

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

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

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

25 E. Contractor must adopt reasonable methods during the life of
26 the Agreement to furnish continuous protection to the work, and the equipment,
27 materials, papers, documents, plans, studies and other components to prevent
28 losses or damages, and will be responsible for all damages, to persons or property,

1 until acceptance of the work by the City, except those losses or damages as may
2 be caused by the City's own negligence.

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

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

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

21 Specifications and conditions in this contract shall supersede any conflicting
22 conditions in Price Lists.

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

27 ///

28 ///

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

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

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

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

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

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

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

26 An invoice that includes unit and extended pricing shall accompany all
27 orders. Contractor will be given a list of City personnel who are authorized to place will-
28 call orders and must adhere to list of names provided.

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

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

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

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

13 8. TERM. The term of this Agreement shall commence at midnight on
14 July 18, 2018, and shall terminate at 11:59 p.m. on July 17, 2020, with the option to renew
15 for three additional one-year periods, at the discretion of the City Manager.

16 9. COORDINATION AND ORGANIZATION.

17 A. Contractor shall coordinate its performance with City's
18 representative, if any, named in Exhibit "C", attached to this Agreement and
19 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
21 assist City's representative in making presentations and in holding meetings on the
22 Project. City shall furnish to Contractor information or materials, if any, described in
23 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
24 perform any other tasks described in the Exhibit.

25 B. The parties acknowledge that a substantial inducement to City
26 for entering this Agreement was and is the reputation and skill of Contractor's key
27 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
28 reference. City shall have the right to approve any person proposed by Contractor

1 to replace that key employee.

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

14 11. INSURANCE.

15 A. As a condition precedent to the effectiveness of this
16 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
17 duration of this Agreement, from insurance companies that are admitted to write
18 insurance in California and have ratings of or equivalent to A:V by A.M. Best
19 Company or from authorized non-admitted insurance companies subject to Section
20 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
21 by A.M. Best Company, the following insurance:

22 (a) Commercial general liability insurance (equivalent in scope to
23 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
24 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
25 coverage shall include but not be limited to broad form contractual liability,
26 cross liability, independent contractors liability, and products and completed
27 operations liability. City, its boards and commissions, and their officials,
28 employees and agents shall be named as additional insureds by

1 endorsement (on City's endorsement form or on an endorsement equivalent
2 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
3 shall contain no special limitations on the scope of protection given to City,
4 its boards and commissions, and their officials, employees and agents. This
5 policy shall be endorsed to state that the insurer waives its right of
6 subrogation against City, its boards and commissions, and their officials,
7 employees and agents.

8 (b) Workers' Compensation insurance as required by the California
9 Labor Code and employer's liability insurance in an amount not less than
10 \$1,000,000. This policy shall be endorsed to state that the insurer waives
11 its right of subrogation against City, its boards and commissions, and their
12 officials, employees and agents.

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

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

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

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

1 (5) days after any insurance has been voided by the insurer or cancelled by the
2 insured.

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

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

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

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

28 ///

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

17. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit

1 of others except for the purpose of this Agreement.

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

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

22 20. RETENTION OF FUNDS. Contractor authorizes the City to deduct
23 from any amount payable to Contractor (whether or not arising out of this Agreement) any
24 amounts the payment of which may be in dispute or that are necessary to compensate the
25 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
26 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
27 performing or failing to perform Contractor's obligations under this Agreement. In the event
28 that any claim is made by a third party, the amount or validity of which is disputed by

1 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
2 City may withhold from any payment due, without liability for interest because of the
3 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
4 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
5 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

23 23. PREVAILING WAGES.

24 A. Consultant agrees that all public work (as defined in California
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public
26 Work"), if any, shall comply with the requirements of California Labor Code sections
27 1770 *et seq.* City makes no representation or statement that the Project, or any
28 portion thereof, is or is not a "public work" as defined in California Labor Code

1 section 1720.

2 B. In all bid specifications, contracts and subcontracts for any
3 such Public Work, Consultant shall obtain the general prevailing rate of per diem
4 wages and the general prevailing rate for holiday and overtime work in this locality
5 for each craft, classification or type of worker needed to perform the Public Work,
6 and shall include such rates in the bid specifications, contract or subcontract. Such
7 bid specifications, contract or subcontract must contain the following provision: "It
8 shall be mandatory for the contractor to pay not less than the said prevailing rate of
9 wages to all workers employed by the contractor in the execution of this contract.
10 The contractor expressly agrees to comply with the penalty provisions of California
11 Labor Code section 1775 and the payroll record keeping requirements of California
12 Labor Code section 1771."

13 24. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 25. INDEMNITY.

17 A. Consultant shall indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
22 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
23 in part, out of or in connection with (1) Consultant's breach or failure to comply with
24 any of its obligations contained in this Agreement, including all applicable federal
25 and state labor requirements including, without limitation, the requirements of
26 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
27 omissions or misrepresentations committed by Consultant, its officers, employees,
28 agents, subcontractors, or anyone under Consultant's control, in the performance

1 of work or services under this Agreement (collectively "Claims" or individually
2 "Claim").

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

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

17 D. The provisions of this Section shall survive the expiration or
18 termination of this Agreement.

19 26. FORCE MAJEURE. If any party fails to perform its obligations
20 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
21 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
22 governmental regulations, governmental controls, judicial orders, enemy or hostile
23 governmental action, civil commotion, fire or other casualty, or other causes beyond the
24 reasonable control of the party obligated to perform, then that party's performance will be
25 excused for a period equal to the period of such cause for failure to perform.

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

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

28. NONDISCRIMINATION.

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

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

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

"During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

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

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 also pursue any and all other remedies at law or in equity for any breach.

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

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

10 30. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at
13 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
14 to the City Clerk at the same address. Notice of change of address shall be given in the
15 same manner as stated for other notices. Notice shall be deemed given on the date
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

17 31. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
18 that Contractor has not employed or retained any entity or person to solicit or obtain this
19 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
20 commission or other monies based on or from the award of this Agreement. If Contractor
21 breaches this warranty, City shall have the right to terminate this Agreement immediately
22 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
23 due under this Agreement or otherwise recover the full amount of the fee, commission or
24 other monies.

25 32. WAIVER. The acceptance of any services or the payment of any
26 money by City shall not operate as a waiver of any provision of this Agreement or of any
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2 33. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
4 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

16 36. AUDIT. City shall have the right at all reasonable times during the
17 term of this Agreement and for a period of five (5) years after termination or expiration of
18 this Agreement to examine, audit, inspect, review, extract information from and copy all
19 books, records, accounts and other documents of Contractor relating to this Agreement.

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

RAY GASKIN SERVICE, a California corporation

_____, 2018

By [Signature]
Name William McTator
Title pres

_____, 2018

By [Signature]
Name Ray Gaskin
Title Sales

"Contractor"

CITY OF LONG BEACH, a municipal corporation

9/6/, 2018

By [Signature]
City Manager

"City"

This Contract is approved as to form on August 22, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Furnishing and delivering Perkins, Wayne and
New Way Refuse Truck parts and repair
services if needed

EXHIBIT “B”

Rates or Charges

Ray Gaskin Service Inc.
 14572 Rancho Vista Drive
 Fontana, CA 92335
 909-574-7000

Pricing for City of Long Beach

Part #	Description	Price
127148	Serv Assy, Gripper Chain Assy	\$1,447.36
128367	Joystick, Canbus, Std 2 Button	\$ 1,053.93
127171	Vertical Mast Assembly	\$1,628.50
122125	Roller Bearing, Follower PNL	\$116.71
121969	WLDT, LF, Gripper Arm	\$1,663.50
121970	WLDT, RT, Gripper Arm	\$1,663.50
127664	Left Panel Assy	\$127.74
127665	Right Panel Assy	\$127.75
127666	Center Panel Assy	\$313.60
122245	WLDT, Gripper Base, ASL	\$1,821.35
122285	Automated spring arm	\$198.00
122288	Automated Arm Backing	\$150.00
118610	Cylinder, Grip	\$517.58
122295	Bumper w/ Bolt	\$18.00
122289	Pin, Gripper Head Cylinder	\$50.50
122007	Tensioner	\$67.50
122012	Assy, Leaf Chain Connector	\$56.11
122006	Bushing, Large	\$23.72
122008	Bushing, Small	\$24.34
122208	Bearing	\$40.00
129129	Rubber, Gripper Open Bumper	\$19.56
122411	WLDT, Bolt-On Bumper, ASL	\$335.13
122387	Tail Gate Seal, ASL	\$185.71
123631	Assy, Follower, ASL	\$1,400.00
122216	Diverter, Bottom Scraper	\$416.67
122080	Bushing, In-N-Out ASL	\$75.00
120780	Prox, 24' Lead, 30MM Range	\$80.00
119561	Clean out door latch	\$77.49
118612	In-N-Out Cylinder, ASL	\$818.61
118605	Cyl, Body Lift, 4 Stage	\$ 7,717.14
118617	Packer, Cylinder ASL	\$2,995.83
121999	Packer Pin, Front, ASL	\$53.14
122349	Packer Pin, Rear ASL	\$39.66

118613	Crusher Panel Cylinder	\$752.13
118618	Cylinder, Tailgate ASL	\$1,504.38
118615	Vertical Lift Cylinder	\$ 1,574.68
120845	Air Shifter	\$134.76
124326	Solenoid, Arm Valve,Gripper, ASL	\$388.10
124327	Solenoid, Arm Valve, Vert Horiz	\$627.24
121591	Control Box, Body, Marlin, ASL	\$2,119.51
00-30408-00-WA	Roller	\$42.15
00-24618-02-OA	Pin Axle Roller, CT	\$ 41.29
119789	Filter, In-Tank	\$64.56
D6220-27K	Tuck-Away Tipper	\$3,720.00
121984	Shaft, Vertical Lift	\$462.86
345-014-009	SWITCH, PROX	\$90.00
00-23771-00-AC	Traveling Cover, Rear	\$814.36
00-24240-02-ac	Traveling cover, Front	\$ 582.62
00-31384-04-AB	Inner Boom	\$ 2,975.00
	Labor Invoice Hourly Rate Service Call	\$129.00
	Labor Invoice Emergency Service Call OT	\$194.00
	Additional Parts not listed at cost plus 30 %	

EXHIBIT “C”

City’s Representative:

Alisa Valdez

(562) 570-5419

And

Richard Luna

(562) 570-5452

EXHIBIT “D”

Additional Materials/Information Furnished:

NONE

EXHIBIT “E”

Contractor’s Key Employee:

Patrick McIntosh

Office: 909-574-7000, Cell: 909-684-7520