

1 hereto and incorporated by this reference, in an annual amount not to exceed One
2 Million Twenty Six Thousand Four Hundred Ninety One Dollars (\$1,026,491),
3 including taxes and fees. To the extent that the Claremont Contract and this
4 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
5 and (2) the Claremont Contract.

6 C. Payment for the three (3) CNG-powered refuse collection
7 trucks purchased from Contractor by the City shall be made by the City on delivery
8 to and acceptance of the three (3) CNG-powered refuse collection trucks by the City
9 and submittal of an invoice to the City. Payment is due thirty (30) days after the
10 date of the invoice.

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

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

15 3. Any notice given under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
17 delivered or mailed to Contractor at the relevant address first stated above, and to the City
18 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 4. The terms appearing on the Claremont Contract are incorporated in
21 this Agreement.

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

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

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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 LOS ANGELES FREIGHTLINER, a
California corporation

12-7, 2015

By [Signature]
Name James A. Barker
Title PRESIDENT

12-7, 2015

By [Signature]
Name Bryan Kobus
Title CFO

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

12/23/, 2015

By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager

Assistant City Manager

"City"

This Agreement is approved as to form on December 11, 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"

**CITY OF CLAREMONT
PURCHASE AGREEMENT**

This Purchase Agreement ("Agreement") is made and entered into this 10th day of June, 2015 by and between the City of Claremont ("City") and Los Angeles Truck Centers, LLC dba LOS ANGELES FREIGHTLINER ("Seller"). City and Seller may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. City is a public agency of the State of California and is in need of certain materials and/or equipment as more particularly described herein.

B. Seller is authorized to sell to City the materials and/or equipment as more particularly described herein.

C. The Parties desire to enter this Agreement for the purpose of setting forth the terms and conditions upon which the equipment and personal property shall be sold to City.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

**ARTICLE 1
Purchase and Sale of Goods**

1.1 **Goods.** Seller agrees to sell to City and City agrees to purchase the materials and/or equipment per the specifications attached hereto and incorporated herein as Exhibit "A" ("Goods"). Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

1.2 **Time for Performance.** Time is of the essence of this Agreement. Seller shall deliver the Goods by December 31, 2015. Seller shall pay to City a sum of \$500 for each and every calendar day of delay beyond the time prescribed herein as liquidated damages and not as a penalty or forfeiture. In the event this is not paid, City may deduct the amount from any money due or that may become due to Seller under the Agreement.

1.3 **Acceptance.** The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with City specifications. Final inspection of the Goods shall be at location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense. No rejected Goods shall be replaced by Seller without written instruction or authorization from City.

1.4 **Changes.** City shall have the right to make changes as to testing, destinations, specifications, designs, and delivery schedules. Seller shall immediately notify City of any increases or decreases in cost or delivery time caused by such changes. No adjustment in prices, schedule, or other terms shall be effective unless and until a written amendment to this Agreement is executed by the Parties.

ARTICLE 2
Shipment and Delivery

2.1 Seller shall deliver the Goods to City's City Yard located at 1616 Monte Vista Ave., Claremont, CA 91711 in new condition, all transportation charges prepaid, subject to the approval of the City pursuant to City's inspection. All costs for delivery, drayage, freight, insurance, and for the packaging of the Goods are to be borne by Seller.

2.2 All Goods furnished shall be subject to the inspection and approval of City upon delivery. City shall have twenty (20) days from the date of delivery to inspect the Goods for their suitability and feasibility for City's intended use ("City Inspection"). Upon delivery, City shall conduct a final visual inspection of the Goods to ensure the acceptability of the Goods to City. Goods will be given a complete inspection by City prior to any usage. Within the twenty (20) days allocated for City's inspection, City may provide Seller with a list of defects, if any, for correction within thirty (30) days or as otherwise agreed upon by the Parties. The Goods will be re-inspected each time they are returned until all defects are corrected. City's investigation shall include, but not be limited to: (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, location, or suitability of the Goods or condition thereof, (b) the extent or condition, use, or sale of the Goods. City may reject and return, at the risk and expense of Seller, Goods which may be defective or fail to comply with the Specifications. If rejected, the Goods will be held for disposition at the expense of Seller.

2.3 All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the time stipulated in Section 2.1 herein, it is mutually agreed upon and understood by and between City and Seller that: (a) A delay could seriously affect the public and City operations; (b) It is impractical and extremely difficult to determine the actual damage which City will sustain by reason of such delay; and (c) In the event that delivery is not completed on or before the time stipulated herein, City may be entitled to liquidated damages as set forth in Section 1.2.

2.4 All sales are F.O.B. to the location specified in Section 2.1 of this Agreement. Seller shall be fully responsible for the Goods and bear all risk of loss or damage until such Goods are delivered. Seller shall bear all risk of loss or damage to the Goods after written notice from City of its rejection or the cancellation of the Agreement.

ARTICLE 3
Compensation

3.1 Purchase Price. City shall compensate Seller for the purchase of the Goods pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this reference incorporated herein ("Purchase Price").

3.2 Payment. The Purchase Price shall be paid by City at such times set forth in Exhibit "B". City may withhold payment or a portion thereof because of defective Goods not remedied or unsatisfactory performance by the Seller. City will release any withheld funds upon Seller satisfactorily remedying the issue that resulted in the withholding. City will not pay late fees to the Seller on the compensation due Seller under the terms of this Agreement.

3.3 Federal, State and Local Taxes. All prices stated herein include, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this Agreement, or are otherwise applicable to this Agreement.

ARTICLE 4 **Warranty**

4.1 Warranty. In addition to all warranties which may be provided by law, Seller warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Seller and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Seller, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Seller also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Seller is conveying good and marketable title to same, and that Seller owns or has a valid license for any and all proprietary technology and intellectual property incorporated within the Goods. Seller agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

ARTICLE 5 **Accounting, Inspection and Audit**

5.1 Records. Seller shall keep and shall preserve for four (4) years after acceptance of the Goods, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the scope of this Agreement and disbursements charged to City under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Seller under this Agreement. During such four (4) year period, Seller shall give City and its agents, during normal business hours, access to such Books and Records. City and its agents shall have the right to make copies of any of the said Books and Records.

5.2 Custody. Where City has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Seller's business, City may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Seller's expense. Access to the Books and Records shall be granted to City and its Representatives.

ARTICLE 6 **Termination**

6.1 Termination. City may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Seller. Upon receipt of the termination notice, Seller shall promptly stop work unless the notice directs to the contrary. In the event City

renders such written notice to Seller, Seller shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. City shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Seller. Seller acknowledges City's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from City's termination of this Agreement. Seller shall deliver to City and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Seller shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 7

California Labor Code Provisions

7.1 **Prevailing Wage Rates.** Seller is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Seller agrees to fully comply with such Prevailing Wage Laws, if applicable. Seller shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Seller and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

7.2 **Labor Certification.** By its signature hereunder, Seller certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 8

Project Management

8.1 **Representative of Seller.** Ron Creighton ("Seller's Representative") is hereby designated as the principal and representative of Seller authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Seller shall not substitute Seller's Representative without first notifying City in writing of Seller's intent. City shall have the right to review the qualifications of said substitute. If City determines said substitute Seller's Representative is unacceptable, Seller shall submit alternate candidates until City determines that substitute Seller's Representative is acceptable.

8.2 **Representative of City.** Kristin Mikula, Community Services Manager is hereby designated as the representative of City and except as otherwise provide herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 9
Title to Work Product

9.1 **Title to Work Product.** As applicable, City shall at all times retain title to all technical information, trade secrets, samples, blueprints, patterns, drawings and specifications and other materials (collectively, "Work Product") furnished, or paid for by City and intended for use in connection with this Agreement. Seller shall use such Work Product only in connection with this Agreement, and shall not disclose such Work Product to any person, firm, or corporation other than City's or Seller's employees, subcontractors, or government inspectors without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Seller will take such steps as are necessary to perfect the ownership interest of City in the Work Product. Upon City's request or upon completion of this Agreement, Seller shall promptly return all Work Product to City.

ARTICLE 10
Insurance

10.1 **Insurance.** Seller agrees to procure and maintain, at Seller's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Seller shall require all subconsultants to carry the same policies and limits of insurance that the Seller is required to maintain pursuant to this Article, unless otherwise approved in writing by City, and shall furnish separate certificates and endorsements for each subcontractor.

10.2 **Failure to Procure and Maintain Insurance.** If Seller fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right, at City's election and upon ten (10) days' notice to Seller, to terminate this Agreement or procure and maintain such insurance. The premiums paid by City shall be treated as an amount due from Seller with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. City shall have the right to offset any amounts City pays hereunder with amounts due Seller for services rendered pursuant to this Agreement. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 11
Indemnification

11.1 **Seller's Duty to Indemnify.** To the fullest extent permitted by law, Seller shall indemnify and hold the City, its officials, officers, agents, employees, representatives and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Seller, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Seller's services, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

In addition, Seller shall defend, with counsel of City's choosing and at Seller's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against City or its officials, officers, agents,

employees, representatives and authorized volunteers. Seller shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, agents, employees, representatives, and authorized volunteers as part of any such claim, suit, action or other proceeding. Seller shall also reimburse City for the cost of any settlement paid by City or its officials, officers, agents, employees, representatives, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Seller shall reimburse City and its officials, officers, agents, employees, representatives, and/or authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Seller's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, agents, employees, representatives, or authorized volunteers.

ARTICLE 12

General Provisions

12.1 **Notices.** All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY OF CLAREMONT:

1616 Monte Vista Avenue
Claremont, CA 91711
Attn: Kristin Mikula

Los Angeles Truck Centers, LLC dba LOS ANGELES FREIGHTLINER:

13800 Valley Blvd
Fontana, CA 92335
Attn: Ron Creighton

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

12.2 **Notification.** In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Seller shall, within one (1) business day of actual knowledge of the problem or potential problem, notify City in writing and by telephone.

12.3 **Separate Contracts.** Seller understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Seller as City desires.

12.4 **Compliance with Applicable Laws.** Seller shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

12.5 **Disputes.** If any dispute should arise between the Parties concerning the performance this Agreement, the payments to be made, or the manner of accomplishment of the work, Seller shall nevertheless proceed to perform the work as directed by City pending settlement of the dispute.

12.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Seller shall be subject to deduction by City for any setoff or counterclaim arising out of this or any other of City's agreements with Seller.

12.7 No Waiver. The fact that City has made payment under this Agreement shall not be interpreted so as to imply City has inspected, approved or accepted the work which has been performed by Seller. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

12.8 Assignment and Subcontractors. Seller shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of City and Seller.

12.9 Independent Contractor. Seller shall act as an independent contractor in the performance of this Agreement and in no respect shall Seller be considered an agent or employee of City. No provisions of this Agreement shall be intended to create a partnership or joint venture between Seller and City and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

12.10 Non-Liability of City Officials and Employees. No official or employee of City shall be personally liable to the Seller in the event of any default or breach by City or for any amount which may become due to the Seller or for any breach of the terms of this Agreement.

12.11 Conflict of Interest. The Seller warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

12.12 Confidential Information. All information gained or Work Product produced by Seller in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Seller shall not release or disclose any such information or Work Product to persons or entities other than City without the prior written consent of the General Manager of City, except as otherwise required by law. Seller shall promptly notify City should Seller, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

12.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

12.14 Cooperation. Seller shall cooperate in the performance of work with City and all other agents.

12.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

12.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Los Angeles County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

12.17 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

12.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

12.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

12.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

12.21 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefor. Seller shall be liable to City for any loss or damage caused by Seller's failure to make timely delivery and/or installation of the Goods, including, without limitation, consequential and incidental damages and costs of obtaining replacement Goods.

12.22 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

12.23 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

12.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

12.25 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and the Seller.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

CITY OF CLAREMONT

Los Angeles Truck Centers LLC

dba LOS ANGELES FREIGHTLINER

By:

Tony Ramos

By:

Ron Creighton
(Authorized Representative of Vendor)

Printed Name: Tony Ramos

Printed Name:

RON CREIGHTON

Title:

City Manager

Title:

MUNICIPAL SALES

Dated:

JUNE 11, 2015

Dated:

JUNE 1, 2015

EXHIBIT LIST

EXHIBIT "A" – Goods Specification

EXHIBIT "B" – Compensation (Bid Submittal)

EXHIBIT "C" – Insurance Requirements

EXHIBIT "D" – Certificate of Ownership and Transfer of Title

EXHIBIT "A"

Goods Specification

The Seller shall provide one (1) CNG powered, front-loader as described in the specifications, attached hereto.

EXHIBIT "B"

Compensation (Bid Submittal)

The Total Purchase Price for each of the one (1) CNG Front-Loader is three hundred fourteen thousand six dollars and seventy two cents as described in the Bid Form, attached hereto. The Purchase Price of \$314,006.72 shall be paid within thirty (30) days of the Delivery and acceptance.

EXHIBIT "C"

Insurance Requirements

Without limiting Vendor's indemnification of Agency, and prior to commencement of Work, Vendor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Agency.

General liability insurance. Vendor shall maintain commercial general liability insurance with coverage at least in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability with the City named as additional insured.

Automobile liability insurance. Vendor shall maintain automobile insurance at least covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

EXHIBIT "D"

**Certificate of Ownership
And Transfer of Title**

Seller, Los Angeles Truck Centers, LLC dba LOS ANGELES FREIGHTLINER, hereby certifies, pursuant to the terms of the Contract Documents, that the Seller possesses good and marketable title to the Equipment and hereby transfers free and clear title to said Equipment to the City of Claremont for valuable consideration this 1st day of June, 2015.

Seller further certifies the truth and accuracy of all representation and warranties set forth in the Contract Documents.

Los Angeles Truck Centers, LLC dba LOS ANGELES FREIGHTLINER

By: Ron Green LP

Title: MUNICIPAL SALES

Date: June 1, 2015



CITY OF CLAREMONT

207 HARVARD AVENUE
 CLAREMONT, CA 91711-0880
 (909) 399-5459

DATE
 7/1/2015

PO NUMBER
 11327

THIS NUMBER MUST APPEAR ON ALL
 PACKAGES, INVOICES AND
 CORRESPONDENCE.

VENDOR: 34468
 LOS ANGELES FREIGHTLINER, LLC
 13800 VALLEY BLVD
 FONTANA, CA 92335

SHIP TO: COMMUNITY SERVICES
 1616 MONTE VISTA AVE
 CLAREMONT, CA 91711

FOB Point:
 Terms: no terms

Req. Del. Date:

Special Inst:

Req. No.: 001393
 Dept: COMMUNITY SERVICES
 Contact: PIRRIE, ADAM
 Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		CNG Front Loader Truck. City Council Approved 6/9/16.	314,006.7200	314,006.72

BILL TO: City of Claremont
 207 HARVARD AVE
 PO BOX 880
 CLAREMONT, CA 91711-0880

SUBTOTAL	314,006.72
TAX	0.00
FREIGHT	0.00
TOTAL	314,006.72

Account Number	Amount	Account Number	Amount

VENDOR COPY

Authorized Signature

Authorized Signature (over \$1,000)

**CLAREMONT CITY COUNCIL
MEETING AGENDA**

City Council Chamber
225 Second Street
Claremont, CA 91711



Tuesday
June 09, 2015
6:30 PM

COUNCILMEMBERS

**COREY CALAYCAY
MAYOR**

JOSEPH M. LYONS SAM PEDROZA LARRY SCHROEDER OPANYI K. NASIALI

CALL TO ORDER THE MEETING OF THE CITY COUNCIL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

CLOSED SESSION REPORT

CEREMONIAL MATTERS, PRESENTATIONS AND ANNOUNCEMENTS

Presentation

San Gabriel Valley Mosquito and Vector Control Update

CITY MANAGER REPORT

PUBLIC COMMENT

This time has been set aside for persons in the audience to make comments on items within the subject matter jurisdiction of the City Council that **ARE NOT LISTED ON THIS AGENDA**. Members of the audience will have the opportunity to address the City Council about **ALL OTHER ITEMS ON THIS AGENDA** at the time those items are considered.

Public Comment will be taken for 30 minutes following Ceremonial Matters and will resume later in the agenda if there are speakers who were not given an opportunity to speak because of the 30-minute time restriction.

Under the provisions of the Brown Act, the City Council is prohibited from taking action on oral requests but may refer the matter to staff or to a subsequent meeting. The City Council will respond after public comment has been received. Please state your name. Each speaker will be limited to four (4) continuous minutes.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and may be acted upon by one motion after public comment has been received. Most items have been previously considered by the Council or one or more commissions and/or committees. Only City Councilmembers may pull an item for discussion. Reading of resolutions and ordinances is waived and they will be adopted and numbered. Now is the time for those in the audience who wish to speak to items listed on the consent calendar. Each speaker will be limited to four (4) continuous minutes of comment on the consent calendar as a whole.

1. COMMUNITY AND HUMAN SERVICES COMMISSION RESIGNATION

Recommendation: Staff recommends that the City Council accept with regret the resignation of Community and Human Services Commissioner Eric Garton.

Attachment(s): Letter of Resignation

2. ADOPTION OF A RESOLUTION APPROVING CITY WARRANT REGISTER

Recommendation: Staff recommends that the City Council adopt a resolution allowing certain claims and demands specifying the funds out of which the same are to be paid.

Attachment(s): Resolution Approving City Warrant Registers Dated June 4, 2015

3. CITY COUNCIL MINUTES OF MAY 26, 2015 (SPECIAL AND REGULAR)

Recommendation: Staff recommends that the City Council approve and file the special and regular May 26, 2015 minutes.

Attachment(s): Draft City Council Special Meeting Minutes of May 26, 2015
Draft City Council Regular Meeting Minutes of May 26, 2015

4. SECOND READING AND ADOPTION OF AN ORDINANCE ESTABLISHING A NEW SCHEDULE OF FEES FOR STREET SWEEPING AND SANITATION SERVICES

Recommendation: Staff recommends that the City Council waive further reading and adopt the ordinance establishing a new schedule of fees for the collection and disposal of refuse, collection of recyclable material, and street sweeping, adjusted to reflect changes in the Consumer Price Index.

Attachment(s): Sanitation Ordinance

5. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 8.30 OF THE CLAREMONT MUNICIPAL CODE ELIMINATING LIMITATIONS ON THE FILLING OF POOLS AND PONDS FROM STAGE 2 WATER CONSERVATION MEASURES

Recommendation: Staff recommends that the City Council waive further reading and adopt the ordinance amending Chapter 8.30 of the Claremont Municipal Code eliminating limitations on the filling of pools and ponds from Stage 2 water conservation measures.

Attachment(s): Ordinance Amending Chapter 8.30 of the Claremont Municipal Code

6. TRI-CITY MENTAL HEALTH SERVICES LEASE AGREEMENT

Recommendation: Staff recommends that the City Council approve the new five-year lease agreement with Tri-City Mental Health Services for the lease of the Youth and Family Support Center located at 1717 North Indian Hill Blvd beginning September 1, 2015, and authorize the City Manager to execute the agreement.

Attachment(s): Lease Agreement with Tri-City Mental Health Services
Community and Human Services Commission Minutes of May 6, 2015

7. AWARD OF CONTRACT FOR CNG SANITATION TRUCK

Recommendation: Staff recommends that the City Council award a contract to Los Angeles Truck Center, LLC in an amount not to exceed \$314,006.72 to purchase one Autocar/New Way front-loader vehicle, appropriate \$239,436.72 from the Sanitation Fund balance, and authorize the City Manager to negotiate and execute the contract.

8. AWARD OF CONTRACT FOR PROCESSING RECYCLABLE MATERIALS

Recommendation: Staff recommends that the City Council award a contract to West Coast Recycling Services for the processing of recyclable materials, and authorize the City Manager to negotiate and execute the contract.

9. PROFESSIONAL SERVICES AGREEMENT AND LEASE AGREEMENT WITH ABC'S FOR ME PRESCHOOL AND TINY TOTS PROGRAM, LLC

Recommendation: Staff recommends that the City Council review the new five-year professional services agreement and new five-year lease agreement with ABC's for Me Preschool and Tiny Tots Program, LLC, and authorize the City Manager to execute the agreements.

Attachment(s): Professional Services Agreement
Lease Agreement
Community & Human Services Commission Minutes of May 6, 2015

10. ADOPTION OF RESOLUTION - INLAND VALLEY HUMANE SOCIETY "GETTING 2 ZERO" PROGRAM

Recommendation: Staff recommends that the City Council support the "Getting 2 Zero" strategy and adopt the proposed resolution establishing the City's commitment to the goals and objectives of the G2Z program.

Attachment(s): Resolution
"Getting to Zero" Handout

11. AUTOMATED LICENSE PLATE READER MAINTENANCE AGREEMENT

Recommendation: Staff recommends that City Council authorize the City Manager and/or his designee to enter into a one year continuance of the existing support agreement with 3M for service/support of the fixed Automated License Plate Reader system.

12. AWARD OF CONTRACT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) COMPLIANCE SERVICES

Recommendation: Staff recommends that the City Council authorize the City Manager to enter into an agreement with Colbert Environmental Group for MS4 Permit compliance services in the amount of \$75,000.

Attachment(s): Professional Services Agreement with Colbert Environmental Group

13. AGREEMENT WITH AEGIS ITS FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Recommendation: Staff recommends that the City Council take the following actions:

- A. Appropriate \$50,000 from the Maintenance of Operations Reserve to fund the additional expenditures related to unanticipated signal repairs within the past year;
- B. Authorize the City Manager to process an amendment to the existing professional services agreement with Aegis ITS, increasing the amount of the agreement from \$75,000 to \$125,000;
- C. Appropriate \$50,000 from the Maintenance of Operations Reserve account to fund additional signal repair expenditures anticipated in 2015-16; and
- D. Authorize the City Manager to extend the contract with Aegis ITS for a one-year term in the amount of \$125,000, with an expiration date of June 30, 2016.

PUBLIC HEARINGS

Public Hearings will not begin before 7:00 p.m. All speakers will be limited to a total of four (4) continuous minutes, which cannot be delegated.

14. RESOLUTION PLACING LIENS ON REAL PROPERTY FOR NON-PAYMENT OF SANITATION UTILITY AND SEWER SERVICE BILLINGS

Recommendation: Staff recommends that the City Council adopt the resolution authorizing the City Clerk to record a lien against real property and the Financial Services Department to place a special assessment on the property tax bill for the collection of sanitation utility fees, including delinquent rubbish, street sweeping, and sewer maintenance fees.

Attachment(s): Proposed Resolution

ORDINANCES**15. STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS**

Recommendation: Staff recommends that the City Council introduce the proposed ordinance, adding Chapter 15.50 to the Claremont Municipal Code, adopt the Eligibility Checklist for Expedited Solar Photovoltaic Permitting for one- and two-family Dwellings, adopt the Solar PV Standard Plan Central String Inverter Systems for one and two family dwellings, adopt the Solar PV Plan Micro Inverter and ACM Systems for one and two family dwellings, waive further reading, place the ordinance on first reading, and refer it to the City Attorney for not less than five days.

Attachment(s): Expedited Permitting Process Solar Panel Ordinance
Eligibility Checklist for Expedited Solar Photovoltaic Permitting
Solar PV Standard Plan Central String Inverter Systems
Solar PV Plan Micro Inverter and ACM Systems

16. PROPOSED ORDINANCES OF THE CITY OF CLAREMONT ADDING CHAPTER 16.099 TO TITLE 16, AMENDING CHAPTER 5.36, AMENDING TABLE 16.051.A OF THE CLAREMONT MUNICIPAL CODE, AND AMENDING TABLE 2 IN SECTION 2.3.3 OF THE CLAREMONT VILLAGE EXPANSION SPECIFIC PLAN REGARDING MASSAGE BUSINESSES, ESTABLISHMENTS, PRACTITIONERS, AND TECHNICIANS (FILE #15-CA01). CITY-INITIATED

Recommendation: Staff recommends that the City Council:

- A. Introduce the ordinance amending Title 16 of the CMC and the Village Expansion Specific Plan (VESP), waive further reading of the ordinance, place the ordinance on first reading, refer it to the City Attorney for not less than five days, and order staff to publish a summary of the ordinance in the local newspaper; and
- B. Introduce the ordinance amending Title 5 of the CMC, waive further reading of the ordinance, place the ordinance on first reading, refer it to the City Attorney for not less than five days, and direct staff to publish a summary of the ordinance in the local newspaper; and
- C. Appropriate \$35,000 from unassigned General Fund balance for costs related to the Claremont Police Department's enforcement of the massage ordinance; and
- D. Adopt the resolution waiving fees associated with existing massage businesses.

Attachment(s):

Proposed Ordinance Amending Title 16
Proposed Ordinance Amending Title 5
Fee Waiver Resolution
Spreadsheet Identifying All Existing Massage Businesses in the City
Map Identifying All Existing Massage Businesses in the City
Proposed Changes to Chapter 16.051.A Permitted Use Chart
VESP Use Chart Changes
Chapter 5.36 Bluelined
Excerpt from May 19 2015 PC Meeting
Letters from Massage Business Owners

17. PROPOSED ORDINANCE - MINOR REVISION TO THE CLAREMONT MUNICIPAL CODE TO ALLOW DESIGNATED CODE ENFORCEMENT OFFICIALS TO ENFORCE PROVISIONS OF THE MUNICIPAL CODE

Recommendation: Staff recommends that the City Council introduce an ordinance giving authority to Park Rangers to issue Police Citations, waive further reading of the ordinance, place the ordinance on first reading, and refer the ordinance to the City Attorney for not less than five days.

Attachment(s):

Proposed Ordinance
Municipal Code Sections - Blueline Version

ADMINISTRATIVE ITEMS**18. WATER CONSERVING LANDSCAPE PROJECTS**

Recommendation: Staff recommends that the City Council:

- A. Affirm its commitment to the College Park Irrigation Improvement Project, direct staff not to turf the artesian well area, and direct staff to solicit bids;
- B. Affirm its commitment to the City Hall Water Conserving Landscape Project and direct staff to solicit bids;
- C. Affirm its commitment to the Shelton Park Water Conserving Landscape Project and direct staff to solicit bids; and
- D. Reject bids for the Indian Hill Boulevard Median Turf Reduction Project, direct staff to install simple landscaping and temporary irrigation consistent with other median projects currently underway.

Attachment(s):

College Park Design

City Hall Original Design

City Hall Current Design

Shelton Park Design

May 13, 2015 Architectural Commission Meeting Minutes Excerpt

May 27, 2015 Architectural Commission Meeting Draft Minutes Excerpt

CONTINUED PUBLIC COMMENT

This time is reserved for those persons who were unable to speak earlier in the agenda because of the 30-minute time restriction.

MAYOR AND COUNCIL**Council Items****19. PUBLIC ART COMMITTEE APPOINTMENTS**

Recommendation: The City Council Ad Hoc Commission Selection Committee recommends that the City Council make the appointments to the Public Art Committee as outlined in the staff report.

Council Assignment Reports

City Councilmembers may serve as representatives on regional organizations. This time is allocated for reports about their activities.

COMMISSIONS**ADJOURNMENT**

THE NEXT REGULAR MEETING OF THE CLAREMONT CITY COUNCIL WILL BE HELD ON, JUNE 23, 2015 AT 6:30 P.M. IN THE CLAREMONT CITY COUNCIL CHAMBER, 225 SECOND STREET.

A LOOK AHEAD – Upcoming Meetings and Tentative Agenda Items

- 2015-16 Appropriations Limits Calculation
- Short Range Transit Plan
- 2015-16 Landscape and Lighting District Assessment
- Amended Resolutions of Necessity for Water System Acquisition
- Gold Line Master Cooperative Agreement
- City Participation in Memorial and Veterans Day Events

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 207 HARVARD AVENUE, CLAREMONT, MONDAY THROUGH THURSDAY, 7 AM – 6 PM. SUBJECT MATERIALS WILL BE MADE AVAILABLE ON THE CITY WEBSITE AS SOON AS POSSIBLE - www.ci.claremont.ca.us. For more information, please call the City Clerk's Office at 909-399-5461.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, THIS AGENDA WILL BE MADE AVAILABLE IN APPROPRIATE ALTERNATIVE FORMATS TO PERSONS WITH DISABILITIES. ANY PERSON WITH A DISABILITY WHO REQUIRES A MODIFICATION OR ACCOMMODATION IN ORDER TO PARTICIPATE IN A CITY MEETING SHOULD CONTACT THE CITY CLERK AT 909-399-5461 "VOICE" OR 1-800-735-2929 "TT/TTY" AT LEAST THREE (3) WORKING DAYS PRIOR TO THE MEETING, IF POSSIBLE.

I, SHELLEY DESAUTELS, CITY CLERK OF THE CITY OF CLAREMONT, CALIFORNIA, HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING AGENDA WAS POSTED AT CLAREMONT CITY HALL, 207 HARVARD AVENUE, ON JUNE 4, 2015 PURSUANT TO GOVERNMENT CODE SECTION 54954.2.

POST THROUGH: JUNE 10, 2015

EXHIBIT "B"

John SeEVERS

From: Ron Creighton (WH) <rcreighton@lafreightliner.com>
Sent: Friday, September 04, 2015 7:41 PM
To: John SeEVERS
Cc: 'rgaskinservice@yahoo.com' (rgaskinservice@yahoo.com); Barry Torgerson
Subject: ASL & FEL Information Needed for Cooperative Purchase
Attachments: CITY OF LONG BEACH ACX NEW WAY 29 CY ASL PRICING 9-4-15.pdf; CITY OF LONG BEACH ACX NEW WAY 40 CY FEL 4 AXLE PRICING 9-4-15.pdf; City of Long Beach Authorization Letter ASL 9-4-15.pdf; City of Long Beach Authorization Letter FEL 9-4-15.pdf

Dear John,

Thank you for taking time from your schedule today to meet with us concerning the cooperative purchase opportunity with the City of Claremont, California. I have included the information requested so that you could go forward with your purchase of (10) Autocar ACX64 29 Cubic Yard New Way Sidewinder ASL's and (3) Autocar ACX64.40 Cubic Yard Mammoth FEL's. I have included the options that were available and offered in each solicitation that we spoke about and included them in my buyers agreement. Please feel free to contact me if you have any questions. Have a great holiday weekend!

Best Regards,

Ron Creighton

Fleet & Municipal Sales Representative

Los Angeles Freightliner & Autocar Trucks

13800 Valley Blvd.

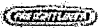
Fontana, CA 92335

909-510-4406 office direct

562-755-6108 mobile

562-447-1544 e-fax

rcreighton@lafreightliner.com



LOS ANGELES FREIGHTLINER
www.lafreightliner.com

September 4, 2015

Mr. John Seevers

City of Long Beach Fleet Services

2600 Temple Avenue

Long Beach, CA 90805

Dear Mr. Seevers,

Los Angeles Truck Centers, LLC dba Los Angeles Freightliner authorizes the City of Long Beach as a cooperative purchase to add onto the bid awarded to our Company from the City of Claremont for quantity of (3) three CNG powered 2016 model year Autocar ACX 40 Cubic Yard Front End Loading Refuse Collection vehicles under the same terms and pricing to include available options as outlined in the bid solicitation. This bid opportunity was conducted under a competitive bid process and approved by the City of Claremont City Council on June 9, 2015. Furthermore, Purchase Order No. 11327 and notice to proceed was subsequently issued on July 1, 2015.

Los Angeles Freightliner greatly appreciates the opportunity to earn the City of Long Beach valued business and looks forward to providing intelligent transportation solutions to the City of Long Beach Fleet Bureau for many years into the future. Please feel free to contact me if I can be of greater assistance.

Warmest Regards,

Ron Creighton

Fleet & Municipal Sales

(909) 510-4406 office

(562) 447-1544 e-fax

(562) 755-6108 cellular

rcreighton@lafreightliner.com





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

PARTS SERVICE (877) Parts-LA
(866) FTL-TRKS
COLLISION CENTER (562) 447-1257

IS A DIVISION OF VELOCITY VEHICLE GROUP

2429 S. Peck Road, Whittier CA 90601 www.LAFreightliner.com

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

Purchaser's Name(s) CITY OF LONG BEACH FINANCIAL MGMT-FLEET OPERATIO Stock # DE-29724/2015-3728
Address 2600 TEMPLE AVENUE Date 09/04/2015
City LONG BEACH State CA Bus Phone (562)570-5400
County Los Angeles Zip 90806 Cell Phone
Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About	
New	AUTOCAR	ACX64	2016	WHITE	2/26/2016	
Type of Vehicle	Serial Number	Mileage			Price Per Unit	Quantity
Truck	Factory Order					3
Cash Price Of Base Vehicle					\$287,997.06	\$863,991.18
Additional Options:						
80 DGE SADDLE MOUNT CNG TANKS (2) @ 40 DGE					\$7,470.00	\$22,410.00
AMEREX FIRE SUPPRESSION SYSTEM					\$4,500.00	\$13,500.00
AWTI CAMERA SYSTEM					\$1,500.00	\$4,500.00
STEERABLE TAG AXLE					\$8,660.00	\$25,980.00
VULCAN 2-POINT SCALE SYSTEM					\$3,700.00	\$11,100.00
Doc Fee / Prep Fee					\$65.00	\$195.00
Total					\$313,892.06	\$941,676.18
California Tire Recycle Fee					\$21.00	\$63.00
FET					\$0.00	
Sales Tax 9.000000					\$28,250.29	\$84,750.87
License/Registration Fee					\$0.00	
O/S Delivery Fee						
Total Cash Delivered Price					\$342,163.35	\$1,026,490.05
Cash down						
Check/PO#						
Deposit on Order						
payment						
Deposit Each					\$0.00	
Cash on Delivery Each					\$0.00	
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		\$1,026,490.05

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

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

MAMMOTH™

WESTERN SERIES



MAMMOTH™
Western Series

When size matters, the New Way Western Series Mammoth™ trumps the competition. With over 10% less weight, The WS Mammoth™, still packs it all with the same superior strength. Equipped with high-strength steel heavy duty arms and torque tube assembly, the Mammoth™ is stomping the industry with brute force.



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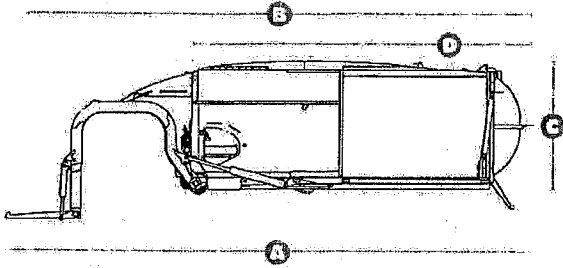


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WESTERN SERIES MAMMOTH™ SPECIFICATIONS

GENERAL SPECIFICATIONS (STANDARD)

Model	34	37	40	43
Body Capacity	22 yd ³	25 yd ³	28 yd ³	31 yd ³
Hopper Capacity	12 yd ³	12 yd ³	12 yd ³	12 yd ³
Body Width	102"	102"	102"	102"
Body Length Overall (A)	410"	430"	446"	466"
Body Length Arms Down (B)	369"	389"	405"	425"
Body Height Arms Down (C)	110"	110"	110"	110"
Body Height Tailgate Raised	138.5"	138.5"	138.5"	138.5"
Body Height Arms Stowed	119.75"	119.75"	119.75"	119.75"
Body Length (D)	258"	277.5"	294"	313.5"
*Approx. Body Weight	15,370 lbs.	15,500 lbs.	16,370 lbs.	16,500 lbs.



HYDRAULIC CYLINDER SPECIFICATIONS (STANDARD)

Model	34	37	40	43
Pack Cylinders 3-Stage (2)	5.5"	5.5"	5.5"	5.5"
Arm Cylinder (2)	4.5"	4.5"	4.5"	4.5"
Fork Cylinder (2)	3.5"	3.5"	3.5"	3.5"
Hopper Cover Cylinder	2.5"	2.5"	2.5"	2.5"
Tailgate Cylinder	3"	3"	3"	3"

MINIMUM CHASSIS SPECIFICATIONS (STANDARD)

Model	34	37	40	43
Wheelbase	172-174"	172-174"	208-210"	208-210"
Cab to Trunion	147-149"	147-149"	183-185"	183-185"
Front Axle	20,000 lbs.	20,000 lbs.	20,000 lbs.	20,000 lbs.
Rear Axle	40,000 lbs.	40,000 lbs.	40,000 lbs.	40,000 lbs.
Total GVWR	60,000 lbs.	60,000 lbs.	60,000 lbs.	60,000 lbs.

*Approximate Body Weight empty and exclusive of options

BODY CONSTRUCTION

Body Sides	10 GA	HARDOX 450
Body Roof	10 GA	80K
Body Floor	10 GA	HARDOX 450
Hopper Sides (lower)	7 GA	HARDOX 450
Hopper Sides (upper)	10 GA	80K GR
Hopper Floor	1/4"	HARDOX 450
Packer Plate (lower)	1/4"	AR235 GR
Packer Plate (upper)	3/16"	80K GR
Tailgate	10 GA	HARDOX 450
Forks	1.25"	100K
Arm Sides	.25"	100K
Arm Wrap	.5" x 3" Plt	100K
Arm Lift Capacity	6,500 lbs.	
Sliding Hopper Cover	Expanded steel	

HYDRAULIC SYSTEMS

	US	Metric
Operating Press.	2,250 PSI	16,892 KPA
Pump Flow	55 GPM	189 LPM
Packing Force	94,397 lbs.	

HYDRAULIC SYSTEMS (Cont.)

- Packer Cycle Time: 21 seconds
- Loader Arm Cycle: 12 seconds
- Hydraulic Hoses: 4 to 1 burst
- Dual Spin-On Return Filters: 10 Micron Absolute

STANDARD EQUIPMENT

- Full Ejection Body
- Auto-Lock Tailgate
- Dual Lever Controls
- Denison Long Life Pump
- LED Lights
- Automatic Packer
- Curved Shell Body
- Finish Paint - White - Imron 5000
- Sliding Hopper Cover Door
- Slide Access Door
- 21 Gallon Sump
- Body Side Ladder
- Color Rear Vision Camera System
- Mounting
- Pack on The Go
- Dual Sump Clean-Out Doors

OPTIONAL EQUIPMENT

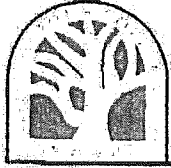
- 8,000 lbs. Arm Capacity
- Service Hoist
- Dump Body
- Outside Controls
- Imron Elite Paint
- Pressure Line Filter
- Special Lighting
- Washout Tank
- CNG Powered

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CITY OF CLAREMONT

Community & Human Services Department
Community Services

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

July 1, 2015

Ron Creighton
Los Angeles Truck Center, LLC
dba Los Angeles Freightliner
13800 Valley Boulevard
Fontana, CA 92335

Notice to Proceed
Purchase of One CNG Powered Front Loader

Dear Mr. Creighton:

By means of this letter, notice is hereby given to proceed with the work in accordance with the Purchase Agreement on the above-referenced purchase. This Purchase Agreement shall be in effect following the receipt of this Notice to Proceed.

Sincerely,

Michele Gonzales
Sr. Administrative Assistant



CITY OF CLAREMONT

207 HARVARD AVENUE
 CLAREMONT, CA 91711-0880
 (909) 399-5459

DATE
7/1/2015

PO NUMBER
11327

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE

VENDOR: 34468
 LOS ANGELES FREIGHTLINER, LLC
 13800 VALLEY BLVD
 FONTANA, CA 92335

SHIP TO: COMMUNITY SERVICES
 1616 MONTE VISTA AVE
 CLAREMONT, CA 91711

FOB Point:
 Terms: no terms
 Req. Del. Date:
 Special Inst:

Req. No.: 001393
 Dept.: COMMUNITY SERVICES
 Contact: PIRRIE, ADAM
 Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		CNG Front Loader Truck. City Council Approved 6/9/15.	314,006.7200	314,006.72

BILL TO: City of Claremont
 207 HARVARD AVE
 PO BOX 880
 CLAREMONT, CA 91711-0880

SUBTOTAL	314,006.72
TAX	0.00
FREIGHT	0.00
TOTAL	314,006.72

Account Number	Amount	Account Number	Amount

VENDOR COPY

Authorized Signature

Authorized Signature (over \$1,000)



ACX64 Class 8

Los Angeles Truck Centers, LLC.
2429 S Peck Rd
Whittier, CA 90601

Prepared By : Ron Creighton
562-447-1515
rcreighton@lafreightliner.com

Prepared For : KRISTIN MIKULA
CITY OF CLAREMONT

Thursday, September 3, 2015 6:12:35 PM EST

Prepared By Ron Creighton
Quote Id : QATPHJ3EE
Phone : 562-447-1515
Order : 20011395
Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
CITY OF CLAREMONT
VIN : 20011395 - 5VCACLE2GH221134

Table of Contents

GAWR, GVWR & Tire Pressure	page 3
Vehicle Specification	page 4
Dimensions	page 12
Turning Radius	page 13
Shift Chart	page 14
Operating Range	page 15
Gradeability	page 16
Startability	page 18
Top Speed	page 20

Prepared By Ron Creighton
Quote Id : QATPHJ3EE
Phone : 562-447-1515
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Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
CITY OF CLAREMONT
VIN : 20011395 - 5VCACLEZGH221134

09/03/2015

GAWR, GVWR & Tire Pressure

GVW Rating - 60,000#			
Front GAWR	20,000#	Rear GAWR	40,000#
Front Suspension	20,800#	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

Prepared By Ron Creighton
 Quote Id : QATPHJ3EE
 Phone : 562-447-1515
 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395 - 5VCACLE2GH221134

Vehicle Specification

		Description	Front Weight	Rear Weight	Price
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,139
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	0	0
O	100U001	CUSTOMER TYPE	MUNICIPAL	0	0
VEHICLE ADAPTATION					
O	1140005	COUNTRY OF USE	CALIFORNIA SPECIFIC U.S. VEHICLE ADAPTATION	0	0
SOLUTION					
O	C04012	BODY COMPANY	NEW WAY	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C02001	BODY TYPE	COMMERCIAL FRONT END LOADER	0	0
O	C03002	TERRITORY	WEST COAST	0	0
O	C06701	BODY STYLE	NEW WAY MAMMOTH	0	0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD	0	0
O	C070003	FUEL SYSTEM TYPE	GAS/CNG/BODY MOUNTED TANKS AND RAIL MOUNTED TANK	0	0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C090003	AXLE QUANTITY	3 AXLE	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020400	REAR GAWR	40000 LBS	0	0
O	D100600	GVWR	60000 LBS	0	0
ENGINE					
S	1580001	ENGINE VOCATION	COMMERCIAL - DOMESTIC (DOT)	0	0
O	1010026	ENGINE ASSY	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT	-390	0
O	4460002	FUEL TYPE	COMPRESSED NATURAL GAS	0	0
O	972A004	SPECIAL EMISSION CERTIFICATION LABELS	CALIFORNIA C.A.R.B. CERT. NAT. GAS (NO LABEL REQUIRED)	0	0
ENGINE EQUIP					

Prepared By Ron Creighton
 Quote Id : QATPHJ3EE
 Phone : 562-447-1515
 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395 - SVCACLE2GH221134

O	122002	PTO-ENGINE FRONT	ADAPTER FOR SPICER 1350	40	-9
S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
O	1290003	ENGINE ELECTRONICS	CUMMINS GAS. CM2180A	0	0
S	132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, LWL	0	0
O	438998	FILTER-FUEL, CHASSIS MOUNTED	NO ADDITIONAL FUEL FILTER PROVIDED	-3	0
O	170104	FILTER-FUEL, ENGINE MOUNTED	NATURAL GAS FUEL CLEANER	0	0
S	1750001	ENGINE OIL	STANDARD ENGINE OIL	0	0
S	2000004	RADIATOR	1300 SQ. IN., 2-ROW HIGH CAPACITY ALUMINUM	0	0
O	2080005	FAN & DRIVE-ENGINE	ENGINE PARAMETER CONTROLLED ON/OFF LINNIG FAN CLUTCH	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT	0	0
S	2120001	RADIATOR SURGE TANK	SURGE TANK WITH REMOTE FILL	0	0
S	2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	230022	MUFFLER SYSTEM	SINGLE VERTICAL RH SIDE	0	0
O	231001	EXHAUST SHIELDS	STAINLESS STEEL VERT MUFF SHIELD-SINGLE	0	0
S	2320003	EXHAUST STACKS	VERTICAL DIFFUSER, SINGLE STAINLESS STEEL	0	0
O	239998	UREA DELIVERY SYSTEM	NO DEF TANK PROVIDED	-30	-4
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/DCP	0	0
O	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P110000	PTO REGEN INHIBIT THRESHOLD	PTO REGEN INHIBIT THRESHOLD = 0 MPH	0	0
O	P641500	RPM PTO MODE	1500 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
O	P711500	PTO RESUME SWITCH	PTO RESUME SWITCH = 1500 RPM	0	0

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 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395-5VCACLE2GH221134

S	P730500	PTO RAMP RATE INCREMENT	PTO RAMP RATE INCREMENT = 500 RPM	0	0
S	P830000	IGNORE VSS IN PTO MODE	IGNORE VSS IN PTO MODE = DISABLED	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700022	TRANSMISSION	ALLISON 3000 SERIES, 6-SPEED	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID	0	0
S	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
S	371135	FRONT SUSPENSION	9500 LOW CAMBER FLATLEAF 20,800 GROUND CAPACITY	0	0
O	371701	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE-HEAVY DUTY	0	0
O	904012	HUBS-FRONT	ALUMINUM HUB PILOTED, 285MM BOLT CIRCLE	44	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
O	374002	FRONT AXLE LUBRICANT	SYNTHETIC, DANA SPICER EP75W90, OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS -FRONT BRAKES	0	0

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 Lead Unit Sales Order: 20011395

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 CITY OF CLAREMONT
 VIN: 20011395 -5VCACLE2GH221134

S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
S	383101	STEERING GEAR	INTEGRAL POWER STEERING WRIGHT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

S	3300040	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR MT40-14X (40000 LBS)	0	0
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331586	REAR DRIVE AXLE RATIO	5.86	0	0
S	3300003	REAR SUSPENSION	HENDRICKSON HMX-400 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BRAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	359001	SHOCK ABSORBERS-REAR	4 SHOCK ABSORBERS HENDRICKSON SUSPENSION	0	31
O	9130002	HUBS-REAR	ALUM HUB, HP 10 STUD	0	-108
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	339002	REAR AXLE LUBRICANT	SYNTHETIC	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC TANDEM AXLE	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
S	781012	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	741047	BRAKE CONTROL SYSTEM	BENDIX ABS 4S/4M	0	0

CHASSIS

S	400210	WHEELBASE	210 INCHES	0	0
O	402074	FRAME-REAR OVERHANG	74"	42	-150
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL EXT B	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0

Prepared By Ron Creighton
 Quote Id : QATPHJ3EE
 Phone : 562-447-1515
 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT

VIN : 20011395-5VCACLE2GH221134

S	4120002	FRAME BOLTS	HUCKSPIN RR SUSP & CROSSMEMBERS	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
O	8740001	WIRING, BODY INTERFACE	BODYBUILDER JUNCTION BOX @ BOC	6	0
O	892009	BACKUP ALARM	ECCO RMS 917 WITH MOTION DETECTOR	0	2
O	430800	FUEL TANK-LEFT	ALTERNATE FUEL ENGINE- NO LH TANK	-29	-59
S	4280001	DRILLING FUEL TK SUPT- LEFT	FUEL TANK MTD FWD LHS - STANDARD (IF PROVIDED)	0	0
O	431800	FUEL TANK-RIGHT	ALTERNATE FUEL ENGINE- NO RH TANK	0	0
O	436023	FUEL LINES	STAINLESS STEEL FOR CNG OR LNG	0	0
O	8120007	BATTERY BOX	STEEL BOX W/ALUM LID, 3 BATTERY, LHS	-10	0
O	8160005	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 6"	5	1
S	8090001	BATTERY BOX DRILLING	BOX LOCATED AS FAR FORWARD AS POSSIBLE	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090001	AIR TANK DRILLING	AS MANY TANKS IN RAIL AS POSSIBLE	0	0
S	715002	WET TANK DRAIN	BENDIX D/V-2 AUTOMATIC	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P	0	0
S	7100003	AIR DRYER DRILLING	AIR DRYER MOUNTED OUTSIDE RAIL LHS	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	462004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS	0	0
S	502001	CAB DOORS	STEEL	0	0
O	502T03	DOOR CHECK STRAPS	L.H. & R.H. DOOR CHECK STRAP	2	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0

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 Quote Id : QATPHJ3EE
 Phone : 562-447-1515
 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395 - SVCACLE2GH221134

Q	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	48
O	6220019	MIRRORS-DUAL WEST COAST	MIRROR, CHROME, HTD, REMOTE, W/LWR HTD CONVEX	0	0
S	6190002	MIRROR ARMS	RETRACTABLE ARMS, STAINLESS STEEL	0	0
S	6180001	DOWN VIEW MIRRORS	SINGLE DOWN VIEW MIRROR, RH SIDE	0	0
S	6240001	GRAB HANDLES-ENTRY	BRUSHED SS GRAB HANDLES	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
S	661001	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT	0	0
O	6720004	GRILLE	CHROMED AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
S	6910001	FENDER EXTENSIONS-FRONT	IMPACT RESISTANT POLY FENDER	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5200009	SEAT-DRIVER	SEARS C2 SEAT, AIR RIDE	8	0
O	5210010	SEAT-PASSENGER	SEARS C2 SEAT, FIXED	0	0
S	522003	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE	0	0
S	523003	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0
S	5390001	CAB INTERIOR	AUTOTUFF INTERIOR UPHOLSTERY	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0

CAB CLIMATE CONTROL

S	060001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER	0	0
O	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0570002	INSTRUMENTS SALES PKG	STANDARD GAUGES (VOLTAGE AND OIL PRESSURE INCLUDED IN VEHICLE DISPLAY)	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0

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 Quote Id : QATPHJ3EE
 Phone : 562-447-1515
 Order : 20011395
 Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395 - 5VCACLE2GH221134

S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURLMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0

LIGHTING

S	836005	LAMPS-HEAD	SINGLE ROUND HALOGEN	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8440003	SWITCH-TURN SIGNAL & FLASHER	SELF-CANCELING TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	859998	LAMPS-RUNNING	NO DAYTIME RUNNING LIGHTS PROVIDED	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

O	5090001	KEY & LOCK SETS-IGN/DOORS	2 ADDITIONAL KEYS PER TRUCK (# TOTAL)	1	0
O	5900006	RADIO	AM/FM RADIO, ROOF MOUNTED	13	4
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
S	8730001	WIRING-CAB	RADIO SHUT-OFF IN REVERSE	0	0
O	962003	FIRE EXTINGUISHER	DRY TYPE ABC 5LB. CAP MTD. IN CAB	2	0

FRONT TIRES / WHEELS

O	9050001	WHEELS-DISC FRONT	22.5X9.0" ALUMINUM, HP, 3.12" INSET, ACCURIDE #40012	96	0
S	905T98	SPARE WHEELS FRONT	NO SPARE FRONT WHEELS	0	0
O	924001	WHEEL POLISHING & BRIGHTWORK-FRONT AXLE	POLISHING FOR ALUMINUM DISC WHEELS	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9310039	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR G289 WHA (RATED TO 10K)	0	0
S	931T98	SPARE FRONT TIRE	NO SPARE FRONT TIRES	0	0

REAR TIRES / WHEELS

O	9140005	WHEELS-DISC REAR	22.5x8.25" ALUMINUM HP, ACCURIDE #41644	0	272
S	914T98	SPARE WHEELS REAR	NO SPARE REAR WHEELS	0	0

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 Lead Unit Sales Order : 20011395

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 CITY OF CLAREMONT
 VIN : 20011395 - 5VCACLE2GH221134

O	925002	WHEEL POLISHING & BRIGHTWORK-REAR AXLE	POLISHING-OUTER ALUM.DISC WHEELS TANDEM	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0
S	9340043	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR G182/RSD	0	0
S	934798	SPARE REAR TIRE	NO SPARE REAR TIRES	0	0

PAIN T

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
O	9550002	CAB PAINT TYPE	CAB FIRST-COLOR OTHER THAN STD. NON METALLIC	0	0
A	9801000	CAB COLOR-FIRST	Approved -- DPSS-N0105EX -- N0105EX GREEN Imron Elite Single Stage	0	0
S	986101	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

ADDITIONAL OPTIONS

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S	899A005	TRANSMISSION WARRANTY	ALLISON EDGE 4YR. WARRANTY	0	0
S	899B001	ENGINE WARRANTY	CUMMINS STANDARD WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0

OTHERS

S	R010999	READY TRUCK SPEC	NO READY SPEC	0	0
S	I33003	ACCELERATOR PEDAL & LINK	WILLIAMS ACCELERATOR	0	0
O	9720005	CERTIFICATION-EMISSIONS	COMPLIES WITH 2013 U.S. EMISSIONS	0	0

SUB TOTALS

BASE WEIGHT	10,431	6,139
FACTORY OPTION WEIGHT	-413	-563
DISTRIBUTOR OPTION WEIGHT	0	0

TOTALS

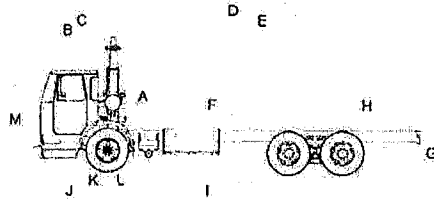
TOTAL WEIGHT (LB)	10,018	5,576	15,594
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 Phone: 562-447-1515
 Order: 20011395
 Lead Unit Sales Order: 20011395

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 CITY OF CLAREMONT
 VIN: 20011395 -SVCACLE2GH221134

09/03/2015

Dimensions



	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	94.00	EFFECTIVE BUMPER TO BACK OF CAB
D	355.00	OVERALL LENGTH
E	261.00	EFFECTIVE CAB TO END OF FRAME
F	187.00	EFFECTIVE CAB TO REAR AXLE
G	42.95	UNLADEN FRAME HEIGHT
H	74.00	OVERHANG
I	210.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	23.00	EFFECTIVE FRONT AXLE TO BACK
M	101.95	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

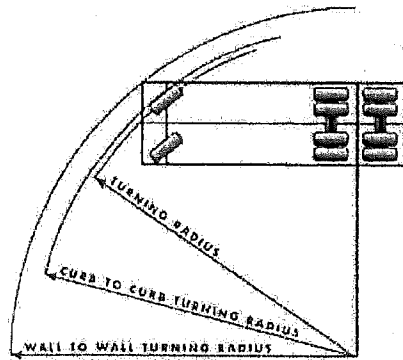
Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H

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 Lead Unit Sales Order : 20011395

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 VIN : 20011395 - 5VCACLE2GH221134

09/03/2015

Turning Radius



	Dimension(ft)	Description
A	35.37	TURNING RADIUS
B	72.86	CURB TO CURB TURNING DIAMETER
C	79.01	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

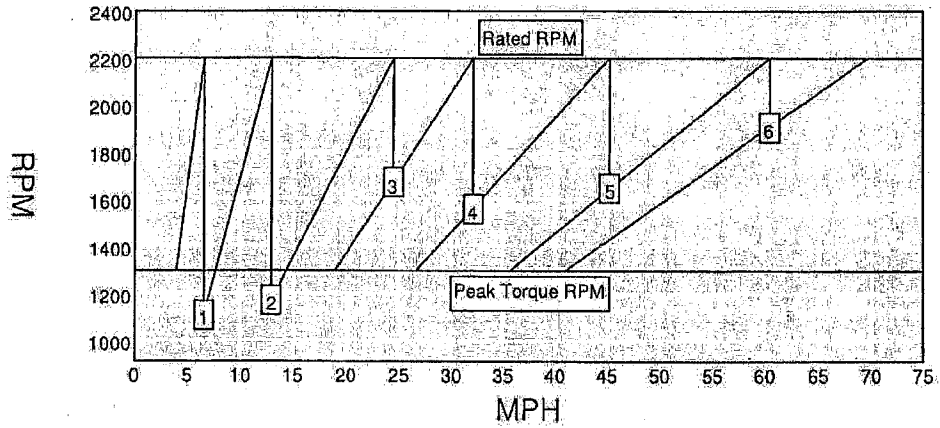
Model	
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	41R22.5H

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 VIN : 20011395 - 5VCACLE2GH221134

09/03/2015

Shift Chart



Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	% Split	MPH	RPM After Shift
1C	6.91	5.86	40.5	0.0	6.6	0
1	3.49	5.86	20.5	98.0	13.0	1111
2	1.86	5.86	10.9	87.6	24.4	1172
3	1.41	5.86	8.3	31.9	32.1	1667
4	1.00	5.86	5.9	41.0	45.3	1560
5	0.75	5.86	4.4	33.3	60.4	1650
6	0.65	5.86	3.8	15.4	69.7	1906

SPECIFICATION SUMMARY

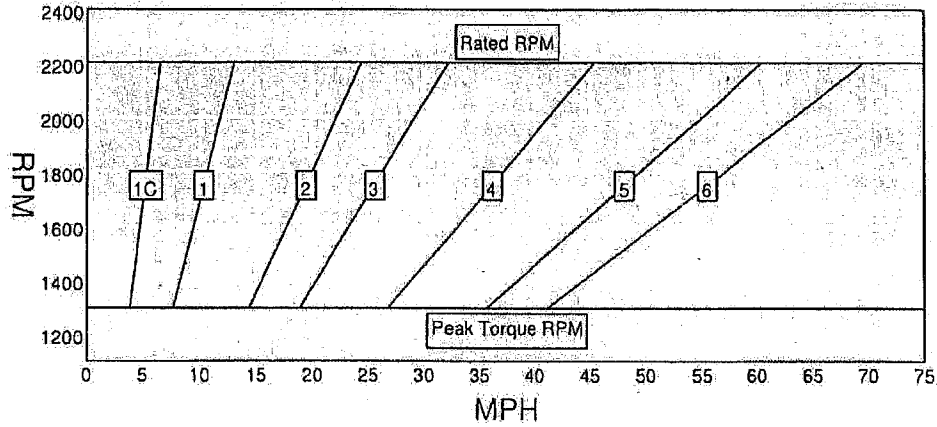
Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-VESTPORT
Rated Power	320 HP @ 2200 RPM
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H
Tire Revolution	0

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 Lead Unit Sales Order : 20011395

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 CITY OF CLAREMONT
 VIN : 20011395 - SVCACLE2GH221134

09/03/2015

Operating Range



Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	6.91	5.86	3.9	6.6
1	3.49	5.86	7.7	13.0
2	1.86	5.86	14.4	24.4
3	1.41	5.86	19.0	32.1
4	1.00	5.86	26.8	45.3
5	0.75	5.86	35.7	60.4
6	0.65	5.86	41.2	69.7

SPECIFICATION SUMMARY

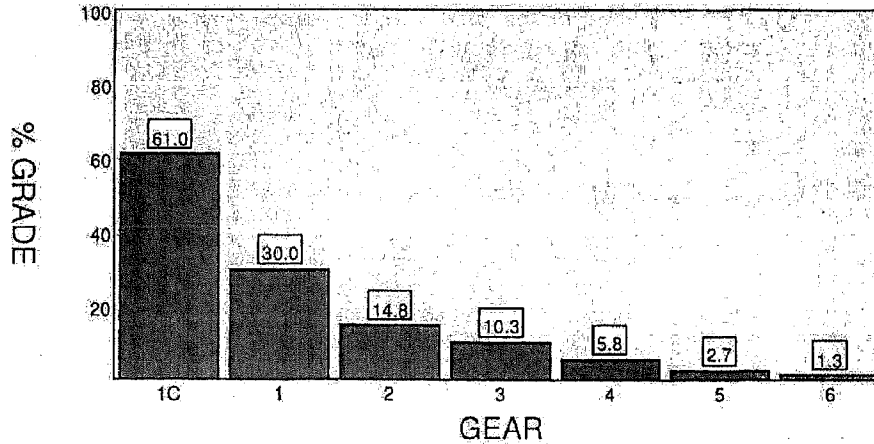
Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT
Rated Power	320 HP @ 2200 RPM
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H
Tire Revolution	0

Prepared By Ron Creighton
 Quote Id: QATPHJ3EE
 Phone: 562-447-1515
 Order: 20011395
 Lead Unit Sales Order: 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN: 20011395 - SVCACLE2GH221134

09/03/2015

Gradeability



Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	6.91	5.86	40.5	1,000.0	255.7	3.9	61.0
1	3.49	5.86	20.5	1,000.0	255.7	7.7	30.0
2	1.86	5.86	10.9	1,000.0	255.7	14.4	14.8
3	1.41	5.86	8.3	1,000.0	255.7	19.0	10.3
4	1.00	5.86	5.9	1,000.0	255.7	26.8	5.8
5	0.75	5.86	4.4	1,000.0	255.7	35.7	2.7
6	0.65	5.86	3.8	1,000.0	255.7	41.2	1.3

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H
Tire Revolution	0
GVW/GCV	0
Surface	Concrete

Prepared By Ron Creighton
Quote Id : QATPHJEE
Phone : 562-447-1515
Order : 20011395
Lead Unit Sales Order : 20011395

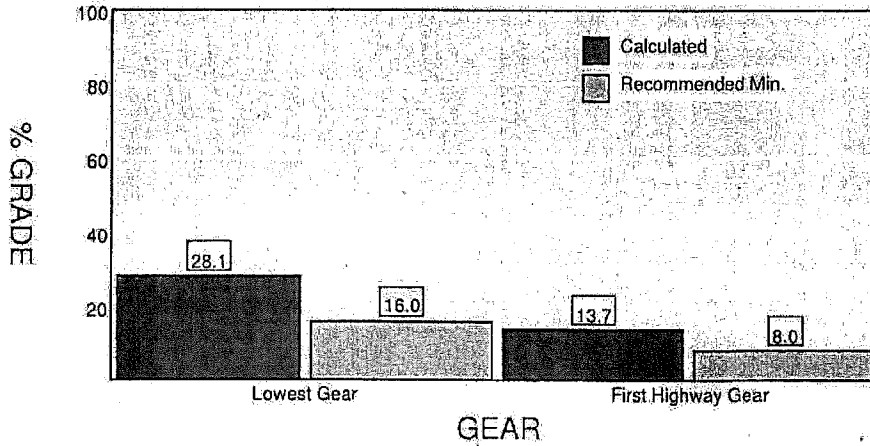
Prepared For KRISTIN MIKULA
CITY OF CLAREMONT
VIN : 20011395 - 5VCACLE2GH221134

Prepared By Ron Creighton
 Quote Id: QATPHJ3EE
 Phone: 562-447-1515
 Order: 20011395
 Lead Unit Sales Order: 20011395

Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN: 20011395-5V/CACLE2GH221134

09/03/2015

Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	28.1
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear		0.0	n/a
	All Applications	8.0	13.7

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT, CUMMINS-WESTPORT
Clutch Torque	550 LB-FT 700 RPM
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H
Tire Radius	0
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

Prepared By Ron Creighton
Quote Id : QATPHJ3EE
Phone : 562-447-1515
Order : 20011395
Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
CITY OF CLAREMONT
VIN : 20011395 - SVCACLE2GH221134

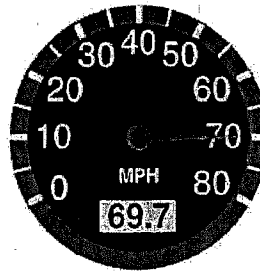
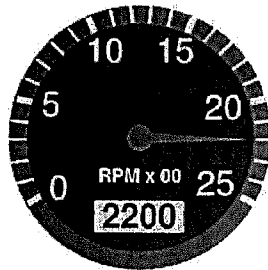
Prepared By Ron Croighton
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Prepared For KRISTIN MIKULA
 CITY OF CLAREMONT
 VIN : 20011395 - 5VCACLE2GH221134

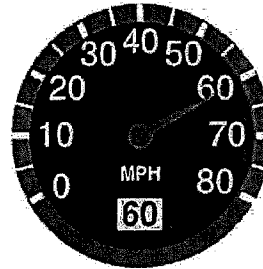
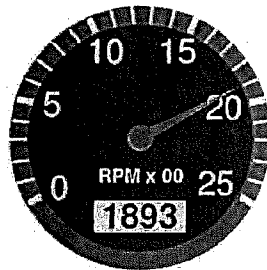
09/03/2015

Top Speed

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	69.7	2,200
Cruise Speed	60.0	1,893
Minimum Of Engine Range	31.7	1,000
Maximum Of Engine Range	69.7	2,200
Minimum Of Economy Range	47.5	1,500
Maximum Of Economy Range	57.1	1,800

Prepared By: Ron Creighton
Quote Id : QATPHJ3EE
Phone : 562-447-1515
Order : 20011395
Lead Unit Sales Order : 20011395

Prepared For KRISTIN MIKULA
CITY OF CLAREMONT
VIN : 20011395 - SVCACLE2GH221134

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISL-G, 320 HP @ 2200/1000 LB-FT. CUMMINS-WESTPORT
Transmission	ALLISON 3000.SERIES,6-SPEED
Rear Axle	MERITOR MT40-14X (40000 LBS)
Rear Axle Ratio	5.86
Rear Tire	11R22.5H
Tire Revolution	0



Raw Submit
COPY

CITY OF CLAREMONT



CONTRACT DOCUMENTS

FOR

CNG REFUSE TRUCK – FRONT-LOADER

APRIL 27, 2015



CITY OF CLAREMONT, CALIFORNIA

CNG REFUSE TRUCK – FRONT-LOADER

ADDENDUM NO. 1

MAY 20, 2015

NOTE: THE BIDDER SHALL SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL AND CONTRACT DOCUMENTS SUBMITTED WITH THE BID.

Please be advised of the following changes:

The bid bond is not required as referenced in the Bid Form and Instruction to and Information for Bidders.

- The following language shall be deleted from the Bid Form: "2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price."
- Section 11 of the Instructions to and Information for Bidders shall be replaced with the following language:

"Once the bid and supporting documents have been completed and signed as set forth herein, they shall be placed along with any other required materials in an envelope, sealed, addressed, and delivered or mailed, postage prepaid to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids

will be considered. No forms transmitted via internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

LOS ANGELES TRUCK CENTERS LLC dba LOS ANGELES FREIGHTLINER
Bid of _____ (Bidders Name)

For the CNG REFUSE TRUCK – FRONT-LOADER

Only where expressly permitted in the Notice Inviting Bids, may bidders submit bids via electronic transmission."

Submitted by:

Kristin Mikula, Community Services Manager

I hereby acknowledge receipt of this addendum, and
Understand that the changes shown herein are made
A part of the contract.

By: *Ron Carter LI*

Signature of Bidder, Company Name

NOTICE INVITING BIDS

The City of Claremont ("City") will receive sealed bids for the CNG Refuse Truck – Front-Loader at the office of the City Clerk, 207 Harvard Avenue, Claremont, California 91711, no later than May 21, 2015 before 2:00 p.m. at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms. Bidders may obtain a complete copy of the Contract Documents from the City's website at: www.ci.claremont.ca.us.

It is the responsibility of each prospective bidder to download the Contract Documents for review and to verify the completeness of the Contract Documents before submitting a bid. It is the responsibility of each prospective bidder to check the City's website on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, scanning, downloading or printing of the Contract Documents. Information on the City's website may change without notice to prospective bidders. The Contract Documents shall supersede any information posted on the City's website.

A non-mandatory Pre-Bid Conference will be held at the City Yard located at 1616 Monte Vista Ave., Claremont, CA 91711 on the following date(s) and time(s): May 12, 2015 at 11:00 a.m. Prospective bidders may not visit the Site without making arrangements through the Community Services Manager.

If applicable, pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Each bidder shall be licensed as required by law.

For further information, contact Kristin Mikula at kmikula@ci.claremont.ca.us.

INSTRUCTIONS TO AND INFORMATION FOR BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Contract Documents for the project. The Contract Documents may be obtained from the City as indicated in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available as indicated in the Notice Inviting Bids. Bidders shall be solely responsible for examining the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders shall be solely responsible for their failure to examine the documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Any such submission must be emailed to kmikula@ci.claremont.ca.us.

Any interpretation of the Contract Documents will be made only by written addenda from the City. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all work to be performed under the Contract Documents.

4. PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with conditions of the Project and to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. A Pre-Bid Conference may be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents.

Each prospective bidder must register with the City and provide a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Each prospective bidder shall email this information to Kristin Mikula at kmikula@ci.claremont.ca.us.

Copies of addenda will be furnished by facsimile, first class mail, e-mail, or other proper means of delivery without charge to all parties who have registered with the City as set forth above.

Please Note: Bidders are responsible for ensuring that they have received any and all addenda. Each bidder should contact the City to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of Bid Forms other than those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Form may result in the bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each bidder shall submit its bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

8. NO SUBCONTRACTORS

Contractor shall not subcontract any portion of the work to be performed without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

9. LICENSING REQUIREMENTS

Contractor shall possess all permits and licenses required to comply with all applicable City requirements and county, state or federal laws for the work activities performed.

10. SIGNING OF BIDS

All bids submitted shall be executed by the bidder or its authorized representative.

11. SUBMISSION OF SEALED BIDS

Once the bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Security and other required materials in an envelope,

sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

LOS ANGELES TRUCK CENTER, LLC dba LOS ANGELES FREIGHTLINER
Bid of _____ (Bidder's Name)
for the CNG REFUSE TRUCK - FRONT-LOADER

Only where expressly permitted in the Notice Inviting Bids, may bidders submit their bids via electronic transmission.

12. DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. The City will leave unopened any bid received after the specified date and time, and any such unopened bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each bid will be read aloud and recorded. All bidders may, if they desire, attend the opening of bids. The City may in its sole discretion, elect to postpone the opening of the submitted bids. The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

13. WITHDRAWAL OF BID

Prior to bid opening, a bid may be withdrawn by the bidder only by means of a written request signed by the bidder or its properly authorized representative.

14. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

15. BID PROTEST PROCEDURE

Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a "protest" of a bid with the City's Community Services Manager. The protest must:

- A. Be filed in writing within five (5) business days after the bid opening date;
- B. Clearly identify the alleged irregularity or other basis for the protest;
- C. Specify, in detail, the factual and legal grounds for the protest; and
- D. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the City will reject it without further review.

If the protest is timely and complies with all of the above requirements, the City's Community Services Manager, or other designated City staff member, shall review the protest, any response from the challenged bidder, and all relevant information. The City will provide a written response to the protestor.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: LOS ANGELES TRUCK CENTER, LLC dba LOS ANGELES FREIGHTLINER

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following:

CNG REFUSE TRUCK – FRONT-LOADER

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the work identified in the Contract Documents for the following **TOTAL BID PRICE:**

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	THE TOTAL BID PRICE FOR THE AUTOCAR ACX WITH THE NEW WAY 40 CUBIC YARD FRONT END LOADER BODY AS SPECIFIED INCLUDING DOC FEE, TIRE FEE AND CA. SALES TAX @ 9% IS: THREE HUNDRED FOURTEEN THOUSAND SIX DOLLARS AND SEVENTY TWO CENTS.	BASE BID QTY (1) \$287,997.06 DOC FEE QTY (1) \$ 65.00 TIRE FEE QTY (1) \$ 17.50 SALES TAX @ 9.0% \$ 25,927.16 TOTAL BID QTY (1) \$314,006.72

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract is fully executed by City and a third party, whichever is earlier.

The Contract shall be completed by the Contractor in the time specified in the Contract Documents.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1. INCLUDED

Addenda No. _____


Addenda No. _____

The following documents are attached to and incorporated into the Bid:

1. Attached is the completed Information Required Of Bidders.
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder LOS ANGELES TRUCK CENTER, LLC dba LOS ANGELES FREIGHTLINER

Signature 

Name and Title RON CREIGHTON - FLEET & MUNICIPAL SALES

Dated MAY 20, 2015

INFORMATION REQUIRED OF BIDDERS

Failure to complete all information may render your bid non-responsive. (Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: LOS ANGELES TRUCK CENTER, LLC dba LOS ANGELES FREIGHTLINER

2.0 Type, if Entity: LIMITED LIABILITY CORPORATION

3.0 Bidder Address: 13800 VALLEY BLVD. FONTANA, CA. 92335

(562) 447-1544 (562) 909-510-4406 rcreighton@lafreightliner.com
Facsimile Number Telephone Number E-Mail

4.0 How many years has Bidder's organization been in business?
17 YEARS

5.0 How many years has Bidder's organization been in business under its present name? 17 YEARS

5.1 Under what other or former names has Bidder's organization operated? _____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: JUNE 1998

6.2 State of Incorporation: CALIFORNIA

6.3 President's Name: BRADLEY C. FAUVRE PRESIDENT 50%
JAMES C. BARKER PRESIDENT 50%

6.4 Vice-President's Name(s): _____
BRYAN KOBUS, CFO

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

ARIZONA

10.0 What type of work does the Bidder normally perform with its own forces?

TRUCK SALES, PARTS SALES, SERVICE SALES

11.0 Has Bidder ever failed to complete any work and/or contract awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

13.0 Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the City to make inquiry as appropriate regarding its experience.

13.1 Bidder has been engaged in business under its present business name for 17 years.

13.2 Bidder's experience in Work of a nature similar in type and magnitude to

that set forth in the Specification extends over a period of 17 years.

13.3 Within the last three years Bidder has satisfactorily completed the following contracts similar in type and magnitude to that set forth in this bid for the following owners: (person, firms, or authorities)

14.0 Is the bidder and any sub-vendors authorized by the respective original equipment manufacturer to sell, service, and warranty products that they are representing?

Owner's Name, Address & Telephone	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)
CITY OF LONG BEACH 2600 TEMPLE AVE LONG BEACH, CA 90806 562-570-5406	JOHN SEEVERS	REFUSE TRUCKS 2009/2011/2014	\$1,475,000.00
CITY OF SAN DIEGO 8353 MIRAMAR PLACE 958-526-2301	CHRIS SANDOVAL	REFUSE TRUCKS 2012-2015 - 5 YR	\$17,980,000.00
CITY OF LOS ANGELES 2310 E. 7TH. ST. 323-526-9233	JOSEPH CASALETTA	REFUSE TRUCKS ASL RECENT AWARD & IN PROCESS	\$4,882,500.00

(Bidder shall attach and properly identify additional pages if necessary.)

**CITY OF CLAREMONT
PURCHASE AGREEMENT**

This Purchase Agreement ("Agreement") is made and entered into this [****INSERT DAY****] day of [****INSERT MONTH****], 20__ by and between the City of Claremont ("City") and [****INSERT VENDOR NAME****] ("Seller"). City and Seller may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. City is a public agency of the State of California and is in need of certain materials and/or equipment as more particularly described herein.

B. Seller is authorized to sell to City the materials and/or equipment as more particularly described herein.

C. The Parties desire to enter this Agreement for the purpose of setting forth the terms and conditions upon which the equipment and personal property shall be sold to City.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE 1

Purchase and Sale of Goods

1.1 **Goods.** Seller agrees to sell to City and City agrees to purchase the materials and/or equipment per the specifications attached hereto and incorporated herein as Exhibit "A" ("Goods"). Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

1.2 **Time for Performance.** Time is of the essence of this Agreement. Seller shall deliver the Goods within one hundred fifth (150) calendar days of the Execution Date of this Agreement or at such other time as the parties may mutually agree upon. Seller shall pay to City a sum of \$500 for each and every calendar day of delay beyond the time prescribed herein as liquidated damages and not as a penalty or forfeiture. In the event this is not paid, City may deduct the amount from any money due or that may become due to Seller under the Agreement.

1.3 **Acceptance.** The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with City specifications. Final inspection of the Goods shall be at location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense. No rejected Goods shall be replaced by Seller without written instruction or authorization from City.

1.4 **Changes.** City shall have the right to make changes as to testing, destinations, specifications, designs, and delivery schedules. Seller shall immediately notify City of any increases or decreases in cost or delivery time caused by such changes. No

adjustment in prices, schedule, or other terms shall be effective unless and until a written amendment to this Agreement is executed by the Parties.

ARTICLE 2 **Shipment and Delivery**

2.1 Seller shall deliver the Goods to City's City Yard located at 1616 Monte Vista Ave., Claremont, CA 91711 in new condition, all transportation charges prepaid, subject to the approval of the City pursuant to City's inspection. All costs for delivery, drayage, freight, insurance, and for the packaging of the Goods are to be borne by Seller.

2.2 All Goods furnished shall be subject to the inspection and approval of City upon delivery. City shall have twenty (20) days from the date of delivery to inspect the Goods for their suitability and feasibility for City's intended use ("City Inspection"). Upon delivery, City shall conduct a final visual inspection of the Goods to ensure the acceptability of the Goods to City. Goods will be given a complete inspection by City prior to any usage. Within the twenty (20) days allocated for City's inspection, City may provide Seller with a list of defects, if any, for correction within thirty (30) days or as otherwise agreed upon by the Parties. The Goods will be re-inspected each time they are returned until all defects are corrected. City's investigation shall include, but not be limited to: (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, location, or suitability of the Goods or condition thereof, (b) the extent or condition, use, or sale of the Goods. City may reject and return, at the risk and expense of Seller, Goods which may be defective or fail to comply with the Specifications. If rejected, the Goods will be held for disposition at the expense of Seller.

2.3 All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the time stipulated in Section 2.1 herein, it is mutually agreed upon and understood by and between City and Seller that: (a) A delay could seriously affect the public and City operations; (b) It is impractical and extremely difficult to determine the actual damage which City will sustain by reason of such delay; and (c) In the event that delivery is not completed on or before the time stipulated herein, City may be entitled to liquidated damages as set forth in Section 1.2.

2.4 All sales are F.O.B. to the location specified in Section 2.1 of this Agreement. Seller shall be fully responsible for the Goods and bear all risk of loss or damage until such Goods are delivered. Seller shall bear all risk of loss or damage to the Goods after written notice from City of its rejection or the cancellation of the Agreement.

ARTICLE 3 **Compensation**

3.1 Purchase Price. City shall compensate Seller for the purchase of the Goods pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this reference incorporated herein ("Purchase Price").

3.2 Payment. The Purchase Price shall be paid by City at such times set forth in Exhibit "B". City may withhold payment or a portion thereof because of defective Goods not remedied or unsatisfactory performance by the Seller. City will release any withheld funds upon Seller satisfactorily remedying the issue that resulted in the withholding. City will not pay late fees to the Seller on the compensation due Seller under the terms of this Agreement.

3.3 Federal, State and Local Taxes. All prices stated herein include, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this Agreement, or are otherwise applicable to this Agreement.

ARTICLE 4 Warranty

4.1 Warranty. In addition to all warranties which may be provided by law, Seller warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Seller and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Seller, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Seller also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Seller is conveying good and marketable title to same, and that Seller owns or has a valid license for any and all proprietary technology and intellectual property incorporated within the Goods. Seller agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

ARTICLE 5 Accounting, Inspection and Audit

5.1 Records. Seller shall keep and shall preserve for four (4) years after acceptance of the Goods, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the scope of this Agreement and disbursements charged to City under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Seller under this Agreement. During such four (4) year period, Seller shall give City and its agents, during normal business hours, access to such Books and Records. City and its agents shall have the right to make copies of any of the said Books and Records.

5.2 Custody. Where City has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Seller's business, City may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Seller's expense. Access to the Books and Records shall be granted to City and its Representatives.

ARTICLE 6 Termination

6.1 Termination. City may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Seller. Upon receipt of the termination notice, Seller shall promptly stop work unless the notice directs to the contrary. In the event City

renders such written notice to Seller, Seller shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. City shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Seller. Seller acknowledges City's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from City's termination of this Agreement. Seller shall deliver to City and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Seller shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 7 California Labor Code Provisions

7.1 Prevailing Wage Rates. Seller is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Seller agrees to fully comply with such Prevailing Wage Laws, if applicable. Seller shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Seller and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

7.2 Labor Certification. By its signature hereunder, Seller certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 8 Project Management

8.1 Representative of Seller. **[**INSERT SELLER'S REPRESENTATIVE**]** ("Seller's Representative") is hereby designated as the principal and representative of Seller authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Seller shall not substitute Seller's Representative without first notifying City in writing of Seller's intent. City shall have the right to review the qualifications of said substitute. If City determines said substitute Seller's Representative is unacceptable, Seller shall submit alternate candidates until City determines that substitute Seller's Representative is acceptable.

8.2 Representative of City. Kristin Mikula, Community Services Manager is hereby designated as the representative of City and except as otherwise provide herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 9
Title to Work Product

9.1 **Title to Work Product.** As applicable, City shall at all times retain title to all technical information, trade secrets, samples, blueprints, patterns, drawings and specifications and other materials (collectively, "Work Product") furnished, or paid for by City and intended for use in connection with this Agreement. Seller shall use such Work Product only in connection with this Agreement, and shall not disclose such Work Product to any person, firm, or corporation other than City's or Seller's employees, subcontractors, or government inspectors without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Seller will take such steps as are necessary to perfect the ownership interest of City in the Work Product. Upon City's request or upon completion of this Agreement, Seller shall promptly return all Work Product to City.

ARTICLE 10
Insurance

10.1 **Insurance.** Seller agrees to procure and maintain, at Seller's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Seller shall require all subconsultants to carry the same policies and limits of insurance that the Seller is required to maintain pursuant to this Article, unless otherwise approved in writing by City, and shall furnish separate certificates and endorsements for each subcontractor.

10.2 **Failure to Procure and Maintain Insurance.** If Seller fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right, at City's election and upon ten (10) days' notice to Seller, to terminate this Agreement or procure and maintain such insurance. The premiums paid by City shall be treated as an amount due from Seller with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. City shall have the right to offset any amounts City pays hereunder with amounts due Seller for services rendered pursuant to this Agreement. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 11
Indemnification

11.1 **Seller's Duty to Indemnify.** To the fullest extent permitted by law, Seller shall indemnify and hold the City, its officials, officers, agents, employees, representatives and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Seller, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Seller's services, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

In addition, Seller shall defend, with counsel of City's choosing and at Seller's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against City or its officials, officers, agents,

employees, representatives and authorized volunteers. Seller shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, agents, employees, representatives, and authorized volunteers as part of any such claim, suit, action or other proceeding. Seller shall also reimburse City for the cost of any settlement paid by City or its officials, officers, agents, employees, representatives, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Seller shall reimburse City and its officials, officers, agents, employees, representatives, and/or authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Seller's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, agents, employees, representatives, or authorized volunteers.

ARTICLE 12
General Provisions

12.1 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY OF CLAREMONT:

1616 Monte Vista Avenue
Claremont, CA 91711
Attn: Kristin Mikula

VENDOR: LOS ANGELES TRUCK CENTERS, LLC

[**INSERT ADDRESS**]
13800 VALLEY BLVD.
FONTANA, CA, 92335
Attn: [**INSERT NAME**]
RON CREIGHTON

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

12.2 Notification. In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Seller shall, within one (1) business day of actual knowledge of the problem or potential problem, notify City in writing and by telephone.

12.3 Separate Contracts. Seller understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Seller as City desires.

12.4 Compliance with Applicable Laws. Seller shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

12.5 Disputes. If any dispute should arise between the Parties concerning the performance this Agreement, the payments to be made, or the manner of accomplishment of the work, Seller shall nevertheless proceed to perform the work as directed by City pending settlement of the dispute.

12.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Seller shall be subject to deduction by City for any setoff or counterclaim arising out of this or any other of City's agreements with Seller.

12.7 No Waiver. The fact that City has made payment under this Agreement shall not be interpreted so as to imply City has inspected, approved or accepted the work which has been performed by Seller. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

12.8 Assignment and Subcontractors. Seller shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of City and Seller.

12.9 Independent Contractor. Seller shall act as an independent contractor in the performance of this Agreement and in no respect shall Seller be considered an agent or employee of City. No provisions of this Agreement shall be intended to create a partnership or joint venture between Seller and City and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

12.10 Non-Liability of City Officials and Employees. No official or employee of City shall be personally liable to the Seller in the event of any default or breach by City or for any amount which may become due to the Seller or for any breach of the terms of this Agreement.

12.11 Conflict of Interest. The Seller warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

12.12 Confidential Information. All information gained or Work Product produced by Seller in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Seller shall not release or disclose any such information or Work Product to persons or entities other than City without the prior written consent of the General Manager of City, except as otherwise required by law. Seller shall promptly notify City should Seller, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

12.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

12.14 Cooperation. Seller shall cooperate in the performance of work with City and all other agents.

12.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

12.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

12.17 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

12.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

12.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

12.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

12.21 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefor. Seller shall be liable to City for any loss or damage caused by Seller's failure to make timely delivery and/or installation of the Goods, including, without limitation, consequential and incidental damages and costs of obtaining replacement Goods.

12.22 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

12.23 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

12.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

12.25 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and the Seller.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

CITY OF CLAREMONT

LOS ANGELES TRUCK CENTERS, LLC dba LOS ANGELES FREIGHTLINER
[INSERT VENDOR NAME]:

By: _____

By: *Ron Creighton*

(Authorized Representative of Vendor)

Printed Name: _____

Printed Name: RON CREIGHTON

Title: _____

Title: FLEET & MUNICIPAL SALES

Dated: _____

Dated: MAY 20, 2015

EXHIBIT LIST

EXHIBIT "A" – Goods Specification

EXHIBIT "B" – Compensation (Bid Submittal)

EXHIBIT "C" – Insurance Requirements

EXHIBIT "D" – Certificate of Ownership and Transfer of Title

EXHIBIT "A"

Goods Specification

The Seller shall provide one (1) CNG powered, front-loader as described in the specifications, attached hereto.

LOS ANGELES TRUCK CENTERS LLC, dba LOS ANGELES FREIGHTLINER TAKES NO EXCEPTIONS TO (1) CNG POWERED FRONT END LOADERS AS DESCRIBED IN THE SPECIFICATIONS ATTACHED HERETO.

LOS ANGELES TRUCK CENTER, LLC dba LOS ANGELES FREIGHTLINER WOULD ALSO LIKE TO OFFER THE CITY OF CLAREMONT THE FOLLOWING OPTIONS, IN ADDITION TO OUR BID SUBMITTAL THAT MAY BE OF VALUE TO THE CITY OF CLAREMONT:

1. HENDRICKSON COMPOSOLITE 13,500 LB. STEERABLE TAG AXLE WITH 22.5" x 8.25" ALUMINUM WHEELS AND 255/70R22.5 TIRES - ADD \$8,660.00
2. AMEREX AUTOMATIC / MANUAL FIRE SUPPRESSION SYSTEM - ADD \$4,500.00
3. 60 DGE ROOF MOUNTED CNG TANK SYSTEM - ADD \$3,500.00
4. 80 DGE SADDLE MOUNTED - (2) 40 DGE EA. MOUNTED STREETSIDE & CURBSIDE - ADD \$7,470.00
5. CUMMINS ISL 8.9L 345 HP 1150 LB./FT. DIESEL ENGINE (INCL. 70 GALLON DIESEL FUEL TANK) - DEDUCT \$2,736.00 AND FOR 60 DGE SADDLE MOUNTED CNG TANK SYSTEM - DEDUCT \$24,500.00.
6. UPGRADE CAMERA 3RD. EYE OR INTEC - ADD \$1,500.00
7. VULCAN 2-POINT SCALE SYSTEM - ADD \$3,700.00
8. ALLISON 4500RDS TRANSMISSION - ADD \$9,373.00

*NOTE: OPTIONS DO NOT INCLUDE APPLICABLE CALIFORNIA SALES TAXES.

EXHIBIT "B"

Compensation (Bid Submittal)

The Total Purchase Price for each of the one (1) CNG Front-Loader is [INSERT PURCHASE PRICE IN WORDS AND NUMERICAL FORM] as described in the Bid Form, attached hereto. The Purchase Price of [INSERT PURCHASE PRICE] shall be paid within thirty (30) days of the Delivery and acceptance.

THE TOTAL BID PRICE FOR THE AUTOCAR ACX WITH THE NEW WAY 40 CUBIC YARD FRONT END LOADER BODY AS SPECIFIED INCLUDING DOC FEE, TIRE FEE AND CA. SALES TAX @ 9% IS: THREE HUNDRED FOURTEEN THOUSAND SIX DOLLARS AND SEVENTY TWO CENTS. SHALL BE PAID WITHIN 30 DAYS OF DELIVERY & ACCEPTANCE.

BASE BID QTY (1) \$287,997.06
DOC FEE QTY (1) \$ 65.00
TIRE FEE QTY (1) \$ 17.50
SALES TAX @ 9.0% \$ 25,927.16
TOTAL BID QTY (1) \$314,006.72

EXHIBIT "C"

Insurance Requirements

Without limiting Vendor's indemnification of Agency, and prior to commencement of Work, Vendor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Agency.

General liability insurance. Vendor shall maintain commercial general liability insurance with coverage at least in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability with the City named as additional insured.

Automobile liability insurance. Vendor shall maintain automobile insurance at least covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

EXHIBIT "D"

Certificate of Ownership
And Transfer of Title

Seller, [INSERT SELLER NAME], hereby certifies, pursuant to the terms of the Contract Documents, that the Seller possesses good and marketable title to the Equipment and hereby transfers free and clear title to said Equipment to the City of Claremont for valuable consideration this 20 day of MAY, 2015.

Seller further certifies the truth and accuracy of all representation and warranties set forth in the Contract Documents.

[INSERT SELLER NAME]

LOS ANGELES TRUCK CENTERS, LLC dba LOS ANGELES FREIGHTLINER

By: *Ann Garcia*

Title: FLEET & MUNICIPAL SALES

Date: MAY 20, 2015

YES

NO

INTENT OF SPECIFICATIONS:

The intent of this specification is to describe a chassis that is a low cab over engine (LCOE), designed for the rigorous duty cycles of a refuse collection vehicle, powered by an alternatively fueled natural gas engine that employs compressed natural gas (CNG). The load body shall be a hydraulically actuated packer body of the front loading type with the following minimum specifications considered necessary to perform the work related to the duty cycles of a refuse collection vehicle. The body shall be capable of compacting and transporting refuse to the landfill or transfer station and dispensing the load by the means of hydraulic ejection. The body shall not be required to be tilted, lifted or otherwise displaced from the chassis in order to eject the load.

YES

BIDDER QUALIFICATIONS:

Those prime bidders or sub-vendors who wish to participate by submitting a bid proposal must be an authorized and franchised dealer and (or) manufacturer for products being proposed. Bidders and or their sub-vendors must be authorized by their respective original equipment manufacturers to sell, service and warranty products that they are representing. Those wishing to submit a proposal without the said qualifications listed their bid proposal will be deemed nonresponsive. Bidders and franchised dealers must have adequate support including parts inventory to support such a transaction if awarded. Prime Bidder, Manufacturer or Body Dealer must be within a 50 mile radius of the City of Claremont. During the warranty period the chassis dealer and body company must provide pickup/delivery of vehicle to make necessary repairs or adjustments during the standard warranty period. Awarded bidder must provide a like make, model and (or) unit for inspection within 20 days of intent to award notification from the City of Claremont.

YES

PAYLOAD:

Chassis and body shall be designed and constructed of materials to provide a minimum legal payload of 8.5 tons after subtracting weight of chassis and body.

YES

YES NO

Chassis Specification Requirements:

Chassis furnished to the City of Claremont shall be an Autocar Model ACX left hand drive for a front loading packer body. No Exceptions. Truck is to be used for commercial refuse collection service. This truck will be required to operate under varied and extreme conditions, ranging from repeated stop and go service to freeway travel to and from the landfills and or transfer stations. Ambient temperatures often reach 110 degrees F.

YES

Dimensions:

GVWR: 60,000 lbs. (minimum)

YES

Cab to Axle: Cab to Axle dimension as recommended by body manufacturer.

Wheel Cut: Wheel cut shall be no less than 50 degrees and shall incorporate a 315/80R22.5 front tire and 22.5"x9.0" front wheel.

YES

Engine & Equipment:

Shall be Cummins ISL-G engine utilizing CNG fuel and shall meet the minimum requirements.

YES

CID: 546/8.9L

YES

Gross Horsepower: 320 at 2000 RPM.

YES

Gross Torque: 1000 ft./lbs. @ 1300 RPM

Engine protective system shall be set to the de-rate mode for high coolant temperature, low oil pressure, and low coolant level.

YES

Air Cleaner shall be at least 15 inches in diameter with restriction indicator. Air cleaner shall be horizontally mounted to provide easy access on rear of cab.

YES

Engine Certification: Engine shall be California CARB and EPA Certified approved for use in California and meet the current emission standards as required by law. Engine shall be in compliance with South Coast Air Quality Management District Rule 1193. Bidder shall supply documentation verifying CARB certification and chassis manufacture's ability to supply. Engine shall not be a conversion but must be manufactured as a dedicated alternative fueled engine from the factory. No Exceptions.

YES

YES

NO

Fuel System:

Sixty (60) diesel gallons equivalent (DGE) minimum. Fuel System to be frame mounted. A fill port shall be installed in Fuel Management Module on left side of chassis and an additional fuel port on front bumper. Fuel Management Module shall be integral style and also include a 1/4" turn off safety shut-off valve, auxiliary fuel gauges for low and high pressure driven by a high pressure transducer located on the high pressure side of the fuel system. The fill receptacles shall be 3,600- psi Type NGV1 with dust caps.

YES

Both fuel ports shall have a safety interlock system to prevent operators from starting vehicle and driving away with the fuel line still attached. All high pressure tubing shall be stainless steel. Tanks shall have the maximum allowable ground clearance and shall include protective shielding protecting the tanks from damage. CNG tank covers shall be Gen4 aluminum type painted the color of the cab and refuse body. All structure and plumbing components shall be designed to meet current NFPA 52-2006 standards. System shall also incorporate a dual zone methane gas detection with one sensor in cab and one sensor in engine to alert operator of any methane gas leaking from the vehicle cab or engine compartment. Amerex AmGads III preferred.

YES

Cooling System:

Radiator: Shall be a heavy duty shrouded, 1300 square inch (minimum) 2-Row aluminum core, fin type radiator shall have de-aeration system conforming to engine manufacturers specifications. Radiator mounting shall be braced and insulated to protect against vibration.

YES

Hoses: All cooling and heater hoses shall be either silicone type or "Gates" blue stripe with constant torque clamps where applicable.

YES

Surge Tank: Shall be remote mounted back of cab, as low as possible to allow cooling system to be checked from ground level, surge tank shall have a clear sight glass to indicate fluid level.

YES

Exhaust System: After treatment device shall be protected or shielded in such a manner that would prevent combustible liquids from coming in contact with it. The muffler / after-treat device shall be vertically mounted on curbside with outlet facing curbside. Turbo and exhaust system shall be shielded from all combustible debris, exhaust pipe where routed from turbo to entrance of after treatment system shall be blanketed with heavy

YES

YES NO

duty thermal insulation heat exhaust wrapping.

Transmission:

Shall be "Allison" Automatic 3000 RDS Series 6-Speed with appropriate torque converter based on an "Allison" SCAAN report for a refuse truck application. Transmission shall be filled with Castrol "TranSynd Synthetic Fluid and have as standard a 4 year minimum unlimited miles transmission warranty.

YES

Transmission Cooler: Shall be factory standard oil to water type cooler. All hoses shall be able to withstand the vigorous demands of a refuse truck application including heat and in and out of landfills.

YES

Transmission Shift Control: Shall be "Allison" electronic push button type control with drive train devices including RPM sensor, auto neutral shifting capabilities and electronic fluid level indicator and cable of indicating transmission temperature.

YES

Power Take-Off:

P.T.O. shall be a "Chelsea" Model 870 or equal, engine driven, transmission mounted with adequate clearance between the transmission and chassis frame to allow serviceability of all P.T.O. and hydraulic pump components.

EQUAL - FRONT ENGINE
MOUNTED

P.T.O. shall provide direct mounting for the hydraulic pump, which will operate the refuse body and equipment. P.T.O. shall disengage when powered on and speed exceeds 15 mph. Body builder shall provide a dash mounted switch to power on P.T.O. system.

YES
FEPTO (FRONT PUMP)

Propeller Shafts / Drive Train:

Main shaft shall be two piece design with intermediate support bearing and torque capacity rated for specified engine and transmission. U-joints shall be 1760 heavy duty series.

YES

Chassis Frame:

Section Modulus shall be 29.41 minimum. No Exceptions. Resisting Bending Moment shall be 3,529,000 single rail without frame liner. No Exceptions. Tensile Strength: 120,000 psi.

YES

YES NO

Axles:

Front – Shall be "Meritor" 20,000 lb. minimum capacity with transparent oil bath type, front hub covers. Front hubs shall be aluminum. Steering arms and related components shall be engineered specifically for the required wheelbase specified. Shall include synthetic lube.

YES

Rear – Shall be Meritor 40,000 lb. minimum capacity, single speed, single reduction and dual driven in tandem axles. Rear hubs shall be aluminum. Shall be equipped with an air operated inter-axle lockout. Lockout indicator shall be illuminated in dash or console with a permanent label indicating that function. Shall include synthetic lube. Rear axle ratio shall be selected to provide at top speed of at least 60 mph, and a grade start-ability of at least 27 percent.

YES

Suspension:

Front – Springs shall be rated at 20,000 lb. minimum. Springs shall be leaf type with heavy duty shocks.

YES

Rear – Shall be 40,000 lb. minimum capacity "Hendrickson" HMX-400 Heavy-Duty Vocational Suspension. No Exceptions.

YES

Steering:

Shall be hydraulic powered by an adequately specified steering gear and pump for at least the capacity of the front axle.

YES

Note: Steering acumen shall be designed to insure at least a 50 (fifty) degree wheel cut with a 315/80R22.5 tire and a 9.0" aluminum wheel. Bidder shall provide with the bid proposal documenting their compliance with this requirement. Failure to provide this documentation with the bid will deem the bid nonresponsive.

YES

Turning Radius:

Maximum turning radius shall not exceed 31 feet and curb to curb diameter shall not exceed 62 feet. Responsive bidder shall provide with their bid proposal documentation showing compliance with this requirement. Failure to provide this documentation will deem the bid nonresponsive.

YES

*SEE ATTACHED TURNING RADIUS DIAGRAM

YES **NO**

Brakes:

Service / Foundation Brakes: Shall be refuse grade S-cam type on all wheels. Dimensions: Largest brake option available, heavy duty 16.5" x 7" front and 16.5"x8.6" rears. Rear brake chambers shall be 30 square inch minimum.

YES

Air Brake System:

System shall fully comply with all Federal Motor Vehicle Safety Standards (FMVSS) 121 requirements at time of order. Brake system shall incorporate and include an anti-lock brake system. Shall also include the following: Air Dryer, automatic slack adjusters, 18.7 CFM gear driven air compressor, low air pressure warning buzzer, parking brake mounted in cab within easy reach of the operator.

YES

Wheels:

Front - Two (2) 22.5" x 9.00" Polished Aluminum hub piloted mounted wheels.

YES

Rear - Eight (8) 22.5" x 8.25" Polished Aluminum hub piloted wheels.

YES

Tires:

Front - Two (2) Goodyear 315/80R22.5 G289 or equal rated to a minimum of front axle capacity.

YES

Rear - Eight (8) Goodyear 11R22.5 G182 RSD or equal rated to a minimum of rear axle capacity.

YES

Electrical System:

Shall be a 12-volt system, negative ground and include the minimum requirements:

YES

Alternator - Delco Remy 36SI brushless 12-volt 160 amp.

YES

Starting Motor - Delco Remy 12-volt 39MT or equal

YES

Batteries - Three (3) 12-volt 2250 cold cranking amps incorporating a battery shut-off with lock-out capability. Battery box shall be steel with an aluminum diamond plate lid and incorporate a centrally mounted manifold with petcocks to drain air tanks mounted under battery box.

YES

YES NO

Cab:

Type: Autocar ACX64, Left Hand Drive only standard tilt cab for maximum visibility. **No Exceptions.**

YES

Cab shall be manufactured from steel and be 2-sided galvanized steel constructed. **Fiberglass and Aluminum Cabs are not acceptable.** Cab dimension shall not exceed 68 inches from bumper to back of cab and a floor dimension measured from the ground not to exceed 39.5 inches. Cab shall incorporate "B-Pillar" curved windows allowing operators the largest visibility possible from all positions and sight lines from within the cab. Door panels, stops, hinges shall be adequately braced and supported to with stand any shock and or vibration from a refuse application. Cab access steps shall not exceed 18 inches from ground to first step. Interior of cab shall be adequately covered with high density, sound absorbing and heat absorbing material. Cab shall also incorporate adequate interior and exterior grab handles to insure a three point contact for entry and exit. Cab shall have L.H. & R.H. door check straps, dual powered windows, chrome, heated and powered exterior mirrors with convex. Cab Grille shall be chromed.

YES

Cab shall also have an air horn mounted under cab for increased serviceability and maintenance. Cab shall include a 16 inch steering wheel and incorporate a factory installed tilt and telescoping steering column. Driver seat shall be Sears C2 air ride and passenger seat Sears C2 fixed type or equal. Cab shall include factory installed dash mounted air conditioning. **Roof mounted systems are not acceptable.** Cab shall also include an AM/FM Stereo roof console mounted to insure best visibility from the cab for the operators. Radio shall mute when the truck is being reversed and when backing up. Cab lift mechanism shall be hydraulic power actuated. Cab noise requirements shall not exceed the maximum noise level allowed in the cab, not to exceed 84dB. Glass shall be tinted.

YES

Provisions to check and service coolant and engine oil without lifting the cab shall be provided.

YES

Instruments & Controls:

Cab instrument panel shall include a digital vehicle display "Smart Dash Display" which displays in a digital format warnings for critical temperatures, communication errors, stop and active engine faults and ABS errors. Vehicle display shall also have an automatic pre-inspection light check to assist operators while inspecting vehicle lighting. Display shall also have feature to

YES

access vehicle parameters such as coolant level, PTO hours, amount of fuel used, and fuel economy. Display shall also include in a digital readout format including speedometer, odometer, tachometer, oil pressure, coolant temperature, volts, and hour meter. Instrument cluster shall also include all other standard instruments such as air pressure gauges etc.

Windshield wipers shall be dual electric intermittent operated and controlled.

HVAC System shall include fresh air heater with integral defrosters with in integral dash air conditioning. No roof mounted Air conditioning systems. No Exceptions.

Front Loader (Eject) Refuse Collection Truck Body

A. Capacity

1. The Body shall have a minimum capacity of 40 Cubic Yards. Load body shall be New Way Mammoth. No Exceptions.

B. Body Dimensions

1. Maximum overall body width not to exceed 96"
2. Maximum overall length and height (with tailgate in locked position and arms stowed) above the chassis frame not to exceed:
OL 406"
Height 114"
3. Body Weight (exclusive of options) shall not exceed 16,370 lbs.

C. Body Construction

1. The body sides shall be constructed of minimum 10 Ga. Hardox 450 steel formed to a radius for added strength.
2. The body roof shall be constructed of minimum 10 Ga. 80,000 psi yield steel
3. A single 2" x 2" structural tube shall reinforce the roof at the center line, connecting the front rear bracing.

YES **NO**

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

4. A 3" x 2" x 3/16" structural tube shall reinforce the body at the front and rear.
5. The tube shall be formed to the radius of the body. The body floor shall be flat and made of minimum 10 Ga. Hardox 450.
6. The floor longitudinal rails shall be 3" x 6" x 1/4" structural tube.
7. The floor cross members shall be 4" x 5" structural "C" channel.

D. Hopper

1. The hopper shall have a minimum capacity of 12 cubic yards.
2. The hopper floor shall be constructed of minimum 1/4" Hardox
3. The lower hopper sides shall be constructed of minimum 3/16" Hardox steel formed to a radius for additional strength. Straight hopper sides not acceptable.
4. The upper hopper side shall be constructed of 10 Ga. 80,000 yield steel with (3) formed vertical braces each side.
5. The hopper front shall be enclosed with expanded metal for viewing behind the packer blade and to prevent trash from blowing out.
6. The hopper shall be lined with (6) 1/4" and 3/8" AR400 wear strips to match the wear strips on the packer panel. Plow steel wear strips are not acceptable.
7. There shall be a hydraulic sliding hopper cover constructed of expanded metal and reinforced with 2" x 2" tube.
8. The hopper cover shall be powered by one (1) 1-1/2" x 80" double acting hydraulic cover.
9. The hopper cover shall open automatically when raising the lift arms. No Exceptions.
10. There shall be a SPDT (Single Pull Double Throw) electrical switch in the cab to manually close the hopper cover.
11. There shall be a 10" x 17" sump clean out doors located on each side of the front area of the body. They shall be located on each side of the front of the body. They shall be located so to have access from the ground and without the need to physically enter the hopper. No Exceptions. Front canopy shall be aluminum. No

YES NO

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES NO

Exceptions.

12. There shall be a sliding side access door with a PTO interlock and shall be a minimum of 30" x 30".

YES

E. Packing Mechanism

1. The lower packing panel face sheet shall be constructed of minimum 3/16" 80,000 psi yield steel.
2. The packing panel shall slide in a tract constructed of 1/4" formed channel and lined on all three sides with minimum AR400 wear strips.
3. The packing panel shall be activated by two (2) 5.5" four stage telescopic hydraulic cylinders with U-cup seal design. CYLINDERS MUST BE HYCO for long life. No Exceptions. Specify cylinder manufacturer in the margin to the right.
4. The panel shall have a pack cycle of 21 seconds.
5. The packing panel shall be 78" high and 84" wide.
6. The packing panel shall exert a minimum of 107,000 lbs. of packing force throughout the pack cycle.

YES

YES

YES - HYCO

YES

YES

YES

F. Tailgate

1. The tailgate shall be top hinged and of the bustle type.
2. The tailgate rear panel shall be constructed of minimum 10 Ga. AR400 steel.
3. The tailgate side sheets shall be constructed of minimum 10 Ga. 80,000 psi. yield steel.
4. The tailgate shall be secured to the body using one (2) set of hinges with 1-1/2" hinge pins at the roof line
5. The tailgate shall be unlocked, opened and closed by two (2) 3" x 42" double acting hydraulic cylinders with restrictions to prevent precipitous decent in case of hydraulic line ruptures.
6. The tailgate shall have a six point passive lock system without the need for turnbuckles.
7. The tailgate shall be equipped with a one piece replaceable rubber gasket, extending across the bottom width of the tailgate and vertically up the side 42"
8. A warning light and buzzer shall be installed in the cab to indicate when the tailgate is open.

YES

YES

YES

YES

YES

YES

YES

YES

YES NO

G. Lifting Arms

1. The arms shall be of fabricated non tube design. The arm is comprised of 3" x 1/2" 100k upper and lower continuous flat bar. (Multiple piece welded flat bar is unacceptable). The arms shall be covered with 1/4" T-1 steel side plates. **NON TUBE DESIGN (NO EXCEPTIONS).** YES
2. The lift arms shall have a 10,000 lbs. capacity. **NO EXCEPTIONS. ARMS MUST BE BOLT ON TYPE AND SAME ON LOWER FRONT CROSSSHAFT. NO EXCEPTIONS.** YES
3. The arm shall provide a progressive slow stop before coming into contact with the rubber arm stops by use of a deceleration valve. (Internal cushioning of the arm cylinders is not acceptable). YES
4. The load arm cycle time shall not exceed 12-13 seconds. YES
5. The lift arms shall be powered by two (2) 4-1/2" x 36" double acting cylinders with 2" rods. YES
6. The arm pivot shaft shall be constructed of 4-1/2" OD wall DOM. **No Exceptions.** YES
7. The pivot bushings shall have a minimum four (4) split type bronze bushings to prevent wear. YES
8. The forks shall be constructed of minimum 1-1/4" 100k plate steel measuring 49" long from bump stop to tip and tapered at the end. YES
9. The fork rotation shall be accomplished by two (2) 3-1/2" double acting hydraulic cylinders, 24" stroke, with a minimum 2" rod. YES
10. The fork pivot shaft shall be constructed of 4-1/2" OD x 1/2" wall DOM tube. YES
11. The fork bushings shall be of the split bronze type bolted to the arms with four (4) 3/4" grade 8 bolts on each side. YES
12. There shall be UHMW arm rub plates mounted to the upper hopper sides. YES

H. Controls

1. The operating controls shall be located in the cab easily accessible to the driver. Must have outside controls. YES
2. The fork and arm function shall be controlled by two YES

- (2) single lever air controllers bolted together.
- 3. The controller shall communicate with the hydraulic valve air shifters in a metering function to provide better control in the loading process.
- 4. The packer, hopper cover, and rear door operation shall be controlled by SPDT electrical switches.
- 5. The rear door shall not operate without depressing a safety switch in conjunction with the tailgate rocker switch to prevent accidental opening of the rear door.
- 6. The arm control shall have an interlock to prevent dumping behind the packer panel.

I. Hydraulics

- 1. Hydraulic reservoir shall be supplied with a minimum capacity of 70 gallons and equipped with a fluid sight gauge, temperature indicator, air breather filter, magnetic trap, and gate valve on the suction line.
- 2. Hydraulic reservoir shall be constructed from aluminum for heat dissipation and weight reduction. Steel tank is unacceptable. Must have service hoist.
- 3. The reservoir shall have a 100 micron suction strainer and equipped with a built in 3 psi bypass for pump protection.
- 4. The body shall be powered by a front mounted Denison vane pump or an engine powered transmission mounted "Hot Shift" PTO with direct mounted pump.
- 5. All hydraulic functions shall be controlled by an air operated Commercial VA-35 hydraulic valve or equivalent. Valve to be mounted to front of hopper not under body.
- 6. All hydraulic hoses shall be SAE 100 R4 with crimped on fittings. Where possible seamless steel tubing with zinc clear coating shall be used and held in place with shock absorbing bolt on clamps.
- 7. All hose ends, tubing and adapters shall have JIC 37 degree flare fittings.
- 8. Normal maximum operating pressures shall not exceed 2250 psi.
- 9. The hydraulic system shall incorporate a relief valve to protect all components from excess pressures.
- 10. All cylinder rods shall be chrome plated.
- 11. Automatic Packer – The hydraulic system shall include automatic pack function to allow a continuous pack cycle.

YES NO

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES

YES NO

12. The packer panel in extend or retract mode shall automatically accelerate at 1,450 – 1,550 RPM when truck is in neutral.
13. The auto pack function shall include a pack start button and a neutral safety to disable automatic acceleration if the transmission is in gear. PTO kill switch provided on the hopper access door.

YES

YES

J. Electrical

1. All body wiring shall be color coded with stenciled labeling for function minimum every 6 inches.
2. All body wiring shall be in a braided loom and utilize automotive style sealed connectors.
3. The body shall be equipped with approved LED clearance, warning, tail, license, stop, reverse and turn signals in compliance with the national safety standards.
4. All clearance, back-up, and directional lights shall be shock mounted and be in rubber grommets.
5. The body shall be equipped with an external audio back-up alarm with motion sensor and activated when the truck is in reverse.
6. A light shall illuminate in the cab when the tailgate is open and audible alarm will sound when the tailgate is open.
7. A camera system shall be installed with a 6.5" sized minimum color LCD waterproof display monitor for viewing rear of body and for safety when truck is in reverse. Intec CVC500AH camera with audio and Intec CVD 650LCD display is preferred. Camera system provided must have a 5 yr. minimum warranty. No Exceptions. Specify camera system brand and model provided with this bid in the margin.

YES

YES

YES

YES

YES

YES

YES

K. Cab, Chassis and Body Paint

1. Cab Paint – DuPont Imron 5000 N0105EX Green shall be applied to all cab surfaces that are not chromed or aluminum.
2. Chassis Frame – Standard Black
3. CNG Fuel Tank Enclosures – DuPont Imron 5000 N0105EX Green.
4. Load Body – Dupont Imron 5000 N0105EX Green

YES

YES

YES

YES

Turn Radius Calculation

AUTOCAR ACX W/ 50 Degree

24-Jun-04

Enter the known values	
Tires= 615/80R22.5	Width 12.5
Wheels= 22.5 x 9.00	Inset 3.12
Axle= Meritor 20K	drum-drum 94.08
Track = 87.84 inches	
Max Turn Angle = 50.00 degrees = 0.8726 radians	
Wheelbase = 210.00 inches	
Minimum Turning Radius = 29.74 Feet 9.064728 Meters	
Curb - Curb Turn Diameter= 60.52 Feet 18.44696 Meters	

