on one of the industry's toughest paints, providing a finish that's both attractive and highly durable.

TITANIUM™ SEBY AND TALEGATE CONSTRUCTION
 New Way's selected grade of high tensile steel provides superior strength and less weight than traditional steel.

TOUGH ON TRASH. EASY ON OPERATORS.

The Sidewinder's™ ergonomic controls are specifically designed for operator comfort. Operator fatigue is decreased while productivity is boosted, putting true power to your fingertips.



HVIP Low NOx + RNG Requirement

Overview

- » For Low NOx Engine Incentives administered through HVIP, a Renewable Natural Gas (RNG) contract is now required.¹
- » RNG is natural gas derived from the decomposition of organic matter, e.g. dairy manure, landfills, wastewater.
- » Like fossil natural gas, RNG may be injected into the pipeline and sent to any pipeline-connected CNG or LNG station.
- » The RNG contract must cover 100% of planned fuel use for 3 years for vehicles requesting vouchers.
- » In most cases, RNG contracts should be simple to put in place and cost no more than existing NG fuel.
- » Under the requirement, customers may use contracted RNG fuel with other fleet vehicles and still be in compliance.

¹ [HVIP Implementation Manual](#) (April 4, 2017)

More Information:

Ryan Schuchard, CALSTART at 626-744-5606 or rschuchard@calstart.org

HVIP Low NOx + RNG Requirement

Features for Ease and Simplicity

- » The key required documentation is simply a copy of the contract and a memo outlining the projected level of renewable fuel use with name of fuel provider
- » Ongoing validation is done via existing annual questionnaire—no additional steps are needed
- » Customers may use contracted RNG fuel with any vehicles in fleet
- » RNG providers have up to one year to make up deficits between RNG “ordered” and RNG delivered in case of supply interruptions

¹ Customer grants permission to RNG provider to validate RNG volumes contracted and delivered to HVIP administrator upon request; RNG provider agrees to provide the necessary information.

More Information:

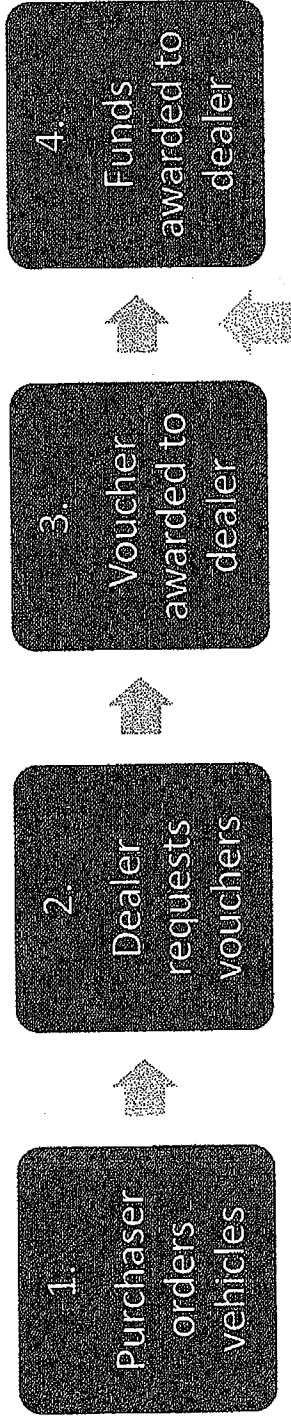
Ryan Schuchard, CALSTART at 626-744-5606 or rschuchard@calstart.org

Working Document – June 16, 2017

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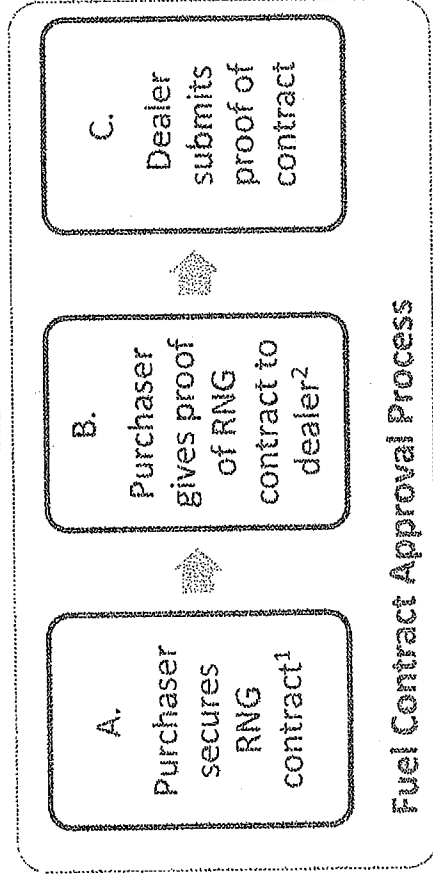
HVIP Low NOx + RNG Requirement

Illustrative Voucher Redemption Process



Vehicle Voucher Redemption Process

» Dealer may submit proof of purchaser's RNG contract at any time prior to awarding of funds



Fuel Contract Approval Process

1 A list of participant providers is available
2 Proof of contract includes (1) copy of contract and (2) note with estimated fuel use

HVIP Low NOx + RNG Requirement

Roles and Responsibilities

Customers (Fleets)	Vehicle Dealers	RNG Providers ²
<ul style="list-style-type: none">• Establish contract with fuel provider• Provide memo noting renewable fuel commitment to dealer¹• Affirm continuation of contract in yearly questionnaire	<ul style="list-style-type: none">• Provide information to fleet customers about renewable fuel requirements• Submit customers' contract and memo when processing voucher request	<ul style="list-style-type: none">• Provide contract to fuel one or more vehicles' demand via volumetric commitment to 100% RNG for 3 years• Commence delivery within 60 days

¹ Template available

² Those listed as "Participant providers"

HVIP Low NOx + RNG Requirement

RNG Participant Providers

Organization	Name	Email	Phone
ampCNG	Chad Schlaepfer	cschlaepfer@ampcng.com	(303) 842-9724
Clean Energy*	Brandon Price	brandon.price@cleanenergyfuels.com	(949) 437-1261
Element Markets	Sydney Akuto	sakuto@elementmarkets.com	(516) 455-0606
ReFuel Energy	Sean Moen	sean@refuelep.com	(916) 288-2800
Shell Energy	Tom Moffett	thomas.moffett@shell.com	(858) 526-2187
Trillium*	Allen Nielsen	allen.nielsen@loves.com	(801) 231-9684
	David George	DLGeorge@trilliumcng.com	(405) 302-6500
TruStar	Rob Strange	rstrange@trustarenergy.com	(909) 217-0990

* Operate public RNG station networks.

- » Participant Providers have been briefed on the RNG requirement and have agreed that they can (a) provide contracts to fully fuel one or more vehicles' expected demand for three years via a volumetric commitment to 100% RNG, and (b) commence delivery of RNG within 60 days.
- » All providers can supply RNG to fleets' behind-the-gate filling stations and/or fleet-dedicated RNG in other CNG filling stations.
- » The above list is a working list that may grow over time. RNG providers who wish to become Participant Providers are invited to contact CALSTART.

More Information:

Ryan Schuchard, CALSTART at 626-744-5606 or rschuchard@calstart.org

Appendix

HVIP Low NOx + RNG Requirement

Formal Requirement Language¹

- » For Low NOx Engine Incentives funded by GGRF through HVIP, a renewable fuel contract, and other additional information requested by CARB, will be required before a voucher is paid.
- » The renewable fuel contract must be for 3 years or more and require the use of 100 percent renewable fuel for new vehicles equipped with low NOx engines or existing vehicles repowered with low NOx engines.
- » The 3 year renewable fuel contract must cover the vehicle for 3 years once the vehicle is placed into service or the repowered vehicle is placed back into service.
- » The fuel contract will be reviewed by the HVIP and Low NOx Engine Incentives Grantee to verify that the above information is included in the contract.
- » Yearly questionnaires are sent to HVIP and Low NOx Engine Incentives participants.
- » Continued usage of renewable fuel will be monitored via the annual questionnaire for a three year period.

¹ [HVIP Implementation Manual](#) (April 4, 2017): Vehicle Technology Eligibility — New and Repowered Vehicles Using Low NOx Engines (p. 15)

Sample Memo

Date

HVIP Administrator,

Pursuant to the requirement that vehicles purchased with HVP Low NOx vouchers use 100% renewable fuel for three years, we have an agreement in place with a renewable natural gas (RNG) fuel provider to serve our fleet with at least 168,000 DGE of RNG. The volume of our fuel agreement is based on the following:

A. Vehicle type	B. Expected annual RNG fuel per vehicle (DGE)	C. Quantity of vehicles/vouchers	D. Expected annual RNG fuel use (column B x C)	E. Expected annual RNG fuel use over three years (DGE) (column D x 3)
Xeodior ES	10,000	2	20,000	60,000
Audi RS4	12,000	3	36,000	108,000
Total RNG to be supplied and used over 3 years (DGE)				168,000

The name of our RNG provider is provider name. The agreement number for the contract is 129-056789 and the contact person is (name, phone, email). We have granted the provider permission to validate our contracted and delivered RNG volumes upon your request, and they have agreed to provide the necessary information.

We will begin fueling with RNG within 60 days of taking ownership of the vehicle. If our fuel provider is unable to supply the complete amount of RNG specified by the end of each year, we will make up the remaining amount through additional deliveries within the following year, and the total volume of RNG will be fully delivered by the end of the third year.

(Signature)
 Name
 Address
 City, CA, Zip Code
 Phone

Note: all text in yellow is placeholder text and should be replaced or deleted

Date

HVIP Administrator,

Pursuant to the requirement that vehicles purchased with HVIP Low NOx vouchers use 100% renewable fuel for three years, we have established an agreement with a renewable natural gas (RNG) fuel provider to serve our fleet with at least 168,000 DGE of RNG. The volume of our fuel agreement is based on the following:

A. Vehicle type	B. Expected annual RNG fuel per vehicle (DGE)	C. Quantity of vehicles	D. Expected annual RNG fuel use subtotal (DGE) (column B x C)	E. Expected annual RNG fuel use over three years (DGE) (column D x 3)
Xpeditor E3	10,000	2	20,000	60,000
Autocar 4x2	12,000	3	36,000	108,000
Total RNG to be supplied and used over 3 years (DGE)				168,000

The name of our RNG provider is provider name. The agreement number for the contract is 123456789 and the contact person is (name, phone, email). We have granted the provider permission to validate our contracted and delivered RNG volumes upon your request, and they have agreed to provide the necessary information.

We will begin fueling with RNG within 60 days of taking ownership of the vehicle. If our fuel provider is unable to supply the complete amount of RNG specified by the end of each year, we will make up the remaining amount through additional deliveries within the following year.

(signature)

Name
Address
City, CA, Zip Code
Phone

EXHIBIT “B”



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

Purchaser's Name(s) CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIONS

DE-69649/2020-118328

Address 2600 TEMPLE AVE

Stock # On Order

City LONG BEACH

State CA

Date 10/05/2020

County Long Beach* [10.25]

Zip 90806

Bus Phone (562)570-5000

Cell Phone

Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About	
New	AUTOCAR	ACX64	2021	WHITE	6/11/2021	
Type of Vehicle	Serial Number	Mileage			Price Per Unit	Quantity
Truck	Factory Order					8
Cash Price Of Base Vehicle					\$325,019.03	\$2,600,152.24
Additional Options:						
COOPERATIVE PURCHASE AGREEMENT - CITY OF PASADENA - SIDE LOADER REFUSE VEHICLES - PURCHASE ORDER NO. 1182323-00						
FET Tire Credit \$0.00						
County Long Beach* [10.25]						
GVWR/GCWR 60000						
Doc Fee / Prep Fee					\$0.00	
Total					\$325,019.03	\$2,600,152.24
California Tire Recycle Fee					\$17.50	\$140.00
FET					\$0.00	
Sales Tax 10.25000					\$33,314.45	\$266,515.60
License/Registration Fee					\$0.00	
O/S Delivery Fee						
Total Cash Delivered Price					\$358,350.98	\$2,866,807.84
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		Amount Due Upon Delivery	
					\$2,866,807.84	

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

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Oct 7 2020 9:19AM

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 thereafter 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: _____ (Date)

(Company Name)

Signor's Name and Title: _____ (Signature)

(Please Print Name and Title. Must be an Officer of the company Authorized to approve capital purchases.)