

CONTRACT

34073

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3 THIS CONTRACT ("Contract") is made and entered, in duplicate, as of
4 October 12, 2015 for reference purposes only, pursuant to Resolution No. RES-15-0127,
5 adopted by the City Council of the City of Long Beach at its meeting on October 6, 2015,
6 by and between LOS ANGELES TRUCK CENTERS, LLC, a California limited liability
7 company ("Contractor"), with a place of business at 2429 S. Peck Road, Whittier,
8 California 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, the Fleet Services Bureau requires replacement of equipment
10 parts for their Sterling and Autocar units; and

11 WHEREAS, City did by Resolution No. RES-15-0127 determine that the
12 City's need to purchase Sterling and Autocar parts could only be met by Contractor and,
13 by reason of the foregoing, no useful purpose would be served by advertising for bids to
14 purchase Sterling and Autocar parts, and to do so would constitute an idle and useless
15 act and an unnecessary expenditure of public funds; and

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

18 1. Contractor shall sell, furnish and deliver to City Sterling and Autocar
19 parts on an as-needed basis, as authorized by Resolution No. RES-15-0127 and
20 described in Exhibit "A" attached to this Contract and incorporated by this reference.

21 2. City shall pay Contractor in due course of payments, following
22 receipt of an invoice from Contractor and upon acceptance from City, for the Sterling and
23 Autocar parts at the prices shown in Exhibit "A," an annual sum not to exceed Two
24 Hundred Twenty-Five Thousand Dollars (\$225,000).

25 3. The term of this Contract shall be deemed to have commenced on
26 August 1, 2015, and shall terminate at midnight on July 31, 2017 unless sooner
27 terminated as provided in this Contract. The City shall have the option to extend the term
28 of this Contract upon the same terms and conditions for two (2) additional one (1) year

1 periods upon advance written notice to Contractor.

2 4. The City may terminate this Contract by giving thirty (30) days prior
3 notice of termination to Contractor.

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

6 6. Any notices required hereunder or desired to be given by either party
7 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
8 class postage prepaid, addressed to Contractor at the address stated herein, and to City
9 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
10 shall be deemed given on the date personal delivery is made or on the date of deposit in
11 the mail, whichever first occurs.

12 7. City shall have the benefit of any warranty from the manufacturer on
13 the Sterling and Autocar parts, and Contractor warrants that the Sterling and Autocar
14 parts are in good working order and free from defect at the time of delivery.

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

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

10/20/15, 2015

By [Signature]
Name Bryan Roberts
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Nov. 3, 2015

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Contract is approved as to form on October 26, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A”

Los Angeles Freightliner

A division of Los Angeles Truck Center, LLC
 WHITTIER (562) 447-1200
 FONTANA (909) 510-4000
 LONG BEACH (562) 415-2200
 ONTARIO (909) 510-4117 COLLISION CENTER ONLY

San Diego Freightliner

A division of Los Angeles Truck Center, LLC
 SALES (858) 202-3313
 PARTS (858) 202-3301
 SERVICE (858) 202-3300
 REMIT TO: Los Angeles Truck Centers, LLC
 PO Box 101284 Pasadena, CA 91189-1284

Las Vegas Freightliner

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 PARTS (702) 643-0717
 SERVICE (702) 643-0484
 BODY SHOP (702) 940-6030

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CUSTOMER ACCT NO.		PHONE NUMBER	SALESMAN	INVOICE NO. >		QUOTATION		
14958		562 570-5400	dag					
CUSTOMER ORDER NO.			TAX ID NO.	DATE	SHIP VIA			
BPPW1200089				08-13-15	WILL CALL			
LOC	PART NUMBER	DESCRIPTION	ORD	SHIP	B/O	LIST	UNIT PRICE	EXTENSION
PO#BPPW 2013	12000089							
		QUOTE NUMBER - 0831						
		EXPIRATION DATE - 09-02-2015						
	WIL-134183	PED TRANS ACLTR	1			231.01	175.15	175.15
	14-15969-000	HORN CONT	1			218.40	139.78	139.78
	18-46483-000	CONDOR L/H WINDOW REGUL	1			373.67	311.39	311.39
	20423-3208	ELBOW	1			26.22	20.98	20.98
	GTD-223-455V	PRESSURE PROT VALVE	1			22.84	16.49	16.49
	23-13126-220	CIRCUIT BREAKER-20A, T2,	1			9.97	8.31	8.31
	DDE-23536019	HARNESS	1			150.42	125.35	125.35
	3080560	PIN ASSY	1			18.02	14.42	14.42
	3080753	LATCH AY RH	1			67.08	53.66	53.66
	3080800	HANDLE AY	1			145.60	116.48	116.48
	3080801 USE							
	A5020066-001	HANDLE, (LH) OUTSIDE CA	1			147.48	117.98	117.98
	3080802	RH HANDLE AY	1			146.94	117.55	117.55
	3181062	EXPANSION TANK	1			289.40	231.52	231.52
	4954893	SENSOR, OXYGEN	1			222.73	185.61	185.61
	5320525	MODULE, IGNITION CONTROL	1			1789.52	1491.27	1491.27
	MEK-614140002	GLASS ASSY MIRR MAIN	1			74.80	59.01	59.01
	MEK-614150002	GLASS ASSY MIRR CONV	1			47.21	37.24	37.24
	6771322	GASKET CAP EXPANSION -C	1			15.84	12.67	12.67
	6794968	FILLER CAP -CSL	1			30.36	24.29	24.29
	HOR-79A9134	CLUTCH, DMA SE 24 REMAN	1			1001.51	697.42	697.42
	HOR-79A9134#	CORE	1			0.00	480.00	480.00
	8000-38	RADIATOR	1			2737.50	1642.50	1642.50
	HOR-999134 USE							
	HOR-79A9134	CLUTCH, DMA SE 24 REMAN	1			1001.51	697.42	697.42
	HOR-79A9134#	CORE	1			0.00	480.00	480.00

TERMS, WARRANTIES, RETURN POLICY

- (1) OUR TERMS ARE PAYMENT ON DELIVERY
- (2) A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE CHARGED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE
- (3) IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE PAYMENT, CUSTOMER AGREES TO PAY LAF ALL COURT COSTS AND ATTORNEY FEES
- (4) A 20% RESTOCKING CHARGE WILL BE CHARGED ON ALL ITEMS RETURNED
- (5) ALL REQUESTS FOR RETURN MUST BE IN ORIGINAL, CLEAN CARTON, UNUSED, WITHIN 30 DAYS OF INVOICE, AND ACCOMPANIED BY A COPY OF THE INVOICE
- (6) NO ELECTRICAL OR SPECIAL ORDER ITEMS MAY BE RETURNED
- (7) ALL PARTS SOLD AND/OR INSTALLED BY LOS ANGELES FREIGHTLINER ARE WARRANTED BY THE MANUFACTURER
- (8) LAF ACCEPTS NO RESPONSIBILITY FOR FIT, TYPE OR QUALITY OF ANY VENDOR ITEMS
- (9) KITS AND SETS ARE NOT RETURNABLE IF CARTONS OPENED
- (10) CORES MUST BE RETURNED WITHIN 5 WORKING DAYS OF INVOICE DATE ACCOMPANIED BY A COPY OF THE INVOICE
- (11) CORES MUST BE DRAINED, ASSEMBLED AND IN ORIGINAL CARTON
- (12) ALL SPECIAL ORDERED PARTS THAT YOU HAVE MADE A DEPOSIT ON MUST BE PICKED UP WITHIN TEN (10) DAYS OR YOUR DEPOSIT IS FORFEITED
- (13) ALL RETURNED CHECKS ARE SUBJECT TO A \$35.00 HANDLING FEE

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BPPW12000089					08-13-15		WILL CALL	
LOC	PART NUMBER	DESCRIPTION	ORD	SHIP	B/O	LIST	UNIT PRICE	EXTENSION
	DR-8600628	ALTERNATOR 40SI 12V 320	1			2131.61	1640.33	1640.33
	A06-36027-005	WIND SWIT	1			82.55	52.83	52.83
	A07-16778-002	DIPSTICK ASSY-ALI HD,T	1			423.36	352.80	352.80
	A18-42228-000	HANDLE ASSY, DOOR LH	1			159.01	132.51	132.51
	A18-43367-001	LATCH ASSY, UPPER	1			91.85	76.54	76.54
	A5120002-001	WINDOW LIFT -CSL	1			292.56	234.05	234.05
	A8411014-001	TURN SIGNAL SWITCH	1			316.86	253.49	253.49
	DHT-AU2901BPT001-5	RADIATOR FRAME PTO	1			2688.40	2174.68	2174.68
	E8HZ-8W004-A	VALVE ASSY RADVENT	1			82.20	68.50	68.50
	F5HZ-8A080-KA	TANK ASY - RADIAT	1			181.84	151.53	151.53
	F8OZ-14N089-AA	RELAY	1			41.81	34.84	34.84
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	HV036015	SWITCH,BLOWER CONTROL	1			22.68	18.14	18.14
	HV037368	SWITCH, A	1			27.32	21.86	21.86
	ABP-N83-304512	COMPRESSOR	1			369.87	291.76	291.76
	ABP-N83-304741Q	AC COMPRESSOR, QP7H15-	1			210.41	170.53	170.53
	ABP-N83-319230	REC/DRIER 134A W/MOI	1			47.90	37.78	37.78
	QP7H15-1867	COMPRESSO	1			246.80	197.44	197.44
	TDA-R955205	AIR DRYER SS1200, 12 VO	1			686.94	320.51	320.51
	TDA-S434-100-310-0	PRESSURE-CONTROLLED	1			92.62	43.22	43.22
	RGT-TAS650012	SEAL KIT	1			131.03	93.60	93.60
	VML-T1555J	TANK	1			127.73	89.59	89.59
	HOB-X86427	SWITCH TURN SIGNAL	1			283.75	223.83	223.83
	06-39301-000	USE						
	23-13265-001	RELAY-12V,MICRO,SP	1			10.63	8.86	8.86
	WIL-134183	PED TRANS ACLTR	1			231.01	175.15	175.15
	20423-3208	ELBOW	1			26.22	20.98	20.98
	22-51296-000	SWITCH,BINARY	1			36.97	30.81	30.81
	22-51942-000	LAMP MARKER LED	1			34.36	28.63	28.63
	GTD-223-455V	PRESSURE PROT VALVE	1			22.84	16.49	16.49
	23-13126-220	CIRCUIT BREAKER-20A,T2,	1			9.97	8.31	8.31
	DDE-23536019	HARNES	1			150.42	125.35	125.35

TERMS, WARRANTIES, RETURN POLICY

CONTINUED NEXT PAGE

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LOC	PART NUMBER	DESCRIPTION	ORD	SHIP	B/O	LIST	UNIT PRICE	EXTENSION
	3080560	PIN ASSY	1			18.02	14.42	14.42
	3080753	LATCH AY RH	1			67.08	53.66	53.66
	3080800	HANDLE AY	1			145.60	116.48	116.48
	3080801 USE							
	A5020066-001	HANDLE, (LH) OUTSIDE CA	1			147.48	117.98	117.98
	3080802	RH HANDLE AY	1			146.94	117.55	117.55
	3082411	AIR HORN VALVE	1			51.12	40.90	40.90
	BW-5008203	PEDAL	1			100.87	73.96	73.96
	MEK-614140002	GLASS ASSY MIRR MAIN	1			74.80	59.01	59.01
	MEK-614150002	GLASS ASSY MIRR CONV	1			47.21	37.24	37.24
	BOS-6222084-001	AIR SPRING KIT	1			88.40	56.60	56.60
	8000-38	RADIATOR	1			2737.50	1642.50	1642.50
	DR-8600628	ALTERNATOR 40SI 12V 320	1			2131.61	1640.33	1640.33
	A06-26631-000	ENGINE FAN SOLENOID AIR	1			108.59	90.49	90.49
	A06-36027-007	SWITCH-HAZARD	1			31.99	26.66	26.66
	A-681-721-02-K0	STRIKER, SERVICE KIT	1			28.34	23.62	23.62
	A18-43367-000	LATCH ASSY, UPPER	1			74.28	61.90	61.90
	A18-43367-001	LATCH ASSY, UPPER	1			91.85	76.54	76.54
	A18-46490-000	HANDLE	1			22.51	18.76	18.76
	A18-46490-001	HANDLE-LATCH, INTERIOR,	1			22.51	18.76	18.76
	A22-58517-000 USE							
	MEK-564155330	MIRROR HEAD-, CVX, BLACK,	1			49.20	36.88	36.88
	A6150027-001	RECEIVER DRYER W/ DYE	1			66.70	53.36	53.36
	A8411014-001	TURN SIGNAL SWITCH	1			316.86	253.49	253.49
	F5HZ-8A080-KA	TANK ASY - RADIAT	1			181.84	151.53	151.53
	FSC-2749-2108	SWITCH BRAKE - N/C	1			11.18	8.47	8.47
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	GNI-9700-008	TURN SIGNAL, SIDE	1			37.18	28.19	28.19
	HV036015	SWITCH, BLOWER CONTROL	1			22.68	18.14	18.14
	SPR-K-150-7	VALVE	1			106.72	79.03	79.03
	ABP-N83-319230	REC/DRIER 134A W/MOI	1			47.90	37.78	37.78
	TDA-R230073	TIEROD END	1			68.38	51.85	51.85

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BPPW12000089						08-13-15	WILL CALL	
LOC	PART NUMBER	DESCRIPTION	ORD	SHIP	B/O	LIST	UNIT PRICE	EXTENSION
	RSC-85927-C1	SENSOR	1			72.75	57.39	57.39
	VML-T1555J	TANK	1			127.73	89.59	89.59
	HOB-X86427	SWITCH TURN SIGNAL	1			283.75	223.83	223.83
	14-14190-000	SHAFT STR	1			1474.00	943.36	943.36
	22-52556-001	CONTROL-MAIN HVAC	1			1158.10	741.18	741.18
	BW-247268	PLATE	1			95.24	54.44	54.44
	3080802	RH HANDLE AY	1			146.94	117.55	117.55
	EXO-3AH00015SP	DRAIN ASSY	1			21.06	17.55	17.55
	A18-46490-001	HANDLE-LATCH, INTERIOR,	1			22.51	18.76	18.76
	FLD-F12201	CAP - FILL	1			20.79	14.58	14.58
	F5HZ-8A080-KA	TANK ASY - RADIAT	1			181.84	151.53	151.53
	FSC-2749-2108	SWITCH BRAKE - N/C	1			11.18	8.47	8.47
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	HV037368	SWITCH, A	1			27.32	21.86	21.86
	RSC-85927-C1	SENSOR	1			72.75	57.39	57.39
	RGT-SK000293	U-JOINT SERVICE ASSEMBL	1			156.68	123.60	123.60
	ATR-TR59-41150	OE Replacement Torque R	1			223.54	172.13	172.13
	HOB-X86427	SWITCH TURN SIGNAL	1			283.75	223.83	223.83
	22-51942-000	LAMP MARKER LED	1			34.36	28.63	28.63
	3080560	PIN ASSY	1			18.02	14.42	14.42
	A-681-721-02-K0	STRIKER, SERVICE KIT	1			28.34	23.62	23.62
	FSC-2749-2108	SWITCH BRAKE - N/C	1			11.18	8.47	8.47
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	GNI-9700-008	TURN SIGNAL, SIDE	1			37.18	28.19	28.19
	GZ130003-001	RELAY-1FORMA MP280	1			45.96	36.77	36.77
	HV037368	SWITCH, A	1			27.32	21.86	21.86
	RSC-85927-C1	SENSOR	1			72.75	57.39	57.39
	20423-3208	ELBOW	1			26.22	20.98	20.98
	22-51942-000	LAMP MARKER LED	1			34.36	28.63	28.63
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	RGT-SK000282	U-JOINT KIT	1			42.92	33.86	33.86
	A06-36027-005	WIND SWIT	1			82.55	52.83	52.83

TERMS, WARRANTIES, RETURN POLICY

- (1) OUR TERMS ARE PAYMENT ON DELIVERY
- (2) A SERVICE CHARGE OF 1.12% PER MONTH WILL BE CHARGED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE
- (3) IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE PAYMENT, CUSTOMER AGREES TO PAY LAF ALL COURT COSTS AND ATTORNEY FEES
- (4) A 20% RESTOCKING CHARGE WILL BE CHARGED ON ALL ITEMS RETURNED
- (5) ALL REQUESTS FOR RETURN MUST BE IN ORIGINAL CLEAN CARTON, UNUSED, WITHIN 30 DAYS OF INVOICE, AND ACCOMPANIED BY A COPY OF THE INVOICE
- (6) NO ELECTRICAL OR SPECIAL ORDER ITEMS MAY BE RETURNED
- (7) ALL PARTS SOLD AND/OR INSTALLED BY LOS ANGELES FREIGHTLINER ARE WARRANTED BY THE MANUFACTURER. LAF ACCEPTS NO RESPONSIBILITY FOR FIT, TYPE OR QUALITY OF ANY VENDOR ITEMS
- (8) KITS AND SETS ARE NOT RETURNABLE IF CARTON IS OPENED
- (9) CORES MUST BE RETURNED WITHIN WORKING DAYS OF INVOICE DATE ACCOMPANIED BY A COPY OF THE INVOICE. CORES MUST BE DRAINED, ASSEMBLED AND IN ORIGINAL CARTON
- (10) ALL SPECIAL ORDER PARTS THAT DO NOT HAVE MADE A DEPOSIT ON MUST BE PICKED UP WITHIN TEN (10) DAYS OR YOUR DEPOSIT IS FORFEITED
- (11) ALL RETURNED CHECKS ARE SUBJECT TO A \$35.00 HANDLING FEE

CONTINUED NEXT PAGE

SUB TOTAL
 FREIGHT
 SALES TAX
 PLEASE PAY

VISIT US ON THE WEB AT <http://www.lafreightliner.com>

CUSTOMER SIGNATURE

Los Angeles Freightliner

A division of Los Angeles Truck Center, LLC
 WHITTIER (562) 447-1200
 FONTANA (909) 510-4000
 LONG BEACH (562) 415-2200
 ONTARIO (909) 510-4117 COLLISION CENTER ONLY

San Diego Freightliner

A division of Los Angeles Truck Center, LLC
 SALES (858) 202-3313
 PARTS (858) 202-3301
 SERVICE (858) 202-3300
 REMIT TO: Los Angeles Truck Centers, LLC
 PO Box 101284 Pasadena, CA 91189-1284

Las Vegas Freightliner

A division of Los Angeles Truck Center, LLC
 SALES (702) 643-0313
 PARTS (702) 643-0717
 SERVICE (702) 643-0484
 BODY SHOP (702) 940-6030

Sold To
 CITY OF LONG BEACH
 FLEET ADMINISTRATION
 2600 TEMPLE AVE
 LONG BEACH, CA 90806

Ship To
 CITY OF LONG BEACH
 FLEET ADMINISTRATION
 2600 TEMPLE AVE
 LONG BEACH, CA 90806

PAGE 5

CUSTOMER ACCT NO.		PHONE NUMBER	SALESMAN		INVOICE NO. >		QUOTATION	
14958		562 570-5400	dag					
CUSTOMER ORDER NO.			TAX ID NO.			DATE	SHIP VIA	
BPPW12000089						08-13-15	WILL CALL	
LOC	PART NUMBER	DESCRIPTION	ORD	SHIP	B/O	LIST	UNIT PRICE	EXTENSION
	A8700003-025	CIRCUIT BREAKER 25A AUT	1			8.34	6.67	6.67
	GNI-9700L	AMBER LENS	1			28.31	21.47	21.47
	DDE-R414703002S	INJECTOR6PAK	1			3153.44	2627.87	2627.87
	DDE-R414703002S#	CORE	1			0.00	1418.40	1418.40
	RGT-SK000292	UNIVERSAL JOINT CROSS K	1			152.12	120.00	120.00

New Hours of Operation in our fully staffed Parts Department
 Monday - Friday 8:00 a.m. to 6:00 p.m.
 Saturday 7:00 a.m. to 3:30 p.m.
 We want to Thank You for your business
 WE NOW STOCK A COMPLETE LINE OF REPLACEMENT HINO, ISUZU
 AND STERLING PARTS AND ONE OF THE LARGEST INVENTORIES
 IN SOUTHERN CALIFORNIA

12:17PM X Q X dag 87A1 PARTS TAX

TERMS, WARRANTIES, RETURN POLICY
 (1) OUR TERMS ARE PAYMENT ON DELIVERY.
 (2) A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE CHARGED IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF INVOICE DATE.
 (3) IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE PAYMENT, CUSTOMER AGREES TO PAY LAF ALL COURT COSTS AND ATTORNEY FEES.
 (4) A 20% RESTOCKING CHARGE WILL BE CHARGED ON ALL ITEMS RETURNED.
 (5) ALL REQUESTS FOR RETURN MUST BE IN ORIGINAL, CLEAN CARTON, UNLSEED, WITHIN 30 DAYS OF INVOICE, AND ACCOMPANIED BY A COPY OF THE INVOICE.
 (6) NO ELECTRICAL OR SPECIAL ORDER ITEMS MAY BE RETURNED.
 (7) ALL PARTS SOLD AND/OR INSTALLED BY LOS ANGELES FREIGHTLINER ARE WARRANTED BY THE MANUFACTURER.
 (8) LAF ACCEPTS NO RESPONSIBILITY FOR FIT, TYPE OR QUALITY OF ANY VENDOR ITEMS.
 (9) KITS AND SETS ARE NOT RETURNABLE IF CARTON IS OPENED.
 (10) CORES MUST BE RETURNED WITHIN 5 WORKING DAYS OF INVOICE DATE ACCOMPANIED BY A COPY OF THE INVOICE.
 (11) CORES MUST BE DRAINED, ASSEMBLED AND IN ORIGINAL CARTON.
 (12) ALL SPECIAL ORDERED PARTS THAT YOU HAVE MADE A DEPOSIT ON MUST BE PICKED UP WITHIN TEN (10) DAYS OR YOUR DEPOSIT IS FORFEITED.
 (13) ALL RETURNED CHECKS ARE SUBJECT TO A \$35.00 HANDLING FEE.

SUB TOTAL	27051.96
FREIGHT	0.00
SALES TAX	2434.68
PLEASE PAY	29486.64

QUOTE

VISIT US ON THE WEB AT <http://www.lafreightliner.com>

CUSTOMER SIGNATURE