

1 Contractor shall certify on the invoices that Contractor has performed the services
2 in full conformance with this Agreement and is entitled to receive payment. Each
3 invoice shall be accompanied by a progress report indicating the progress to date
4 of services performed and covered by the invoice, including a brief statement of any
5 Project problems and potential causes of delay in performance, and listing those
6 services that are projected for performance by Contractor during the next invoice
7 cycle. Where billing is done and payment is made on an hourly basis, the parties
8 acknowledge that this arrangement is either customary practice for Contractor's
9 profession, industry or business, or is necessary to satisfy audit and legal
10 requirements which may arise due to the fact that City is a municipality.

11 C. Contractor represents that Contractor has obtained all
12 necessary information on conditions and circumstances that may affect its
13 performance and has conducted site visits, if necessary.

14 D. By executing this Agreement, Contractor warrants that
15 Contractor (a) has thoroughly investigated and considered the scope of services to
16 be performed, (b) has carefully considered how the services should be performed,
17 and (c) fully understands the facilities, difficulties and restrictions attending
18 performance of the services under this Agreement. If the services involve work upon
19 any site, Contractor warrants that Contractor has or will investigate the site and is
20 or will be fully acquainted with the conditions there existing, prior to commencement
21 of services set forth in this Agreement. Should Contractor discover any latent or
22 unknown conditions that will materially affect the performance of the services set
23 forth in this Agreement, Contractor must immediately inform the City of that fact and
24 may not proceed except at Contractor's risk until written instructions are received
25 from the City.

26 E. Contractor must adopt reasonable methods during the life of
27 the Agreement to furnish continuous protection to the work, and the equipment,
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1 materials, papers, documents, plans, studies and other components to prevent
2 losses or damages, and will be responsible for all damages, to persons or property,
3 until acceptance of the work by the City, except those losses or damages as may
4 be caused by the City's own negligence.

5 F. CAUTION: Contractor shall not begin work until this
6 Agreement has been signed by both parties and until Contractor's evidence of
7 insurance has been delivered to and approved by City.

8 2. PRICE AGREEMENT CONDITIONS. Prices charged to the City
9 shall be based on percentage discounts from Manufacturer's Published Price Lists.
10 Percentage discounts shall not be decreased but may be increased for the duration of the
11 Contract and cost plus percentages shall not be increased but may be decreased for the
12 duration of the Contract, but said Manufacturer's Price Lists may be subject to fluctuation
13 in accordance with changes issued by the Manufacturer. Price Lists, which must be
14 submitted with the contract, must be in effect at time of contract execution and shall not
15 be subject to change for a period of 90 days afterward.

16 If the prices on the Price Lists are raised, the City reserves the right to
17 accept such raises or to cancel such items from the Contract. Contractor shall
18 immediately notify the City of such price increase, and shall immediately give to the City
19 the benefit of any decline in prices upon the Manufacturer's effective date of such
20 decline. Changes in price shall be effective on the date the notice of change is received
21 by the City Purchasing Division, or at a later date designated by the Contractor.
22 Increases in Price Lists shall not be retroactive.

23 Specifications and conditions in this contract shall supersede any conflicting
24 conditions in Price Lists.

25 3. EXTENSION OPTION. Price changes after the base period shall be
26 negotiated, but shall not exceed the most recent available month for the Los Angeles-
27 Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for
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1 non-labor.

2 4. ADEQUATE STOCK. Contractor shall be required to maintain
3 adequate stock for timely deliveries, emergency and fill-in orders, as needed by the City.
4 Contractor must have authorization from manufacturer to distribute contracted items.

5 The City reserves the right to inspect Contractor's stock area at Contractor's
6 facility any time during term of this Contract without notice during regular business hours.

7 In general, Contractor for a period three (3) months shall warrant parts after
8 the sale. However, the Contractor shall guarantee shelved parts stocked by the City to be
9 free from defects starting from the time of installation with proper documentation for a
10 period of three (3) months.

11 5. DELIVERY REQUIREMENTS. All deliveries shall be made F.O.B. to
12 destinations specified by the City.

13 Deliveries shall be made within 24 hours after receipt of verbal, faxed,
14 written or electronic order from the City. For infrequently used special order parts and
15 accessories not normally stocked in the Los Angeles area, notification of estimated time
16 of arrival must be given to the City as soon as possible. Back ordered stock parts shall
17 be completed within ten (10) working days after date of receipt of initial order unless other
18 arrangements are made. An invoice that includes unit and extended pricing shall
19 accompany all deliveries.

20 On special order or infrequently used parts and accessories not normally
21 stocked in the Los Angeles area that are available only from the factory, delivery shall be
22 made within seven (7) working days unless overnight delivery is requested.

23 6. WILL-CALLS. Provisions shall be made at supplier's place of
24 business for promptly filling will-call orders for parts and accessories within two (2) hours
25 after receipt of verbal, written or electronic order from the City. The City's Blanket
26 Purchase Order Number and Stockroom's tracking number will be printed on the invoice.

27 An invoice that includes unit and extended pricing shall accompany all

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1 orders. Contractor will be given a list of City personnel who are authorized to place will-
2 call orders and must adhere to list of names provided.

3 When authorized by the City in advance, the City shall pay 'next day'
4 shipping or air freight charges for emergency items that are not in stock.

5 7. SUMMARY BILLING. The city will not pay based on individual
6 invoices, but instead will pay based on a monthly summary invoice:

7 Contractor shall submit an original plus two copies of the Monthly Summary
8 Invoice, on Contractor's business stationery, by the seventh working day of each
9 calendar month for orders completed during the previous month and that month only. It
10 shall list the Contractor's individual invoice number and cost for each invoice, along with
11 a total cost for the month. One copy of the individual invoices in numeric sequential order
12 shall correspond to the monthly summary invoice listing order exactly.

13 The City will inspect summary invoice costs, after which the City shall
14 process the monthly summary invoice for payment in due course of payments

15 8. TERM. The term of this Agreement shall commence at midnight on
16 May 17, 2023, and shall terminate at 11:59 p.m. on May 17, 2028.

17 9. COORDINATION AND ORGANIZATION. Contractor shall coordinate
18 its performance with City's representative, if any, named in Exhibit "C", attached to this
19 Agreement and incorporated by this reference. Contractor shall advise and inform City's
20 representative of the work in progress on the Project in sufficient detail so as to assist City's
21 representative in making presentations and in holding meetings on the Project. City shall
22 furnish to Contractor information or materials, if any, described in Exhibit "D", attached to
23 this Agreement and incorporated by this reference, and shall perform any other tasks
24 described in the Exhibit.

25 10. INDEPENDENT CONTRACTOR. In performing its services,
26 Contractor is and shall act as an independent contractor and not an employee,
27 representative or agent of City. Contractor shall have control of Contractor's work and the

1 manner in which it is performed. Contractor shall be free to contract for similar services to
2 be performed for others during this Agreement; provided, however, that Contractor acts in
3 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
4 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
5 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
6 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
7 the usual and customary rights, benefits or privileges of City employees. Contractor
8 expressly warrants that neither Contractor nor any of Contractor's employees or agents
9 shall represent themselves to be employees or agents of City.

10 11. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to Section
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
17 by A.M. Best Company, the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
21 coverage shall include but not be limited to broad form contractual liability,
22 cross liability, independent contractors liability, and products and completed
23 operations liability. City, its boards and commissions, and their officials,
24 employees and agents shall be named as additional insureds by
25 endorsement (on City's endorsement form or on an endorsement equivalent
26 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
27 shall contain no special limitations on the scope of protection given to City,
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1 its boards and commissions, and their officials, employees and agents. This
2 policy shall be endorsed to state that the insurer waives its right of
3 subrogation against City, its boards and commissions, and their officials,
4 employees and agents.

5 (b) Workers' Compensation insurance as required by the California
6 Labor Code and employer's liability insurance in an amount not less than
7 \$1,000,000. This policy shall be endorsed to state that the insurer waives
8 its right of subrogation against City, its boards and commissions, and their
9 officials, employees and agents.

10 (c) Professional liability or errors and omissions insurance in an
11 amount not less than \$1,000,000 per claim.

12 (d) Commercial automobile liability insurance (equivalent in scope
13 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
14 amount not less than \$500,000 combined single limit per accident.

15 B. Any self-insurance program, self-insured retention, or
16 deductible must be separately approved in writing by City's Risk Manager or
17 designee and shall protect City, its officials, employees and agents in the same
18 manner and to the same extent as they would have been protected had the policy
19 or policies not contained retention or deductible provisions.

20 C. Each insurance policy shall be endorsed to state that coverage
21 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
22 written notice to City, shall be primary and not contributing to any other insurance
23 or self-insurance maintained by City, and shall be endorsed to state that coverage
24 maintained by City shall be excess to and shall not contribute to insurance or self-
25 insurance maintained by Contractor. Contractor shall notify City in writing within five
26 (5) days after any insurance has been voided by the insurer or cancelled by the
27 insured.

1 D. If this coverage is written on a "claims made" basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless
4 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

11 F. Prior to the start of performance, Contractor shall deliver to City
12 certificates of insurance and the endorsements for approval as to sufficiency and
13 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
14 insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
17 time. Contractor shall make available to City's Risk Manager or designee all books,
18 records and other information relating to this insurance, during normal business
19 hours.

20 G. Any modification or waiver of these insurance requirements
21 shall only be made with the approval of City's Risk Manager or designee. Not more
22 frequently than once a year, City's Risk Manager or designee may require that
23 Contractor, Contractor's sub-Contractors and contractors change the amount,
24 scope or types of coverages required in this Section if, in his or her sole opinion, the
25 amount, scope or types of coverages are not adequate.

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1 H. The procuring or existence of insurance shall not be construed
2 or deemed as a limitation on liability relating to Contractor's performance or as full
3 performance of or compliance with the indemnification provisions of this Agreement.

4 12. ASSIGNMENT AND SUBCONTRACTING. This Agreement
5 contemplates the personal services of Contractor and Contractor's employees, and the
6 parties acknowledge that a substantial inducement to City for entering this Agreement was
7 and is the professional reputation and competence of Contractor and Contractor's
8 employees. Contractor shall not assign its rights or delegate its duties under this
9 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
10 of City, except that Contractor may with the prior approval of the City Manager of City,
11 assign any moneys due or to become due Contractor under this Agreement. Any
12 attempted assignment or delegation shall be void, and any assignee or delegate shall
13 acquire no right or interest by reason of an attempted assignment or delegation.
14 Furthermore, Contractor shall not subcontract any portion of its performance without the
15 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
16 or contractor without approval prior to the substitution. Nothing stated in this Section shall
17 prevent Contractor from employing as many employees as Contractor deems necessary
18 for performance of this Agreement.

19 13. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
20 certifies that, at the time Contractor executes this Agreement and for its duration,
21 Contractor does not and will not perform services for any other client which would create a
22 conflict, whether monetary or otherwise, as between the interests of City and the interests
23 of that other client. And, Contractor shall obtain similar certifications from Contractor's
24 employees, sub-Contractors and contractors.

25 14. MATERIALS. Contractor shall furnish all labor and supervision,
26 supplies, materials, tools, machinery, equipment, appliances, transportation and services

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1 necessary to or used in the performance of Contractor's obligations under this Agreement,
2 except as stated in Exhibit "D".

3 15. OWNERSHIP OF DATA. All materials, information and data
4 prepared, developed or assembled by Contractor or furnished to Contractor in connection
5 with this Agreement, including but not limited to documents, estimates, calculations,
6 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
7 models, reports, summaries, drawings, designs, notes, plans, information, material and
8 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
9 and City shall have the unrestricted right to use and disclose the Data in any manner and
10 for any purpose without payment of further compensation to Contractor. Copies of Data
11 may be retained by Contractor but Contractor warrants that Data shall not be made
12 available to any person or entity for use without the prior approval of City. This warranty
13 shall survive termination of this Agreement for five (5) years.

14 16. TERMINATION. Either party shall have the right to terminate this
15 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
16 prior notice to the other party. In the event of termination under this Section, City shall pay
17 Contractor for services satisfactorily performed and costs incurred up to the effective date
18 of termination for which Contractor has not been previously paid. The procedures for
19 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
20 termination, Contractor shall deliver to City all Data developed or accumulated in the
21 performance of this Agreement, whether in draft or final form, or in process. And,
22 Contractor acknowledges and agrees that City's obligation to make final payment is
23 conditioned on Contractor's delivery of the Data to City.

24 17. CONFIDENTIALITY. Contractor shall keep all Data confidential and
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
26 performing its services, during the term of this Agreement and for five (5) years following
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential

1 all information, whether written, oral or visual, obtained by any means whatsoever in the
2 course of performing its services for the same period of time. Contractor shall not disclose
3 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
4 of others except for the purpose of this Agreement.

5 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
6 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
7 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
8 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
9 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
10 to subpoena or court order.

11 19. ADDITIONAL SERVICES. The City has the right at any time during
12 the performance of the services, without invalidating this Agreement, to order extra work
13 beyond that specified in the RFP or make changes by altering, adding to or deducting from
14 the work. No extra work may be undertaken unless a written order is first given by the City,
15 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
16 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
17 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
18 City Representative. Any greater increases, taken either separately or cumulatively, must
19 be approved by the City Council. It is expressly understood by Contractor that the
20 provisions of this paragraph do not apply to services specifically set forth in the RFP or
21 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
22 the services to be provided pursuant to the RFP may be more costly or time consuming
23 than Contractor anticipates and that Contractor will not be entitled to additional
24 compensation for the services set forth in the RFP.

25 20. RETENTION OF FUNDS. Contractor authorizes the City to deduct
26 from any amount payable to Contractor (whether or not arising out of this Agreement) any
27 amounts the payment of which may be in dispute or that are necessary to compensate the

1 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
2 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
3 performing or failing to perform Contractor's obligations under this Agreement. In the event
4 that any claim is made by a third party, the amount or validity of which is disputed by
5 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
6 City may withhold from any payment due, without liability for interest because of the
7 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
8 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
9 indemnify and protect the City as elsewhere provided in this Agreement.

10 21. AMENDMENT. This Agreement, including all Exhibits, shall not be
11 amended, nor any provision or breach waived, except in writing signed by the parties which
12 expressly refers to this Agreement.

13 22. LAW. This Agreement shall be construed in accordance with the laws
14 of the State of California, and the venue for any legal actions brought by any party with
15 respect to this Agreement shall be the County of Los Angeles, State of California for state
16 actions and the Central District of California for any federal actions. Contractor shall cause
17 all work performed in connection with construction of the Project to be performed in
18 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
19 county or municipal governments or agencies (including, without limitation, all applicable
20 federal and state labor standards, including the prevailing wage provisions of sections 1770
21 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
22 marshal, health officer, building inspector, or other officer of every governmental agency
23 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
24 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
25 conflict with any applicable laws, but the remainder of the Agreement will remain in full
26 force and effect.

27 23. PREVAILING WAGES.

1 In part, out of or in connection with (1) Consultant's breach or failure to comply with
2 any of its obligations contained in this Agreement, including all applicable federal
3 and state labor requirements including, without limitation, the requirements of
4 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
5 omissions or misrepresentations committed by Consultant, its officers, employees,
6 agents, subcontractors, or anyone under Consultant's control, in the performance
7 of work or services under this Agreement (collectively "Claims" or individually
8 "Claim").

9 B. In addition to Consultant's duty to indemnify, Consultant shall
10 have a separate and wholly independent duty to defend Indemnified Parties at
11 Consultant's expense by legal counsel approved by City, from and against all
12 Claims, and shall continue this defense until the Claims are resolved, whether by
13 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
14 breach, or the like on the part of Consultant shall be required for the duty to defend
15 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
16 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
17 in the defense.

18 C. If a court of competent jurisdiction determines that a Claim was
19 caused by the sole negligence or willful misconduct of Indemnified Parties,
20 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
21 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
22 percentage of willful misconduct attributed by the court to the Indemnified Parties.

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 26. FORCE MAJEURE. If any party fails to perform its obligations
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile
2 governmental action, civil commotion, fire or other casualty, or other causes beyond the
3 reasonable control of the party obligated to perform, then that party's performance will be
4 excused for a period equal to the period of such cause for failure to perform.

5 27. AMBIGUITY. In the event of any conflict or ambiguity between this
6 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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8 28. NONDISCRIMINATION.

9 A. In connection with performance of this Agreement and subject
10 to applicable rules and regulations, Contractor shall not discriminate against any
11 employee or applicant for employment because of race, religion, national origin,
12 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
13 disability. Contractor shall ensure that applicants are employed, and that employees
14 are treated during their employment, without regard to these bases. These actions
15 shall include, but not be limited to, the following: employment, upgrading, demotion
16 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
17 or other forms of compensation; and selection for training, including apprenticeship.

18 29. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
19 accordance with the provisions of the Ordinance, this Agreement is subject to the
20 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
21 Long Beach Municipal Code, as amended from time to time.

22 A. During the performance of this Agreement, the Consultant
23 certifies and represents that the Consultant will comply with the EBO. The
24 Consultant agrees to post the following statement in conspicuous places at its place
25 of business available to employees and applicants for employment:

26 "During the performance of a contract with the City of Long Beach, the
27 Consultant will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of
3 Long Beach Business Services Division at 562-570-6200."

4 B. The failure of the Consultant to comply with the EBO will be
5 deemed to be a material breach of the Agreement by the City.

6 C. If the Consultant fails to comply with the EBO, the City may
7 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
8 to become due under the Agreement may be retained by the City. The City may
9 also pursue any and all other remedies at law or in equity for any breach.

10 D. Failure to comply with the EBO may be used as evidence
11 against the Consultant in actions taken pursuant to the provisions of Long Beach
12 Municipal Code 2.93 et seq., Contractor Responsibility.

13 E. If the City determines that the Consultant has set up or used its
14 contracting entity for the purpose of evading the intent of the EBO, the City may
15 terminate the Agreement on behalf of the City. Violation of this provision may be
16 used as evidence against the Consultant in actions taken pursuant to the provisions
17 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

18 30. NOTICES. Any notice or approval required by this Agreement shall
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to Contractor at the address first stated above, and to City at
21 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
22 to the City Clerk at the same address. Notice of change of address shall be given in the
23 same manner as stated for other notices. Notice shall be deemed given on the date
24 deposited in the mail or on the date personal delivery is made, whichever occurs first.

25 31. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
26 that Contractor has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,

1 commission or other monies based on or from the award of this Agreement. If Contractor
2 breaches this warranty, City shall have the right to terminate this Agreement immediately
3 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
4 due under this Agreement or otherwise recover the full amount of the fee, commission or
5 other monies.

6 32. WAIVER. The acceptance of any services or the payment of any
7 money by City shall not operate as a waiver of any provision of this Agreement or of any
8 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
9 Agreement shall not constitute a waiver of any other or subsequent breach of this
10 Agreement.

11 33. CONTINUATION. Termination or expiration of this Agreement shall
12 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
13 18, 21 and 28 prior to termination or expiration of this Agreement.

14 34. TAX REPORTING. As required by federal and state law, City is
15 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
16 Contractor shall be solely responsible for payment of all federal and state taxes resulting
17 from payments under this Agreement. Contractor shall submit Contractor's Employer
18 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
19 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
20 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
21 Contractor provides one of these numbers.

22 35. ADVERTISING. Contractor shall not use the name of City, its officials
23 or employees in any advertising or solicitation for business or as a reference, without the
24 prior approval of the City Manager or designee.

25 36. AUDIT. City shall have the right at all reasonable times during the
26 term of this Agreement and for a period of five (5) years after termination or expiration of
27

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 this Agreement to examine, audit, inspect, review, extract information from and copy all
2 books, records, accounts and other documents of Contractor relating to this Agreement.

3 37. THIRD PARTY BENEFICIARY. This Agreement is not intended or
4 designed to or entered for the purpose of creating any benefit or right for any person or
5 entity of any kind that is not a party to this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have caused this document to
7 be duly executed with all of the formalities required by law as of the date first stated above.

8
9 5/17, 2023

HAAKER EQUIPMENT COMPANY, a
California corporation

By [Signature]
Name John W. Hagler Jr.
Title Secretary / VP of Operations

11 5/17, 2023

By [Signature]
Name Robin Haaker
Title President

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

17 May 30, 2023

By [Signature]
City Manager

"City"

This Contract is approved as to form on May 18, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Furnishing and delivering Elgin Pelican
street sweeper parts and repair services as
needed

EXHIBIT “B”

Rates or Charges

The “HAAKER PRICE LIST 2023”
inclusive of Elgin street sweeper parts, in
effect as of May 17, 2023, shall be
incorporated by this reference as if fully set
forth herein.

HAAKER

EQUIPMENT COMPANY

2070 N White Ave, La Verne, CA, 91750

909-598-2706

www.haaker.com

Effective January/1/2023

To our customers,

Effective January 1st, 2023, our labor rate will increase from \$189 to \$202 PH. Any current contracts will not be affected.

We have made every effort to keep our rates down, while continuing to provide quality service. Unfortunately, with the increase in the cost of equipment, wages, fuel, and overall expenses, this increase is necessary to continue to provide the quality service you deserve.

We would also like to take this opportunity to thank you for your past and future business. If you have any questions, please feel free to reach out to me directly at (909) 598-2706.

Thank you again for your support and understanding.

Jake Haaker
Vice President of Operations

EXHIBIT “C”

City’s Representative

Eric Winterset

Superintendent of Maintenance

Eric.Winterset@longbeach.gov

Office: 562.570.5409

EXHIBIT “D”

Additional Materials/Information Furnished:

NONE