

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, October 3, 2023

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Karina Macias
Vice Mayor

Arturo Flores
Council Member



Eduardo "Eddie" Martinez
Council Member

Graciela Ortiz
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hPCA.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference.

Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

PUBLIC COMMENT

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

ADDITIONS/DELETIONS TO AGENDA

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

IMPORTANT NOTICE

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hPCA.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Karina Macias
Council Member Arturo Flores
Council Member Eduardo "Eddie" Martinez
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. NATIONAL BREAST CANCER AWARENESS MONTH
2. NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
3. RECOGNITION OF MOAF EVENT VOLUNTEERS

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Gene Farmer v. City of Huntington Park, ADJ14211080; ADJ14264443 (Covid)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Joana Casillas v. City of Huntington Park, ADJ13626665
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Hector Barba, Sr. & Norma Barba v. City of Huntington Park, et al.
USDC Case No.: 2:22-cv-08987-FMO-JEM
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – One matter
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.: 20STCV44933

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held September 5, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 03, 2023;

PUBLIC WORKS

3. SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE EXTENSION OF THE TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA FE AVENUE

RECOMMENDED THAT CITY COUNCIL:

1. Staff recommends that the City Council waive full reading and adopt Ordinance by title extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue.

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2022-23 FUNDING APPLICATION

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution (Attachment 1) authorizing staff to submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2022-23 funding application; and
2. Authorize the City Manager to sign the Letter of Designation (Attachment 2) and all applicable CalRecycle grant documents.

5. CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT OF WATER PRODUCTION WELL NO. 14 MOTOR

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Municipal Code Section 2-5.13 Emergency purchase, authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to a contract for the replacement of Water Production Well No. 14; and
2. Authorize LittleJohn-Reuland Corp. to make the necessary replacement of the motor for a not-to-exceed amount of \$16,160.45 payable from Account No. 681-8030-461.43-30.

6. CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION TO BUREAU OF RECLAMATION THROUGH THE BIPARTISAN INFRASTRUCTURE LAW FOR SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECTS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit a funding application to the Bureau of Reclamation through the Bipartisan Infrastructure Law for small surface water and groundwater storage projects; and
2. Authorize the City Manager to sign all applicable documents.

7. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-02 Slauson Avenue Congestion Relief Project.

8. CONSIDERATION AND APPROVAL TO PURCHASE A MODIFIED CUSTOM CONCRETE TRUCK WITH CEMENT MIXER

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense

with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and

2. Approve the purchasing of a modified custom concrete truck with cement mixer from RWC Group. (Fred M. Boerner Motor Co.) for the amount of \$240,830.48 payable from Account No. 741-8060-431.74-10 (\$217,830.48) and Account No. 111-8010-431.74-10 (\$23,000); and
3. Authorize the City Manager to execute the sales order, purchase order and all other applicable documents related to the registration of the vehicle through the Department of Motor Vehicles.

9. CONSIDERATION AND APPROVAL TO EXTEND NORTH STAR LAND CARE'S CITYWIDE TREE MAINTENANCE CONTRACT FOR ONE YEAR AND INCREASE CONTRACT BY FIVE PERCENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve a one-year extension of North Star Land Care's Citywide Tree Maintenance contract and one-time five percent contract increase of \$15,963.75; and
2. Approve an appropriation of \$15,963.75 into Account No. 535-8090-452-56.60; and
3. Authorize the City Manager to execute the professional services agreement amendment.

10. CONSIDERATION AND APPROVAL TO PURCHASE AN AERIAL UTILITY SERVICE TRUCK

RECOMMENDED THAT CITY COUNCIL:

1. Approve the purchasing of an aerial utility truck from Utility Equipment & Supply, Inc. dba Utility Crane & Equipment for a not-to-exceed amount of \$277,853.15 payable from Account No. 535-8016-431.74-10 (\$200,000) and Account No. 741-8060-431.74-10 (\$77,853.15); and
2. Authorize the City Manager to execute all applicable documents related to the purchasing of the aerial utility service truck.

COMMUNITY DEVELOPMENT

11. AWARD OF CONTRACT FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT.

RECOMMENDED THAT CITY COUNCIL:

1. Award a contract for services related to Street Light(s) and Wi-Fi Demonstration Project to Louii's Electric Power &Lighting Company in an amount not to exceed \$847,000; and
2. Authorize the City Manager to negotiate and execute the final terms of the contract.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo "Eddie" Martinez

Council Member Arturo Flores

Vice Mayor Karina Macias

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 17, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hPCA.gov not less than 72 hours prior to the meeting. Dated this 29th day of September 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, September 5, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, September 5, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Eduardo "Eddie" Martinez., Arturo Flores, Vice Mayor Karina Macias and Mayor Marilyn Sanabria.

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney.

INVOCATION

Mayor Sanabria led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Arturo Flores led the Pledge of Allegiance.

PRESENTATION(S)

1. **CERTIFICATE OF RECOGNITION FOR NATIONAL NIGHT OUT PERFORMERS & VOLUNTEERS**
2. **RECOGNITION OF LOCAL EDUCATORS AND VOLUNTEERS**

At the conclusion of public comment Mayor Sanabria called for a five (5) minute recess at 6:25pm. Mayor Sanabria reconvened the City Council meeting at 6:32pm.

PUBLIC COMMENTS

The following member of the public submitted a public comment card:

1. Edin Enamorado
2. Daniela Martinez

STAFF RESPONSE

City Manager Ricardo Reyes commented on the destruction of records item on the agenda. He stated that all the documents that have been identified for destruction align with the city's records retention schedule and are consistent with State law. He added that these records have exceeded their lifespan and thus have been identified for purging which is allowed under the law. He then addressed that comment regarding the urban

forest plan and requested the Public Works director Cesar Roldan provide information about the plan.

Public Works Director Cesar Roldan stated that he is working with staff to have the urban forest plan posted on the front landing page of the city's website for easy access. He is also working with the Communications Department to provide the plan via email to those who have requested it.

The City Manager closed his comments by requesting item five (5) be pulled from the agenda.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:43 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
Pursuant to Cal. Gov. Code Sec. 54956.9(d)(4)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – One matter
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.: 20STCV44933

Mayor Sanabria reconvened the Council meeting from Closed Session at 7:45 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five (5) members of the City Council present the two (2) items on the posted agenda were discussed. Regarding items one (1) and two (2), the Council was briefed, and directions were given but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

MOTION: Councilmember Ortiz moved to approve the consent calendar, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria.

NOES: None

1. CITY COUNCIL MEETING MINTUES

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held August 7, 2023

FINANCE

2. WARRANT REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated September 5, 2023

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Ortiz moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and adopt the 100% completed plans, specifications, and engineer's estimate for CIP 2019-02 Slauson Avenue Congestion Relief Project; and authorize staff to proceed with bid advertisement for construction, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria.

NOES: None

4. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

MOTION: Councilmember Flores moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and adopt the 100% completed plans, specifications, and engineer's estimate for CIP 2019-14 ATP Cycle V Project; and authorize staff to proceed with bid advertisement for construction, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

5. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT

Item five (5) was pulled by City Manager Reyes.

Prior to item six (6) Councilmember Ortiz stepped away from the dais.

6. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

MOTION: Vice Mayor Macias moved to award the preparation of Plans, Specifications, and Estimate of CIP 2023-01 SB1 Street Enhancement Project to NCE for a not-to-exceed amount of \$136,800; and appropriate \$136,800 from State of California Senate Bill 1 funds allocated to the City for roadway resurfacing purposes (non-FY 2023-24 budgeted item); and authorize the Finance Department to provide an account number and project code for this specific project in order to process project invoices; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

STEPPED AWAY: Councilmember Ortiz

At the conclusion of item six (6) Councilmember Ortiz returned to the dais.

7. RESOLUTION APPOINTING AN ALTERNATE TO THE GOVERNING BOARD OF THE GATEWAY WATER MANAGEMENT AUTHORITY ("LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY")

MOTION: Vice Mayor Macias moved to adopt a Resolution appointing Steve Forster, Director of Community Development Director and Samantha Leyva, Public Works Management Analyst, as the alternates to the governing board of the Gateway Water Management Authority ("Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority"), seconded by Councilmember Martinez. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

8. CONSIDERATION AND APPROVAL TO PURCHASE A HEAVY-DUTY HYDRAULIC LIFT TO REPAIR THE CITY'S LARGE-SCALE VEHICLES AND SHUTTLES

MOTION: Vice Mayor Macias moved to dispense bidding process pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and approve the purchasing of a heavy-duty hydraulic lift to repair the City's large-scale vehicles and bus shuttles from Dr. Hydraulics, Inc. for the amount of \$125,000 payable from Account No. 741-8060-431.74-10; and authorize the City Manager to execute the quote (Attachment 1) the purchase order, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

9. CONSIDERATION AND APPROVAL TO RESTORE THE CLOCK AT THE CITY HALL TOWER

MOTION: Councilmember Ortiz moved to dispense bidding process pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and approve the restoration and installation of the clock at the City Hall Tower by Lumichron Commercial Clocks for a not-to-exceed amount of \$33,111.60 payable from Account No. 111-8024-421.73-10; and appropriate an additional amount of \$9,111.60 into Account No. 111-8024-421.73-10 since only \$24,000 was budget in FY 2023-24 for the repairs; and authorize the City Manager to sign the quotation and execute the purchase order, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

10. CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION'S QUALITY ASSURANCE PROGRAM

MOTION: Vice Mayor Macias moved to adopt a Resolution authorizing the City Engineer to sign the State of California Department of Transportation Quality Assurance Program and Manual; and authorize staff to submit the adopted Quality Assurance Program and conforming resolution to the State of California Department of Transportation, seconded by Councilmember Martinez. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, and Vice Mayor Macias and Mayor Sanabria

NOES: None

11. CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION TO CALRECYCLE FOR THE LEGACY DISPOSAL SITE ABATEMENT PARTIAL GRANT PROGRAM FY 2023-24

MOTION: Councilmember Flores moved to authorize staff to submit a funding application to CalRecycle for the Legacy Disposal Site Abatement Partial Grant Program FY 2023-24; and authorize the City Manager to sign all applicable documents, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

12. CONSIDERATION AND APPROVAL TO EXECUTE THE THIRD AMENDMENT WITH PACIFICA SERVICES, INC. TO PROVIDE LABOR COMPLIANCE SERVICES FOR TWO COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECTS IN FISCAL YEAR 2023-24

MOTION: Councilmember Flores moved to pursuant to Huntington Park Municipal Code section 2-5.19 Formal service contract procedure (b): Exception. When the City Manager or City Council authorizes the hiring of services for which standard specifications cannot be drawn because of: (4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value. When the City Council or City Manager finds that a service lends itself to written standard specifications, bidding for these services shall be conducted pursuant to Sections 2-5.12, 2-5.13 or 2-5.14. When value of any service shall be twenty-five thousand (\$25,000.00) dollars or more, the contract or purchase order shall not be executed unless approved by the City Council; and execute Pacifica Services, Inc.'s Third Amendment (Attachment 1) for labor compliance services associated with two Community Development Block Grant (CDBG) funded projects in Fiscal Year 2023-24 for a not-to-exceed amount of \$50,000 payable from Account No. 221-8010-431.76-12; and appropriate an additional \$50,000 into Purchase Order (PO) 2883 from State Gas Tax Fund Account No. 221; and authorize City personnel to execute the Third Amendment, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

CITY CLERK

13. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING A DESTRUCTION OF BUSINESS RECORDS OF THE CITY OF HUNTINGTON PARK POLICE DEPARTMENT

MOTION: Vice Mayor Macias moved to adopt Resolution authorizing and approving the destruction of certain business records no longer required as permitted by the City Retention Schedule, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARING(S)

Prior to the item fourteen (14) Councilmember Ortiz stepped away from the dais

14. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE (AMENDMENT 1) TO THE FY 2023-2024 ANNUAL ACTION PLAN (AAP) TO ALLOCATE UP TO \$1,208,584 TO AZURE DEVELOPMENT INC. FOR THE DEVELOPMENT OF AFFORDABLE HOUSING DEVELOPMENT PROJECTS FROM HOME INVESTMENT PARTNERSHIPS (HOME) FUNDS.

Mayor Sanabria opened the public hearing at 7:57pm. Public testimony was provided by Vanessa Delgado. Mayor Sanabria then closed the public hearing at 7:59pm.

MOTION: Vice Mayor Macias moved to approve Amendment 1 to the Annual Action Plan for FY 2023-2024; and amend the Fiscal Year 2023-2024 budget in accordance with the approved reallocation of funds as follows, seconded by Councilmember Martinez. Motion carried by unanimous consent.

AYES: Council Member(s): Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

STEPPED AWAY: Councilmember Ortiz

At the conclusion of item fourteen (14) Councilmember Ortiz returned to the dais.

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

Chief of Police Cosme Lozano announced that the community police academy is starting an eight (8) week session for interested community members starting September 6, 2023. He then announced the Movie with a Cop event at Keller Park on September 15,

2023, at 7:00pm and encouraged the community to attend and enjoy the food and other goodies.

Mayor Sanabria encouraged community members to take advantage of the community police academy and increase community readiness and preparedness.

Director of Parks and Recreation Cynthia Norzagaray announced the upcoming Walk for Wellness event that happens every third Tuesday of the month at Veterans Park. She also encouraged the community to come to the Freedom Park Friday's series from 3:00pm to 4:00pm on Fridays at Freedom Park.

Director of Communications Sergio Infanzon provided information on the various activities the city is offering and provided a summary of the three most recent newsletters provided to the community.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz announced that Nimitz Middle School is having a parent summit Saturday September 9, 2023 at 9:00am and invited her colleagues to attend.

Councilmember Martinez thanked staff for providing a safe space and then asked staff to provide an update on the memorial plaques at Freedom Park and think about using materials that would be less valued by thieves when replacing the memorials. He then thanked staff for the opportunity to provide feedback on the city website and suggested including a page dedicated to renters rights and information.

Councilmember Flores began by thanking the staff for their hard work and gave special thanks to Public Works department for their hard work improving the sidewalks around the city.

Vice Mayor Macias thanked the staff and directors for all their hard work and encouraged the community to continue providing feedback. She then briefly touched on her recent trip to Zacatecas Mexico where she had an opportunity to meet Mayor and take part in the festivities celebrating the city of Fresnillo Zacatecas 469 Anniversary. She added that a discussion took place about the possibility of having a basketball tournament with teams from Zacatecas participating against some of our local school children. She closed by displaying the key to the city that was presented to her on her trip to Zacatecas Mexico.

Mayor Sanabria started by thanking Vice Mayor Macias for her efforts in putting the community of Huntington Park first and doing a great job representing the city during great trips like the one she just came back from in Zacatecas Mexico. She then thanked staff for all their hard work. She then directed staff to please have the United States flag in front of City Hall replaced with a new flag.

ADJOURNMENT

Mayor Sanabria adjourned the meeting at 8:26 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday September 19, 2023 at 6:00 p.m.

Respectfully submitted,



Eduardo Sarmiento

Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	Local Grants	243	HUD 108 B03MC060566
201	State Grants	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	Federal Grants	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilzation
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	254	Home ARP Grant
212	P & R Grants	257	CDC Merged Project Fund
213	Park Facilities	258	CDC Merged Debt Service
214	Recreation Field Charter	259	CDC Low/Mod Income Housin
215	Trees for A Better Enviro	262	CDC Neighbor Preservn Cap
216	Employees Retirement Fund	263	CDC Neighbor Presrvn Debt
217	OPEB	264	CDC Nghbr Prsrvn Low/Mod
218	PARS	267	CDC Sta Fe Redev Project
219	Sales Tax-Transit Fund A	268	CDC Sta Fe Debt Service
220	Sales Tax-Transit C	269	CDC Sta Fe Low/Mod Income
221	State Gasoline Tax Fund	270	Successor Agency Merge
222	Measure R	271	Successor Agency Merg Prj
223	Local Origin Program Fund	272	Successor Agency Low Mod
224	Office of Traffc & Safety	273	Successor Agency NHP
225	Cal Cops Fund	274	Successor Agency NHP Prj
226	Air Quality Improv Trust	275	Successor Agency
227	Offc of Criminal Justice	276	SUCCESSOR AGENCY-GF
228	State Dept. of Justice	283	Sewer Maintenance Fund
229	Police Forfeiture Fund	285	Solid Waste Mgmt Fund

City of Huntington Park

FUND	DESCRIPTION
286	Illegal Disposal Abatement
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
787	Citywide CIP
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACCESS AUTO GLASS LLC	1175	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	275.00
ALL AMERICAN ASPHALT	3	111-0000-206.00-00	SB1 PROJECT CIP2022-01	\$275.00
ALL CITY MANAGEMENT SERVICES, INC	87439	111-7010-421.56-41	SCHOOL CROSSING GUARD SVC	30,555.18
				\$30,555.18
AMAZON.COM SERVICES, INC.				11,040.14
	11PJ-H1V6-HLRM	111-6010-451.61-20	OFFICE SUPPLIES	32.32
	19W6-116T-GFJV	111-6010-451.61-20	OFFICE SUPPLIES	67.84
	1J3C-R96J-FNKH	111-6010-451.61-20	OFFICE SUPPLIES	18.73
	1LGJ-FVDL-477Y	111-6010-451.61-20	OFFICE SUPPLIES	364.18
	1M7G-FPR6-9DVD	111-6010-451.61-20	OFFICE SUPPLIES	53.31
	1NML-13MQ-TQQW	111-6010-451.61-20	OFFICE SUPPLIES	12.12
	1CCQ-WG1Y-7QLC	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	175.24
	1H9F-FG6J-MYLT	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	32.61
	1ML4-4LLL-N14G	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	235.34
	1WRT-6FP7-YMRM	111-8020-431.61-20	SUPPLIES FOR PUBLIC WORKS	135.37
				\$1,127.06
AMTECH ELEVATOR SERVICES	151401289211	111-8022-419.56-41	ELEVATOR MAINTENANCE SVCS	1,040.43
	F10000135099	111-8022-419.56-41	ELEVATOR MAINTENANCE SVCS	150.00
				\$1,190.43
AT&T	000020481514	111-7040-421.56-41	PHONE SERVICE CALNET	536.49
	8/5/23-9/4/23	111-7040-421.56-41	PD INMATE PHONE SERVICE	201.88
				\$738.37
B.L. WALLACE DISTRIBUTOR INC.	20233487	221-8014-429.61-20	SUPPLIES FOR TRAFFIC SIGNAL	3,242.60
				\$3,242.60
BARCODES ACQUISITION INC	INV7147127	111-6010-451.61-20	OFFICE SUPPLIES	277.80
				\$277.80
BEAR ELECTRICAL SOLUTIONS, INC	19919	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANCE SVCS	130.00
	19920	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANCE SVCS	6,350.00
				\$6,480.00
BLACK AND WHITE EMERGENCY VEHICLES	5187	111-7010-421.56-41	INSTALLATION ON POLICE UNIT	100.00
				\$100.00
BROWNELLS INC	2023410580151	111-7010-421.61-20	FTU SUPPLIES	132.28
				\$132.28
BUENA PARK HONDA	506810	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	57.75
	506976	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	239.42
	506977	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	123.23
	506978	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	123.23
	507425	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	1,236.17
	CM505470	741-8060-431.43-20	CREDIT FOR PARTS	-17.24
				\$1,762.56
CALIFORNIA ASSOCIATION OF CODE	200026786	111-5055-419.59-15	PROFESSIONAL DEV TRAINING	40.00
				\$40.00
CALIFORNIA BUILDING STANDARDS COMM	1/1/20-3/1/20	111-0000-322.40-05	BSA SRF FEE	104.40
	1/1/21-3/1/2021	111-0000-322.40-05	BSA SRF FEE	247.76

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CALIFORNIA BUILDING STANDARDS COMM	1/1/23-3/1/2023	111-0000-322.40-05	BSA SRF FEE	12.08
	10/1/19-12/1/19	111-0000-322.40-05	BSA SRF FEE	72.20
	10/1/20-12/1/20	111-0000-322.40-05	BSA SRF FEE	83.00
	10/1/21-12/1/21	111-0000-322.40-05	BSA SRF FEE	113.00
	4/1/2020-6/1/20	111-0000-322.40-05	BSA SRF FEE	20.00
	4/1/21-6/1/2021	111-0000-322.40-05	BSA SRF FEE	306.76
	4/1/22-6/1/2022	111-0000-322.40-05	BSA SRF FEE	24.80
	4/1/23-6/1/2023	111-0000-322.40-05	BSA SRF FEE	98.00
	7/1/19-9/1/19	111-0000-322.40-05	BSA SRF FEE	72.00
	7/1/20-9/1/2020	111-0000-322.40-05	BSA SRF FEE	79.00
	7/1/21-9/1/2021	111-0000-322.40-05	BSA SRF FEE	183.00
	7/1/22-9/1/2022	111-0000-322.40-05	BSA SRF FEE	2.00
				\$1,418.00
CANNON CORPORATION	85760	681-8030-461.43-30	WATER ENGINEERING INVESTIGATION	2,248.00
				\$2,248.00
CAROLINA LOPEZ	9202023	111-0000-202.30-00	AVILA MEMORIAL SCHOLARSHIP	200.00
				\$200.00
CAVAZOS, LUCY	000024981	681-0000-228.70-00	WATER REFUND	31.11
				\$31.11
CENTRAL BASIN MWD	HP-AUG23	681-8030-461.41-00	IMPORTED WATER AUGUST 23	143,923.32
				\$143,923.32
CENTRAL FORD	32129	111-7010-421.43-20	TIRE SENSOR FOR POLICE UNIT	147.51
	32159	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	35.28
	32119	111-8085-431.43-21	PARTS FOR SHUTTLE	420.15
				\$602.94
CESAR MANUEK MURRIETA	08242023	111-9031-413.52-30	CLAIM SETTLEMENT	1,008.93
				\$1,008.93
CHACON, WALTER ARNOLDO	000019131	681-0000-228.70-00	WATER REFUND	63.02
				\$63.02
CHAMPION CJD	696765	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	367.62
	696857	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	119.15
				\$486.77
CHRISTINA PARRA HERNANDEZ	23PD-07	111-7010-421.56-41	JAILER CUSTODY OFFICER SVCS	600.00
				\$600.00
COALITION FOR RESPONSIBLE COMMUNITY	FM1361	111-7024-421.56-41	JANITORIAL SERVICES	5,007.68
	FM1361	111-8020-431.56-41	JANITORIAL SERVICES	2,226.67
	FM1361	111-8022-419.56-41	JANITORIAL SERVICES	6,180.51
	FM1361	111-8023-451.56-41	JANITORIAL SERVICES	16,614.77
				\$30,029.63
COLIMA GLASS & WINDOW CORP	4913	111-8023-451.43-10	COMMUNITY CENTER REPLACEMENT	580.00
				\$580.00
COMMONWEALTH LAND TITLE COMPANY	1005	242-5070-463.57-35	AMADA TOWNHOMES LLC ESCROW	379,045.00
	1005	242-5070-463.57-36	AMADA TOWNHOMES LLC ESCROW	420,106.50

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COMMONWEALTH LAND TITLE COMPANY	1005	242-5070-463.57-37	AMADA TOWNHOMES LLC ESCROW	131,621.50
				\$930,773.00
COMMUNITY VETERINARY HOSPITAL INC	500124	111-7010-421.56-41	K9 BOARDING SVCS	576.00
	500973	111-7010-421.56-41	K9 BOARDING SVCS	349.00
	503892	111-7010-421.56-41	K-9 DOC PHYSICAL EXAM	1,271.75
				\$2,196.75
CONCENTRA MEDICAL CENTERS	80374817	111-2030-413.56-41	PHYSICAL EXAM EMPLOYEE	1,863.00
				\$1,863.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW2309110154	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANCE SVC	1,403.07
				\$1,403.07
CRYSTAL WELDING INC	50003968	111-8023-451.56-41	SUPPLIES FOR PUBLIC WORKS	27,466.56
				\$27,466.56
DAILY JOURNAL CORPORATION	1124127366	111-1010-411.54-00	NEWSPAPER SERVICES	1,385.25
	A3737701	111-1010-411.54-00	PUBLIC HEARING	84.00
	A3739764	111-1010-411.54-00	PUBLIC HEARING	50.75
	B3737169	111-1010-411.54-00	PUBLIC HEARING	168.37
	B3737188	111-1010-411.54-00	PUBLIC HEARING	164.11
				\$1,852.48
DANIEL CAMACHO	63459	111-0110-411.66-05	COUNCIL MEETING DINNER	263.50
				\$263.50
DAPEER, ROSENBLIT & LITVAK	21959	111-5020-411.32-70	PROFESSIONAL SERVICES	1,799.38
	21961	111-5020-411.32-70	PROFESSIONAL SERVICES	767.63
	21962	111-5020-411.32-70	SPECIALIZED LEGAL SVCS	350.36
	21963	111-5020-411.32-70	SPECIALIZED LEGAL SVCS	112.50
	21964	111-5020-411.32-70	SPECIALIZED LEGAL SVCS	807.20
	21965	111-5020-411.32-70	SPECIALIZED LEGAL SVCS	232.82
				\$4,069.89
DATA TICKET INC.	156101	111-7040-421.56-41	WEBSITE ONLINE ACCESS	12.50
	156112	111-7040-421.56-41	WEBSITE ONLINE ACCESS	12.50
				\$25.00
DATAPROSE, INC.	DP2303512	681-3022-415.53-20	POSTAGE FEES	1,674.22
	DP2303512	681-3022-415.56-41	CONTRACT FEES	1,447.93
				\$3,122.15
DAY WIRELESS SYSTEMS	INV787991	111-7010-421.74-10	ACCESSORY HARDWARE PD	2,608.78
				\$2,608.78
DE LAGE LANDEN	80961844	111-9010-419.44-10	PRINTER LEASE	2,092.12
				\$2,092.12
DEPARTMENT OF JUSTICE	678128	111-7010-421.56-41	FINGERPRINT APPS	875.00
				\$875.00
DF POLYGRAPH	2023/6	111-7010-421.56-41	POLYGRAPH EXAMINATION	1,000.00
				\$1,000.00
DOOLEY ENTERPRISES, INC.	66393	111-7010-421.61-20	AMMUNITION FOR OFFICERS	1,887.78
	66394	111-7010-421.61-20	AMMUNITION FOR OFFICERS	827.52
	66395	111-7010-421.61-20	AMMUNITION FOR OFFICERS	1,863.00

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DOOLEY ENTERPRISES, INC.	66396	111-7010-421.61-20	AMMUNITION FOR OFFICERS	1,863.00
				\$6,441.30
DUNN EDWARDS CORPORATION	2009A16308 2009A16421 2009A16558 2009A16571 2009A16572 234911	111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVAL CREDIT PAINT REMOVAL	667.66 945.22 209.86 161.16 77.47 -945.17
				\$1,116.20
EDWIN RUANO	8238	111-8020-431.43-10	FLOODING REPLACEMENT PW	1,965.00
				\$1,965.00
ESTELA RAMIREZ	5224	111-6060-466.33-20	AEROBIC CLASSES	420.00
				\$420.00
FAIR HOUSING FOUNDATION	08182023 09112023	239-5210-463.57-87 239-5210-463.57-87	PERSONNEL COSTS OPERATION PERSONNEL COSTS OPERATION	1,667.15 1,636.88
				\$3,304.03
FM THOMAS AIR CONDITIONING INC	45522 45523	111-8022-419.56-41 111-8022-419.56-41	ADDITIONAL MAINTENANCE ADDITIONAL MAINTENANCE	1,380.39 232.50
				\$1,612.89
GEORGE CHEVROLET	144676CVW 145130CVW 146085CVW 147196CVW CM144676CVW CM145130CVW CTCS436168 CTCS436685 CM144724CVW	111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20 741-8060-431.43-20	CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CREDIT FOR PARTS CREDIT FOR PARTS CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CREDIT MEMO FOR PARTS	447.65 447.65 38.80 447.01 -137.82 -137.82 926.09 89.30 -49.62
				\$2,071.24
GEOSYNTEC CONSULTANTS, INC.	21506395 21521108 21526542 519944 519945 526831	111-5010-419.56-41 111-5010-419.56-41 111-5010-419.56-41 111-5010-419.56-49 111-5010-419.56-49 111-5010-419.56-49	ECRG CONSULTING SERVICES ECRG CONSULTING SERVICES ECRG CONSULTING SERVICES PROFESSIONAL SVCS PROFESSIONAL SVCS PROFESSIONAL SVCS	135,572.19 2,685.73 12,565.69 111,387.44 1,346.47 190,931.50
				\$454,489.02
GLOBAL EQUIPMENT COMPANY INC.	120891364	111-8020-431.43-10	WATER DISPENSER PW	270.03
				\$270.03
GLOCK PROFESSIONAL, INC.	TRP/100187771 TRP/100188139	111-7010-421.59-10 111-7010-421.59-10	REGISTRATION CHECK REGISTRATION CHECK	250.00 250.00
				\$500.00
GONZALEZ, MARIA G	000013371	681-0000-228.70-00	WATER REFUND	10.00
				\$10.00
GUTIERREZ BACKGROUND INVESTIGATIONS	2023-9	111-7010-421.56-41	FULL BACKGROUND FOR PD	1,000.00
				\$1,000.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HAJOCÀ CORPORATION	S169263958.001	111-8024-421.43-10	PD BUILDING SUPPLIES	49.96
	S169263958.003	111-8024-421.43-10	PD BUILDING SUPPLIES	41.80
	S169265590.001	111-8024-421.43-10	PD BUILDING SUPPLIES	62.17
HASA, INC.	917258	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	\$153.93
	917259	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	403.14
	919079	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	262.49
	919080	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	408.59
HINDERLITER DE LLAMAS & ASSOCIATES	917258	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	338.26
	917259	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	\$1,412.48
	SIN031264	111-9010-419.56-41	CONTRACT SERVICES	1,342.95
				\$1,342.95
IBE DIGITAL	458442	111-9010-419.44-10	TONER FINANCE DEPT	36.14
INFRASTRUCTURE ARCHITECTS INC	411	111-5010-419.56-41	ARCHITECTURAL SERVICES	\$36.14
				9,188.00
				\$9,188.00
INFRASTRUCTURE ENGINEERS	28728	111-5010-419.56-49	BUILDING SAFETY SVCS	45,545.00
	28759	111-5010-419.56-49	BUILDING SAFETY SVCS	14,773.00
	28761	111-5010-419.56-49	PLANNING SVCS	3,150.00
	28771	111-8031-433.76-17	6900.39 CIP 2022-12	1,811.25
	28736	111-8080-431.56-62	CITY ENGINEERING SVCS	38,903.50
	28763	202-8080-431.76-23	CIP2019-14 ATP CYCLE V	6,147.00
	28772	210-8080-434.56-41	6900.40 CIP 2022-11	19,083.75
	28736	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28752	222-8010-431.76-06	6900.23 CIP 2019-02	1,247.25
	28762	222-8010-431.76-06	6900.23 A01 CIP 2019-02	7,470.75
	28736	681-8030-461.56-41	CITY ENGINEERING SVCS	14,500.00
INNER CITY VISIONS				\$158,364.50
	1018	239-5210-463.56-41	HOMELESS OUTREACH	9,896.00
	1019	239-5210-463.56-41	HOMELESS OUTREACH	9,658.00
				\$19,554.00
JCL TRAFFIC	120880	221-8012-429.61-20	ST SWEEPING SIGNS	1,262.91
JERRY'S AUTO BODY, INC.	32913	111-7010-421.43-20	PAINT JOB FOR PD UNIT	\$1,262.91
	32919	111-7010-421.43-20	BODY WORK FOR POLICE UNIT	3,461.30
				2,448.34
JESUS VERDIELL	09062023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	\$5,909.64
				17.94
JOEL GORDILLO	JG202309	111-1010-411.56-41	MEDIA TECHNICIAN SVC	\$17.94
				1,650.00
JOSE LUIS ARIAS	09052023	111-0000-322.10-10	REFUND ELECTRICAL PYMT	\$1,650.00
				552.76
JOSEPH LOPEZ	06052023	111-7010-421.59-10	REIMBURSEMENT	\$552.76
	06122023	111-7010-421.59-10	REIMBURSEMENT	269.26
				403.89
				\$673.15

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JTB SUPPLY COMPANY INC	112387	221-8014-429.74-10	PW SUPPLIES	14,561.31
				\$14,561.31
KIMBALL MIDWEST	101336651	111-8020-431.61-20	SUPPLIES FOR PW	215.16
				\$215.16
KONICA MINOLTA BUSINESS SOLUTIONS	289316679	111-6010-451.56-41	LEASE PRINTER	241.40
				\$241.40
LAN WAN ENTERPRISE, INC	74394	111-7040-421.56-41	ANNUAL AGREEMENT RENEWAL	4,153.35
	74434	111-7040-421.56-41	MONTHLY RECURRING ADD ONS	4,738.00
	74448	111-7040-421.56-41	MONTHLY RECURRING ADD ONS	4,738.00
	74449	111-7040-421.56-41	MONTHLY RECURRING ADD ONS	4,738.00
	74432	111-9010-419.56-41	MONTHLY RECURRING AGREEMENT	3,393.00
				\$21,760.35
LAW ENFORCEMENT TARGETS INC	0579243-IN	111-7010-421.61-20	FIREARMS TRAINING UNIT	517.99
				\$517.99
LB JOHNSON HARDWARE CO.	128412	111-8023-451.43-10	SUPPLIES FOR KELLER PARK	153.16
	128417	111-8023-451.43-10	SUPPLIES FOR PEREZ PARK	21.87
	128378	535-8016-431.61-45	SUPPLIES FOR ST LIGHT	165.27
				\$340.30
LC ACTION POLICE SUPPLY	456732	111-7010-421.61-20	SUPPLIES FOR POLICE DEPT	1,117.65
	456794	111-7010-421.61-20	SUPPLIES FOR POLICE DEPT	1,557.06
				\$2,674.71
LEAGUE OF CALIFORNIA CITIES	4156	111-0210-413.64-00	LA COUNTY DIVISION DUES	1,218.00
				\$1,218.00
LINDA V LEYVA	57522-000152	111-9010-419.56-41	CITY WIDE PHOTOS	2,950.00
				\$2,950.00
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0429238	681-8030-461.42-05	HAZARDOUS MATERIALS PRG	620.00
	IN0429598	681-8030-461.42-05	HAZARDOUS MATERIALS PRG	620.00
	IN0430740	681-8030-461.42-05	HAZARDOUS MATERIALS PRG	620.00
	IN0431358	681-8030-461.42-05	HAZARDOUS MATERIALS PRG	620.00
	IN04332932	741-8060-431.42-05	HAZARDOUS DISCLOSURE PROG.	454.00
				\$2,934.00
LUXURY AUTO BODY	PW6025	111-7010-421.43-20	BODY WORK FOR PD UNIT	6,939.31
				\$6,939.31
MANUEL FIERROS	05012023	239-5280-490.51-05	RENTAL ASSITANCE PROGRAM	1,320.00
	06012023	239-5280-490.51-05	RENTAL ASSITANCE PROGRAM	1,320.00
	07012023	239-5280-490.51-05	RENTAL ASSITANCE PROGRAM	1,320.00
				\$3,960.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	681-8030-461.62-20	WATER FOR FREEDOM PARK	1,525.66
	312600352	681-8030-461.62-20	WATER FOR FREEDOM PARK	341.62
	312600353	681-8030-461.62-20	WATER FOR FREEDOM PARK	1,332.11
				\$3,199.39
MCMASTER-CARR SUPPLY CO.	12526254	111-8022-419.43-10	CITY HALL SUPPLIES	733.80
				\$733.80

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October 3, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MIGUEL CISNERO	4164	111-0110-411.66-05	DESSERT COUNCIL MEETING	36.00
MOTOROLA SOLUTIONS, INC	8281716104	111-7010-421.73-10	SUPPLIES FOR POLICE DEPT	\$36.00
MUNICIPAL WASTE SOLUTIONS	2010	285-8050-432.56-41	SB1383 IMPLEMENTATION ASST	\$1,875.35
MYERS AND SONS HI-WAY SAFETY, INC	147331	221-8010-431.61-21	PORTABLE STOP SIGN	\$17,080.00
NAPA AUTO PARTS	4832-579908	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	\$1,792.53
NATIONWIDE ENVIRONMENTAL SERVICES	33385 33386 33385	111-8031-433.56-41 111-8070-431.56-41 221-8010-431.56-41	ST SWEEPING SVCS BUS STOP MAINT SVCS ST SWEEPING SVCS	\$118.79 20,114.31 21,228.39 42,333.39
NORM REEVES FORD SUPERSTORE	994843 997501 998403	111-7010-421.43-20 111-7010-421.43-20 111-7010-421.43-20	CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT	\$83,676.09 4,923.39 831.08 417.00
NORTH STAR LAND CARE	1601-605	535-8090-452.56-60	CONTRACTURAL SVCS	\$6,171.47 18,720.00
O'REILLY AUTO PARTS	2959-360761 2959-361175 2959-363301 2959-364038	111-7010-421.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.61-20	CAR PARTS FOR POLICE UNIT SUPPLIES FOR PW MAINT CAR PARTS FOR PW UNITS FLEET SUPPLIES	\$18,720.00 19.12 2,233.78 281.58 61.49
PACIFICA SERVICES INC.	346-14 346-15	221-8010-431.76-12 221-8010-431.76-12	CIP 2021-01 SB1 CDBG CIP 2021-01 SB1 CDBG	\$2,595.97 1,855.00 1,560.00
PITNEY BOWES	3106247006 3106247216	111-9010-419.53-20 111-9010-419.53-20	LEASE INVOICE LEASE INVOICE	\$3,415.00 561.29 362.71
PITNEY BOWES GLOBAL FINANCIAL	3106233846	111-7040-421.56-41	DIGITAL MAILING SYSTEM	\$924.00 593.32
PSYCHOLOGICAL CONSULTING ASSOC, INC	526624	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	\$593.32 440.00
PURCHASE POWER	800090000114260	111-7040-421.56-41	POSTAGE FEES	\$440.00 551.47
RANDALL HENRIQUEZ	08282023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	\$551.47 432.30
REXEL COMMERCIAL & INDUSTRIAL	S137351929.001	535-8016-431.61-45	ST LIGHT ELECTRICAL SUPPLIES	\$432.30 2,486.03
ROADLINE PRODUCTS INC	18944	741-8060-431.43-20	CAR PARTS FOR PW UNIT	\$2,486.03 1,868.74
				\$1,868.74

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RUANO, JOHN	000022895	681-0000-228.70-00	WATER REFUND	79.03
				\$79.03
RWC GROUP	XA301134575:01	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	244.45
				\$244.45
SAMUEL GARCIA	801	111-7010-421.59-10	LAW ENFORCEMENT SEMINAR	300.00
				\$300.00
SC FUELS	IN-0000347881	741-8060-431.62-30	FUEL PURCHASE	29,150.67
				\$29,150.67
SCHAEFFER MANUFACTURING COMPANY	LP2007-INV1	741-8060-431.62-30	PURCHASE OF SYNTHETIC PLUS	1,598.95
	LP2008-INV1	741-8060-431.62-30	PURCHASE OF SYNTHETIC PLUS	1,598.95
				\$3,197.90
SINATRA UNIFORM, INC	SU10764	111-7010-421.61-20	NEW EMPLOYEE UNIFORM	197.50
				\$197.50
SOUTHERN CALIFORNIA EDISON	6/23/23-7/25/23	111-9010-419.62-70	ELECTRICAL SVC ST LIGHT OLIVE ST	50.83
	6/15/23-7/17/23	681-8030-461.62-20	ELECTRICAL SVC BEAR/FLORENCE	9,345.20
	6/27/23-7/27/23	111-9010-419.62-70	ELECTRICAL BILL VARIOUS LOCATION	4,744.92
	6/15/23-7/17/23	111-9010-419.62-70	ELECTRICAL SVC 6900 BISSELL	2,955.12
	6/1/23-6/30/23	111-9010-419.62-70	ELECTRICAL SVC VARIOUS ST LIGHTS	21,910.44
	6/1/23-6/30/23	681-8030-461.62-20	ELECTRICAL SVC VARIOUS ST LIGHTS	8,949.33
				\$47,955.84
SOUTH COAST AIR QUALITY MGMT DISTR.	4224942	741-8060-431.42-05	EMISSION FEES	504.91
	4227964	741-8060-431.42-05	EMISSION FEES	160.35
				\$665.26
SPARKLETT'S	15142085090723	111-9010-419.61-20	WATER FOR VARIOUS DEPT	1,182.16
				\$1,182.16
SPARTANS CARWASH	157	111-7010-421.43-20	DETAILING SVCS PD UNIT	220.00
	158	111-7010-421.43-20	FULL DETAILING SVC PD UNI	530.00
				\$750.00
SPECTRATURF	18162	111-8023-451.43-10	SUPPLIES FOR FREEDOM PARK	1,181.56
				\$1,181.56
STAPLES ADVANTAGE	8071091803	111-0110-411.61-20	OFFICE SUPPLIES	112.34
	8071413694	111-0110-411.61-20	OFFICE SUPPLIES	120.99
	8071091803	111-0110-411.66-05	OFFICE SUPPLIES	53.72
	8071413694	111-0110-411.66-05	OFFICE SUPPLIES	354.02
	8071091803	111-0210-413.61-20	OFFICE SUPPLIES	630.68
	8071413694	111-0210-413.61-20	OFFICE SUPPLIES	148.82
	8071413694	111-0310-413.61-20	OFFICE SUPPLIES	113.28
	8071091803	111-1010-411.61-20	OFFICE SUPPLIES	105.79
	8071413694	111-2030-413.61-20	OFFICE SUPPLIES	293.65
	8071091803	111-3010-415.61-20	OFFICE SUPPLIES	405.05
	8071413694	111-3010-415.61-20	OFFICE SUPPLIES	199.56
	8071091803	111-5010-419.61-20	OFFICE SUPPLIES	671.37
	8071413694	111-5010-419.61-20	OFFICE SUPPLIES	101.22

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8071413694	111-6010-451.61-20	OFFICE SUPPLIES	270.32
	8071091803	111-6065-466.61-20	OFFICE SUPPLIES	161.74
	8071091803	111-7010-421.61-20	OFFICE SUPPLIES	163.66
	8071413694	111-7010-421.61-20	OFFICE SUPPLIES	548.29
				\$4,454.50
STEAMX, LLC	66803	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK UNIT	165.38
	66804	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK UNIT	364.65
				\$530.03
SUNBELT RENTALS INC	136387579-0010	111-8010-431.44-10	RENTAL OF DIESEL GENERATOR	3,302.50
	138489350-003	111-8010-431.44-10	RENTAL OF DIESEL GENERATOR	741.48
				\$4,043.98
SUPERIOR ELECTRIC SERVICE INC	133252	111-8024-421.43-10	SUPPLIES FOR PD BUILIDNG	887.83
				\$887.83
SVPP PROPERTIES, LLC	000024471	681-0000-228.70-00	WATER REUND	716.14
				\$716.14
T-MOBILE USA	7/21/23-8/20/23	111-9010-419.53-10	PHONE USAGE PUBLIC WORKS	1,303.62
				\$1,303.62
THE APOCALYPSE LLC/ DANIEL MUR	000024763	681-0000-228.70-00	WATER REFUND	1,017.28
				\$1,017.28
THE FLAG SHOP	21003	111-0110-411.61-20	SUPPLIES FOR MAYOR	215.43
				\$215.43
THORSON MOTOR CENTER	481896BUR	741-8060-431.43-20	CAR PARTS FOR PW UNIT	546.13
				\$546.13
TIME WARNER CABLE	106964801090123	111-7040-421.56-41	ICI SYSTEM JPA	685.94
				\$685.94
TIREHUB, LLC	36773844	111-7010-421.43-20	TIRES FOR POLICE UNIT	843.19
				\$843.19
TOMAS PEREZ	082123-090123	111-7010-421.43-20	MILEAGE REIMBURSMENT	205.67
				\$205.67
TYLER TECHNOLOGIES, INC.	045-436640	111-9050-419.43-15	FINANCIAL SYSTEM	1,480.00
				\$1,480.00
UNDERGROUND SERVICE ALERT OF SO CAL	23-240526	221-8014-429.56-41	CA STATE FEE REGULAR COST	111.04
	620230134	221-8014-429.56-41	DIG ALERT MONTH OF JUNE	312.75
	820230131	221-8014-429.56-41	NEW TICKET CHARGES AUGUST	321.50
				\$745.29
VALLEY ALARM	1133081	111-8020-431.56-41	FIRE AND SECURITY ALARM	665.33
	1133081	111-8022-419.56-41	FIRE AND SECURITY ALARM	665.33
	1133081	111-8023-451.56-41	FIRE AND SECURITY ALARM	715.28
				\$2,045.94
VALLEY VISTA SERVICES INC	0005355646	111-8027-431.56-59	SOLID WASTE HANLDING SVCS	19,130.00
				\$19,130.00
VARGAS, DEMETRIO	000020039	681-0000-228.70-00	WATER REFUND	100.00
				\$100.00
VULCAN MATERIALS COMPANY	73763267	111-8010-431.61-20	ASPHALT FOR CITY STREETS	730.78
				\$730.78

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WEST & ASSOCIATES ENGINEERING, INC	1008.16.06-15	202-8080-431.76-21	CIP 2018-11 ATP CYCLE IV	3,900.00
	1008.16.06-16	202-8080-431.76-21	CIP 2018-11 ATP CYCLE IV	3,950.00
XEROX FINANCIAL SERVICES	4721160	111-8020-431.43-05	LEASE PAYMENT FOR COPIER	59.99
	4721160	285-8050-432.43-05	LEASE PAYMENT FOR COPIER	59.99
	4721160	681-8030-461.43-05	LEASE PAYMENT FOR COPIER	59.98
YUHAN ZIPPER INC.	000023813	681-0000-228.70-00	WATER REFUND	987.16
				\$987.16
				\$2,229,708.57

ITEM 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE EXTENSION OF THE TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA FE AVENUE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Staff recommends that the City Council waive full reading and adopt Ordinance by title extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Torrance Pipeline Company LLC (Franchisee) is a petroleum transport company based in Delaware. The franchisee operates a 1.09-mile, 12-inch diameter crude oil pipeline that runs along Santa Fe Avenue. The franchise agreement was originally established with Exxon Mobile Oil Corporation on January 3, 1984 via Ordinance No. 353-NS and amended by Ordinances 535-NS, 716-NS and 927-NS. Ordinance 2016-951 approved the transfer of the franchise from Exxon Mobile Oil Corporation to Torrance Pipeline Company LLC on November 15, 2016 (Exhibit A). The current franchise agreement expires on December 17, 2023. The franchisee reached out to the City requesting an extension (Attachment 1).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The franchise agreement was originally established with Exxon Mobile Oil Corporation on January 3, 1984 via Ordinance No. 353-NS. Ordinance 535-NS, was passed and adopted by the City Council at the regular scheduled meeting of December 20, 1993. The ordinance granted a franchise agreement for a 10-year period. After the 10-year period, the City Council adopted Ordinance 716-NS on November 17, 2003. Adoption of Ordinance 927-NS extended the agreement for another 10 years.

SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE EXTENSION OF THE TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT

October 3, 2023

Page 2 of 2

Ordinance 2016-951 approved the transfer of the franchise from Exxon Mobile Oil Corporation to the Franchisee on November 15, 2016. Franchisee is seeking approval to continue and operate the pipeline for an additional 10 years via the adoption of this ordinance (Attachment 2). The California Public Utilities Commission (PUC) under California Code, Public Utilities Code - PUC § 6231.5 regulates the franchisee and the impact fees paid to the City.

The State Clearinghouse had reviewed the California Environmental Quality Act (CEQA) documents and deemed the transportation of hydrocarbon in conformance with State regulations and applicable safety standards.

The Department of Forestry and Fire Protection Office of the State Fire Marshal Pipeline Safety Division confirmed that Torrance Pipeline Company complies with federal and state regulations as it pertains to the protection of underground substructures within the City of Huntington Park (Attachment 3).

FISCAL IMPACT

The PUC regulates the fee associated with operating the pipeline. The diameter and length of the pipe dictate the annual base rate fee, which is multiplied by the Consumer Price Index for the County of Los Angeles. This is published by the United States Department of Labor, Office of Information every September and payment is due in the next subsequent year. Per the Finance Department, the Franchisee paid the following over the past five years:

Payment Date	Year End Date	Amount (\$)
March 14, 2023	December 18, 2022	\$19, 829.82
March 14, 2022	December 18, 2021	\$18, 393.16
March 5, 2021	December 18, 2020	\$17, 584.76
February 21, 2020	October 31, 2019	\$17, 376.28
February 25, 2019	October 31, 2018	\$16, 871.34

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

**SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE
EXTENSION OF THE TORRANCE PIPELINE COMPANY LLC'S FRANCHISE
AGREEMENT**

October 3, 2023

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CESAR ROLDAN
Director of Public Works

ATTACHMENT

1. Torrance Pipeline Extension Request
2. Ordinance adopting the extension of the Torrance Pipeline Company LLC's franchise agreement to continue and operate and maintain a pipeline and appurtenances to transport hydrocarbon on Santa Fe Avenue
 - a. Exhibit A - Ordinance No. 2016-951
3. CalFire Letter of Compliance

○

ATTACHMENT “A”

○



Torrance Pipeline
Company LLC
12851 East 166th Street
Cerritos, California 90703
www.pbfenergy.com

CERTIFIED MAIL

April 11, 2023

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

Attn: Mr. Ricardo Reyes
City Manager

**RE: FRANCHISE ORD. NO. 535-NS
(as amended by Ordinance 716-NS
Our File: R/W 4416-C**

At present, Torrance Pipeline Company LLC maintains approximately 1.09 miles of pipeline within the City of Huntington Park under the authority of Ordinance No. 535-NS and its amendment Ordinance No. 715-NS. This franchise is scheduled to expire December 17, 2023.

It is our desire to continue our rights within the City of Huntington Park without interruption beyond the franchise current expiration date. With this in mind, please advise the undersigned of any necessary procedures, that we may initiate to secure a renewal or extension of the subject pipeline franchise.

I look forward to working with City Staff on this, should you have questions, or require additional information, please contact me at (310) 212-4468.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MEidman'.

Michael Eidman
Right of Specialist II
Torrance Pipeline Company LLC.

ATTACHMENT "B"

ORDINANCE NO. 2016-951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE TRANSFER OF ORDINANCE NO. 353-NS TO TORRANCE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY TO CONSTRUCT, LAY, OPERATE, TEST, MAINTAIN, USE, RENEW, REPAIR, REPLACE, MOVE, CHANGE THE SIZE AND NUMBER OF, AND REMOVE OR ABANDON IN PLACE PIPELINES AND APPURTENANCES, FOR THE PURPOSE OF CONDUCTING, TRANSPORTING, CONVEYING AND CARRYING GAS, OIL, PETROLEUM PRODUCTS AND WATER, ON, ALONG, IN, UNDER AND ACROSS PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF HUNTINGTON PARK

The City Council of the City of Huntington Park does ordain as follows:

Section 1: DEFINITIONS:

Whenever in this Ordinance the words or phrases defined in this section are used, it is intended that they will have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context in which they are used clearly imports a different meaning):

- a) The word "Grantee" means legal person, corporation or entity to which the Franchise contemplated in this Ordinance is granted and its lawful successors and assigns.
- b) The word "City" means the City of Huntington Park, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- c) The word "streets" means the public streets, ways, alleys and places as the same now or may hereafter exist within the City.
- d) The phrase "pipelines and appurtenances" means pipe, pipeline, cable, main, flanges, vent, vault, manhole, meter, gauge, regulator, valve, conduit, attachment, cathodic protection equipment and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in, or in carrying on the business of, conducting, transporting, conveying and carrying gaseous substances, oil, petroleum products, and water.

1 e) The phrase "lay and use" means to lay, construct, excavate, erect, install,
2 encroach, operate, maintain, use, repair, replace, relocate, or remove.

3 f) The word "Franchise" means and includes any authorization granted by
4 this ordinance in terms of a Franchise, privilege, permit, license or otherwise to lay and
5 use a system of pipelines and appurtenances for conducting, transporting, conveying,
6 and carrying gas, oil, petroleum products and water for any and all purposes in, along,
7 across, upon, over, and under streets within the City. Any authorization, in whatever
8 terms granted, means and includes any license or permit required for the privilege of
9 transacting and carrying on the Grantee's pipeline business within the City.

10

11 **Section 2: NATURE OF FRANCHISE:**

12 The existing Franchise privilege and right, granted by the City to ExxonMobil Oil
13 Corporation pursuant to Ordinance No. 353-NS as amended by Ordinance 535-NS,
14 716-NS and 927-NS, is hereby transferred to Torrance Pipeline Company LLC, a
15 Delaware limited liability company and its successors and assigns, for a term
16 commencing from and after the date of the adoption of this Ordinance, and ending on
17 December 18, 2023, to continue to maintain a certain twelve (12") inch pipeline and no
18 others, and to operate, maintain, use, repair, replace, and/or remove said pipeline,
19 together with all valves, fittings, manholes, service connections, appurtenances, and
20 the equipment as the Grantee, its successors and assigns, may deem necessary or
21 convenient, in, under and along the easterly forty (40') feet of Santa Fe Avenue, within
22 the City limits, together with the right to carry, transport, convey and conduct oil,
23 petroleum, gas, gasoline, water and other substances in and through said facilities.

24 The pipelines and appurtenances will be operated, maintained, replaced or repaired in
25 conformity with all ordinances, rules or regulations in effect at the time of granting of
26 this Franchise, or as prescribed by the City Council and in accordance with the terms
27 and conditions of any permit issued by the Community Development Director or
28 designee.

1 **Section 3: LOCATION OF PIPELINES AND APPURTEANCES:**

2 So far as is practicable, any pipelines and appurtenances laid pursuant to this
3 Franchise will be located along the edge or shoulder of the streets or in the parking
4 areas adjacent to the streets so as not to unreasonably disturb the flow of traffic and
5 where possible will be laid in the unpaved portion of the street.
6 All pipelines and appurtenances will be located in conformity with the orders of the
7 Community Development Director of the City of Huntington Park (the "Community
8 Development Director").

9

10 **Section 4: RIGHT TO CONSTRUCT AND MAINTAIN PIPELINES AND**
11 **APPURTEANCES:**

12 The Grantee will have the right to construct and maintain pipelines and appurtenances
13 as may be necessary or convenient for the proper maintenance and operation of the
14 pipelines and appurtenances under the Franchise. The Grantee has the right, subject
15 to such City ordinances, rules, or regulations as are now or may hereafter be in force,
16 to make all necessary excavations in the streets, for the construction, testing, and
17 repair of new or existing pipelines and appurtenances.

18

19 **Section 5: TERM:**

20 This Franchise is hereby granted to Grantee for a term commencing from and after the
21 date of the adoption of this Ordinance, and ending on December 18, 2023, subject to
22 all of the limitations and restrictions herein contained. Grantee shall have the option to
23 request an extension of this Franchise for two additional 5 year terms (the "Subsequent
24 Terms"). Grantee may exercise its rights to request the extensions of the Franchise by
25 requesting the extensions in writing, pursuant to the notification requirements as
26 outlined in Section 20, no later than ninety days prior to the expiration of the then
27 current term. City may, in its sole discretion, grant the requested extensions.

28 **Section 6: COMPENSATION:**

1 As consideration for the Franchise herewith granted, the Grantee shall pay to the City
2 the following fees:

3 A. The Grantee shall pay to the City a base annual fee of \$8,906.75 which is
4 based on a rate of \$1.549 per linear foot of 12-inch internal diameter pipeline (there are
5 5,750 linear feet of 12-inch pipeline in City's streets, pursuant to this Ordinance).
6 Payment is due annually in arrears with first payment due March 2017 and annually
7 thereafter following the enactment of this Ordinance.

8 B. The compensation provided for in section 6A shall be subject to an
9 increase after the first year of the anniversary date of the Franchise and each
10 subsequent year thereafter during the term of this Franchise. The amount of increase
11 shall be computed pursuant to the Producer Price Index for all commodities in the
12 following manner:

13 Effective upon approval of this Ordinance, the base CPI for computing the adjustment
14 is the Consumer Price Index, all Urban Consumers for the Los Angeles-Anaheim-
15 Riverside Area (1982-84 = 100) (hereinafter referred to as the "Index"), for the period of
16 July 1991, with said index having a value set at 141.5 (hereinafter referred to as the
17 "Beginning Index"). If the Index published in September for each year proceeding
18 Payment due date (hereinafter referred to as the "Extension Index") has increased over
19 the prior year's Extension Index, the Franchise fee for the following year (until the next
20 adjustment) shall be set by multiplying the Franchise fee set forth in Section 6A by a
21 fraction, the numerator of which is the Extension Index and the denominator of which is
22 the Beginning Index. In no case shall this increased compensation be less than the
23 Franchise fee set forth in Section 6A. If the Index is discontinued or revised during the
24 term, such other mutually agreeable governmental index or computation with which it is
25 replaced shall be used in order to obtain substantially the same results that would be
26 obtained if the index had not been discontinued or revised.
27 For pipelines with an internal diameter not listed above, the fees shall be computed at
28 an annual rate of one dollar and sixty-eight cents per cubic foot.

1

2 Removal or Abandonment

3 1) Notwithstanding the provisions of Sections, A and B of Section 6 the
4 Grantee shall be liable to pay the City the annual fee for the period to and including the
5 date of either actual removal of the facilities, or the effective date of the properly-
6 approved abandonment "in place" authorized by the City, and until the Grantee shall
7 have fully complied with all the provisions of law or ordinances relative to such
8 abandonments.

9 2) In the event of partial abandonment of facilities with the approval of the
10 City as elsewhere in the ordinance provided, or in the event of partial removal of such
11 facilities by the Grantee, the payments otherwise due the City for occupancy of the
12 streets by such facilities shall be prorated beginning with the first day of the next
13 succeeding Franchise year, and for each Franchise year thereafter, at the adjusted
14 base rate due on each anniversary of the Effective Date for each linear foot of pipeline
15 abandoned or removed; provided however, that the said base rate shall be modified to
16 reflect the Index adjustment (per Paragraph B of this Article 6) applicable to such
17 abandoned or removed pipeline at the beginning of the next succeeding Franchise year
18 following abandonment or removal.

19

20 **A. Place of Payment**

21 All payments shall be paid to the office of the Director of Finance of the City of
22 Huntington Park at 6550 Miles Avenue #116, Huntington Park, Ca 90255, or such
23 place as the City shall from time to time designate in writing.

24

25 **Section 7: MAPS AND CAPITAL IMPROVEMENT PLAN:**

26 Within ninety (90) days following the date in which any pipelines and appurtenances or
27 additional pipelines and appurtenances have been laid or constructed under this
28 Franchise, the Grantee will file a map or maps in such forms as may be required by the

1 Community Development Director showing the accurate location and size of all its
2 pipelines and appurtenances then in place, and will, upon installation of any additional
3 pipelines and appurtenances, or upon removal, change, or abandonment of all or any
4 portion of the pipelines and appurtenances, file a revised map or maps showing the
5 location and size of all such additional, removed, or abandoned pipelines and
6 appurtenances as of that day.

7 Every three years (3) from the date of adoption of this Franchise, the Grantee will
8 submit a projected three-year capital improvement plan for its facilities subject to this
9 ordinance. Scheduling for repair, replacement or modifications will be described by
10 year and location in order to provide information to the City for coordination with its
11 public works capital improvement program. Projects not on such a schedule may be
12 denied a permit unless the work is an emergency or the need was unforeseen.
13 Justification may be required from the Franchisee as to why it is an emergency or why
14 it was unforeseen at the time of the capital improvement plan.

15

16 **Section 8: CONSTRUCTION OF PIPELINES AND APPURTENANCES:**

17 **A. Terms of Construction.**

18 The pipelines and appurtenances operated, replaced, repaired, constructed or
19 maintained in any manner pursuant to section 4 of this ordinance will be constructed
20 and maintained in a good, workmanlike manner and in conformity with all applicable
21 ordinances, rules or regulations now or subsequently adopted or prescribed by the City
22 Council. All pipelines laid under this Franchise will meet State Fire Marshal standards.
23 Except in an emergency, the Grantee may not excavate in a City street right-of-way
24 without having first applied for and obtained a Construction - Excavation Permit from
25 the Community Development Director. Such application may include a traffic control
26 plan and other information as required by the Community Development Director. The
27 Grantee will pay reasonable fees (including inspection) required by such permit.

28 **B. Restoration of Streets.** The work of constructing, maintaining or repairing all

1 pipelines and appurtenances will be conducted with the least practicable hindrance to
2 the use of the streets for purposes of travel, and as soon as such work is completed, all
3 portions of the street that have been excavated or otherwise damaged will be placed in
4 as good condition as they were before the commencement of such work, to the
5 satisfaction of the Community Development Director. Unless necessitated by a project
6 not conducted by City or Grantee, all street repair work that Grantee performs pursuant
7 to this Franchise will be made by the Grantee at the sole cost and expense of the
8 Grantee in accordance with the ordinances of the City and the conditions of the
9 Construction – Excavation Permit issued by the Community Development Director. If
10 the pipelines and appurtenances are laid across or along the paved portion of a street,
11 the repair of the street, after the pipelines and appurtenances have been laid, will be
12 made by the Grantee at the sole cost and expense of the Grantee. If the Grantee fails
13 or neglects to make the repairs, then thirty (30) days after notice is given to the
14 Grantee by the City, the City may repair the street at the expense of the Grantee, and
15 upon presentation of a bill for the expense, the Grantee will pay the bill at once. The
16 amount chargeable to the Grantee will be the actual reasonable cost of the repair.

17 **C. Conformance Requirements.** The pipelines and appurtenances will be
18 operated, maintained, replaced or repaired in compliance with all applicable laws,
19 ordinances, resolutions, regulations, policies, rules and orders in force at the time the
20 Franchise becomes effective or as may be amended or added from time to time during
21 the term of this Franchise.

22 **D. Certified Test Results:** For those pipelines and appurtenances subject to the
23 provisions of the Pipeline Safety Act of 1981 (Government Code §51010, et seq.) the
24 testing will be performed in accordance with State Fire Marshal requirements, and
25 certified test results will be requested by the City from the Fire Marshal. In the event
26 the State Fire Marshal fails to provide certified test results to the City, Grantee will
27 provide the test results to the City upon request.

28 1) Conformance Requirements: The pipelines and appurtenances will be

1 operated, maintained, replaced or repaired in accordance with the latest applicable
2 revision of the "American National Standard Code for Pressure Piping ANSI/ASME
3 B31.4-1979;" the American Petroleum Institute Standard 1104; the Code of Federal
4 Regulations, Part 195, Title 49 U.S.C. or other applicable standards and codes,
5 whichever is the most stringent. The pipelines and appurtenances will further be
6 operated, maintained, replaced or repaired in accordance with all applicable Federal
7 and/or State standards for the construction of intrastate pipelines as set forth in Federal
8 laws, rules and regulations. Whenever there is a conflict in Federal or State standards,
9 the more stringent standard will prevail.

10

11 **Section 9: EMERGENCY EQUIPMENT AND CREWS:**

12 At all times during the term of this Franchise, the Grantee will maintain on a twenty-four
13 hour a day basis adequate equipment and a properly trained crew, or qualified
14 contractors, with the ability to quickly shut off the pressure and the flow of contents of
15 the pipelines and appurtenances in the event of an emergency resulting from an
16 earthquake, act of war, civil disturbance, flood, computer malfunction or other cause.

17

18 **Section 10: BREAKS OR LEAKS:**

19 If any portion of any street is damaged by reason of breaks or leaks in any pipe or
20 appurtenance constructed under this Franchise, the Grantee will, at its sole cost and
21 expense, following written or oral notification, repair any such damage and put the
22 street in as good condition as it was in before the break or leak, to the satisfaction of
23 the Community Development Director.

24

25 **Section 11: REARRANGEMENT OF PIPELINES AND APPURTEANCES:**

26 **A. Expense of Grantee.**

27 1) If any of the Grantee's pipelines and appurtenances endanger the public
28 safety in the use of the public streets or interfere with or obstruct the use of any street

1 by the public or for the public purposes, the City will have the right to require the
2 Grantee, at the Grantee's sole cost and expense, to move, alter or relocate the
3 pipelines and appurtenances (the "rearrangement") to avoid such danger, interference
4 or obstruction, in conformity with the written notice of the Community Development
5 Director.

6 2) Whenever, during the existence of this Franchise, the City changes the
7 grade, width or location of any street or improves any street in any manner, including
8 the laying of any city sewer, storm drain, conduits, gas, water or other pipelines, or
9 constructs any pedestrian tunnels, or other work of the City, (the right to do all of which
10 is specifically reserved to the City without any admission on its part that it would not
11 otherwise have such rights) and such work will, in the opinion of the Community
12 Development Director, render necessary any change in the position or location of any
13 pipelines and appurtenances of the Grantee in the street, while such work is being
14 done or performed, the Grantee will, at its sole cost and expense, do any and all things
15 reasonable to effect such change in position, in conformity with the written notice of the
16 Community Development Director if the work is for city purposes and not for the
17 primary benefit of a non-City entity; provided, however, that the City will not require the
18 Grantee to remove its pipelines and its appurtenances entirely from the street.

19 3) In case the Grantee fails to commence work in compliance with written
20 notice provided in subsection B(3), within one hundred and twenty (120) days after
21 service of the notice upon Grantee (unless Grantee is unable to comply with such
22 notice by reason of strikes, riots, acts of God, or acts of public enemies, or any other
23 uncontrollable reason), the Community Development Director may cause the work
24 required in the notice to be performed by the City or, at the election of the City, by a
25 private contractor qualified to perform work on petroleum pipelines and their
26 appurtenances. The Grantee agrees to pay the reasonable costs within sixty (60) days
27 after delivery of an itemized bill. The cost of doing the work will be considered the
28 actual cost. If the Grantee is dissatisfied with any determination of the Community

1 Development Director permitted by this section, it may petition the City Manager to
2 review the Community Development Director's decision within ten (10) days after the
3 Community Development Director's decision. During the pendency of such petition,
4 the work required to be done will be suspended.

5 **B. City Utility Systems; Rearrangement at Expense of Others:**

6 1) The City will have the right to require the Grantee to rearrange any part of
7 the Grantee's pipelines and appurtenances for the accommodation of the City when
8 such rearrangement is done for the accommodation of any water, electric, gas or other
9 utility system now or hereafter owned or operated by the City. Except as otherwise
10 provided in subsection B(2) of this section 11, such rearrangement will be at the
11 Grantee's sole cost and expense.

12 2) When such rearrangement is done for the accommodation of any person,
13 firm or corporation other than one of the utility systems owned or operated by the City,
14 the cost of such rearrangement will be borne by the accommodated party. The
15 accommodated party, in advance of any rearrangement, will deposit with the Grantee
16 or the City Clerk cash or a corporate surety bond in an amount based upon an itemized
17 statement of costs for such rearrangement, as prepared by Grantee, and the
18 accommodated party will execute an instrument agreeing to indemnify and hold
19 harmless the Grantee from any and all damages or claims caused by the
20 rearrangement.

21 3) The rearrangement referred to in subsection (1) of this subsection B of
22 this section 11 will be accomplished in conformity with the written notice of the
23 Community Development Director. Should Grantee fail to commence work in
24 compliance with the written notice within one hundred and twenty (120) days after
25 service of the notice upon the Grantee (unless the Grantee is unable to comply with the
26 notice by reason of strikes, riots, acts of God, or acts of public enemies or any other
27 uncontrollable reason), the Community Development Director may cause the work
28 required in the notice to be done to be performed by the City or, at the election of the

1 City, by private contractor qualified to perform work on petroleum pipelines and their
2 appurtenances. The Grantee agrees to pay to the City within sixty (60) days after
3 delivery of an itemized bill covering the reasonable cost of performing the work. The
4 cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied
5 with any determination of the Community Development Director permitted by this
6 section, it may petition the City Manager to review the decision within ten days after the
7 determination.

8 **C. Rearrangements of the Pipelines and Appurtenances of Others:**

9 Nothing in this Franchise will be construed to require the City, or any person, firm or
10 corporation now or hereafter owning a public utility system of any type or nature, to
11 move, alter or relocate any part of its system upon the streets for the convenience,
12 accommodation or necessity of the Grantee.

13 **D. Notice:**

14 Grantee will be given not less than one hundred twenty (120) days written notice of any
15 rearrangement of pipelines and appurtenances, which Grantee is required to make
16 under this Franchise. The notice will specify in reasonable detail the work to be done
17 by the Grantee and will specify the time that the work is to be accomplished. In the
18 event that the City changes the provisions of any such notice given to Grantee, then
19 Grantee will be given an additional period not less than thirty (30) business days to
20 accomplish the work.

21

22 **Section 12: REMOVAL OR ABANDONMENT OF PIPELINES AND**
23 **APPURTEENCIES:**

24 At the time of expiration, non-renewal, revocation, or termination of this Franchise or of
25 the permanent discontinuance of the use of its pipelines and appurtenances, the
26 Grantee will, within sixty (60) business days thereafter, make a written application to
27 the Community Development Director for authority to engage in one of the following:
28 (1) abandon all, or a portion, of such pipelines and appurtenances in place; (2) remove

1 all, or a portion, of such pipelines and appurtenances; or (3) to transfer ownership of
2 the pipelines and appurtenances to the City to use as a conduit. Such application will
3 describe the pipelines and appurtenances desired to be abandoned by reference to the
4 map or maps required by section 7 of this ordinance and will also describe with
5 reasonable accuracy the relative physical condition of the pipelines and
6 appurtenances.

7 Thereupon, the Community Development Director will determine whether any
8 abandonment, removal or transfer that is proposed may be effected without detriment
9 to the public interest or under what conditions the proposed abandonment, removal or
10 transfer may be safely effected and will then notify the Grantee of any such
11 requirements and Grantee shall either remove all, or a portion of such pipelines and
12 appurtenances, abandon in place all, or a portion, of such pipelines and
13 appurtenances, or transfer ownership of the pipelines and appurtenances to the City to
14 use as a conduit.

15 If, for any reason, Grantee suspends operations of any of the pipelines contained in
16 this Franchise for a period in excess of ninety (90) days, Grantee will notify the
17 Community Development Director. During this period of suspended operations, the
18 Grantee will maintain its pipelines pursuant to State Fire Marshal standards. This will
19 continue until such a time as the pipeline is returned to service, abandoned or no
20 longer an asset of Grantee's. This section shall apply only to those pipelines
21 suspended from service subsequent to the enactment of the California Pipeline Safety
22 Act of 1981.

23 If any pipelines and appurtenances to be abandoned in place subject to prescribed
24 conditions are not abandoned in accordance with all such conditions, then the
25 Community Development Director may make additional appropriate orders, including, if
26 he deems desirable, an order that the Grantee remove all such pipelines and
27 appurtenances in accordance with applicable requirements at Grantee's sole cost
28 expense. In the event the Grantee fails to remove any pipelines and appurtenances

1 which it is obligated to remove in accordance with such applicable requirements as
2 may be prescribed by the Community Development Director, then the City may remove
3 such pipelines and appurtenances at the Grantee's sole cost and expense and the
4 Grantee will pay to the City the actual reasonable cost of removal.
5 Should any pipelines and appurtenances under this Franchise be abandoned in
6 accordance with directives of the State Fire Marshal and without City approval, whether
7 or not payments have terminated, and the pipelines and appurtenances interfere at a
8 future time with any public works project, Grantee will, upon request of the Community
9 Development Director, remove the pipelines and appurtenances at Grantee's sole cost
10 and expense. This section 12 will survive the termination or expiration of this
11 ordinance.

12

13 **Section 13: COMPLETION OF WORK:**

14 Whenever the Grantee fails to complete any work required of the Grantee by the terms
15 of this Franchise within the time limits required under this Franchise, the City may
16 cause the work to be completed by the City or, at the election of the City, by a qualified
17 private contractor. The Grantee agrees to pay to the City within sixty (60) days after
18 delivery of an itemized bill covering the reasonable cost of performing the work. The
19 cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied
20 with the determination of the amount, it may petition the City Manager to review the
21 amount within ten days after such determination.

22

23 **Section 14: INSURANCE:**

24 A. Grantee must maintain at its sole cost and expense the following insurance,
25 subject to self-insurance provisions:

26 1) Automobile Liability, including owned, non-owned and hired vehicles, with
27 at least the following limits of liability:

28 a) Primary Bodily Injury with limits of at least \$250,000 per person,

1 \$500,000 per occurrence; and

2 b) Primary Property Damage of at least \$100,000 per occurrence, or
3 combined single limits of at least \$1,000,000.

4 2) General Liability including coverage for premises, products and
5 completed operations, personal injury and contractual obligations with combined single
6 limits of coverage of at least \$5,000,000 per occurrence. Grantee will ensure that all
7 independent contractors/vendors provide a like or greater amount of insurance as
8 required herein.

9 3) Pollution Liability including coverage for bodily injury or property damage
10 arising out of the sudden and accidental discharge, release or escape of smoke,
11 vapors, soot, fumes, acids, alkalis, toxic chemicals or gases, waste materials or other
12 irritants, contaminants or pollutants into or upon land, the atmosphere, or any
13 watercourse or bodies of water with combined single limits of coverage of at least
14 \$5,000,000.

15 4) Workers' Compensation with limits as required by the State of California
16 and Employers Liability with limits of at least \$500,000.

17 **B.** City, the City Council, and each member thereof, members of boards and
18 commissions, every officer, agent, official, employee and volunteer must be named as
19 additional insured under the general liability policy.

20 **C.** Except as permitted in subsection "F" of this section 15, Grantee must provide
21 certificates of insurance and/or endorsements to the City Clerk of the City of
22 Huntington Park at the request of the City Clerk.

23 **D.** Each insurance policy required by this section must contain a provision that no
24 termination, cancellation or change of coverage can be made without thirty days' notice
25 to City.

26 **E.** Insurance required by this Franchise will be satisfactory only if issued by
27 companies admitted to do business in California, rated "B+" or better in the most recent
28 edition of Best's Key Rating Guide, and only if they are of a financial category Class VII

1 or better, unless these requirements are waived by the Risk Manager of City ("Risk
2 Manager") due to unique circumstances. In the event the Risk Manager determines
3 that an increased or decreased risk of loss is posed to City, Grantee agrees that the
4 minimum limits of any insurance policies or performance bonds required by this
5 Agreement may be changed accordingly upon receipt of written notice from the Risk
6 Manager; provided that Grantee will have the right to appeal a determination of
7 increased coverage by the Risk Manager to the City Council of City within 10 days of
8 receipt of notice from the Risk Manager.

9 F. Grantee will have the option to self-insure such risks and insurance obligations,
10 for which Grantee will, at the request of the City, provide its standard letter of self-
11 insurance, in a form acceptable to City, for risks and insurance obligations agreed to
12 under this Franchise.

13

14 **Section 15: INDEMNIFICATION BY GRANTEE:**

15 Grantee will indemnify, defend, and hold harmless City, the City Council, each member
16 thereof, present and future, its officers, agents and employees from and against any
17 and all liability, expenses, including defense costs and legal fees, and claims for
18 damages whatsoever, including, but not limited to, those arising from breach of
19 contract, bodily injury, death, personal injury, property damage, loss of use, or property
20 loss arising out of Grantee's exercise of its rights under this Franchise. The obligation
21 to indemnify, defend and hold harmless includes, but is not limited to, any liability or
22 expense, including defense costs and legal fees, arising out of Grantee's, its officers,
23 employees, agents, subcontractors or vendors exercise of its rights under this
24 Franchise. It is further agreed, Grantee's obligations to indemnify, defend and hold
25 harmless will apply except to the extent of concurrent negligence or willful misconduct,
26 on the part of City, the City Council, each member thereof, present and future, or its
27 officers, agents, employees, contractors, subcontractors or vendors.

28 **Section 16: ASSIGNMENT:**

1 No transfer, assignment or lease, or attempted transfer, assignment or lease, of this
2 Franchise, or of any right, privilege or interest therein, to any person, firm, or
3 corporation, shall have any force, effect or validity unless and until the following is
4 satisfied:

5 a) The Grantee shall have duly executed a good and sufficient instrument
6 making such transfer, assignment, or lease, and a certified copy thereof shall have
7 been filed in the office of the City Clerk.

8 b) An ordinance of the City consenting to such transfer, assignment or lease
9 shall have been duly adopted and become effective; however, such consent shall not
10 be unreasonably withheld if the transferee, assignee or lessee, shall be a responsible
11 Corporation in good standing authorized to do business in the State of California.

12 c) The transferee, assignee, or lessee, shall duly execute and file in the
13 office of the City Clerk a good and sufficient instrument accepting such transfer,
14 assignment or lease, assuming all the obligations of the Grantee under this Franchise.

15 d) The new transferee, assignee, or lessee will pay to the City a sum of
16 money sufficient to reimburse it for all expenses incurred by it in connection with the
17 approval of the sale, transfer, assignment, or lease of this Franchise; said payment to
18 be made within thirty (30) days after the City will have furnished said Grantee with a
19 written statement of such expenses.

20

21 **Section 17: DEFAULT:**

22 **A. Noncurable Default.**

23 In the event that the Grantee defaults in the performance of any of the terms,
24 covenants or conditions contained in this Franchise and the default is not curable, the
25 City may declare this Franchise forfeited. Upon giving written notice of the forfeiture to
26 the Grantee, this Franchise will be void and the rights of the Grantee under this
27 Franchise will cease and terminate and the Grantee will execute an instrument of
28 surrender and deliver the surrender to the City.

1 **B. Curable Default.**

2 In the event that the Grantee defaults in the performance of any of the terms,
3 covenants and conditions contained in this Franchise and the default is curable, the
4 City will give written notice to the Grantee of the default. In the event that the Grantee
5 does not commence the work necessary to cure the default within one hundred and
6 twenty (120) days after notice is sent or fails to prosecute the work diligently to
7 completion, the City may declare this Franchise forfeited. Upon giving written notice of
8 the forfeiture to the Grantee, this Franchise will be void and the rights of the Grantee
9 under this Franchise will cease and terminate and Grantee will execute an instrument
10 of surrender and deliver the surrender to the City.

11 **C. Cumulative Remedies.**

12 No provision herein made for the purpose of securing the enforcement of the
13 terms and conditions of this Franchise shall be deemed an exclusive remedy, or to
14 afford the exclusive procedure, for the enforcement of said terms and conditions, but
15 the remedy and procedure herein provided in this Franchise, in addition to those
16 provided by law, shall be deemed to be cumulative.

17

18 **Section 18: SUPERSEDURE:**

19 This Franchise will be in lieu of any like Franchise, if any has been previously granted
20 by the City to the Grantee for same pipeline and appurtenances and any such other
21 Franchise, if any, will be deemed to be and will be repealed as of the date upon which
22 the grant of this Franchise is effective, and the rights, liabilities and obligations of the
23 Grantee under such other Franchise will thereupon cease and terminate. Should the
24 foregoing be applicable to the grant of this Franchise, the Grantee will pay to the City
25 any and all amounts accrued up to the effective date of this Franchise under such other
26 Franchise so repealed as shown by statement of such amounts in the form required by
27 such other Franchise filed not later than ninety days after this ordinance becomes
28 effective. Payment of such amounts will be made with the filing of such statement.

1

2 **Section 19: SCOPE OF RESERVATION:**

3 Nothing contained in this Franchise will ever be construed so as to exempt the Grantee
4 from compliance with all applicable ordinances of the City now in effect or which may
5 be subsequently adopted which are not inconsistent with the terms of this Franchise.

6 The enumeration in this Franchise of specific rights reserved will not be construed as
7 exclusive, or as limiting the general reservations in the Franchise made or as limiting
8 such rights as the City may now or hereafter have in law.

9 Furthermore, the City (without admitting or recognizing in any way that it is not already
10 vested with the powers hereinafter reserved) hereby expressly reserves the right to
11 grade, widen, relocate, sewer, pave, macadamize, to lay, conduit, water, gas, or other
12 pipe therein, or to alter, repair, or otherwise provide for the making of local
13 improvements in the streets along which this Franchise is granted, and the City also
14 hereby expressly reserves the right to enact and enforce all reasonable and proper
15 ordinances in the exercise of its police power, or its power to make and provide for the
16 making of local improvement by special assessment, and nothing herein contained
17 shall ever be construed or taken to exempt or as a contract right exempting the
18 Grantee from complying with such ordinances now in force or which may hereafter be
19 adopted. The enumeration herein of specific rights reserved shall not be taken as
20 exclusive or as limiting the general reservations here made.

21

22 **Section 20: NOTICE:**

23 Any notice required to be given under the terms of this Franchise, the manner of
24 service of which is not specifically provided for, may be served as follows:

25 Upon the City, by serving the City Clerk personally, or by sending written notice
26 addressed to:

27

28 **City Clerk of the City of Huntington Park
City Hall
6550 Miles Avenue**

Huntington Park Ca, 90255

and depositing such notice in the United States mail, postage prepaid. Upon the
Grantee, by sending written notice to Grantee, addressed to:

PBF Energy
Attn: Right of Way Manager
12851 E. 166th Street
Cerritos, Ca 90703

8 or such other address as may from time to time be furnished in writing by one party to
9 the other and depositing the notice in the United States mail, postage prepaid. When
10 the service of any such notice is made by mail, the time of such notice will begin with
11 and run from the date of the deposit of the notice in the United States mail.

Section 21: SUCCESSORS:

14 The terms and conditions of this Franchise will inure to the benefit of or will bind, as the
15 case may be, the successors and assigns of the parties to this Franchise, subject,
16 however, to the provisions of section 16.

Section 22: ACCEPTANCE OF FRANCHISE:

19 This Franchise is granted and will be held and enjoyed only upon the terms and
20 conditions contained within this Franchise, and the Grantee must, within thirty business
21 days after the passage of the ordinance granting this Franchise, file with the City Clerk
22 of the City of Huntington Park a written acceptance of the terms and conditions.

Section 23: FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE:

25 This Franchise is granted upon each and every condition contained within this
26 Franchise and will be strictly construed against Grantee. Nothing will pass hereby
27 unless it be granted in plain and unambiguous terms. Each of the conditions is a
28 material and essential condition to the granting of this Franchise.

1

2 **Section 24: FORCE MAJEURE:**

3 The time within which Grantee is obligated under this Franchise to construct, erect,
4 maintain, operate, repair, renew, change the size of and remove pipelines and
5 appurtenances or other improvements will be extended for a period of time equal in
6 duration to, and performance in the meantime will be excused on account of and for
7 and during the period of, any delay caused by strikes, threats of strikes, lockouts, war,
8 threats of war, insurrection, invasion, acts of God, calamities, violent action of the
9 elements, fire, action or regulation of any governmental agency, law or ordinance,
10 impossibility of obtaining materials, or other things beyond the reasonable control of
11 Grantee.

12

13 **Section 25: DAMAGE TO PUBLIC PROPERTY:**

14 Any damage done directly or indirectly to any public property by Grantee, in exercising
15 directly or indirectly any right, power, or privilege under this Franchise, or in performing
16 any duty under or pursuant to the provisions of this Franchise, will be promptly repaired
17 by Grantee at its sole cost and expense.

18

19 **Section 26: RECORDS AND PERIODIC REPORTS:**

20 At all reasonable times and after prior written notice, Grantee will permit the City, at the
21 request of the Community Development Director, to examine all property of Grantee
22 erected, constructed, laid, operated or maintained pursuant to this Franchise, together
23 with any appurtenant property of Grantee, and to examine and transcribe any and all
24 books, accounts, papers, maps, and other records kept or maintained by Grantee or
25 under its control, with regard to safety issues associated with this Franchise, excepting
26 however such books or records that are classified proprietary or confidential in nature.
27 Annually, during the life of this Franchise, and concurrently with provision of the annual
28 payment pursuant to section 6, Grantee will file with the Community Development

1 Director, for the immediately preceding Franchise period the length of lines in streets,
2 the internal diameter of such lines, the rate per foot per year, and the total amount due
3 to the City.

4

5 **Section 27: PRIOR FRANCHISES:**

6 All pipelines and appurtenances erected, constructed, laid, operated or maintained by
7 Grantee in the streets, whether installed by Grantee or not, in the area described in
8 and by virtue of the authority provided by the ordinance granting this Franchise, prior to
9 the effective date of this ordinance, except those maintained under prior right other
10 than Franchise, will become subject to all the terms and conditions of this ordinance
11 upon its effective date. The parties intend by this provision to ensure that no lineal
12 footage of pipeline which is constructed, erected, maintained, operated, repaired,
13 renewed, changed in size, or removed by Grantee within the City of Huntington Park is
14 inadvertently omitted from this Franchise unless otherwise covered by separate
15 agreement with the City.

16

17 **Section 28: SEVERABILITY:**

18 If any section, subsection, sentence, clause, or phrase of this ordinance is for any
19 reason held to be invalid or unconstitutional by the decision of any court of competent
20 jurisdiction, the decision will not affect the validity of the remaining portions of the
21 ordinance. The City Council declares that it would have passed this ordinance and
22 each section, subsection, sentence, clause and phrase, irrespective of the fact that any
23 one or more sections, subsections, sentences, clauses or phrases are declared invalid
24 or unconstitutional.

25

26

27 **Section 29: EFFECTIVE DATE:**

28 This ordinance will take effect thirty (30) days after the date of its adoption. Within

1 fifteen days following adoption, this ordinance or a summary of this ordinance, if
2 authorized by the City Council, will be published at least once in the Daily Breeze, a
3 newspaper of general circulation, published and circulated in the City of Huntington
4 Park.

5

6 **Section 30: ATTORNEY'S FEES:**

7 Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other
8 proceeding by which one party either seeks to enforce its rights under this ordinance
9 (whether in contract, tort or both) or seeks a declaration of any rights or obligations
10 under this ordinance, the prevailing party will be awarded reasonable attorney's fees,
11 together with any costs and expenses, to resolve the dispute and to enforce any
12 judgment.

13 INTRODUCED AND APPROVED this 15th day of November, 2016.

14

15 ADOPTED AND PASSED this 6th day of December, 2016.

16

17


Graciela Ortiz, Mayor

18

19 ATTEST:

20

21


Donna G. Schwartz, CMC City Clerk

22

23

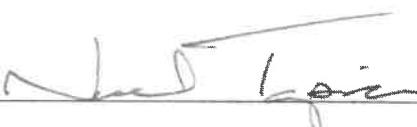
APPROVED AS TO FORM:

24

City Attorney

25

26

By: 

27

28

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 2016-951 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 6th day of December, 2016, by the following vote, to wit:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the Seal of the City of
Huntington Park, this 7th day of December 2016.

Donna G. Schwartz, CMC, City Clerk

ATTACHMENT "C"

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK EXTENDING TORRANCE
PIPELINE COMPANY LLC'S FRANCHISE TO OPERATE
AND MAINTAIN A 1.09 MILE, TWELVE-INCH PIPELINE
IN, UNDER, AND ALONG THE EASTERLY FORTY FEET
OF SANTA FE AVENUE IN THE CITY OF HUNTINGTON
PARK, CALIFORNIA FOR A TERM OF TEN YEARS

WHEREAS, permission to construct and maintain the pipeline and appurtenances was granted via the adoption of Ordinance 353-NS on January 3, 1984 to Exxon Mobile Oil Corporation; and

WHEREAS, the City Council approved time extensions that allowed the operator to maintain the pipeline and all applicable appurtenances in 10-year increments per each adopted ordinance (Ordinances 535-NS, 716-NS and 927-NS); and

WHEREAS, the City Council approved the transfer of the franchise from Exxon Mobile Oil Corporation to Torrance Pipeline Company LLC (Franchisee) via Ordinance 2016-951 on November 15, 2016 (Exhibit A); and

WHEREAS, the Franchisee requested an extension of the franchise agreement for the continuous operation of a 1.09-mile, 12-inch diameter oil pipeline and all pertinent appurtenances along the easterly forty-feet of Santa Fe Avenue within the City limits; and

WHEREAS, the City Council desires to extend the franchise until December 15, 2033 pursuant to the adoption of this ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:**

SECTION 1. The City Council hereby approves the extension of the franchise agreement with the Franchisee until December 15, 2033 pursuant to all

1 applicable federal, state, county and local laws and regulations associated with the
2 operation and maintenance of the pipeline and appurtenances.

3 **PASSED, APPROVED and ADOPTED this 3rd day of October, 2023.**

8 Marilyn Sanabria, Mayor

10 **ATTEST:**

15 Eduardo Sarmiento, CMC

16 City Clerk



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division
3780 Kilroy Airport Way, Suite 500
Long Beach, California 90806
(562) 497-0350
Website: www.fire.ca.gov



CERTIFIED MAIL No: 7021-0350-0000-8187-7120

July 21, 2023

Cesar Roldan
Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

SUBJECT: TORRANCE PIPELINE COMPANY LLC M-145 (OSFM LINE ID #0205)

Dear Mr. Roldan:

CAL FIRE – Office of the State Fire Marshal (OSFM) confirms that Torrance Pipeline Company (TLC) is in compliance with federal and state regulations regarding the maintenance and operation of the subject pipeline located within the City of Huntington Park.

TLC's M-145 line is a refined product pipeline flowing from Torrance to Vernon Terminal, with an additional connection to Kinder Morgan Watson station. The pipeline measures 12" in diameter and spans a total length of 18.26 miles.

Under the California Pipeline Safety Act and the U.S. DOT Code of Federal Regulations (CFR), TLC is obligated to operate and maintain their pipelines with adherence to safety protocols. An inspection of the pipeline was conducted on August 26, 2022, revealing no violations of regulatory standards on the subject pipeline. Furthermore, a successful pressure test was conducted on January 1, 2019, providing evidence of the pipeline's structural integrity. An internal inspection using a smart pig was also performed on December 19, 2019, assessing the integrity of the subject pipeline.

Should you require any further assistance or have any additional inquiries, please do not hesitate to contact Andy Chau, Supervising Pipeline Safety Engineer, at (562) 305-0679.

Cesar Roldan
July 21, 2023
Page 2

Sincerely,

DocuSigned by:



980F8D3AE95C42E..

JAMES HOSLER
Assistant Deputy Director
Chief of Pipeline Safety and CUPA Programs

cc: Andy Chau, OSFM, Supervising Pipeline Safety Engineer
Huy Nguyen, OSFM, Supervising Pipeline Safety Engineer
Brendan Feery, OSFM, Supervising Pipeline Safety Engineer
Doug Allen, OSFM, Supervising Pipeline Safety Engineer
Alin Podoreanu, OSFM, Supervising Pipeline Safety Engineer

ITEM 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2022-23 FUNDING APPLICATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution (Attachment 1) authorizing staff to submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2022-23 funding application; and
2. Authorize the City Manager to sign the Letter of Designation (Attachment 2) and all applicable CalRecycle grant documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This grant program will provide the City with funding opportunities with assistance in the implementation of regulation requirements associated with Senate Bill (SB) 1383. CalRecycle will evaluate all incoming applications for project eligibility and determine if appropriate costs are directly related to activities to implement the SB 1383 regulations.

Eligible activities and costs related to the City include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (include organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements (using recycled organic products – compost, mulch, electricity, and/or renewable gas and recycled paper and paper products)

RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2022-23 FUNDING APPLICATION

October 3, 2023

Page 2 of 3

- Record Keeping

There is only one application period. All applicants must apply by February 1, 2022 to be considered for first round funding. The following is a timeline:

November 15, 2023: Application Due Date

- Applicants must submit applications in GMS by 11:59 p.m. on this date.
- Customer service will be available until 4:00 p.m. on this date.

December 20, 2023: Secondary Due Date

- Approved Resolution, and if applicable, Letters of Designation and Letters of Authorization, must be uploaded in GMS by this date if it was not submitted with the application.

March 2024 (tentative): Grants Awarded

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants during this month.

Date of Award Email – April 1, 2026: Grant Term

Staff recommends submittal of the application by November 15, 2023 in order to obtain applicable funds to assist with SB 1383 compliance measures imposed by CalRecycle.

LEGAL REQUIREMENT

City must identify the status of adopting an enforceable ordinance(s), or similarly enforceable mechanism, pursuant to section 18981.2 of Title 14 of the California Code of Regulations. CalRecycle application is due by November 15, 2023 and all pertinent documents including the adopted resolution and letter of authorization must be submitted by the December 20, 2023 due date.

CalRecycle requires the City to report on the progress of their grant on a bi-annual basis. The Procedures and Requirements document contains detailed reporting information and deadlines.

FISCAL IMPACT/FINANCING

There is a fiscal impact associated with the submittal of the application. If staff does not apply by the November 15, 2023 deadline, City will not be eligible to receive the CalRecycle funds; estimated at \$106,835 for the City of Huntington Park. An Expenditure Itemization Summary (EIS) is required every six months and a final report is due at the end of the grant term if the City receives the SB 1383 funds. All interest accrued and received from the funds shall be used only for eligible expenses related to the performance of this grant.

CONCLUSION

**RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT
PROGRAM FY 2022-23 FUNDING APPLICATION**

October 3, 2023

Page 3 of 3

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Resolution authorizing staff to submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2022-23 funding application to CalRecycle.
2. Letter of Designation – Grant and Payment Programs.

○ **ATTACHMENT “A”**

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING SUBMITTAL OF APPLICATION(S)
FOR ALL CALRECYCLE GRANT AND PAYMENT
PROGRAMS FOR WHICH THE CITY OF
HUNTINGTON PARK IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City of Huntington Park is authorized to submit an application to CalRecycle for any and all grant and payment programs offered.

SECTION 2. That the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Huntington Park all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project.

SECTION 3. That these authorizations are effective from the date of adoption through October 3, 2028.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

(Signature on the following page)

1 **PASSED, APPROVED AND ADOPTED this 3rd day of October 2023.**
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6 Marilyn Sanabria,
7 Mayor
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9 **ATTEST:**
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2 Eduardo Sarmiento,
3 City Clerk
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ATTACHMENT "B"

October 3, 2023

State Department of Resources Recycling and Recovery

Subject: Letter of Designation – Grant and Payment Programs

Pursuant to the Resolution authorizing an application for the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2022-23 funding, I am the designated Signature Authority for City of Huntington Park. I am authorized via Resolution to execute on behalf of City of Huntington Park all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved program. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the Director of Public Works to submit payment requests.

This delegation is effective as long as the Resolution is in effect.

Sincerely,

Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255
323-582-6161

ITEM 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT OF WATER PRODUCTION WELL NO. 14 MOTOR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Municipal Code Section 2-5.13 Emergency purchase, authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to a contract for the replacement of Water Production Well No. 14; and
2. Authorize LittleJohn-Reuland Corp. to make the necessary replacement of the motor for a not-to-exceed amount of \$16,160.45 payable from Account No. 681-8030-461.43-30.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As a water well ages, the rate at which water may be pumped (commonly referred to as the well yield, flow or performance) tends to decrease, especially in wells that have had deferred maintenance. Water wells require regular maintenance to ensure adequate water flow and continued drinking water safety. Delaying rehabilitation procedures can significantly increase costs and in some cases make rehabilitation impossible.

Water production Well No. 14 located at 6219 Bissell Street experienced an electrical setback that caused the motor to shut down. Staff minimized the amount of time that Well No. 14 is offline by replacing the motor with the motor from Well No. 16. Replacing the motor as quick as possible minimizes additional costs incurred by purchasing additional water from the Metropolitan Water District (MET) of Southern California.

Well 14 was completely off-line for two days (no water production). Supervisory control and data acquisition (SCADA) are the control system comprised of computers, networked data communications and graphical user interfaces for high-level supervision of machines and processes that informed Inframark of the motor failure. Inframark performs routine

CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT OF WATER PRODUCTION WELL NO. 14 MOTOR

October 3, 2023

Page 2 of 3

maintenance and immediately informed City staff and called in expert technician to evaluate. Customers did not experience any reduction in water.

Staff recommends the purchasing of a new motor from LittleJohn-Reuland Corp.

LEGAL REQUIREMENT

Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.]

22050.

(a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. (2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

FISCAL IMPACT/FINANCING

Inframark contacted LittleJohn-Reuland Corp. to obtain a proposal to replace the motor. Received a sales quote to replace the motor at Well No. 14 for an amount of \$16,160.45. The necessary repairs will be paid for from Account No. 681-8030-461.43-30.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT
OF WATER PRODUCTION WELL NO. 14 MOTOR**

October 3, 2023

Page 3 of 3

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. LittleJohn-Reuland Corp. Sales Quote

ATTACHMENT "A"



LittleJohn-Reuland
Corporation

LITTLEJOHN-REULAND CORP.

4575 PACIFIC BLVD.
LOS ANGELES, CA 90058
Phone: (323)-587-5255 / Fax: (323)-581-8385

Sales Quote

Quote No.:	0132915
Quote Date:	09/18/23
Page:	1

Sold To:	Customer Number: ECOHP CITY OF HUNTINGTON PARK HUNTINGTON PARK 6550 MILES AVENUE HUNTINGTON PARK, CA 90255	Ship To:	Ship To Number: INFRAMARK WATER INFRASTRUCTURE HUNTINGTON PK WATER DEPT 6900 BISSELL ST HUNTINGTON PARK, CA 90255
-----------------	---	-----------------	--

Quote	Quote Date	Sales Code	Expire Date	Ship Via	Terms
0132915	09/18/23	008	10/18/23	BEST WAY	HOLD ACCOUNT - CHECK

Customer PO	PO Release	Misc Number
-------------	------------	-------------

Order	Item #	Description/Notes	Unit Price	Extension
1.0	HO125V2SLGX	US MOTOR HO125V2SLGX 125HP 1800RPM 230/460V 60HZ 405TP WPII THANK YOU FOR YOUR BUSINESS !!! CREDIT CARDS GLADLY ACCEPTED FOR PAYMENT	14,658.00	14,658.00

Sub Total	14,658.00
Discount	.00
Tax	1,502.45
Freight	.00
Total	16,160.45

Quoted By: _____ Date: _____
Based on our Terms and Conditions.

Customer

ITEM 6

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION TO
BUREAU OF RECLAMATION THROUGH THE BIPARTISAN INFRASTRUCTURE
LAW FOR SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECTS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit a funding application to the Bureau of Reclamation through the Bipartisan Infrastructure Law for small surface water and groundwater storage projects; and
2. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Surface water and groundwater storage are essential in Southern California, especially in the South East Los Angeles region. The Salt Lake Park Cistern project is an example of how the City is able to stretch the limited water supply via this filtration/infiltration project. This project provides the City with new sources of water and increase water management flexibility and making water supply more reliable.

The Bureau of Reclamation is making funding available for projects with a water storage capacity between 200 and 30,000 acre-feet that increases groundwater storage. The Salt Lake Park Cistern project enhances and makes more reliable municipal and irrigation water supplies as well as provides opportunities to enhance groundwater management abilities and to provide water quality improvements and ecosystem benefits.

Applications are due by November 30, 2023 at 5 p.m. MST to be considered for funding. Staff recommends submittal of the competitive grant application by the due date in order to obtain funds.

**CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION TO
BUREAU OF RECLAMATION THROUGH THE BIPARTISAN INFRASTRUCTURE
LAW FOR SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECTS**

October 3, 2023

Page 2 of 2

LEGAL REQUIREMENT

A completed feasibility study must be found to meet Reclamation's Small Storage Program feasibility study requirements no later than the posting date of this funding opportunity to determine project eligibility under this funding opportunity. Reclamation accepts small storage feasibility studies at any time from eligible non-Federal project sponsors.

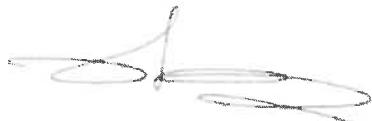
FISCAL IMPACT/FINANCING

Applicants must provide a cost share of 75% or more of the total project costs.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-02 Slauson Avenue Congestion Relief Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The project design includes an additional eastbound travel lane on Slauson Avenue between Alameda Street and State Street. Enhancements include increase queuing on left turn pockets, placement of bus stops on the “far-side” of intersections for operational efficiency and upgrading five signalized intersections with new signal poles, conduit, wiring, controller cabinets and video detection.

Design includes concreting six (6) intersections to improve crosswalk reliability and mitigate rutting caused by large commercial vehicles. Staff initiated protected permissive left-turn movement studies for northbound, southbound, eastbound, and westbound traffic at three intersections. Additionally, there is one bus turnout for westbound traffic at the west leg at Slauson Avenue and Bickett Street.

The five Slauson Avenue intersections are as follows:

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

October 3, 2023

Page 2 of 3

- Slauson Avenue at Alameda Street
- Slauson Avenue at Santa Fe Avenue
- Slauson Avenue at Miles Avenue/ Soto Street
- Slauson Avenue at Bickett Street
- Slauson Avenue at Boyle Avenue/State Street

The bid opening is scheduled for October 18, 2023. The project requires construction management and inspection services (CM/CI) to provide project oversight. CM/CI services are the overall planning, coordination, and control of a project from beginning to completion. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide CM/CI services for the project.

The following is a tentative schedule:

RFP ISSUED	October 6, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 20, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 25, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 1, 2023
TENTATIVE CITY COUNCIL AWARD DATE	November 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	December 4, 2023

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from qualified firms to manage the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

**CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF 2019-02 SLAUSON
AVENUE CONGESTION RELIEF PROJECT**

October 3, 2023

Page 3 of 3

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM/CI services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. RFP CIP 2019-02 Slauson Avenue Congestion Relief Project – Construction Management & Inspection Services

○

ATTACHMENT “A”

○

○

○



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Construction Management & Inspection Services
CIP 2019-02 Slauson Avenue Congestion Relief Project
PROPOSAL DUE DATE: NOVEMBER 1, 2023, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6253
croldan@hpcagov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in construction management and inspection services specifically related to the administration, monitoring and enforcement of Los Angeles County Metropolitan Transportation Authority capital improvement projects. Focus is on CIP 2019-02 Slauson Avenue Congestion Relief Project (**Project**).

2. OVERVIEW

The project design includes an additional eastbound travel lane on Slauson Avenue between Alameda Street and State Street. Enhancements include increase queuing on left turn pockets, placement of bus stops on the “far-side” of intersections for operational efficiency and upgrading five signalized intersections with new signal poles, conduit, wiring, controller cabinets and video detection.

Design includes concreting six (6) intersections to improve crosswalk reliability and mitigate rutting caused by large commercial vehicles. Staff initiated protected permissive left-turn movement studies for northbound, southbound, eastbound, and westbound traffic at three intersections. Additionally, there is one bus turnout for westbound traffic at the west leg at Slauson Avenue and Bickett Street.

The five Slauson Avenue intersections are as follows:

- Slauson Avenue at Alameda Street
- Slauson Avenue at Santa Fe Avenue
- Slauson Avenue at Miles Avenue/ Soto Street
- Slauson Avenue at Bickett Street
- Slauson Avenue at Boyle Avenue/State Street

The bid opening is scheduled for October 18, 2023. **Project plans and specifications may be downloaded from: <http://www.hpca.gov/bids.aspx>**

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide construction management and inspection services. The consultant applying should have significant experience in providing this type of service.

- The City reserves the right to delete specific task(s).

A. Task 1 – Contract and Labor Compliances Services

- Consultant will furnish all materials, equipment, labor, and services to provide construction management and inspection services related to the Project. The primary responsibility for general supervision of construction must remain with the CM/CI hired by the City. CM/CI must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project. Activities include preparation, review, and recommendation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. Process, track, and review all submittals. Ensure that the contractor is submitting weekly payroll records through the State Department of Industrial Relations (DIR). Oversee compliance with State prevailing wage and labor compliance requirements. Oversee the specific labor standards parameters applicable to the construction project. Participate in the pre-construction meeting. Consultant responsible to prepare an agenda and conduct bi-weekly meetings, reporting, and other project obligations. Prepare and distribute construction agendas and meeting minutes. Create and maintain Labor Standards Enforcement Files that includes pictures. Conduct employee interviews and reconcile with weekly reports. Prepare weekly statement of working day reports as well as inspector's daily reports. Review and make recommendation for contractor progress payments. Arrange for a final walk-through inspection, prepare a punch list for project closeout, and make recommendation for substantial completion. Notify the prime contractor in writing of any discrepancies or suspected violations and define the corrective actions to be taken including restitution payments. Review the final project file and participate in the final review meeting with City staff.
- Caltrans Local Assistance Procedures Manual Chapter 10 will be utilized as the selection criteria: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key

personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff and/or consultants may review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST
FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL
ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND
ATTACHMENTS REFERENCED.**

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform

tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2019-02 Slauson Avenue Congestion Relief Project – CM/CI Services**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 20, 2023**. In response to all questions received by this date, City will issue an Addendum (if any) and will post on the City's website in the same space where the RFP was downloaded. Individuals are responsible to consistently check the website on **October 25, 2023 after 5:00 PM** when the addendums will be posted. Consultant's responsible to download all addendums and acknowledge receipt and submit with the proposal.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, November 1, 2023**, to:

City of Huntington Park – City Clerk's Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3.– CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	October 6, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 20, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 25, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 1, 2023
TENTATIVE CITY COUNCIL AWARD DATE	November 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	December 4, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTs, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

4.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A.VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including, but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 **WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 **COOPERATION, FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 **AMENDMENT, MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 **MISCELLANEOUS:**

- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____ By: _____

[REP FOR CITY]

[TITLE]

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**



Request for Proposal

CIP 2019-02 Slauson Avenue Congestion Relief Project – CM/CI Services

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SUBJECT TO CHANGE ACCORDING TO EVENT

		<p align="center">CERTIFICATE OF LIABILITY INSURANCE</p>	DATE <input type="text"/>	DATE RECEIVED BY YOU <input type="text"/>																
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>																				
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																				
PRODUCER <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Agent or Broker Name & Address</p> </div>		<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>NAME TITLE PHONE FAX EMAIL ADDRESS</p> </div> <div style="flex: 1; border: 1px solid black; padding: 2px; margin-left: 10px;">INSURERS AT CORD COVERAGE</div> <div style="flex: 1; border: 1px solid black; padding: 2px; margin-left: 10px;">NAME</div> </div>																		
INSURED <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Insured Name & Address</p> </div>		<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>NAME TITLE PHONE FAX EMAIL ADDRESS</p> </div> <div style="flex: 1; border: 1px solid black; padding: 2px; margin-left: 10px;">INSURER</div> <div style="flex: 1; border: 1px solid black; padding: 2px; margin-left: 10px;">NAME</div> </div>																		
COVERS		CERTIFICATE NUMBER:	REVISION NUMBER:																	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY POLICY CLAIMS.</p>																				
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

"The City of Huntington Park, its officers, officials, employees and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ITEM 8

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE A MODIFIED CUSTOM CONCRETE TRUCK WITH CEMENT MIXER

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them;
2. Approve the purchasing of a modified custom concrete truck with cement mixer from RWC Group. (Fred M. Boerner Motor Co.) for the amount of \$240,830.48 payable from Account No. 741-8060-431.74-10 (\$217,830.48) and Account No. 111-8010-431.74-10 (\$23,000); and
3. Authorize the City Manager to execute the sales order, purchase order and all other applicable documents related to the registration of the vehicle through the Department of Motor Vehicles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works has a modified 1970s custom concrete truck with a cement mixer. The custom concrete truck with cement mixer facilitates the ability of staff to perform concrete repairs in an effective and efficient manner due to its custom engineering design. Leverage is obtained through its configuration. Replacement parts for the current concrete truck are no longer available and makes it difficult to depend and rely on the concrete truck. The City Council approved the purchase of a concrete truck and cement mixer in the fiscal year 2023-24 budget.

CONSIDERATION AND APPROVAL TO PURCHASE A MODIFIED CUSTOM CONCRETE TRUCK WITH CEMENT MIXER

October 3, 2023

Page 2 of 3

LEGAL REQUIREMENT

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

(i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

RWC Group. (Fred M. Boerner Motor Co.) will engineer a modified custom concrete truck with cement mixer since the existing 1970s concrete truck is not serviceable.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of a modified custom concrete truck with cement mixer from RWC Group. (Fred M. Boerner Motor Co.) for the amount of \$240,830.48 payable from Account No. 741-8060-431.74-10 (\$217,830.48) and Account No. 111-8010-431.74-10 (\$23,000). Total cost includes applicable DMV registration fees, Legacy Cement Flay Body (modified custom body) and other applicable sales taxes. These amounts are adopted in the FY 2023-24 budget.

Staff recommends authorizing the City Manager to execute all applicable documents related to the purchasing and processing of registration paperwork of the concrete truck with cement mixer.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO PURCHASE A MODIFIED CUSTOM
CONCRETE TRUCK WITH CEMENT MIXER**

October 3, 2023

Page 3 of 3

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Concrete Truck & Cement Mixer Quote & Model Information

○

ATTACHMENT “A”

○

○

**Fred M. Boerner Motor Co**

3620 E Florence Ave
Huntington Park CA 90255
Phone: (323) 580-3882

SALES ORDER: DE-04376

Order Status:	Open
Invoice Date:	
Delivery Date:	04/30/2024
Salesperson:	Jesus Villegas
Customer Reference:	
Payment Terms:	Due At Delivery

BUYER (End User): 50203

CITY OF HUNTINGTON PARK
6900 BISSELL ST
HUNTINGTON PARK CA 90255
P:(323) 584-6268 | F:(323) 584-6308
E: fsantacruz@hpcagov

CUSTOMER ADDRESS:

CITY OF HUNTINGTON PARK
6900 BISSELL ST
HUNTINGTON PARK, CA 90255
P: (323) 584-6268
E: fsantacruz@hpcagov

DELIVERY TO:

CITY OF HUNTINGTON PARK
6900 BISSELL ST
HUNTINGTON PARK CA 90255

Lienholder: None

PRODUCT(S):

New Vehicle - Unit#: TBD

YR - Make - Model	Serial Number	GVWR	Odometer	Color	BodyStyle	Sales Tax	Price
2025 INTERNATIONAL MV607 SBA	TBD					Yes	\$148,570.89
				LEGACY CEMENT FLAT BODY		Yes	\$69,525.00
				DOC Preparation Fee		Yes	\$85.00
				License / DMV Fee		No	\$33.00
				Admin Fee		Yes	\$220.00
PRODUCT(S) PURCHASE PRICE:							\$218,433.89

LICENSE EXCEPT IS INCLUDED BUT ITS BASED ON RECEIVING THE EXCEPT FORM. THANK YOU

By the execution of this Agreement Buyer agrees to purchase the Product(s) described on this and/or additional pages, subject to the acceptance of this Agreement by Seller, pursuant to the terms and conditions on this page and the following Additional Terms and Conditions. Buyer acknowledges that Buyer has received and read both this page and all of the Additional Terms and Conditions.

This Agreement cancels and supersedes any prior understandings or agreements for Buyer's purchase of the Product(s) and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties relating to the Product(s) and any Trade-in Vehicle.

If any representations, specifications, terms or other arrangements are to be relied upon by Buyer, they must be in writing and specifically identified and referenced in this Agreement; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten, oral agreements between the parties.

PRODUCT(S) PURCHASE PRICE	\$218,433.89
SALES TAX	+\$22,386.09
TIRE TAX	+\$10.50
FEDERAL RETAIL EXCISE TAX	+\$0.00
TOTAL PURCHASE PRICE	\$240,830.48
LESS TOTAL NET TRADE IN ALLOWANCE	-\$0.00
LESS CASH DOWN PAYMENT	-\$0.00
UNPAID BALANCE	\$240,830.48

Buyer: CITY OF HUNTINGTON PARK

Seller: Fred M. Boerner Motor Co

Buyer Signature

Date

Seller Signature

Date

Please Remit Payment To: RWC International, Ltd. Accounts Receivable 600 N 25th Ave Phoenix, AZ 85043 Phone: (602) 387-1050

Buyer and Seller further understand and agree that the Sales Order / Sales Invoice is subject to the following terms and conditions, which have been mutually agreed upon:

1. **PARTIES TO AGREEMENT; DEFINITIONS.** Seller and Buyer agree that this Agreement is made in, and will be performed in, the state of Seller's location designated at the top of the first page of this Agreement. As used in this Sales Order / Sales Invoice, the terms: (a) "Agreement" means Seller's agreement to sell and Buyer's agreement to purchase the Product(s); (b) "Buyer" means Buyer as identified on the first page of this Agreement (even if Buyer finances the purchase of the Product(s) by means of an operating or capital lease where the lessor is the ultimate purchaser of the Product(s) instead of Buyer); (c) "Seller" means the RWC Group company identified at the top of the first page of this Agreement; (d) "Manufacturer(s)" means the entity or entities that manufacture the Product(s), its components, accessories or products, which are being purchased by Buyer, as set forth in this Agreement; (e) "Product(s)" means the new and/or used vehicle(s) and any other components, accessories, products or services that are being purchased by Buyer, as set forth in this Agreement; (f) "Total Purchase Price" means the total amount in U.S. dollars that Seller agrees to sell the Product(s) to Buyer, including any applicable taxes; and (g) "Trade-In Vehicle" means each vehicle that Buyer agrees to sell to Seller in exchange for credit, after deduction for any lien payoff, toward the Total Purchase Price of the Product(s) Buyer is purchasing, if any such vehicle is set forth on the first page of this Agreement. The amount of this credit is in U.S. dollars and is the "Net Trade-In Allowance" on the first page of this Agreement. Seller is not an agent of the Manufacturer(s).
2. **WARRANTIES CONCERNING EACH TRADE-IN VEHICLE.** Buyer (even if Buyer obtains financing and the ultimate purchaser of Product(s) is a lessor), as the "Trade-In Owner," makes the following warranties concerning each Trade-In Vehicle, if any, listed on the front side of this Agreement.
 - A. The Trade-In Vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden or latent mechanical defects or hidden or latent defects in the body, chassis or drivetrain. Trade-In Owner otherwise shall deliver to Seller a signed written disclosure of such condition, including the Trade-In Vehicle's accident and repair history.
 - B. Other than the creditor lien for the stated payoff balance, if any is set forth on the front side of this Agreement, the certificate of title to the Trade-In Vehicle is free and clear of any claims, liens, encumbrances, security interests, options to buy, and rights of co-owners. Trade-In Owner is the sole registered owner of the Trade-In Vehicle. If the actual creditor lien payoff is less than on the front side of this Agreement, Seller agrees to credit the difference to the unpaid balance owed to Seller. If the actual creditor lien payoff is more than on the front side of this Agreement, Trade-In Owner agrees to pay the difference to Seller on demand and, if not paid within forty-eight (48) hours, Seller may place a lien for such amount on the vehicle being purchased. Trade-In Owner agrees to deliver to Seller evidence of title satisfactory to Seller or a certificate of title to the Trade-In Vehicle on or before Seller delivers possession of any Product(s) to Buyer.
 - C. The certificate of title for the Trade-In Vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," "LEMON LAW REPURCHASE" or "FLOOD," or any other designation that would indicate any previous damage to the Trade-In Vehicle.
 - D. The Trade-In Vehicle has not been determined to have an uncorrected non-conformity or a serious or material safety defect as the result of any final determination, adjudication or settlement in any state.
 - E. The Trade-In Vehicle's emission control equipment is intact, standard to the Trade-In Vehicle, and no part of the system has been removed, altered or replaced.
 - F. The Trade-In Vehicle has never sustained hail, flood or water damage.
 - G. The odometer or hour meter on the Trade-In Vehicle, equipment and/or accessories are functional and have not been replaced, disconnected, turned back, turned forward, reset or otherwise tampered with, and the mileage or hours reflected on such odometer or hour meter is the actual mileage or hours on the Trade-In Vehicle, equipment and/or accessories.
 - H. The Trade-In Vehicle's vehicle identification number plate has not been altered or removed.
 - I. Trade-In Owner acknowledges that Seller is relying on the foregoing warranties and that, without such warranties, Seller would not be purchasing the Trade-In Vehicle. Trade-In Owner further acknowledges that a breach of any of the foregoing warranties entitles Seller to rescind this Agreement and/or to recover from Trade-In Owner any damages sustained by Seller resulting from such breach, including attorney's fees and costs.
 - J. The Net Trade-In Allowance may be adjusted in the event that: (1) Trade-In Owner fails to disclose that the certificate of title for the Trade-In Vehicle has been branded for any reason, including but not limited to its status as "Rebuilt," "Salvage," "Reconstructed," "Junk," "Destroyed," "Non-Conforming," "Lemon," "Lemon Law Repurchase," or "Flood" or any other designation that would indicate previous damage to the Trade-In Vehicle; or (2) the Trade-In Vehicle has substantial physical damage or a latent mechanical defect which occurred before Seller took possession of the Trade-In Vehicle and which could not have been reasonably discoverable at the time this Agreement was made; or (3) there are excessive additional miles (i.e., 500 miles or more) on the Trade-In Vehicle after Seller first valued it; or (4) there is a discrepancy in either (i) the mileage on the odometer and the signed odometer statement or (ii) the signed odometer statement and the actual mileage of the vehicle; provided, however, that such remedy does not preclude either party from asserting any other claims or defenses available to such party.
 - K. Trade-In Owner shall execute and deliver to Seller an odometer disclosure statement for the Trade-In Vehicle if and as required by law. Any misrepresentation on the odometer statement will constitute a breach of this Agreement and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement and/or Seller's purchase of the Trade-In Vehicle.
3. **DESIGN CHANGES.** Manufacturers reserve the right to change the design of any new motor vehicle, equipment, accessory or part at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, equipment, accessory or part covered by this Agreement, either before or subsequent to delivery thereof to Buyer. Buyer agrees to accept any such changes made by the Manufacturer.
4. **DELIVERY.** All vehicles purchased by Buyer shall be delivered to Buyer (at the location designated on the front side of this Agreement). Any Trade-In Vehicle purchased by Seller shall be delivered to Seller at Seller's location designated at the top of the front side of this Agreement or such other location as is designated by Seller. Unless otherwise provided, delivery by Seller shall be made via carriers and routes designated by the Manufacturer with freight charges to be included in the Total Purchase Price. Consistent with usual and customary logistical practices and due to the method of transport of Products offered by Seller, new vehicles may have substantial miles on the odometer at delivery. Seller shall not be liable for additional maintenance, normal wear and tear, or depreciation of new vehicles with substantial mileage due to the transport of the vehicle to Seller or to Buyer, and such substantial mileage shall not give Buyer any right to rescind or cancel this Agreement. Seller shall not be liable for a failure to deliver, or a delay in delivering, the Product(s) being sold pursuant to this Agreement where such failure or delay is due to or caused, in whole or in part, by the Manufacturer(s), wars or similar military actions, riots, civil protests, accidents, product shortages, strikes or other labor conditions, fires, storms, floods or other natural disasters, epidemics or pandemics (including by way of illustration Covid-19), governmental regulations or orders, or any other causes beyond the control of Seller or without the gross negligence or willful misconduct of Seller.
5. **BUYER DEPOSIT - DEPOSITS MAY BE ACCEPTED AS LISTED ON THE FRONT SIDE OF THIS AGREEMENT.**
 - A. Buyer agrees that the deposit, whether by cash, check (whether personal, company, certified or registered), wire transfer or ACH will be held by Seller and will be applied toward the cash portion of the Total Purchase Price, cash down payment, or initial lease purchase payments, whichever shall apply at the time of delivery.
 - B. Credit cards are not an approved form of deposit, but a credit card payment may be used to reserve a vehicle until an acceptable deposit is received by Seller.
 - C. If this Agreement is cancelled by Seller at no cost, expense, loss or inconvenience to Seller, the deposit will be returned to Buyer within ten (10) days after written request from Buyer.
 - D. It is further agreed that, if Buyer breaches this Agreement at any time after: (1) the Product(s) reach a non-cancelable point at the Manufacturer, (2) the Product(s) are purchased by Seller from another distributor or source, (3) modifications are made to this Agreement at Seller's expense, or (4) Seller has incurred any expenses whatsoever related to the sale of the Product(s), then Seller may, in its discretion, hold the deposit until Seller effects satisfactory sale or other disposition of the Product(s), in which event Seller will be allowed to retain from the deposit (a) all costs and charges Seller may incur, including flooring charges, until the Product(s) is sold, and (b) damages Seller has suffered by reason of such cancellation or delay, provided, however, in the event the costs and charges incurred and the damages suffered by Seller exceed the deposit, Buyer shall pay to Seller the amount of such excess and, in the event there is a balance after such retention of costs and charges and damages, the balance will be remitted to Buyer.

E. In addition, if Buyer has delivered a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, and if Seller cancels this Agreement or this Agreement is terminated or declared void for any reason, this section applies. If the Permitted Allowance (defined below) is less than zero, Buyer agrees to pay to Seller the amount of such deficit within ten (10) days of demand therefore. If the Permitted Allowance is greater than zero, Seller agrees to pay this amount to Buyer. The "Permitted Allowance" equals (1) the Net Received (defined below) multiplied by 85% minus (2) the creditor lien payoff. The "Net Received" equals (i) the sale price received by Seller for the Trade-In Vehicle minus (ii) the sum of Seller's costs of repairs and upgrades to the Trade-In Vehicle plus any taxes paid by Seller.

F. The foregoing provisions shall not, however, be interpreted to give Buyer any right to cancel this Agreement, but merely set forth the rights to the use or disposition of the deposit in the event this Agreement is cancelled without the consent of Seller.

6. LIMITATION ON WARRANTIES.

A. NEW PRODUCTS - MANUFACTURER'S WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Agreement are limited solely and only to the published Manufacturer's warranties, if any. Except for any such warranties made by Manufacturer(s), the new Product(s) are sold without any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed.

B. USED PRODUCTS - NO WARRANTIES (if the location of Seller is in the State of Arizona, see instead Section 20). Seller makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed) on any used Product(s) sold under this Agreement, all of which are sold "as is," except as may be set forth in any written limited warranty that is granted by Seller in Seller's sole discretion. Further, the applicability of an existing Manufacturer's warranty, if any, on used Product(s) shall be determined solely by the terms of such warranty and Seller shall have no responsibility or liability thereunder.

C. LIMITED WARRANTY ON SERVICES. Seller warrants that all services performed by Seller in conjunction with the sale of the Product(s), including if applicable installation, uplifting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date of delivery of the Product(s) to Buyer. Buyer's sole and exclusive remedy, and Seller's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. Seller provides no other warranties, whether express or implied or whether from course of dealing or usage of trade, for Services. The Services Warranty is strictly limited to services performed by Seller for Buyer. Seller does not warrant any services provided by any third-party, including but not limited to installation, uplifting or conversion services. Any such warranties are solely those that are provided by the third-party service provider.

D. NO OTHER WARRANTIES. Except as set forth above in this Section 6, Seller expressly disclaims all warranties of any kind or nature. There are no warranties beyond those specifically set forth on the face of this Agreement.

7. DENIAL OF FINANCING APPROVAL (if the location of Seller is in the State of Washington, see instead Section 21). If for any reason Buyer's financing approval is not received by Buyer, or this Agreement is terminated or declared void for any reason, this section applies. Buyer will promptly return the Product(s) to Seller. Buyer will pay to Seller, on demand, all reasonable charges and expenses for any damage to or use of the Product(s). If the Product(s) are not returned to Seller within 24 hours of Seller's request, Buyer agrees that (a) Seller may immediately retake possession of the Product(s) by any lawful means and (b) Buyer agrees to pay to Seller, on demand, (i) all costs and expenses paid or incurred by Seller in connection with retaking the Product(s), (ii) the greater of \$1.50 per mile or \$500 per day for the use of each vehicle from the date of delivery of the vehicle as provided herein to the date the vehicle is in the possession of Seller, and (iii) property damage, losses, claims, liabilities, costs and expenses (including attorneys' fees and costs), and other sums to the extent permitted by applicable law. In addition, if Buyer delivers a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, the provisions of Section 5.E above also shall apply.

BUYER'S OBLIGATIONS. Before delivery of any of the Product(s) and in accordance with the terms and conditions on the front side of this Agreement, Buyer shall pay the Unpaid Balance to Seller and execute and deliver to Seller a sales invoice on Seller's form and all other documents and instruments required by Seller, as well as any documents required by Buyer's lender or lessor. Buyer agrees that any misrepresentation made by Buyer on any credit application with respect to this Agreement shall constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement.

9. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in (a) all of the Product(s), (b) all additions, accessories and proceeds thereof, including but not limited to insurance proceeds covering loss, damage, or destruction, and (c) all service contracts and mechanical breakdown policies pertaining thereto. The security interest secures the payment of all amounts Buyer owes to Seller pursuant to this Agreement, including but not limited to the Total Purchase Price. Seller shall have the benefit of, and retain, the security interest granted herein notwithstanding any assignment of any retail installment contract or other financing agreement to a third party.

10. RISK OF LOSS; INSURANCE. Buyer shall assume all risk of loss of and damage to the Product(s) at the earlier of (a) delivery of the Product(s) to Buyer or (b) Buyer's receipt of title to the Product(s). Buyer shall obtain and have in effect insurance covering the Product(s) at the time Buyer assumes the risk of loss as provided above. Seller shall have no responsibility or liability for the Product(s) after the earlier of such times.

11. GOVERNING LAW; VENUE; TIME TO COMMENCE ACTION. Except to the extent that the laws of the United States apply or otherwise control, this Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located as identified at the top of the front side of this Agreement, without regard to conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Buyer hereby submits to the jurisdiction of the federal and state courts sitting in the county in which Seller is located as identified at the top of the front side of this Agreement. The mandatory venue for any claim, litigation, or other legal or administrative proceeding involving the parties to this Agreement (an "Action") and for any arbitration involving any Action shall be in the county in which Seller is located as identified at the top of the front side of this Agreement. Buyer has one (1) year from the date of delivery of the particular Product(s) to commence an Action against Seller, after which such Action shall be forever barred.

12. LIMITATION OF LIABILITY. Buyer agrees that Seller shall have no liability to Buyer for any incidental, indirect, special, consequential, or punitive damages or for any loss of income, profits, or anticipated profits, down time or business interruption.

13. FEES AND EXPENSES. In the event either Buyer or Seller engages the services of an attorney as a result of the breach of this Agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of its fees and costs of attorneys and experts and court or arbitration costs paid or incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy or the appointment of a receiver, or any creditor files for Buyer's bankruptcy and such proceeding is not dismissed within ninety (90) days, Seller shall be entitled to recover all of its attorneys' fees and costs and court costs paid or incurred by Seller with respect to such bankruptcy proceeding, including but not limited to seeking relief from a stay or seeking reaffirmation of Buyer's obligations under this Agreement.

14. EXECUTION AND DELIVERY BY ELECTRONIC TRANSMISSION. If this Agreement or any document or instrument is executed in connection with this Agreement is delivered by facsimile or email pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document or instrument. Additionally, the signature of or on behalf of any party on this Agreement transmitted by way of a facsimile or email shall be considered for all purposes as an original signature. Any such faxed or emailed document or instrument shall be considered to be valid and have the same binding legal effect as an original document or instrument. At the request of Seller, any document or instrument of Buyer that is executed or delivered by facsimile or email shall be re-executed and delivered by Buyer in an original or "wet" form.

15. **WAIVER; SEVERABILITY.** No waiver or consent by Seller relating to this Agreement shall be valid or binding unless it is in writing and signed by Seller authorized officer. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.
16. **NO BROKER; MANUFACTURER INCENTIVES.** Certain Manufacturer's incentives are intended to be used for retail customers at Buyer's location designated at the top of the front side of this Agreement. If at any time Seller determines that Buyer intends to engage in the resale or export of any of the Product(s) that is not in conjunction with further manufacturing or that is not first approved by Seller in writing, Seller shall have the right to cancel this Agreement by notice to Buyer and without any liability to Seller. Buyer represents that Buyer is not purchasing any of the Product(s) with the intent to resell or export the Product(s), except where such resale or export is in conjunction with further manufacturing. If at any time Seller determines that any of the foregoing representations are not true, Buyer shall pay to Seller any Manufacturer's incentives that are charged back to Seller.
17. **COMMUNICATION CONSENT.** Seller and any other owner or servicer of this Agreement may (a) use any information Buyer provides to Seller, including but not limited to contact names, location and mailing addresses, email addresses, cellphone numbers, and landline numbers, to contact Buyer for any purposes related to this Agreement, including debt collection and marketing purposes. In addition, Buyer expressly consents to any such contact being made by the most efficient means or technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Buyer is charged for the contact.
18. **CONSTRUCTION OF AGREEMENT.** This Agreement is the result of negotiations between the parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft thereof.

Section 19 applies only if Buyer is purchasing a vehicle from a location of Seller in the State of Washington

19. **DOCUMENTARY SERVICE FEE.** The documentary service fee or documentation fee shown on the front side of this Agreement is negotiable. The amount of such fee as shown has been agreed upon by Buyer and Seller.

Section 20 applies only if Buyer is purchasing a used vehicle from a location of Seller in the State of Arizona and it modifies Section 6.B above

20. **USED VEHICLE - LIMITED WARRANTY IN ARIZONA.** Seller hereby warrants that the vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. Buyer will have to pay \$25.00 for each of the first two repairs if this warranty is violated. This is the only warranty provided by Seller for the used vehicle. Seller otherwise makes no other warranties, express or implied, for any of the Product(s) sold to Buyer.

Section 21 applies only if Buyer is purchasing the vehicle from a location of Seller in the State of Alaska and it replaces Section 7 above

21. **DENIAL OF FINANCING APPROVAL.** If Buyer's final financing is not approved and, as a result, the transaction is not completed, and if Seller has delivered a vehicle to Buyer, then (a) Buyer shall, at Buyer's cost, deliver the vehicle to Seller at the location identified at the top of the front side of this Agreement, if the Trade-In Vehicle, if any, shall be returned to Buyer at Seller's location identified at the top of the front side of this Agreement in the same condition as received and with no more than 100 miles accumulated on the odometer, and (c) Seller shall return Buyer's entire down payment minus the following amounts owed to Seller: if Buyer made an intentional misrepresentation on its credit application or financial statement, (i) Buyer shall reimburse Seller for the use of the vehicle in excess of 100 miles at a rate equal to the greater of \$0.45 per mile or the business mileage rate applied by the IRS at the time the vehicle is returned to Seller, and (ii) Buyer shall be responsible for damages to the vehicle that occurred while the vehicle was in Buyer's possession and for parking tickets, towing fees, storage fees, inbound fees and other similar charges incurred by Buyer while the vehicle was in Buyer's possession.

22. **COUNTERPART SIGNATURES.** This Agreement may be executed by the parties in counterparts, each of which shall be an original and both of which together shall constitute one and the same Agreement.

23. **ARBITRATION CLAUSE - TO BUYER ("YOU" OR "YOUR"); THIS ARBITRATION CLAUSE SIGNIFICANTLY AFFECTS YOUR RIGHTS IN ANY CLAIM, DISPUTE OR CONTROVERSY (A "DISPUTE") WITH SELLER ("WE"). YOU SHOULD READ THIS ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.**

- A. **SUBJECT TO THE TERMS HEREOF, IN THE EVENT THERE IS ANY DISPUTE BETWEEN US, IT WILL BE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.**
- B. **IF A DISPUTE IS ARBITRATED, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- C. **DISCOVERY AND RIGHTS TO APPEAL IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND SELLER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.**
- D. **All disputes between us (individually a "party" and collectively the "parties"), whether in contract, tort or otherwise, and including the interpretation and scope of this clause, and the arbitrability of the dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement or any resulting matters, shall, at your or our election, be resolved by neutral, binding arbitration in a manner consistent with the laws of the state in which Seller is located as designated at the top of the front side of this Agreement. Any dispute shall be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator will be appointed by Judicial Arbitration and Mediations Services. The parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either party, and that any dispute between the parties will not be heard and decided by a judge or jury.**
- E. **Each party shall pay one-half of the arbitrator's fees and costs, unless one party is determined by the arbitrator to be the prevailing party, in which case the arbitrator, subsequent to the arbitration itself, may award to the prevailing party its share of the arbitrator's fees and costs, and award to the prevailing party the reasonable fees and costs of its attorneys and experts. The arbitrator's decision and/or award shall be final and binding on the parties and may be entered as a judgment and enforced in any court of competent jurisdiction.**
- F. **You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in bankruptcy court for disputes within its jurisdiction, unless such action is transferred, removed or appealed to a different court or is arbitrated. This Section 23 shall survive any termination or assignment of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.**

By setting forth his or her initials, Buyer acknowledges that this Agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER'S INITIALS: _____

QUOTE

Legacy Truck Equipment, Inc.

1101 E. Third St.
Santa Ana, CA. 92701
(657) 245 - 3920

QUOTATION NO. 40356
DATE August 17, 2023
EXPIRATION DATE 30 DAYS

TO: JESUS VILLEGRAS
RWC GROUP

(562) 299-3732

QUANTITY	DESCRIPTION	DELIVERY DATE	JOB	P.O. NUMBER	PAYMENT TERMS	
					UNIT PRICE	LINE TOTAL
1	18"H.x130"L. STEEL NON-REMOVABLE SIDE WALL - PASSENGER SIDE					
1	18"H.x96"L. STEEL NON-REMOVABLE REAR WALL					
1	18"H.x48"L. STEEL FIXED CEMENT BAG STORAGE BIN					
1	CHAMP C7000 MIXER WITH 22 CU. FT. VOLUME CAPACITY					
*	MOUNTED ON 48"D.x96"W. PLATFORM					
*	WHEELBARROW CUT-OUT					
*	WHEELBARROW HOLDER					
1	REAR ACCESS STEP					
1	HONDA EM500SX GENERATOR					
*	DOUBLD DOOR STORAGE COMPARTMENT					
*	SLIDE-OUT TRAY					
	(MOUNTED ON DRIVER SIDE, UNDER BODY)					
1	24"W.x36"D. STAKE BIN					
	(MOUNTED ON DRIVER SIDE, UNDER BODY)					
1	8" AIR HAMMER HOLDER					
	(MOUNTED ON DRIVER SIDE, UNDER BODY)					

THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED BELOW: ORDERS WILL BE PROCESSED ONCE DEPOSIT/P.O. & CHASSIS HAVE BEEN RECEIVED; IF CHANGES OF SPECS. ARE MADE, IT MAY CHANGE THE LEAD TIME AND/OR PRICE.

APPROVED BY (PRINT): _____

SUBTOTAL \$	
SALES TAX	TBD
DEPOSIT	
TOTAL	CONT.

SIGNATURE: _____ DATE: _____

WE VALUE YOUR BUSINESS!

QUOTE

Legacy Truck Equipment, Inc.

1101 E. Third St.
Santa Ana, CA. 92701
(657) 245 - 3920

QUOTATION NO. 40356
DATE August 17, 2023
EXPIRATION DATE 30 DAYS

TO: JESUS VILLEGRAS
RWC GROUP

(562) 299-3732

QUANTITY	DESCRIPTION	P.O. NUMBER	PAYMENT TERMS		
			DELIVERY DATE	JOB	Due Upon Receipt
1	14'x96" CONCRETE BODY				\$ 69,525.00 \$ 69,525.00
*	7GA. REAR & SIDE RAILS (NO POCKETS)				
*	4" FORMED STEEL CROSS MEMBERS @ 16" CENTERS				
*	7/8" WOOD SUB-FLOOR				
1	10GA. STEEL SMOOTH PLATE OVERLAY FLOOR - FULLY WELDED				
*	NO HEADBOARD				
*	NO ROPE HOOKS				
*	LED CLEARANCE LIGHTS				
*	LED TAIL LIGHTS				
*	UNDER CARRIAGE & FLOOR COATED BLACK				
*	BED FRAME INTERIOR HEAVY DUTY COATED BLACK				
*	BED FRAME EXTERIOR PRIMED AND PAINTED YELLOW				
1	36"W.x96"D.x46"H. STORAGE COMPARTMENT FOR WATER TANK SYSTEM				
*	250 GAL. WATER TANK				
*	APPROX. 15GPM WATER PUMP				
1	HOSE REEL WITH 1/2"x25' HOSE AND NOZZLE (MOUNTED AT THE REAR OF THE BED)				
1	20"W.x130"D.x46"H. TOOL STORAGE COMPARTMENT (MOUNTED ON THE DRIVER SIDE)				
*	THREE (3) - FIXED SHELVES				
*	40"W.x36"H. DOUBLE DOOR SIDE ACCESS				
*	20"W.x46"H. SINGLE DOOR REAR ACCESS				

THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED BELOW: ORDERS WILL BE PROCESSED ONCE DEPOSIT/P.O. & CHASSIS HAVE BEEN RECEIVED; IF CHANGES OF SPECS. ARE MADE, IT MAY CHANGE THE LEAD TIME AND/OR PRICE.

SUBTOTAL	\$ 69,525.00
SALES TAX	TBD
DEPOSIT	
TOTAL	CONT.

APPROVED BY (PRINT): _____

SIGNATURE: _____ DATE: _____

WE VALUE YOUR BUSINESS!

QUOTE

Legacy Truck Equipment, Inc.

1101 E. Third St.
Santa Ana, CA. 92701
(657) 245 - 3920

QUOTATION NO. 40356
DATE August 17, 2023
EXPIRATION DATE 30 DAYS

TO: JESUS VILLEGRAS
RWC GROUP

(562) 299-3732

DELIVERY DATE	JOB	P.O. NUMBER	PAYMENT TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	72"W.x20"H.x28"D. STORAGE BIN COMPARTMENT (MOUNTED ON PASSENGER SIDE, UNDER BODY)		
1	WATER COOLER HOLDER (MOUNTED ON PASSENGER SIDE, UNDER BODY)		
2	CONE HOLDERS (MOUNDED ON FRONT BUMPER)		
1	BACK-UP CAMERA WITH 7" MONITOR		
2	LED BEACON LIGHTS (MOUNTED AT THE FRONT OF THE WATER TANK STORAGE COMPARTMENT)		
8	LED STROBE LIGHTS (MOUNTED TWO ON: FRONT GRILL, SIDE RAILS & REAR MIXER PLATFORM RAIL)		

THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED BELOW: ORDERS WILL BE PROCESSED ONCE DEPOSIT/P.O. & CHASSIS HAVE BEEN RECEIVED; IF CHANGES OF SPECS. ARE MADE, IT MAY CHANGE THE LEAD TIME AND/OR PRICE.

SUBTOTAL \$ -
SALES TAX TBD
DEPOSIT
TOTAL \$ 69,525.00

APPROVED BY (PRINT): _____

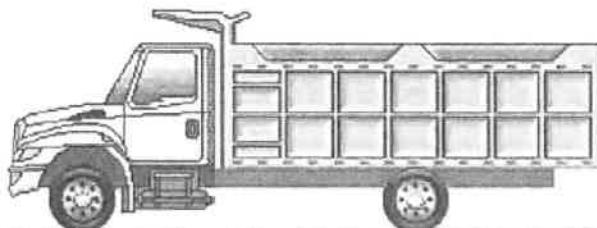
SIGNATURE: _____ DATE: _____

WE VALUE YOUR BUSINESS!

Prepared For:
 COUNTY OF HUNTINGTON PARK
 FERNANDO SANTACRUZ
 6900 Bissell St.
 Huntington Park, CA 90255-5507
 (323)584 - 6274
 Reference ID: 33000 GVW

Presented By:
 RWC Group
 Jesus Villegas
 3620 E FLORENCE AVE
 HUNTINGTON PARK CA 90255 -
 (323)560-3882

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 MV607 SBA (MV607)

AXLE CONFIG: 4X2
APPLICATION: Construction Dump
MISSION: Requested GVWR: 33000. Calc. GVWR: 33000, Calc. GCWR: 33000
 Calc. Start / Grade Ability: 21.02% / 1.32% @ 55 MPH
 Calc. Geared Speed: 94.4 MPH
DIMENSION: Wheelbase: 169.00, CA: 101.90, Axle to Frame: 73.00
ENGINE, DIESEL: (Cummins B6.7 260) EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM
 Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC: (Allison 2500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE: (Dana Spicer S26-190D) Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.25
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 11R22.5 Load Range H R268 ECOPIA (BRIDGESTONE), 500 rev/mile, 75 MPH, All-Position
TIRE, REAR: (4) 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive
 23,500-lb Capacity, Vari-Rate Springs
SUSPENSION, REAR, SINGLE: Cab schematic 100WP
PAINT: Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 169.00 Wheelbase, 101.90 CA, and 73.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black
1WAC	BUMPER EXTENSION, FRONT 4.0"
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
	<u>Includes</u>
	: SPRING PINS Rubber Bushings, Maintenance-Free
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EDR	AIR DRYER {Wabco HP} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

<u>Code</u>	<u>Description</u>
4XCY	BRAKES, REAR {Meritor 16.5X7 Q-PLUS HD} Air S-Cam Type, Cast Spider, Heavy Duty Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 26,000-lb Capacity per Axle
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8540	HORN, ELECTRIC (2) Trumpet Style
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXC	ALTERNATOR {Leece-Neville AVI160P2007} Brush Type, 12 Volt, 210 Amp Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VBA	POWER SOURCE, SPECIAL for Customer Installed Lift Gate; 200 Amp Max, Includes 00ga. Power Cable to End of Frame, Optional Power (PDM) for Power Source, Latched Switch on Instrument Panel, with a Time Out Feature, Battery Discharge Protection, Controlling a Mag Switch Which Provides Power
8VTW	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab

Code	Description
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened and Brake Pedal Released
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled
8XLT	ALARM, PARK BRAKE, TIMER Programmable Parameter to Change Alarm Trigger Time
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HCY	GRILLE Molded in Black, with Chrome Surround
9WBN	FENDER EXTENSIONS Painted
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes
9WBZ	BUG SCREEN Mounted Behind Grille and Bumper Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10UAC	VEHICLE REGISTRATION IDENTITY ID for the State of California
10WCY	SAFETY TRIANGLES
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

<u>Code</u>	<u>Description</u>
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12EXV	ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
	<u>Includes</u>
	: FAN Nylon
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12VJR	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPW	OIL PAN Extended Service Interval, 19 Quart Capacity, For Cummins ISB/B6.7 Engines
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZB	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZX	CARB EMISSION WARR COMPLIANCE for Cummins B6.7 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
13BBK	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WVS	TRANSMISSION SHIFT CONTROL T-Handle
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
13XBC	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, with DynActive, Dynamic Shift Sensing, Neutral at Stop-Premium, with Coast Mode and Acceleration Rate Management (FuelSense 2.0 Max)
14AHL	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.25
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WHV	ANTI-SIPHON DEVICE for Single Tank; 2-Inch Diameter; Located inside Fuel Tank Fill Neck
16030	CAB Conventional, Day Cab
	<u>Includes</u>

<u>Code</u>	<u>Description</u>
16BAM	: CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16GEG	AIR CONDITIONER with Integral Heater and Defroster GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SNV	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SSH	MIRROR, CONVEX, HOOD MOUNTED (1) Right Side, Breakaway, Bright
16VBS	CONSOLE, CENTER Polypropylene, with One Coin Holder, One Cup Holder and One Thermos Holder, with Laptop PC or Clipboard Storage, Includes small Storage Area
16VCC	SEAT BELT All Orange; 1 to 3
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSE	LOW WASHER FLUID INDICATOR
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

<u>Code</u>	<u>Description</u>
27DYC	WHEELS, FRONT {Alcoa ULA18} DISC; 22.5x8.25 Rims, Brush Finish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DYC	WHEELS, REAR {Alcoa ULA18} DUAL DISC; 22.5x8.25 Rims, Brush Finish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29ACD	TIRE VALVE CAP Flo-Thru Design
29PBY	COATING IDENTITY, REAR WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base
7372139003	(4) TIRE, REAR 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive
7382139059	(2) TIRE, FRONT 11R22.5 Load Range H R268 ECOPIA (BRIDGESTONE), 500 rev/mile, 75 MPH, All-Position

Services Section:

40129 WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A

40NSG CARB COMPANION PLAN {Navistar} for CARB B6.7 and L9 Engines

2023 2024 COMMODITY SURCHARGE

BRIDGETOWN TIRE SURCHARGE

Cement Body

Tire Tax Fee

Doc & Admin Fee

ITEM 9

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO EXTEND NORTH STAR LAND CARE'S CITYWIDE TREE MAINTENANCE CONTRACT FOR ONE YEAR AND INCREASE CONTRACT BY FIVE PERCENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a one-year extension of North Star Land Care's Citywide Tree Maintenance contract and one-time five percent contract increase of \$15,963.75; and
2. Approve an appropriation of \$15,963.75 into Account No. 535-8090-452-56.60; and
3. Authorize the City Manager to execute the professional services agreement amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the October 6, 2020 City Council meeting, the City Council awarded the Citywide tree maintenance contract to North Star Land Care. Tree pruning and trimming are part of North Star Land Care's responsibilities as the City's arborist and tree and landscape maintenance contractor. Street trees are trimmed for public safety requirements and to clear rights-of-way (ROW). Maintaining the City's trees help provide visibility for motorists, traffic signals and other traffic control devices by trimming back vegetation that encroaches on the public ROW. Providing clearance is an essential service that consists of removing lower limbs and overgrowth from street trees to provide adequate clearance for vehicles, cyclists, pedestrians and construction activities. Increased line of sight visibility is also extremely important.

During the selection process, North Star Land Care provided the most responsive proposal. Due to the rising cost of equipment, labor and material, the contractor is

CONSIDERATION AND APPROVAL TO EXTEND NORTH STAR LAND CARE'S CITYWIDE TREE MAINTENANCE CONTRACT FOR ONE YEAR AND INCREASE CONTRACT BY FIVE PERCENT

October 3, 2023

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requesting a five percent (5%) increase and a contract extension (Attachment 1). Considering the aforementioned, North Star Land Care's familiarity with our City and residential needs, the recommendation of staff is to approve the 5% increase and execute the one-year extension amendment.

FISCAL IMPACT/FINANCING

Total professional services agreement is for \$319,275 per year. An additional budget appropriation is requested in the amount of \$15,963.75 into Account No. 535-8090-452-56.60.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. North Star Land Care Professional Services Agreement First Amendment

ATTACHMENT "A"



FIRST AMENDMENT TO CITYWIDE TREE MAINTENANCE SERVICES CONTRACT NORTH STAR LAND CARE

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of **October 3, 2023**, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **North Star Land Care** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, Contractor performs citywide tree maintenance services (pruning, trimming, etc.).

WHEREAS, on or about October 6, 2020, the Parties executed and entered into that certain professional services agreement titled, Professional Services Agreement Citywide Tree Maintenance Services hereinafter, the "Agreement", which is attached hereto as Exhibit "A".

WHEREAS, the City is exercising its right to extend the contract for one year as authorized by the original contract.

WHEREAS, the contract timeline is extended to **October 5, 2024**,

WHEREAS, the Contractor is requesting a one-time five percent (5%) increase totaling **\$15,963.75** (Exhibit "B"). Compensation for any and all additional work is covered under Section 1.3 Compensation, of the original agreement executed on October 6, 2020.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the First Amendment and Professional Services Agreement (Exhibit "A") shall control. This First Amendment and Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in all documents.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

NORTH STAR LAND CARE

By: _____

Ricardo Reyes
City Manager

By: _____

Tony Martinez
President

ATTEST:

By: _____

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____

Arnold M Alvarez-Glasman,
City Attorney

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT
DATED OCTOBER 6, 2020



PROFESSIONAL SERVICES AGREEMENT
Citywide Tree Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **6th day of October 2020** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **North Star Land Care** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **October 6, 2020 to October 5, 2023**, with an option to extend for two (2) additional one-year terms (October 6, 2025). It is the CONTRACTOR'S responsibility to request an extension at least (30) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the annual budgeted aggregate sum of **\$319,275** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks

performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:** CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services

and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**
 - A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement

pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
Attn: Tony Martinez
Phone: (562) 674-3076

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

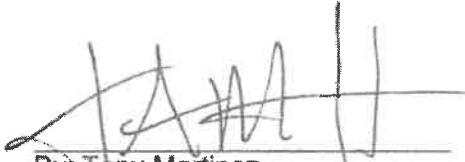
CITY OF HUNTINGTON PARK:



By: Ricardo Reyes
City Manager

Date: 11/12/2020

NORTH STAR LAND CARE:



By: Tony Martinez
President

Date: 11.12.2020

APPROVED AS TO FORM:



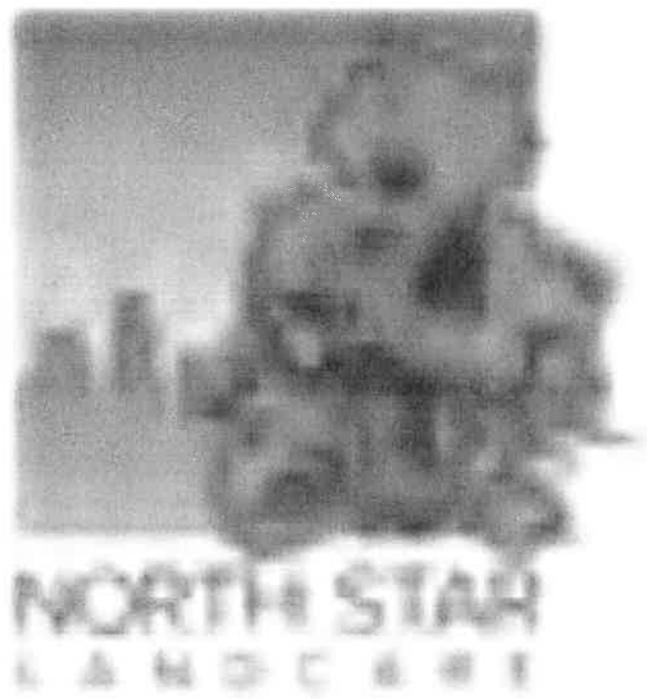
By: City Attorney

Date: November 16, 2020

EXHIBIT "A"
SCOPE OF WORK
NORTH STAR LAND CARE

August 31, 2020

City of Huntington Park Proposal for: Tree Maintenance Services



**NORTHSTARLANDCARE.COM (562)674-3076
LIC# 1034669 DIR# 1000046611**

COVER LETTER

Public Works Director: Cesar Roldan
City of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255

RE: Tree Maintenance Service
DUE: Monday, August 31, 2020 at 2pm

North Star Landscape ("North Star") is pleased to submit our proposal for the City of Huntington Park's Tree Maintenance Service Request for Proposal. **Our company has a good standing license with the State of California Contractor license Board under license CA#1034669 with classifications: C27, D49 & C61. North Star is a qualified and registered company with the Department of Industrial Relations #1000046611.** As the current vendor for the City of Huntington Park, our proposal will highlight our experience, professionalism, and knowhow of what this RFP is looking for in a Tree maintenance company. North Star has the breadth and depth of resources, skills, manpower, equipment, and expertise needed to provide Municipal Tree maintenance services to the City of Huntington Park. During these unprecedented times, North Star has not missed a beat in assisting our Municipal clients by augmenting City staff so the delivery of quality tree maintenance services would continue without interruption.

We are keenly aware of the City's expanded scope of services for this specific Tree Maintenance project. North Star is ready to team up with the City of Huntington Park once again to deliver high-quality customer service, reliability, responsiveness, and cost-effective Tree maintenance services. Our commitment is to provide a high level of service to the City and an ability to quickly and efficiently meet the needs of the community which makes us an ideal partner for the City of Huntington Park.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional tree workers, diligent staff who provide quality tree services by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. North Star believes in the representation of our employees. Eligible personnel are members of Laborers' International Union of North America (LiUNA Local 1309).

Assigned contacts for this important project are as follow:

Area Manager, Tony Martinez (310) 704-9885 tony@northstarlandcare.com

Field Manager, Alex Rojas (951) 275-4254 alex@northstarlandcare.com

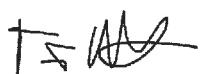
Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

Business Development, Salvador Covarrubias, (562) 674-3076 salvador@northstarlandcare.com

North Star Landcare thanks you for the opportunity to submit our proposal. As the President of North Star, I certify that this proposal being submitted is valid for 60 days. Please feel free to contact me directly if you have any questions or need further information or clarification at (310) 704-9885 or tony@northstarlandcare.com.

Sincerely,

Jose A. Martinez



Page 1



North Star Land Care

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SECTION 1: SCOPE OF WORK

North Star would assign Tony Martinez, Area Manager to the Tree Maintenance Project.

Mr. Martinez has over 24 years' experience in tree maintenance projects and is an I.S.A. Certified Arborist (#WE-1278AU) and is also an I.S.A. Certified Tree Worker. He is also certified in Cardio-Pulmonary Resuscitation (CPR), Certified in First Aid and Aerial Rescue. Mr. Martinez is currently the CEO & Area Manager of North Star Land Care and has supervised the completion of many Municipal tree contracts in the County of Los Angeles, Orange County, San Bernardino County and Riverside County. Currently he is supervising North Star Land Care's 7 Municipal contracts.

North Star Land Care has created and owns a proprietary web-based Tree Inventory Database called **NS TREE CLOUD**. Our Company is prepared to complete a full Tree Inventory for the City of Huntington Park in a 2 month period.

Below is the typical technical approach and define quality control plan. However, the technical approach can be modified to meet the needs of the City.

PERFORMANCE OF WORK.

1. Daily – Weekly Supervision:

- a. Report to City representative on an as needed basis; to be determined by City Staff.
- b. Supervise tree services crew to maintain proper trim patterns.
- c. Supervise traffic control.
- d. Report any damages or injuries within one hour of occurrence.
- e. Respond to any residents'/personnel complaints or questions concerning project.
- f. Final inspection of tree work to insure proper clean-up on daily basis.
- g. Maintain daily records of hours worked by each employee and work completed.
- h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also, North Star shall on each Friday, or as specified by the City, submit to the City (Engineer a weekly copy of daily work reports throughout the term of the contract. In addition, the contractor shall advise the Grounds Supervisor of the following Week's schedule. Daily work records shall be formatted for easy translation in the AGENCY" S Excel program or as directed by city staff.
- i. Staff will notify the City of any changes in start date of each tree maintenance operations at least 48 hours in advance. Should North Star discontinue work for any reason, the City must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.



2. Work Schedule:

- a. Staff will start the tree trimming project within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
- b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any tree work in the City or as directed by the City representative and Grounds Supervisor.
- c. Staff must notify residents 72 hours in advance prior to restricting street parking or access to work area and will post "No-Parking" signs with the date of work to be performed including notification of tree trimming on each sign 72 hours in advance of operations.
- d. Only one job site shall be worked at a time unless specifically approved in advance by the City Inspector or his authorized representative.
- e. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. Tree trimming schedule will be modified, as necessary, during the course of the contract, based on City trimming needs.

3. Tree Work Performed:

- a. Will be according to the International Society of Arboriculture or National Arborist Association and to the City specifications (see detailed specifications of Request for Proposal).
- b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
- c. Hazardous Tree Notifications: Staff will report to the City Arborist/ Grounds Supervisor of any tree defects or hazardous trees within an hour of notice.
- d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
- e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- f. Staff will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to personnel or others near work site, work is to immediately cease and the appropriate utility company notified by North Star.
- g. Sprinkler repair will be made immediately. All North Star Supervisors' trucks are equipped to handle most sprinkler repairs as they occur.



- h. No hooks, gaffs, spurs, or climbers will be used by anyone employed by North Star for tree trimming. Plants or other material growing on the trees shall be removed at ground level at time of trimming.

4. Wildlife Protection Plan:

- a. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any tree work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
- b. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.
- c. Our Company has partnered up with a Biologist that from time to time inspects specific trees for wildlife nests.

5. Hours of work in City:

- a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
- b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed.
- c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. Emergency – On Call Work

- a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
- b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text or email.
- c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers.

7. Clean-Up & BMP

- a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
- c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
- d. Staff shall fully adhere to the City's BMP practices.
- e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
- f. Vehicle washing, mechanic or other non-storm or other activities shall be contained within the project site using the right BMPs.
- g. Staff will adhere to Federal, State and local requirements for BMPs.

8. Compliance with Laws and Regulations:



- a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

- a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
- b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
- c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Brochure/letter:

- a. North Star will provide the City a sample brochure "Public Notice of the Tree Trimming Program" for approval before starting any tree work in the City. Once sample brochure has been approved, final draft will be printed and distributed 24 to 48 hours prior to commencing any tree trimming work. A sample copy has been included in this proposal.

11. Photographs:

- a. North Star will supply the City representative photographs of "Before and After" trimming that is suitable for reproduction if required.
- b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

12. Disposal of Materials:

- a. All tree branches produced as a result of North Star's operations will be reduced reused, recycled, and/or transformed.
- b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939.
- c. All tree branches chipped and/or mulched shall be made available free of charge to the City.
- d. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

13. Public Safety/ Traffic Control:

- a. North Star shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
- b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).



- c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
- d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
- e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree trimming operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
- f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
- g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
- h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

14. Customer Service:

- a. In the forefront of providing great customer service we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs who brings all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently.
- b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.



SECTION 2: SCHEDULE

North Star proposes the following schedule to cover the defined scope of work in section two of the Request for Proposal. North Star has a 24hr Emergency crew ready to deploy incase of any emergency.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours							
6:30 A.M.		Tailgate meeting					
7:00 A.M.		Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	
8:00 A.M	Available	Grid	Grid	Service	Grid	Removals	Available
9:00 A.M	all day	Work	Work	Requests	Work	Requests	all day
10:00 A.M	for	between	between	between	between	between	for
11:00 A.M	After	7:00 A.M	After				
12:00 P.M	Hour	to	to	to	to	to	Hour
1:00 P.M	Emergencies	4:00 P.M	Emergencies				
2:00 P.M							
3:00 P.M							
4:00 P.M							
5:00 P.M							
6:00 P.M							



SECTION 3: PROJECT TEAM, KEY PERSONNEL AND RESUMES

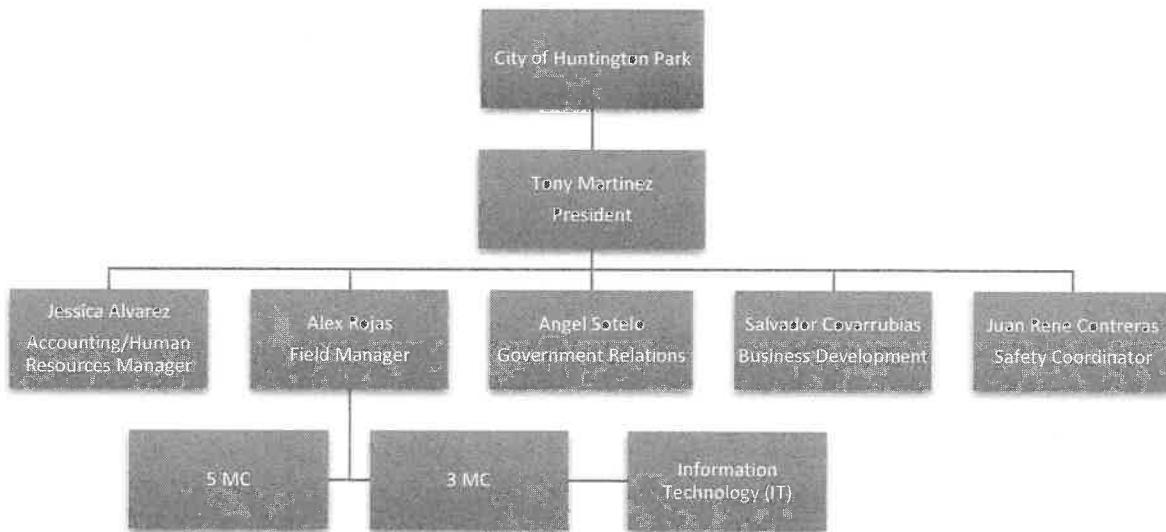
North Star's Project Team and Key Personnel is as follows



North Star employs over 22 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees. Eligible personnel are members of Laborers' International Union of North America (LiUNA Local 1309).

Below are brief backgrounds on North Star's management team and key team

LiUNA! Laborers' International Union of North America



North Star's Executive Team

Tony Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel J. Sotelo, Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree care industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in developing and maintaining public agency relationship thru community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the client agencies & North Star in order to best serve the community.



Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is a certified Human Resources Professional through CSUSB and CPR/First Aid/BLS certified.

Salvador Covarrubias- Business Development

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Alex Rojas- Field Manager, Certified Arborist (WE-9493A)

Alex has over 12 years of experience in the tree maintenance Industry and in Landscape Architecture. Alex holds a bachelor's degree in Graphic Design. Alex has managed over 30 tree maintenance contracts throughout Southern California. He is an expert in data collection for Municipal tree inventories.

Juan Rene Contreras- Safety Coordinator, CAL OSHA Certified

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.



JOSE ANTONIO MARTINEZ

11148 Walnut Street, Bloomington CA 92316 • (323) 501-1598 • tony@northstarlandcare.com

EDUCATION**Cal Poly San Luis Obispo**

Bachelor of Arts, Political Science, June 2001

San Luis Obispo, California

- Including 2 years of Landscape Architecture with courses in botany, soil science, design, and plant identification

Harbor College, Los Angeles

Associate of Arts, June 1995

Los Angeles, California

LICENCES/CERTIFICATIONS

C-27 Landscape Contractor's State License Board, January 2018
 Qualified Applicator, Department of Pesticide Regulation, February 2016
 Awareness Program, Tree Learning Center, March 2019
 Certified Tree Risk Assessor, March 2012-March 2013
 Utility Specialist Arborist, April 2010
 Certified Tree Worker, August 1995
 Certified Arborist, June 1993

Sacramento, California
 Sacramento, California Wildlife
 Jurupa Valley, California
 Los Angeles, California
 Henderson, Nevada
 Arvin, California
 Orange, California

WORK EXPERIENCE**North Star Land Care**Downey, California
 April 2019-July 2020

Created company automation through the development of all companywide database. Created companywide job descriptions, operator manuals, and workflow processes to systematize the company. Helped create and implement company long-term and short-term goals. Helped create company tasks, and hierarchy. As company lead arborist I am in charge of diagnosing the health of requested trees.

North Star Land CareBloomington, California
 March 2018 – April 2019

Started North Star Land Care as a subcontractor, in our first year we were able to maintain over 15,000 trees with a German crew. Introduced processes to work efficiently and productively. Began safety program tailored to Landscaping and Tree Industry.

**Trimming Land Company Incorporated
Consultant**Riverside, California
 March 2018 – February 2019

Worked in the capacity of a company consultant from operations, human resources, contract management, green waste department, heavy equipment operator, head Arborist, and database creator/manager.

**Trimming Land Company Incorporated
Operation Manager/Co-Office Manager**
Managed all company RFP's, human resource department, operations, client staff management, insurance procurement.South Gate, California
 February 2014- March 2018**Trimming Land Company Incorporated
Operations, business development**South Gate, California
 March 2014- October 2016

Managed day to day company field operations and business logistics. As head certified arborist I wrote all necessary reports for the company's clients. I met with all city staff members to schedule yearly workloads. Created company logo, re-branded company from Trimming Land Company to TLC. Trained and developed six company numbers to become certified tree workers under the International Society of Arboriculture.

**Trimming Land Company Incorporated
Operations, Commercial Driver**
Helped organize crew's and was head commercial operator.

October 2010- April 2011



Salvador Covarrubias

14030 McClure Ave Apt 111
Paramount, CA 90723
(562) 881 - 6215
salvador@northstarlandcare.com

EXPERIENCE

North Star Land Care, Downey — *Business Development*

July 2020 - Present

- Searching desirable business opportunities while conducting research on the landscaping and tree maintenance market
- Assist and maintain service area database
- Assist in new bid requirements and effective procedures for North Star Land Care

The Walt Disney Company, Anaheim — *Merchandise Operations Lead*

May 2018 - May 2020

- Operate the retail side of Disney California Adventure park by completing transactions, processing returns, and maintaining stock count in an efficient manner.
- Work as a team with my fellow cast members while assisting them if they had any guest concerns.
- Tailor to the guests needs with the goal of satisfying each and every one of them by displaying a positive and helpful attitude.

JCPenney, Downey — *Sales Associate*

October 2015 - December 2017

- Assess customer needs and provide assistance and information on products.
- Remain knowledgeable and stay up to date on the daily coupons and promotions that the company currently has.
- Assist customers in opening Credit Cards to keep up with company goals.

EDUCATION

California State University Long Beach, Long Beach

September 2014 - May 2019

- BA, Consumer Affairs

St. John Bosco, Bellflower

August 2010 - May 2014

- Teacher's Assistant 2013-2014

SKILLS

- Effective customer service skills in retail environment
- Excellent team player who contributes and supports team goals
- Strong attention to detail
- Excellent analytical, organizational, and communication skills
- Ability to prioritize and handle multiple tasks in a challenging environment



SECTION 4: COMPANY QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2022
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- 7 Municipal contracts
- \$1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- ISA Certified Tree Workers on Staff
- ISA Certified Utility Line Clearance Specialist
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 30 Modern Vehicles in Fleet
- North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency
- North Star Land Care has the experience to perform work assigned by the city of Huntington Park in a timely manner and within allocated budget



SECTION 5: REFERENCES

North Star Land Care provides the following 3 references

Reference #1

Name:	Cynthia Foreman
Organization:	City of Lynwood
Type of Service	Tree Maintenance
Contact Information	(310) 800-5737 11330 Bullis Road. Lynwood, CA 90262
Date of Services	03/2018 to Present

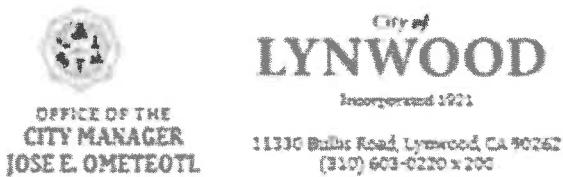
Reference #2

Name:	Abel Hernandez
Organization:	City of Maywood
Type of Service	Citywide Tree Maintenance
Contact Information	4319 Slauson Ave. Maywood, CA 90270 (323) 562-5700
Date of Services	06/2019 to Present

Reference #3

Name:	Andrea Gullo
Organization:	Los Angeles County Habitat Authority
Type of Service	Weed abatement
Contact Information	(562) 945-9003 7702 Washington Ave Suite C Whittier, CA 90602
Date of Services	05/2018 to Present





August 29, 2019

Subject: Letter of Recommendation

To Whom It May Concern,

It is with great pleasure that I take this opportunity to provide a recommendation for North Star Land Care.

North Star Land Care was selected to provide high quality arborist services to the City of Lynwood. They also specialize in tree disease & insect infestation, citrus nematode, and tree and stump removals. North Star Land Care has and continues to provide high quality service to the Lynwood community.

I have observed North Star Land Care's delivery of service to the community with the handling of tree and shrub maintenance as well as the landcare. Their service is professional and efficient.

The City of Lynwood and many organizations within the city are grateful to North Star Land Care for supporting community programs. I truly believe that North Star Land Care provides valuable service to the City of Lynwood.

Sincerely,

Jose Ometeotl
City Manager





August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

A handwritten signature in black ink, appearing to read "Abel Hernandez".

Abel Hernandez
Public Works Coordinator
City of Maywood



SECTION 6: CITY'S STANDARD CONTRACT SERVICES AGREEMENT

North Star does not take exception to the City's proposed Standard Contract Service Agreement as provided in the Request for Proposal and will comply with all aspects of the Agreement.

City of Huntington Park City Hall 6550 Miles Ave. Huntington Park CA 90255-1519 (323) 584-6232	Business License /Permit NO 20-00027646 DISPLAY IN A PROMINENT PLACE																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">This License issued Subject to the conditions Listed on the Reverse side hereof</td> <td style="width: 50%; padding: 5px;">State License Number 1034669</td> </tr> <tr> <td colspan="2" style="padding: 5px;">LICENSE NOT TRANSFERABLE BOFE NO</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Business License Number 20-00027646</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Type of Business C27 C61 D49-LANSCAPING</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Account Number 0022548</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Business Location</td> </tr> <tr> <td colspan="2" style="padding: 5px;">License Stamp / Tag</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Business Name NORTH STAR LANDSCAPE</td> </tr> <tr> <td colspan="2" style="padding: 5px;">License Valid From</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Owner Name TONY MARTINEZ</td> </tr> <tr> <td colspan="2" style="padding: 5px;">License Expires December 31, 2020</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Mailing Address 11148 WALNUT ST</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Date Issued February 03, 2020</td> </tr> <tr> <td colspan="2" style="padding: 5px;">BLOOMINGTON CA 92316</td> </tr> </table>		This License issued Subject to the conditions Listed on the Reverse side hereof	State License Number 1034669	LICENSE NOT TRANSFERABLE BOFE NO		Business License Number 20-00027646		Type of Business C27 C61 D49-LANSCAPING		Account Number 0022548		Business Location		License Stamp / Tag		Business Name NORTH STAR LANDSCAPE		License Valid From		Owner Name TONY MARTINEZ		License Expires December 31, 2020		Mailing Address 11148 WALNUT ST		Date Issued February 03, 2020		BLOOMINGTON CA 92316	
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BLOOMINGTON CA 92316																													
By _____																													



SECTION 7: CITY'S STANDARD INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

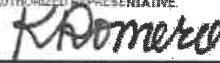
DATE RENDERED/ISSUED
01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(j)s must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Strong Tie Insurance Services Inc 8135 Florence Ave Ste 201 Downey, CA 90240 License #: 0D87939	CONTACT NAME: Nereida Murillo PHONE: 800-985-2001 FAX: 323-560-8823 EMAIL: nmurillo@strongtieinsurance.com ADDRESS:
INSURED	NORTH STAR LAND CARE, INC 11148 WALNUT ST BLOOMINGTON BLOOMINGTON, CA 92316-3232	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company 41297 INSURER B: Mercury Insurance Company 27553 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 00000000-277781	REVISION NUMBER: 29				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INTER. LTH	TYPE OF INSURANCE	ADOLISURE ISSUE DATE	POLICY NUMBER	POLICY EFF. IMMEDIATELY	POLICY EXP. IMMEDIATELY	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEKT <input type="checkbox"/> LOC OTHER:	Y	CPS2810819	03/06/2018	03/06/2019	EACH OCCURRENCE \$ 2,000,000 TOTAL L. TO RETAIN PREMISES (Ex. OCCURRENCE) \$ 100,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJ. \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTOS OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NO OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BA040000042695	03/02/2018	03/02/2019	L. EACH ACCIDENT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/EMPLOYEE EXCLUDED (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y <input type="checkbox"/> N <input type="checkbox"/>				
B	PHYSICAL DAMAGE		BA040000042695	03/02/2018	03/02/2019	\$1,000 DED
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Addendum Remarks Schedule, may be attached if more space is required) THE CITY OF HUNTINGTON PARK ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ADDED AS ADDITIONAL INSURED.						

CERTIFICATE HOLDER	CANCELLATION
THE CITY OF HUNTINGTON PARK 6550 MILES AVE HUNTINGTON PARK, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE  (NMC)	

SECTION 8: OTHER INFORMATION



August 31, 2020

Dear Mr. Cesar Roldan

As the CEO of North Star Land Care, I would like to take the time and thank you for the opportunity of working with you and your staff over the past few years. It has been a pleasure and an honor teaming up with your staff to provide the City of Huntington park and its residents the best Tree service that my company can provide. We have a professional team made up of many passionate individuals with one goal in mind, providing our Municipal clients with the best possible tree maintenance service at a fair price. We take full pride in serving the communities we grew up in and now call our home. Most of our employees live 15 minutes from the city of Huntington park City Limits.

We look forward to the continued relationship with you and your staff. As a working CEO, you will see me in the field with our staff on the day to day operations. Trees are my passion and I strive to radiate that throughout the entire North Star family. In 1993, I was honored to be one of the youngest Certified Arborist in the world. And today, I feel honored to have teamed up with you and our staff to bring all that knowledge and experience back into our communities for a greener and healthier City for the next generation.

Sincerely

Tony Martinez

President

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com



ADDENDUMS



Department of Public Works

August 5, 2020

Addendum # 1

Request for Proposals for City of Huntington Park

Regarding the City's RFP process for Tree Maintenance Services. This addendum and all subsequent (if any) must be executed and returned with the proposal submitted.

Tree Inventory

The following Addendum No. 1 is hereby made a part of the Request for Proposal for the Public Works Tree Maintenance Services Contract, as fully and completely as if the same were set forth herein.

1. City of Huntington Park Tree Inventory - July, 2020
2. City of Huntington Park - New Tree Inventory - July, 2020

Any and All notifications or Addendum must be acknowledged via signature by the proposer and made part of and incorporated as part of the proposal.

Statement of Proposal Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

North Star Land Care

Contractor Name

8/31/2020

President

Date

Title

Hereby acknowledge receipt of Addendum No. 1 to the REQUEST FOR PROPOSAL for Tree Maintenance Services and have considered the same in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.





Department of Public Works

Date: 8/12/20

Addendum # 2

Request for Proposals for City of Huntington Park

RFP: Tree Maintenance Services

The following modifications are to be included in the request for proposals for Tree Maintenance Services. This addendum and all subsequent (if any) must be executed and returned with the proposal submittal.

Questions and Answers

Q. Who is the existing contractor and how long have they been in the city?

A. North Star Land Care, Inc. since November 2018.

Q. Can you provide a copy of the most current Contract Pricing?

A. Attached.

Q. The most current contract I can find on file was awarded at the September 21, 2015 Council Meeting and was for 3 years.

Q. Was this contract extended past 2018?

A. That contract with Trimming Land Company was amended in August, 2018 and extended the term till September, 2018. Then that same contract was assigned to North Star Land Care, Inc. in November of 2018.

Q. If so, can you please provide a copy of the amendment with pricing?

A. Attached.

Q. Was this contract rebid in 2018?

Q. If so, can you please provide the Bid Results and resulting contract with pricing?

A. It was not rebid. This is the RFP to solicit proposals.

Q. The RFP does not include a Fee Schedule for contractors to use to fill out their pricing

Q. In what format are you requesting bidders provide the City with our proposed pricing?

A. Fee schedule provided in the attached documents with this amendment.

Q. How are you going to ensure that the proposals you receive are apples to apples?

A. From the submitted fee schedules and submitted proposals.

Q. What are the determining factors for contract award?

A. Please see section 6 page 14 of the RFP.

Q. What are the determining factors for identifying the low bidder?

A. This is not a NIB this is an RFP



Q. What is the estimated annual budget for this contract?

A. \$163,000.00

Q. Is the City on a Calendar or Fiscal Year?

Q. If Fiscal, please provide the Start/End months?

A. Fiscal Year, July 1 to June 30 of the following year.

Q. Will the contract's annual budget match the City's fiscal Start/End months?

A. No.

Q. What is the estimated start date for this contract?

A. ASAP

Q. Does the City perform general pruning on a grid?

A. Yes.

Q. Can we be provided with a grid map indicating the last grid that was completed and the next grid due to be pruned.

A. Yes, map is attached in the documents with this amendment. The last grid that was completed was grid #4 next is grid #5.

Q. For the Grid that was most recently completed; is the City satisfied with the pruning pattern that was used?

A. Yes.

Q. How many years is your general pruning cycle?

Q. Are there any specific species, or areas that are pruned more frequently?

A. Three years, no.

Q. Do you trim trees throughout the year or in specific seasons?

A. Throughout the year.

Q. Are Parks included as part of this Contract?

A. Yes.

Q. If so, are we allowed to drive aerial lifts on the turf?

A. Yes, but with proper scheduling and notifying of Public Works staff.

Q. Are there any City owned facilities or properties that are not included as part of this contract?

A. No.

Q. Are there any full-time tree workers on the city's staff?

A. No.

Q. If yes, what are their responsibilities?

A. N/A

Q. Is equipment staging allowed in the City?

A. No.



Q. What is the current inventory you are using?
A. Please see the documents from amendment #1.

Q. When was the inventory last updated?
A. July, 2020.

Q. Does the City currently utilize a GPS inventory?
A. No.

Q. Please confirm that there are no Bonding requirements.
A. Confirmed.

Q. Will there be CPI adjustments allowed during the extension option years?
A. No.

Q. Can you please provide a summary of trees, by species and size that have been trimmed over the most recent full contract year?
A. Please see attached excel included as part of this amendment.

Q. Can you please provide a summary of trees, by species and size that have been removed over the most recent full contract year?
A. Please see attached excel included as part of this amendment.

Q. Can you please provide a summary of trees, by species and size that have been planted over the most recent full contract year?
A. Please see the documents for amendment #1.

Q. What State Contractor's License(s) are required for this contract?
A. The C-61/D-49

Q. The specifications state that "the Public Works Director or designee shall designate the Contractor's arborist to write pruning specifications for each project. All pruning specifications should include:
Q. Location of Trees, Pruning Objectives, Methods of Pruning, Extent of Pruning (location, percentage, part size, etc.) Does this pertain to Grid Trimming and/or for each trimming assignment?
A. No.

Q. For tree removals and tree planting, will the City mark the sites prior to the Contractor contacting Underground Service Alert?
A. Yes.

Q. Does the City expect the palm trees to be skinned at the time of trimming?
A. No.

Q. Under "Special Circumstances," the City recognizes that in addition to the routine maintenance services described in the Scope of Services (Exhibit "A"), the Contractor may be tasked to provide services that are outside the regularly scheduled activities due to emergencies, special circumstances, or any other unforeseen situation. The Contractor will provide labor, tools, equipment, materials and supplies necessary to complete all the work



described below in a timely manner that will meet the City's requirements at no additional cost to the City. Please clarify. Does the City expect additional services to be performed at no cost?

A. No. Contractor will bill accordingly for emergency call outs.

Q. Under "Tree Removals," all tree removals shall be determined by the CITY and will be subject to the CITY's Urgency at no additional cost to the City. The Contractor shall obtain confirmation from the City Engineer or his/her designee prior to the removal of any tree. Please clarify "no additional cost."

A. Contractor will bill accordingly for tree removals.

Q. How often are root barriers installed during tree planting? We see that the specifications state that the City may request root barrier installation at no additional cost to the City.

A. Not often, but contractor will not be expected to do tree planting.

Q. Under "Section I. Herbicides & Pesticides," the Contractor shall empty all trash receptacles provided by the City on a daily or as needed bases during regular working hours. Contractor shall use and provide at its own expense trash liners for each trash receptacle. Is this for Landscape Maintenance contractors?

A. The paragraph mentioned in the above question is actually under section 2. K. General Maintenance and Clean Up on pg. 13. Please omit paragraph - "Contractor shall empty all trash receptacles provided by the City on a daily or as needed bases during regular working hours. Contractor shall use and provide at its own expense trash liners for each trash receptacle."

Q. Under "Section 2 – Schedule" the City requests the Contractor to provide a schedule showing tasks and duration for each task for the completion of the services from Monday to Sunday. However, the specifications also state that all work shall be done between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding observed City holidays. No deviation shall be permitted without prior approval by the Public Works Director or designated representative. Please clarify if the Contractor is required to work on Saturdays and Sundays.

A. Contractor will not be expected to provide service on Saturday or Sunday.



Any and all notifications or Addendums must be acknowledged via signature by the proposer and made part of and incorporated as part of the proposal.

Statement of Proposal Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

North Star Land Care
Contractor Name


Signature

08/31/2020
Date

President
Title

Hereby acknowledge receipt of Addendum No. 2 to the REQUEST FOR PROPOSAL for Tree Maintenance Services and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.





Department of Public Works

August 13, 2020

Addendum # 3

Request for Proposals for City of Huntington Park

Regarding the City's RFP process for Tree Maintenance Services. This addendum and all subsequent (if any) must be executed and returned with the proposal submittal.

Extension of RFP Deadline:

The City has decided to extend the RFP deadline 14 days. Thus making the new deadline Monday August 31, 2020 at 2:00 p.m.

Any and all notifications or Addendums must be acknowledged via signature by the proposer and made part of and incorporated as part of the proposal.

Statement of Proposal Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

North Star Land Care

Contractor Name

8/31/2020

Date

President

Title

Hereby acknowledge receipt of Addendum No. 3 to the REQUEST FOR PROPOSAL for Tree Maintenance Services and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.





Department of Public Works

August 14, 2020

Addendum # 4

Request for Proposals for City of Huntington Park

Regarding the City's RFP process for Tree Maintenance Services. This addendum and all subsequent (if any) must be executed and returned with the proposal submittal.

Fee Schedule Updated

The City has decided to update the fee schedule originally attached in addendum #2. The new fee schedule has been provided.

Any and All notifications or Addendums must be acknowledged via signature by the proposer and made part of and incorporated as part of the proposal.

Statement of Proposal Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

North Star Land Care
Contractor Name


Signature

8/31/2020
Date

President
Title

Hereby acknowledge receipt of Addendum No. 3 to the REQUEST FOR PROPOSAL for Tree Maintenance Services and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.





North Star Land Care
10831 Downey Ave.
Downey, CA 90241
(562) 674-3076

FEE SCHEDULE
TREE MAINTENANCE SERVICE PROPOSAL FORM

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the RFP and other contract documents relating to the City of Huntington Park Tree Maintenance Service hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to provide services in a safe and efficient manner, in strict accordance with aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of this proposal.

Description	Unit	Cost	Quantity	Total
Grid Tree Pruning	Per Tree	\$ 62	1750	\$ 108,500
Special Request Tree Pruning (Average height of Tree)				
Small Trees – up to 25'	Per Tree	\$ 85	50	\$ 4,250
Medium Trees – 25'-50'	Per Tree	\$ 120	100	\$ 12,000
Large Trees – 50' and taller	Per Tree	\$ 185	250	\$ 46,250
Palm Trees	Per Tree or brown trunk height	\$ 295	50	\$ 14,750
Tree Removals				
Complete Tree & Stump Removal	Per Diameter Inch (1" to 19" DBH)	\$ 20	100	\$ 2,000
Complete Tree & Stump Removal	Per Diameter Inch (20" to 35" DBH)	\$ 27	300	\$ 8,100
Complete Tree & Stump Removal	Per Diameter Inch (over 36" DBH)	\$ 35	500	\$ 17,500
Tree Removal Only	Per Diameter Inch	\$ 25	100	\$ 2,500
Stump Grinding Only	Per Diameter Inch	\$ 10	100	\$ 1,000
Crew Rental	Per Man Hour	\$ 90	50 Hours	\$ 4,500
Emergency Call Out (3-man crew)	Per Hour	\$ 270	25 Hours	\$ 6,750
(After work hours, holidays, & weekends)				
Tree Planting (Contractor provides trees, labor, and all other materials)				
15 Gallon	Per Tree	\$ 130	50	\$ 6,500
24" Box	Per Tree	\$ 275	50	\$ 13,750
36" Box	Per Tree	\$ 675	50	\$ 33,750
48" Box	Per Tree	\$ 975	35	\$ 34,125
Root Pruning	Per Linear Foot	\$ 8	100 ft.	\$ 800
Parkway Restoration	Per Man Hour	\$ 90	25 Hours	\$ 2,250
Complete GPS Tree Inventory	Lump Sum	\$ 0.00	1	\$ 0.00
Total				\$ 319,275
Total in Words		Three Hundred Nineteen Thousand Two Hundred Seventy Five Dollars		

When stumps are removed and lateral roots engulf the parkway it is necessary to remove and restore the parkway.

1,419 New Trees

5,711 Mature Trees (Varying Sizes)

Cooperative Purchasing

Any county, municipality, school district, public library, public agency, and other political subdivision shall have the right to participate in any award made as a result of this contract at the same prices being offered to the City of Huntington Park. The City shall have no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for any placed orders and for payments to the vendor.

EXHIBIT "B"

CONTRACTOR'S FIVE PERCENT (5%) INCREASE REQUEST



August 7, 2023

City of Huntington Park
ATTN: Rick Reyes, City Manager
6550 Miles Avenue
Huntington Park, California 90255

RE: Tree Maintenance Agreement Extension and CPI Increase

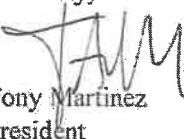
Dear Mr. Reyes,

With this contract year ending, North Star Land Care would like to take the time and thank you and the City of Huntington Park for another successful year. Along with your diligent staff, every day we work towards improving the health of the City's urban forest and improving the quality of life for your residents through cleaner air.

At this time, we would like to express our interest in continuing with the agreement, for an additional two years with a one-time increase in cost. Over the past three years, North Star has held its rates with no yearly CPI increases. Over the course of that time, the cost of operating has continued to increase specifically in labor, fuel and insurance. With this in mind, we are respectfully requesting a *one-time* cost adjustment of 5% for the next two years. Attached for your review is our proposed schedule of compensation for 2023-2024 & 2024-2025.

Your consideration in this matter will be sincerely appreciated. Should you have any questions, please don't hesitate to call me at (562)674-3076 or email me at info@northstarlandcare.com.

Sincerely,


Tony Martinez
President

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com



Schedule of Compensation for Year 2023-2024

Tree Maintenance Services performed by North Star Landcare

	Description	Unit	Proposed Prices
1	Grid Tree Pruning	Each	\$ 65.10
2	Small Trees- up to 25'	Each	\$ 89.25
3	Medium trees- 25'-50'	Each	\$ 126.00
4	Large trees- 50' and taller	Each	\$ 194.25
5	Palm Trees	Each	\$ 309.75
6	Complete Tree & Stump Removal	Per Inch 1"-19" DBH	\$ 21.00
7	Complete Tree & Stump Removal	Per Inch 20"-35" DBH	\$ 28.35
8	Complete Tree & Stump Removal	Per Inch 36"+ DBH	\$ 36.75
9	Tree Removal Only	Per Diameter inch	\$ 26.25
10	Stump Grinding Only	Per Diameter inch	\$ 10.50
11	Crew Rental	Per Man Hour	\$ 94.50
12	Emergency Call Out (3- man crew)	Per Hour	\$ 283.50
13	15 Gallon	Each	\$ 136.50
14	24" Box	Each	\$ 288.75
15	36" Box	Each	\$ 708.75
16	48" Box	Each	\$ 1,023.75
17	Root Pruning	Per Linear Foot	\$ 8.40
18	Parkway Restoration	Per Man Hour	\$ 94.50
19	Complete GPS Tree Inventory	Lump	\$ -

Please be advised that a 5% compensation rate increase is being proposed to accommodate rising labor, fuel, and insurance costs. This adjustment aims to sustain the quality of our services in the face of economic changes.

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com

ITEM 10

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE AN AERIAL UTILITY SERVICE TRUCK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the purchasing of an aerial utility truck from Utility Equipment & Supply, Inc. dba Utility Crane & Equipment for a not-to-exceed amount of \$277,853.15 payable from Account No. 535-8016-431.74-10 (\$200,000) and Account No. 741-8060-431.74-10 (\$77,853.15); and
2. Authorize the City Manager to execute all applicable documents related to the purchasing of the aerial utility service truck.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 15, 2023, staff sought authorization from the City Council to solicit proposals to purchase an aerial utility truck for use by staff in support of all related construction and maintenance improvements throughout the City. The electrical division utilizes the aerial utility truck to repair streetlights, park safety lights, traffic signals and to reach inaccessible places. The electrical division supports City staff and assists in other capacities related to capital projects. Many of our fleet vehicles will be surplused due to age, high mileage usage and the lack of replacement parts to ensure staff's safety. Routine service and maintenance are critical to the long-term performance of our fleet, though continual maintenance and repairs of our service vehicles and accompanying appurtenances makes it difficult to perform our day-to-day operations. Alternative measures include contacting vendors to perform routine tasks due to service utility vehicles being in the shop for repairs and/or waiting for parts to be delivered; which has become a timing issue due to long lead times in the delivery of parts.

Staff did perform its fiduciary responsibility and assessed all viable vehicle options that would support the needs of the department.

CONSIDERATION AND APPROVAL TO PURCHASE AN AERIAL UTILITY SERVICE TRUCK

October 3, 2023

Page 2 of 2

Staff received three cost proposals. The following is a tabulation:

• Utility Equipment & Supply, Inc. dba Utility Crane & Equipment	\$277,853.15
• Altec Industries, Inc.	\$286,504.00
• Terex USA, LLC dba Terex Utilities	\$290,415.04

Staff reviewed the proposals and the recommendation is to purchase the aerial utility service truck from Utility Equipment & Supply, Inc. dba Utility Crane & Equipment.

LEGAL REQUIREMENT

The City Clerk utilized Column and processed the notice for the request for proposal on August 18, 2023. Notice was published at least once in the newspaper of general circulation.

FISCAL IMPACT/FINANCING

Approval of this item authorizes the purchasing of one aerial utility service truck from Utility Equipment & Supply, Inc. dba Utility Crane & Equipment for a not-to-exceed amount of \$277,853.15 payable from Account No. 535-8016-431.74-10 (\$200,000) and Account No. 741-8060-431.74-10 (\$77,853.15).

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Utility Equipment & Supply, Inc. dba Utility Crane & Equipment Proposal
2. Altec Industries, Inc. & Terex USA, LLC dba Terex Utilities Proposals

ATTACHMENT "A"



Utility Equipment & Supply, Inc.
dba Utility Crane & Equipment
8800 West Buckeye Road
Tolleson, AZ 85353
(866) 832-4831

QUOTATION

AERIAL BASKETS - DIGGER DERRICKS - UNDERGROUND LINE & WATER LEAK LOCATORS

Date: 9/7/2023

Quote Number

To: City of Huntington

230819

Submitted by: Jerry Walker

We submit for your consideration and acceptance the following equipment and prices:

Quantity	Model	Description	Price	Total
1		Versalift VST47-MHI and fiberglass service body mounted on a Ford F-550 4x2 Gas chassis	\$ 186,426.00	\$ 186,426.00
1		2024 Ford F-550 4x2 Gas engine	\$ 65,595.00	\$ 65,595.00
		FOB Customer		
		Delivery the latter of 600 days after receipt of PO, 420 days after approval of body drawings, or not less than 120 days after receipt of chassis from manufacturer.		
1			Sales Tax 10.25% \$ 25,832.15	\$ 25,832.15
			Extended Total:	\$ 277,853.15

Taxes: To be applied at time of invoice

Terms: As Mutually Agreed/OAC

Remit to: 8800 West Buckeye Road
Tolleson, AZ 85353



**Utility Crane and Equipment 10160
Redwood Ave.
Fontana, CA 92335
916-202-5107**

09/07/2023

**Mario Lopez
Public Works Supervisor
City of Huntington Park
6900 Bissell St., Huntington Park, CA 90255**

Mario:

We are pleased to quote the VERSALIFT VST-47-MHI, insulated Height to Bottom of Platform 46 ft. 4 in. Working Height 51 ft. 4 in. telescopic aerial platform with a horizontal reach of 30 ft.9 in. to include the following items:

- Lower controls on turret with standard rotary joint
- TruGuard™ dielectric isolating system with Right Hand single stick control. All control handles are isolated and tested per ANSI A92.2. This high-resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages. Includes 180 degree platform rotator.
- One set of hydraulic tool outlets at platform without quick disconnect fittings. Includes adjustable pressure limit.
- Quick Disconnect Tool Power
- Closed 24x30x42 1 step to rear (opposite ribs)
- Platform cover, nylon/vinyl, 24x30 in.
- Platform liner 24x30x42 in.
- Category C 46 KV and below
- Jib Capacity (400/500P, 1000J) lbs. Not available with 36" or 40" aluminum platform + platform elevator.
- Hydraulic extending and articulating jib pole and winch package for up to 1000lbs. (454kg) capacity. See specifications for platform variations with jib and winch.
- 52-1/4 in. tall pedestal

- Backup pump for 12V chassis
- Start/stop 12V DC is standard
- Collector ring, 5-pass
- Auto Boom Latch for mounting on VST-47 outer boom Electrogard. The rotary auto boom latch works off the lift hydraulic pressure to open and close.
- Lift eye on outer boom with 1000 lb. capacity
- Tubular rubber platform support 5 in. high
- Full body harness and lanyard (extra-large) ARC Flash Rated
- Universal White Urethane
- Modified A-Frame 30-35 Inch Frame Height
- Low Profile H-Frame (4X6 Cross Beam)
- Outrigger/Boom switch kit
- Outrigger switch kit for main outriggers
- Outrigger switch kit for auxiliary outriggers

Cab and chassis to the following specifications:

- 2024 Ford F-550 4x2 standard cab and chassis with a CA of 84"
- Gas engine
- GVWR: 19,500 lbs. payload plus upgrade package.
- 7500 Lb. Front GAWR
- PTO prep package
- Upfitter switches in cab
- Brake controller
- Running boards
- Back up camera

Brand FX Bodies 132" long x 42" high x 94" wide service body including the following:

- 30 inch aluminum tread plate platform extension with grip strut and cable steps curbside
- BFX LED lighting package installed in tail shelf.
- Flex-Glo Rope Lighting on three (3) sides of all compartments.
- C.S. One (1) Grab Handle located on back of pack and one (1) pool handle for access tail shelf.
- Push/pull rod lock system.

42" High Street side compartments as follows:

1st Vertical:

- Two (2) adjustable shelves with dividers and cutout for outrigger
- **2nd Vertical:**

- Two (2) adjustable shelves with dividers

Horizontal:

- One (1) removable shelf with dividers

Rear Vertical:

- Two (2) adjustable shelves with dividers 42"

42" High Curbside compartments as follows:

1st Vertical:

- Two (2) adjustable shelves with dividers and cutout for outrigger

2nd Vertical:

- Two (2) adjustable shelves with dividers

Horizontal:

- One (1) adjustable shelf with dividers

Rear Vertical:

- Seven (7) fixed material hooks 2-3-2

Installation to include the following:

- Install VERSALIFT VST-47-MHI, mounting hardware, PTO and pump.
- Install Two (2) sets of outriggers.
- Install full subframe.
- Install Brand FX service body and accessories.
- Install ICC bumper, 2" receiver, D rings and 6 prong trailer connector. Hitch height 19" to center of receiver tube.
- Install Drop Board at rear of bed.
- Install Whelen directional light bar in the tail shelf.
- Install two (2) amber ECCO 3510A strobe lights in tail shelf and two (2) Ecco strobe lights in front grill.
- Install (2) Whelen L31HFCA Amber Strobes with brush guards, post mount Curbside Rear and post mounted on Curbside front.
- Honda EM5000S Gas Generator Top CS front compartment with vinyl cover
- OEM back up camera
- Install two (2) inverted hoop style cone holders on front bumper.
- Install Park brake interlock system, back up alarm and mud flaps.
- Install Holders for outrigger pad's both S.S. and C.S.
- Supply outrigger pads.
- Wheel chocks. Fire extinguisher.
- 3-piece triangle reflector kit.
- Body harness and lanyard. Slope indicators.
- Placards and safety decals as required.

- Travel height sticker in cab.
- Test ride completed unit for one (1) hour.
- Test and certify per ANSI A92.2

Jerry Walker
Utility Crane and Equipment
Regional Manager
602-725-4207
jerry@utilityce.com

BrandFX Limited Warranty

This Limited Warranty explains the limited warranty and related services that BrandFX provides to its customers. This Limited Warranty applies to shipments of covered products by BrandFX on or after June 1, 2017.

Who May Use this Warranty?

BrandFX provides this warranty to customers that have purchased one of its products directly from BrandFX or from a BrandFX authorized reseller (each such customer referred to in this Warranty as "you" or "your").

What Products Does this Warranty Cover?

This warranty applies to the products manufactured or customarily supplied by BrandFX, which include: Everlast™ line bodies; Everlast service bodies; composite and metal toppers; tonneau covers; WorkPod™ inserts; and associated components selected and supplied by BrandFX. To qualify for warranty coverage, the serial number on the product must be visible and not have been obscured, altered, or removed.

This warranty covers all products and components that BrandFX typically supplies. If a customer specifies equipment, accessories, or parts that are to be installed with a product supplied by BrandFX, then BrandFX does not provide a warranty, but will honor the warranty provided by the supplier of such customer-specified equipment, accessories, or parts so long as such warranty does not exceed the terms or length of this warranty.

What Defects Does this Warranty Cover, and For How Long?

This warranty covers defects in materials and workmanship, under normal conditions of use, for a period of **one year** from the date of shipment.

In addition, BrandFX warrants that for a period of **10 years** from the date of shipment, composite (*i.e.*, fiberglass) components will not corrode or otherwise deteriorate in a manner that leads to the decomposition of such components in a manner that completely penetrates the composite component (the product will not "rust through").

This warranty covers non-matching gelcoats (within 30 days of a customer's receipt of the affected gelcoat product) but *only if* BrandFX received a wet sample of automotive paint in the desired color before the colored product was manufactured. Please note that cracks, scuffs, scratches, and other minor blemishes in a gelcoat are normal after use, and are not covered by this warranty.

What Is Not Covered By this Warranty?

This warranty is conditioned upon installation and use of the product under normal operating conditions.

This warranty does not cover: (a) normal wear and tear; (b) penetration of a product due to external or adjacent parts, tools, or equipment; (c) damage caused by improper installation, misuse, or accident; (d) negligent damage; (e) damage caused by operation under loads, speeds, or conditions other than those specified by BrandFX; (f) any product that has been operated or repaired with parts other than genuine BrandFX replacement parts; (g) damage caused by fire, flood, vandalism, or other causes beyond BrandFX's control; (h) any product that has been altered or repaired in any way that affects the reliability of such product or detracts from its performance or appearance; (i) any product for which the identification plate or serial number has been altered, effaced, or removed; or (j) scuffs, cracks, blemishes, scratches and other non-structural damage that does not affect the structural integrity of a product. All warranty coverage shall become null and void if structural modifications have been made to the product or if equipment has been mounted to the product, for which no prior specifications were provided. Furthermore, improper mounting of aerial devices, cranes, or other external equipment will void this warranty.

BrandFX's 10 year warranty against corrosion only applies to composite (*i.e.*, fiberglass) components. Metal and other components, including metal understructures, have a one year warranty against corrosion (or rust) that impacts the component's structural integrity, for example through full penetration of structural members ("rust-through").

BrandFX Limited Warranty

How Do You Obtain Warranty Service?

You must contact BrandFX and receive written authorization before returning any product for repair or replacement. BrandFX will not pay for repairs or replacement that were not authorized in advance. You must pay any transportation or similar costs associated with returning or replacing a defective product.

To submit a warranty claim, please:

- Call BrandFX Warranty at 1-866-431-1131; or

Submit a description of the problem, the product serial number(s), and any photos that you might have to BrandFX, 2800 Golden Triangle Blvd., Fort Worth, TX 76177, Attn.: Warranty. Digital requests, documents, and photos can be sent by e-mail to warranty@brandfxbody.com.

- Bodies, components, or parts approved for replacement by BrandFX Warranty must be returned to BrandFX Warranty freight-prepaid.

What Are Your Remedies Under this Warranty?

Our responsibility under this warranty is limited to the repair or replacement of the affected product. BrandFX will, or will instruct its authorized reseller to repair or replace the product. BrandFX has the option, in its sole discretion, to determine whether to replace or repair the product.

THE REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT CONSTITUTES YOUR SOLE REMEDY AND BRANDFX'S ONLY OBLIGATION UNDER THIS WARRANTY. BRANDFX SHALL HAVE NO OTHER OBLIGATION WHATSOEVER, AND NEITHER BRANDFX NOR ANY OF ITS RESELLERS SHALL HAVE ANY OTHER LIABILITY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY OTHER COSTS OR DAMAGES THAT YOU MAY SUFFER, SUCH AS LOSS OF USE, LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

All Other Warranties or Guarantees Excluded

THIS WARRANTY CONSTITUTES BRANDFX'S SOLE WARRANTY WITH RESPECT TO ANY PRODUCT OR COMPONENT THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, BRANDFX DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. IF AN IMPLIED WARRANTY DOES APPLY TO ANY PRODUCT, THE TERM OF SUCH IMPLIED WARRANTY WILL NOT EXCEED ONE YEAR.

General Terms and Conditions

This warranty may only be amended, waived, or extended by written document signed by an authorized officer of BrandFX. The waiver by BrandFX of any individual limitation of this warranty shall not operate as a waiver of any other limitation of this warranty or of any future right, power, or privilege of BrandFX.



No matter if you're in the bucket or on the ground, Safety for you and your AERIAL OPERATORS is a TOP PRIORITY.

With operators or lift boom tips easily coming into contact with electrical phases through the upper controls, severe injury and/or death is not only possible, but a safety risk you cannot afford in the lives of your operators and your business. In the past, lift companies have offered a solution of plastic handles for the protection of the upper controls.

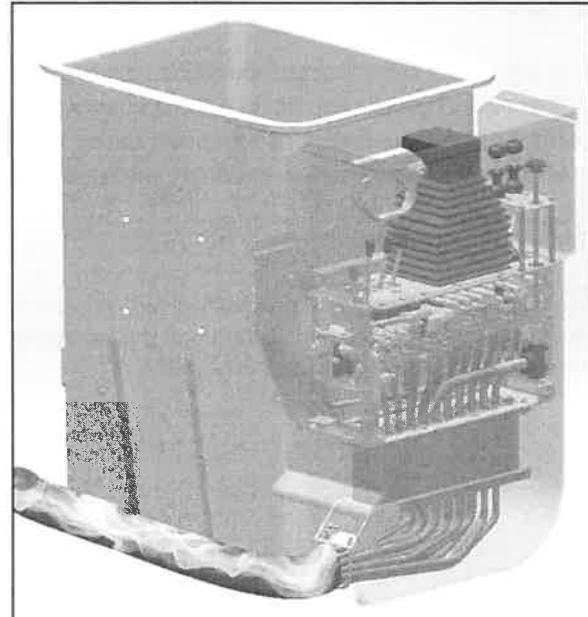
However, these handles still provide only limited safety with dirt and grime contamination, breakage and frequent repair, and incomplete electrical blockage.

OUR SOLUTION

At VERSALIFT, we believe you deserve safety that you can count on when faced with your job's everyday situations. Which is why our world-class engineers created TruGuard® technology, a complete upper control isolating system.

TruGuard® is a "true guard" protection against phase-to-phase and phase-to-ground electrical contact when in an aerial lift, all the way from the boom tip and jib to the ground contact.

TruGuard
PATENTED TECHNOLOGY



<< VERSALIFT >>



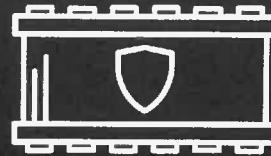
HYDRAULIC

Offers full hydraulic controls that are mechanic-friendly, operator-preferred, and last for 30+ years.



ISOLATION GAP

Protects all control handles at the upper control, hydraulic tool power ports, and console area.



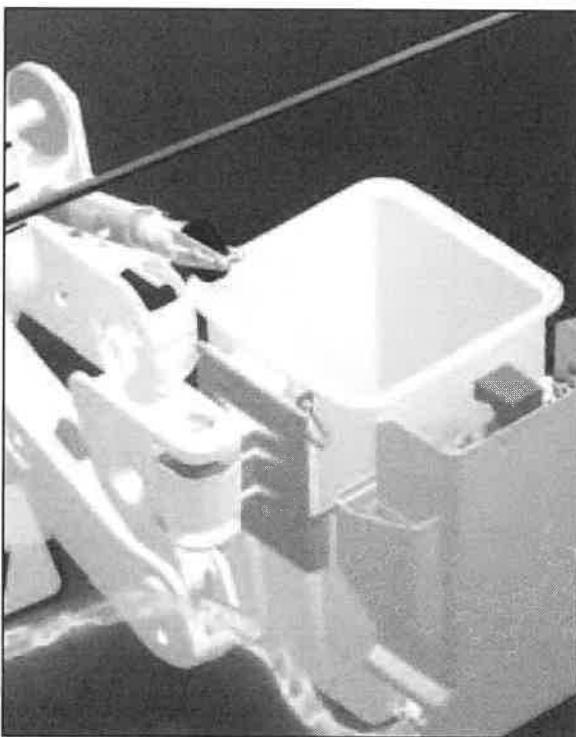
DEBRIS RESISTANCE

Easily passes ANSI A92.2 and protects surfaces from road grime and environmental contamination.

WHY IS TRUGUARD® DIFFERENT?

With TruGuard®, you are able to offer your lift operators unprecedented security and safety while working near electrical phases.

Our world-class engineers have created a uniquely engineered polymer with high dielectric properties and ultra high strength. By isolating the entire area, TruGuard® is the only true upper control safety panel that protects all control handles at the upper control, as well as hydraulic tool power ports, and the console area itself. Giving you the power you want when operating your lift, TruGuard®'s full hydraulic controls with durable metal handles are long lasting and preferred both by mechanics and operators. TruGuard® passes ANSI A92.2 by resisting the dirt and grime you'll encounter throughout the life of your lift, giving you greater security. We've tested it in every challenging situation you'll ever face on the job, along with high pressure and extreme temperatures—and it's exceeded all expectations, including ours. We know it will exceed yours, too.



YOUR TURN

Safety and security for you and your lift operators when working with high phase electrical currents is possible. Interested in hearing more about TruGuard® or how to add it to your lift? Contact one of our knowledgeable VERSALIFT distributors today.

Note: Specifications on units may vary or change without prior notification due to option selections.

REV. 09/19

VERSALIFT is a leading manufacturer of bucket trucks, digger derricks and cable placers. Customers in the electric utility, telecommunications, forestry and sign, light & traffic industries experience a lower true cost of ownership by choosing Versalift. Our equipment is engineered to be lighter, while keeping the designs simple, which provides advantages like less unscheduled maintenance, greater payloads and ease of maintenance. Versalift has the lowest recall rate in the industry making it the smarter and most reliable choice. Versalift aerial lifts are the only units to feature the patented TruGuard® safety system, which provides additional protection to linemen in the bucket. Versalift is a Time Manufacturing Company, and together with Aspen Aerials has more than 1,000 employees worldwide.



OWNER'S WARRANTY

The **Versalift** Aerial Platform Lift is engineered and designed to perform as stated on published specifications. Only quality material and workmanship are used in the manufacture of this product. With proper installation, regular maintenance, and periodic repair service, the equipment will provide excellent service.

Those parts of the **Versalift** that are manufactured by **Time Manufacturing Company** are warranted for one full year from date of purchase. Structural components will carry a lifetime warranty for defects in material and workmanship which existed at the time of initial delivery, wear components are not covered by this statement. This warranty is issued only to the original purchaser and promises that **Time Manufacturing Company** manufactured products are free from defects in material and factory workmanship when properly installed, serviced, and operated under normal conditions, according to the manufacturer's instructions.

Manufacturer's obligation under this warranty is limited to correcting without charge at its factory any part or parts thereof which shall be returned to its factory or one of its Authorized Service Stations, transportation charges prepaid, within one year after being put into service by the original user, and which upon examination shall disclose to the Manufacturer's satisfaction to have been originally defective. Correction of such defects by repair to, or supplying of replacements for defective parts, shall constitute fulfillment of all obligations to original user.

This warranty shall not apply to any of the Manufacturer's products which must be replaced because of normal wear, which have been subject to misuses, negligence or accident, or which shall have been repaired or altered outside of the Manufacturer's factory (unless authorized by the Manufacturer in writing), products which have not been maintained and operated in accordance with Time Manufacturing Company's operators, maintenance manuals and bulletins, products which are repaired without using original Time Manufacturing Company parts. This limited warranty does not cover transportation fees and/or consumables used for the repair.

Manufacturer shall not be liable for loss, damage, or expense directly or indirectly from the use of its product or from any cause.

The above warranty supersedes and is in lieu of all other warranties, expressed or implied, and of all other liabilities or obligations on part of Manufacturer. No person, agent, or dealer is authorized to give any warranties on behalf of the Manufacturer or to assume for the Manufacturer any other liability in connection with any of its products unless made in writing and signed by an officer of the Manufacturer.



VST-36/40/47/52-I

Insulated Articulated/Telescopic Aerial Device

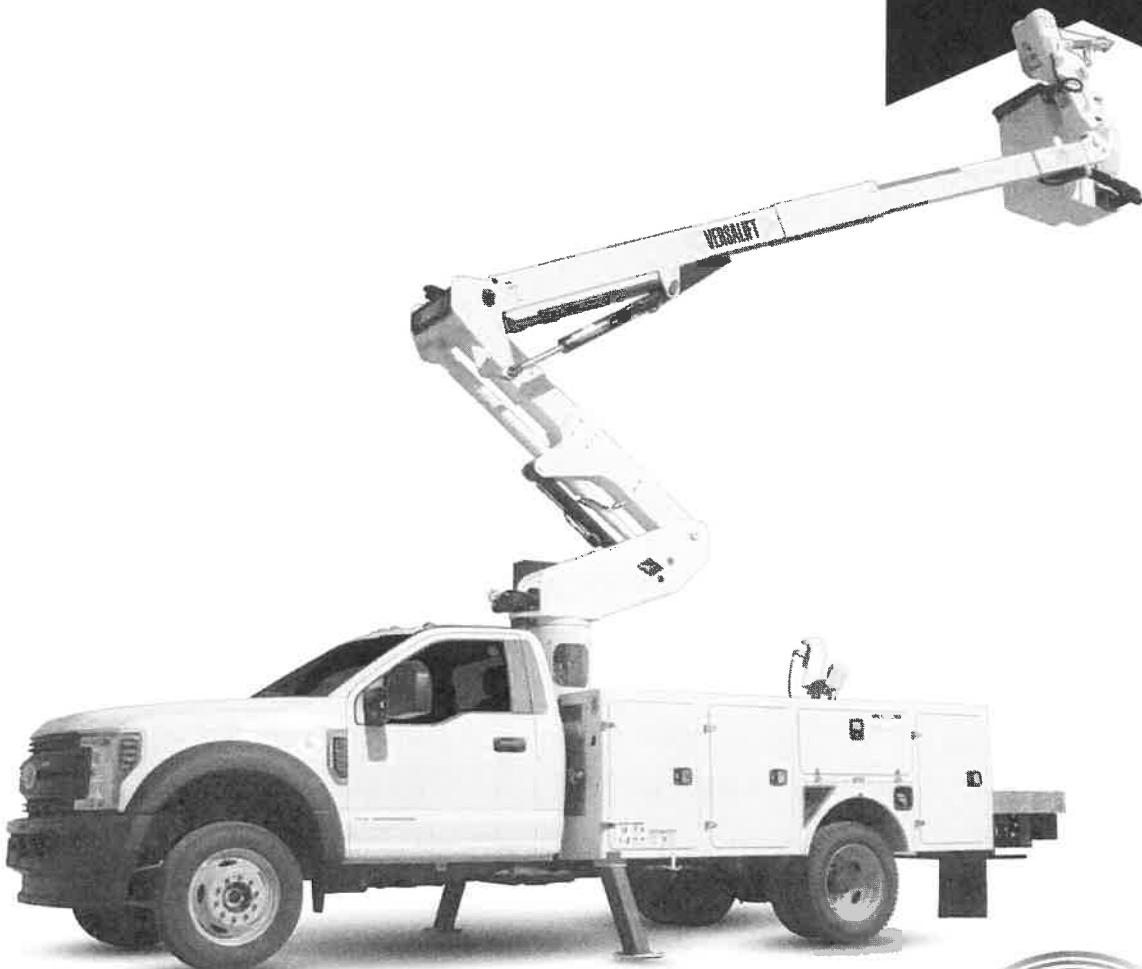
- **WORKING HEIGHT:** Up to 56 ft 6 in (17.2 m) with Standard Pedestal
- **HORIZONTAL REACH:** Up to 30 ft 9 in (9.4 m)
- **PLATFORM CAPACITY:** Up to 600 lbs (272 kg)
- **JIB CAPACITY (Optional):** Up to 1000 lbs (454 kg)

**MORE
PAYLOAD**

THAN THE
COMPETITION

JIB & WINCH
OPTIONAL

TruGuard®
STANDARD



VST-40-I shown with Material Handling option.

VERSALIFT®



VST-36/40/47/52-I

Insulated Articulated/Telescopic Aerial Device

VERSALIFT

GENERAL SPECIFICATIONS: (Based on 40 in Frame)

	VST-36-I	VST-40-I	VST-47-I	VST-52-I
Horizontal Reach	26 ft 2 in (8.0 m)	30 ft 2 in (9.2 m)	30 ft 9 in (9.4 m)	30 ft 4 in (9.3 m)
Maximum Platform Capacity	600 lbs (272 kg)			
Inner Boom Extension	79 in (2.0 m)	103 in (2.6 m)	103 in (2.6 m)	53 in (1.35 m)
Outer/Inner Boom Articulation	-25° to +85°	-25° to +85°	-25° to +85°	-25° to +85°
Lower Boom Articulation	0° to +87°	0° to +87°	0° to +84°	0° to +84°
Rotation	360° Continuous	360° Continuous	360° Continuous	360° Continuous

WITH STANDARD PEDESTAL:

Height to Bottom of Platform	36 ft 4 in (11.1 m)	40 ft 4 in (12.3 m)	46 ft 10 in (14.3 m)	51 ft 6 in (15.7 m)
Working Height	41 ft 4 in (12.6 m)	45 ft 4 in (13.8 m)	51 ft 10 in (15.8 m)	56 ft 6 in (17.2 m)
Stowed Travel Height	10 ft 6 in (3.2 m)	10 ft 6 in (3.2 m)	11 ft 0 in (3.4 m)	11 ft 6 in (3.5 m)

INSULATION GAP:

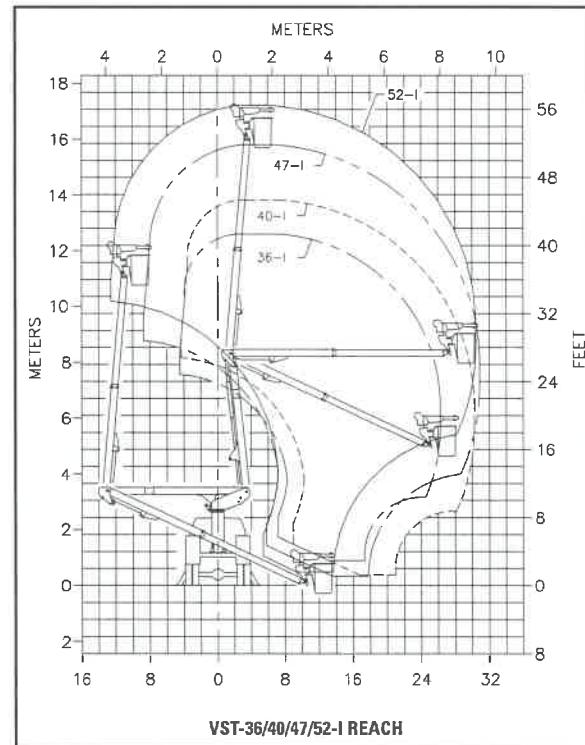
Upper Boom Fully Retracted	46 in (1.2 m)	46 in (1.2 m)	52 in (1.3 m)	64 in (1.6 m)
Upper Boom (Extended 12+ inches)	46 in (1.2 m)	46 in (1.2 m)	64 in (1.6 m)	64 in (1.6 m)
Lower Boom	12 in (305 mm)			

HYDRAULIC SYSTEM:

Operating Pressure	3000 psi (207 bar)
Flow Rate	6 gpm (22.7 lpm)
System Type	Open Center

OPTIONS:

- Auxiliary Outriggers
- Second Set of Tool Power Ports
- Platform Elevator
- Various Pedestal Heights
- Automatic Boom Latch
- Backup 12-Volt Pump
- Hydraulic Jib/Winch (Reduces Platform Capacity 100 lbs)
- Jib up to 1000 lb (454 kg) capacity



Note: Specifications on units may vary or change without prior notification due to option selections.

REV. 03/20

VERSALIFT is a leading manufacturer of bucket trucks, digger derricks and cable placers. Customers in the electric utility, telecommunications, forestry and sign, light & traffic industries experience a lower true cost of ownership by choosing Versalift. Our equipment is engineered to be lighter, while keeping the designs simple, which provides advantages like less unscheduled maintenance, greater payloads and ease of maintenance. Versalift has the lowest recall rate in the industry making it the smarter and most reliable choice. Versalift aerial lifts are the only units to feature the patented TruGuard® safety system, which provides additional protection to linemen in the bucket. Versalift is a Time Manufacturing Company, and together with Aspen Aerials has more than 1,400 employees worldwide.

VERSALIFT

| 7601 Imperial Drive | Waco, Texas 76712 | 254.399.2100 | VERSALIFT.com

ATTACHMENT "B"



Altec Industries, Inc.

Quote Number: 1465944
 Opportunity Number: 23062689
 Sourcewell Contract #: 110421-ALT
 Date: 8/14/2023

Quoted for: City of Huntington Park (CA)
 Customer Contact: Mario Lopez
 Phone: / Email: (323) 447-6115 mlopez@hpcagov
 Quoted by: Daniel Poole
 Phone: / Email: 919-529-3526 daniel.poole@altec.com
 Altec Account Manager: Mark Baldwin

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	Sourcewell Price
		\$205,024

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$8,633
2	AT41M-AOR	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	\$9,013
3	AT41M-LE	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	\$218
4	AT41M-AWD	All Wheel Drive	\$6,739

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (7 Compartments)	\$1,554
1	CMLB2 Cab Mounted Light Bar (Amber, LED)	\$2,960
2		
3		
4		
5		
6		
	SOURCEWELL OPTIONS TOTAL:	\$234,141

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	N/A	\$0
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	Custom Body ILO Contract Body	\$6,636
4	BODY & CHASSIS ACC	Cone Holder	\$573
5	ELECTRICAL	42" L Directional Light Bar, Generator, PDM-10, Camera Install	\$12,689
6	FINISHING	N/A	\$0
7	CHASSIS	Ford F550 4x4 Gas Engine ILO Contract Chassis	-\$2,705
8	OTHER	Estimated Taxes at 10.25%	\$25,762
	OPEN MARKET OPTIONS TOTAL:		\$42,955

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$277,096
 Delivery to Customer: \$8,873
 CA Doc/Admin/Tire Fees: \$535
 TOTAL FOR UNIT/BODY/CHASSIS: \$286,504

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	Altec Extended Warranty, Travel, Labor, Material and Expense, 5 Year Total	\$8,627
2		
3		

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 43-46 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC

August 14, 2023
Our 94th Year

Ship To:

CITY OF HUNTINGTON PARK (CA)
ALTEC SOUTHERN CALIFORNIA SERVICE CENTER
2882 POMONA BLVD
POMONA, CA 91768
US

Attn: MARIO LOPEZ
Phone: 323-4476115
Email: mlopez@h pca.gov

Bill To:

CITY OF HUNTINGTON PARK (CA)
6900 BISSELL ST
HUNTINGTON PARK, CA 90255
United States

Altec Quotation Number: 1465944 - 1
Account Manager: Mark James Baldwin
Technical Sales Rep: Christian Daniel Poole

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended) I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 KV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components For Use With Manual Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	
15.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height.	1	
A.	Maximum Spread: 87 inches to the outer edge of shoes		
B.	Outrigger Motion Alarms		

Item	Description	Qty	Price
C.	Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
16.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
17.	Winch load line swivel hook	1	
18.	Altec Unit Powder Painted White	1	

Unit & Hydraulic Acc.

19.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1
20.	Subbase	1
21.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1
22.	Temperature Sight Gauge (FA Supplied)	1
23.	15 Gallon Reservoir, Rectangular	1
24.	HVI-22 Hydraulic Oil (Standard)	25
25.	Standard Pump For PTO	1
26.	Electric Shifted PTO	1
27.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
28.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1

Body

29.	Altec Body	1
30.	Steel Body	1
31.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction.	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
D.	Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
E.	Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
F.	Steel Treated For Improved Primer Bond And Rust Resistance.		
G.	Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
H.	B-Line Channel Installed In Compartments		
32.	Smooth Galvanneal Steel Floor	1	
33.	Low-Side General Service With Step (LGSS)	1	
34.	Finish Paint Body Altec White	1	
35.	Undercoat Body	1	
36.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
37.	94" Body Width	1	
38.	40" Body Compartment Height	1	
39.	20" Body Compartment Depth	1	
40.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
41.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	
42.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
43.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
44.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
45.	Standard Master Body Locking System	7	
46.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
47.	Chains On All Horizontal Doors	1	
48.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
49.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
50.	Two Hotstick Brackets On Streetside	1	
51.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
52.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
53.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
54.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
55.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	

Item	Description	Qty	Price
56.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
57.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
58.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
59.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
60.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
61.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage (Keyed Lock)	1	
62.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	1	
63.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
64.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
65.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
66.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
67.	29" L Steel Tailshelf, Width To Match Body	1	
68.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
69.	Smooth Galvanneal Steel Tailshelf	1	
70.	Additional Body Option	1	

-Curbside rear vertical compartment top reinforced for generator mount on top

Body and Chassis Accessories

71.	Set of Safety Chain Eye Bolts	1
72.	Combination 2 Ball (10,000 LB MGTW) and Rigid Pintle Hitch (16,000 LB MGTW with 3,000 LB MVL), 4-Bolt, Buyers BH82000	1
73.	ICC (Underride Protection) Bumper, Installed at Rear	1
74.	Driveaway Safety Kit	1
75.	Install Counterweight as Needed	1
76.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
77.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Manual Boom Latch	1
78.	Manual Boom Stow Securing System Installed on Boom Rest	1

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
79.	Articulating Arm Rest for a Telescopic Unit	1	
80.	Platform Rest, Rigid with Rubber Tube	1	
81.	Nylon Outrigger Pad, Yellow, 18" x 18" x 0.63", With Handle, Altec (Altec Preferred)	4	
82.	Outrigger Pad Holder, 20 L x 20 W x 3 H Fits 19.5 x 19.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	2	
83.	Pendulum Retainers for Outrigger Pad Holders	2	
84.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
85.	Mud Flaps with Altec Logo (Pair)	1	
86.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15 x15 large cones)	1	
	-Centered		
87.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
88.	Slope Indicator Assembly for Machine with Outrigger	1	
89.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	

Electrical Accessories

90.	Compartment Lights Wired To Dash Mounted Master Switch	1
91.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1
92.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred)	2
	-One (1) post mounted on each side, front of body	
93.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1
94.	Strobe Lights Wired Ignition Hot	1
95.	Directional Light Bar, Amber, LED, 42 Inches Long (Federal Signal #MPSUSM42-8A-30) (Altec/Stock Preferred)	1
	-Centered at rear in light channel	
96.	Cab Mounted Light Bar, Amber, LED, With Sixteen (16) 4-LED Modules (4 Corner, 6 Front, And 6 Rear) - 64 LEDs Total, Meets SAE Class 1 And California Title 13 Specifications	1
97.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1
98.	PTO Hour Meter, Digital, With 10 000 Hour Display	1

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
99.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
100.	Altec Standard Trailer Plug Wiring	1	
101.	Upfitter Switches, Ford (Supplied with Chassis)	1	
102.	Generator, Gas, 2800 Watt, Electric Start (Cummins Onan), Fixed Mount -Installed above curbside rear vertical	1	
103.	Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
104.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	
105.	Install Outrigger Interlock System In Final Assembly	1	
106.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1	
107.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
108.	PTO Indicator Light, Installed In Cab	1	

Finishing Details

109.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1
110.	Powder Coat Unit Altec White	1
111.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1
112.	Safety and Instructional Decals English	1
113.	Vehicle Height Placard Installed In Cab DEPS 002	1
114.	HVI-22 Hydraulic Oil Placard	1
115.	Dielectric Test Unit According to ANSI Requirements	1
116.	Stability Test Unit According to ANSI Requirements	1
117.	Focus Factory Build	1
118.	Delivery Of Completed Unit	1
119.	Inbound Freight	1
120.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1
121.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Chassis</u>			
122.	Altec Supplied Chassis	1	
123.	Chassis	1	
124.	2025 Model Year -2027	1	
125.	Ford F550	1	
126.	Dual Rear Wheel	1	
127.	4x4	1	
128.	Chassis Cab	1	
129.	Regular Cab	1	
130.	Collision Mitigation System	1	
131.	Lane Departure Warning System	1	
132.	AM/FM Radio	1	
133.	Bluetooth	1	
134.	Ford SYNC	1	
135.	Limited Slip Rear Axle	1	
136.	Skid Plate	1	
137.	Trailer Brake Controller (Factory Installed)	1	
138.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass	1	
139.	110VAC Outlet, OEM Supplied	1	
140.	Air Conditioning	1	
141.	Backup Camera, OEM Supplied	1	
142.	Cruise Control	1	
143.	Keyless Entry	1	
144.	Power Door Locks	1	
145.	Power Windows	1	
146.	Tilt Steering Wheel	1	
147.	84 Clear CA (Round To Next Whole Number)	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
148.	Chassis Wheelbase Length - 169	1	
149.	GVWR 19,500 LBS	1	
150.	7,500 LBS Front GAWR	1	
151.	14,706 LBS Rear GAWR	1	
152.	Spring Suspension	1	
153.	Ford Gas 7.3L	1	
154.	Gas	1	
155.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
156.	Ford 40 Gallon Fuel Tank (Rear)	1	
157.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
158.	EPA Emissions	1	
159.	No Idle Engine Shut-Down Required	1	
160.	Hydraulic Brakes	1	
161.	Electronic Park Brake In Rear Wheels	1	
162.	Dual Alternator (220 amp Minimum)	1	
163.	63C - Aft Axle Frame Extension	1	
164.	872 - Rear View Camera and Prep Kit	1	
165.	942 - Daytime Running Lamps (Non-Controllable)	1	
166.	Vinyl Split Bench Seat	1	

Additional Pricing

167.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
168.	Administration Fees	1
169.	Documentation Fees	1
170.	State Tire Tax	1
171.	California Orders	1

	Total	260,742.00
Optional Ext Warranty, Travel, Labor, Material and Expense, 5 Year Total (4 Year Extended), Category 3		\$8,627.00
	Total if optional warranty is included	269,369.00

Altec Industries, Inc.

BY

Christian Daniel Poole

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 43-46 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until SEP 28,2023. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14

The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15

Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16

Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

17

RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

18

Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit. Interest charge of 1/2% per month to be added for late payment.



CUSTOMER ORDER ACKNOWLEDGEMENT

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 01-SEP-2023 **Quote Number:** QU30750-TU-V1 **Unit:** TL48
Sourcewell Contract Number: 110421-TER

City of Huntington Park
6550 Miles Avenue
Huntington Park , CA 90255

Baseline Price: \$263,415.00

Grand Total Each: **\$263,415.00** Estimated Tax @ 10.25% : \$27,000.03 Total: \$290,415.04

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities, Inc.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes:

- 1) Delivery Terms are CPT - 2020 .
 - Delivery to customer included.
- 2) Payment Terms are Net 30 Pending Approval .
- 3) Delivery days from receipt of order shall be 520-720 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex USA, LLC dba Terex Utilities

Accepted By: _____

Project Leader: Steve Fedt

PO Number: _____

Quantity: _____

Account Manager: Albert Gutierrez

Grand Total: _____

Date: _____



TEREX USA, LLC dba TEREX UTILITIES ("Seller")

TERMS AND CONDITIONS OF SALE

U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or



delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon



any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,



successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES ("Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.



LIMITED PRODUCT WARRANTY

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 01-SEP-2023 Quote Number: QU30750-TU- V1 Unit: TL48

City of Huntington Park
6550 Miles Avenue
Huntington Park , CA 90255

Qty. Description

UNIT

1 TI48 Telescopic Aerial Device

One (1) new Terex Hi-Ranger TL48 Articulating / Telescoping Aerial Device providing a working height of 52.5 ft (16.0 m).
Unit will be mounted behind the cab.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Turntable and Lower Boom Assembly:

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom articulation is from 0 to 88 degrees.

Lower Controls:

- * Individual control levers are located in an accessible location on the turntable.

Rotation:

- * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Hydraulic System:

- * Full pressure open center hydraulic system.
- * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, boom inserts, platforms and covers are white.
- * Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- * Warning decals provided with unit.

1 Pedestal,50 (Ford)

Pedestal.

1 20 Gal Bed Mt Hyd Tank

A 20-gallon hydraulic oil reservoir provided with a spin-on type 10-micron return line filter a 100-mesh filter screen baffles outlet filter screen clean out access hole dipstick and a ball type shut off valve.

1 Boom Tip,End,Rot,Top Mnt Hyd Ext/Art Jib

Boom Tip with 4 Function Controls, Platform Rotator and 1000 lb. removable top mounted hydraulic extend-hydraulic articulate jib that does not rotate with platform.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 01-SEP-2023

Quote Number: QU30750-TU- V1

Unit: TL48

Upper Controls: Control-Plus single stick controller.
* Enable lever must be actuated before operation.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

Top mount, Removable 1000 lb. Jib/Winch

- * Levels with platform.
- * Hydraulic articulation positioning through the 90 degree articulation envelope
- * Hydraulic extension 10 .
- * Maximum jib capacity of 1000 lb.
- * Includes up to 65' of 3/8 winch rope and hook.
- * 3/4 pin diameter
- * Easy maintenance with no interlocks
- * Improved rotation lock pin access

Dual Hydraulic Tool Outlets At Platform With Flow Control:

- * Installed at the platform to accommodate two open center hydraulic tools.
- * Provides 5 GPM at 2250 psi at engine idle.

1 **Jib Chart With 500 Lbs Platform Capacity**

Platform capacity rated up to 500-lbs and jib capacity chart.

1 **End Mount, 24x30**

Platform, End Mount, 24 x 30 x 42:

- * Includes one outside access step with slip-resistant surface.

1 **Safety Harness For Single Platform**

A safety harness with lanyard is provided for fall arrest.

1 **Platform Rest,Single,24x30 - Rigid**

A rigid platform rest provides platform support during road travel.

1 **Liner W/Step, 24x30**

Insulated Platform Liner with Step for 24 x 30 x 42 Platform:

- * Tested at 50 KV AC.

1 **Cover, Platform Only, 24x30**

Vinyl Platform Cover For 24 x 30 Platform:

- * Waterproof with internal elastic cord around edge.

1 **Demand Throttle**

Demand Throttle:

- * Two speed throttle system automatically increases engine RPM to a pre-set speed



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 01-SEP-2023 Quote Number: QU30750-TU- V1 Unit: TL48

when an increase in hydraulic pressure is sensed.

** Note: Only available on units with Open Center Hydraulic systems. Requires tool option with flow control; for units with pump flows of 5 gpm or more at high idle.

1 Auxiliary Letdown,12v

Auxiliary Let Down for use with Open Center Hydraulics:

* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Collector Block, 6 Ch - Boom Stow 12v

Continuous And Unrestricted Rotation:

* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

* A 6 channel electric collector ring is provided as standard.

Boom Stow Protection System:

* Protects against damage from excessive down pressure of the lower boom by cutting off oil supply to the lower boom function.

1 Terex Base Chassis Controller

Terex Base Chassis Controller:

* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.

* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.

* Programmable settings allow installer to customize/select options need for their application.

* Screw terminal-type connections and enclosure to cover connections.

* Recommended for Class 5 chassis

* Can be used on Class 6 and above chassis with limited outputs (no more than two (2).

* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 Subframe For 84 Ca

Subframe.

1 Tie Down Kit, Ford, Light Duty - TI48

Tie down kit.

1 A-Frame,Heavy Duty, Low Profile 438506

Heavy Duty Low Profile A-Frame Outriggers (438506).

1 A-Frame,Modified,Super Duty TI48

Modified A-Frame Outriggers with swivel type stabilizer pads. (Q1348)

1 O/R Cntrls, 2 Sets



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Unit: TL48

Controls For 2-Sets OF Outriggers (Open center systems):

- * Recessed at rear of truck each side for ease of view for outrigger placement.
- * Includes switches and alarm for outrigger in motion alarm.

1 **Outrigger Interlock,12v,Std (2 Sets Af)**

Outrigger Interlock:

- * To operate the boom the outriggers must be extended.

1 **Transmission, Automatic, Ford (Muncie)**

Pump for systems requiring 8 gallons per minute:

- *Fixed displacement gear pump

1 **Ub Rest, Automatic**

A boom rest with a automatic latch is provided.

1 **As-Built Jic Hydraulic.& Electrical Schematics**

As-Built JIC Hydraulic and Electrical Schematics

1 **Lift Eye For Lower Boom**

Lower Boom Material Handling Lift Eye:

- * Maximum capacity of 1000 lbs.

1 **Usa**

American flag displayed on unit.

1 **Limited Product Warranty - Standard**

Factory Warranty

1 **Install TI Behind Cab**

Install Aerial Device Behind Cab And Install All Associated Components:

- * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 **Hose & Fitting Kit Group 1**

Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 **Misc Shop Supplies Group 3**

Miscellaneous shop supplies.

1 **Platform Rest Bottom Base Group 3**

Platform rest, bottom base



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Date: 01-SEP-2023 Quote Number: QU30750-TU- V1 Unit: TL48

1 **Chassis Spring Add Left Rear(Req. Art)**

Chassis Spring Additions:

* Build up left rear chassis springs to level vehicle.

1 **Pto (Muncie) For Automatic Transmission**

Power take off with indicator light for automatic transmission.

1 **Dot Inspection**

DOT Inspection.

1 **Set Chassis Parameters (Req'D)**

Set chassis parameters.

1 **Ecco Back-Up Alarm**

Back-up alarm to sound when the vehicle is shifted into reverse.

4 **Wood 18 X 18 Painted Black**

Laminated wood outrigger pad 18 x 18 x 2-1/2 with rope handle.

1 **Pendulum Retainer - Outriggers**

Pendulum style retainer.

4 **Rubber Wheel Chock Eye Bolt (Standard)**

Rubber wheel chocks with eye bolt.

1 **Bracket - Underbody Wheel Chock Single**

Wheel chock bracket, single for mounting under the body.

1 **Fold Down Post Style For Hood Clearance**

Cone holder bracket, fold down type.

1 **Access Step (Standard)**

Access steps to platform from top of body or flatbed floor.

2 **Mud Flap - Terex Logo (Standard)**

Mud flap with logo.

Note: Trim As-Required.

1 **Bed Mount TI37-50 (65388508-65388620)**

Boom rest.



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Date: 01-SEP-2023

Quote Number: QU30750-TU- V1

Unit: TL48

1 **Peterson 7-Lamp Led Kit Fmvss Dot**

Peterson LED 7-lamp DOT Lighting Package:

- * Complies with FMVSS 108.
- * Includes required lights, junction box and wiring harness.
- * Note: Includes lighted License Plate Area
- * Note: Includes Clearance Lights if Applicable to application.

1 **Honda Gas Generator 3800w**

Honda EM3800SX gas generator, 3800W, 120/240VAC selector.

1 **Strobe Lht Kit 4-Cnr Fl Mt Led Amber 4**

Whelen 4 corner LED, Amber Strobe Light Kit with 4 grommets.

*Wired into On/Off switch in cab.

1 **Traffic Advisor Led Arrowboard 36 X2.84**

Whelen TAM-65 arrow directional LED light stick, 36 long, 6-lamp.

1 **Stop/Start Or Two Speed Rear Of Truck**

Remote engine stop/start OR two speed control from rear of vehicle.

1 **Icc Rear Bumper**

ICC rear bumper.

1 **Receiver Tube Weldment Bumper - 2**

Receiver tube weldment rear bumper for a 2 receiver.

* Safety rings and reinforcement brackets

Note: Does not include the receiver.

1 **6-Prong Trailer Socket(Combined)Lt Dty**

6-prong trailer socket.

1 **Oil Tank Mounting (Req For External)**

Oil tank mounting for external reservoirs.

30 **Hydraulic Oil - General Purpose**

Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 **Safety Kit 5# Fire Extinguisher-Abc(Std)**

Safety Kit consists of the following:

- * 5-lb ABC fire extinguisher with bracket.
- * James King triangle reflector kit.



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Date: 01-SEP-2023 Quote Number: QU30750-TU- V1 Unit: TL48

1 **Fire Extinguisher 2-1/2# Abc**

2-1/2-lb ABC fire extinguisher with bracket:

1 **Orion Flare Kit**

Orion flare kit with holder.

1 **Chassis Supplied Camera**

Chassis supplied back up camera.

1 **Paint Body Floor With Non-Skid Paint**

Paint body floor with non-skid paint.

1 **Paint Compartment Top Non-Skid Paint**

Paint compartment top with non-skid paint.

1 **Ford F550 4x2 Chassis - Reference chassis spec for details**

1 **132" Aluminum Service Body - Reference body details included with quote**

1 **Pintle Hook 5 Ton - Terex PN - 0084271**

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included: Back-up Alarm; Strobe Light; Wheel Chocks; Outrigger Pads; Truck Grounding Cable; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; and Platform Liner.
3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.
5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

To:	Terex Utilities
Attn:	Ben Deville
Customer:	City of Huntingville
Spec Number:	QU30750
State:	California
Engine Type:	Diesel
Crane/Unif Model:	TL48
Chassis:	Ford F-550
Axle Configuration:	DRW (4x2)

Dakota Bodies LLC.	Aluminum	Service	Body
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Terex

132 Inches Long x 40 Inches High x ,94 Inches Wide

Chassis Cab to Axle (CA) of 84 Inches

- Bodies with one set of jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead – Ship loose (unless specified)
- Wheel chock holders are to be installed $\frac{1}{2}$ " forward and $\frac{1}{2}$ " rearward of cutout
- All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get p

Body Dimensions:

132	Inches - Body Length
40	Inches - Body Height
94	Inches - Body Width
84	Inches - Chassis C/A
40	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
19	Inches - Top of Body to Top of Floor Dimension
18	Inches - Horizontal Compartment Height
None	Inches - Wheel Box Height

Body Materials:

13 ga AL	- Main Body Material
1/8" AL Treadbrite	- Compartment Tops Material
1/8" AL	- Wheel Panels Material
1/8" AL	- Front Bulkhead Material
18 ga Galvanized	- Shelving Material
Adjustable on Dual Unistrut	- Shelving Mounting Style

OPTIONS

No	- Front Rock Guards Material
No	- Wheel Well Liners Material
No	- Bed Area Wall Liners Material

Other Body Details:

- Uni-strut installed in ALL compartments

Door Materials:

Standard, Double Panel	- Door Type
16 ga AL	- Inner Door Material
16 ga AL	- Outer Door Material
Aluminum Rod & Socket	- Door Hinge Style
5/16" AL	- Door Rod Material
Chain	- Vertical Door Holder Option
Chain	- Horizontal Door Holder Option
Single Point Rotary (Stainless Steel)	- Latch Type
	Keyed Alike
	- Lock Type
	- Wrap Around Striker with Rounded Corners

Other Door Details:**Floor and Understructure:**

3/16" AL Treadbrite	- Bed Area Floor Material
TL48	- Unit Cutout in Floor
Standard	- Body Frame Style
Structural	- Body Frame Material
3 Inch	- Body Frame Height

TL48 Subframe Installation:

- Install customer supplied subframe, with outriggers attached, to body (include tie down kit if necessary).
- Round Cutout in subframe
- Include rubber puck mounts - Quantity TBD

Accessories:

- Rubber Rolled Crown (PN# 30136) (Shipped Loose with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Shipped Loose)
- One (1) Fuel Filler Cutout in Rear Streetside Only of Fender Panel
- Master Door Lock, Hook and Loop System on Streetside with Three (3) Spring Loaded Door Handles
- 3/16" formed mud flap brackets installed at rear on each side with 1/4" bolt on flat

Interior Lighting:

- L.E.D. Rope Lights (PN# 30811) in All body Compartments (Installed)
- Does NOT include boxes
- Each compartment to have Two (2) Weatherpack connectors

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White DWS9-20001; PC0020
- Prime Paint Subframe and outriggers

Streetside Compartmentation:**1st Vertical Compartment:**

30" Wide x 40" High x 18" Deep Compartment

- Outrigger Cutout with Cover In this Compartment - Raised Bottom Sill of door opening for outrigger clearance
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

2nd Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment

- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Horizontal Compartment:

54" Wide x 18" High x 18" Deep Compartment
- Vacant / Open Compartment

Rear Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Streetside Hotstick Shelf:

132 Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
- Stud Mounted Latches to Have Hidden Fasteners Inside the Door
- Striker Installed in Door Frame for Maximum Opening
- Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

30" Wide x 40" High x 18" Deep Compartment
- Outrigger Cutout with Cover In this Compartment - Raised Bottom Sill of door opening for outrigger clearance
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Curbside Access Steps 24" Wide

Gripstrut Access Steps to Bed Area with
1/8" Aluminum Risers and Kickplates
Two (2) Chrome Bolt-on grabhandle installed at side access
One (1) Rubber Belt type access step under the side access steps. (Ship loose)
- 1/4" Lasered flat added to bottom of step for mounting of step
- Removable Aluminum Tube retainer 6" high X full width of bed area access
- Include pins and lanyards

Horizontal Compartment:

54" Wide x 18" High x 18" Deep Compartment
- One (1) Removable Divider Tray with Divider Slots on 2" Centers Installed on Compartment Bottom
- Divider Slots on 2" Centers, with Eight (8) Adjustable Dividers

Rear Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Tailgate:

- Removable Aluminum Tube retainer 6" high X full width of bed area installed at rear of load space
- Include pins and lanyards

Tail shelf:

- 3/16" Aluminum Tread-Brite tail shelf 36 inches long X 94 inches wide x 9 inches high.
- Outrigger control plates installed below tailshelf

Exterior Lighting:

- 9" High 7 Lamp Terex Formed Lightbar installed at rear of Tailshelf; (No Lights)

Wheel Chock Holders:

- One (1) built into body fender panel on streetside and Two (2) curbside.
- Include pendulum retainers

Grabhandles: Bolt-on/Installed

- Two (2) Mini Pool type Grabhandles installed at rear of tailshelf - Curbside

Access Steps: Bolt-on/Ship Loose

- One (1) Double Rung Cable type access step under the tailshelf - Curbside. (Ship loose)

Prepared for: Ben DeVille, Sales, Terex
3140 15th Ave SE
Watertown, SD 57201 | Mobile: 605-753-4451
Email: mike@watertownfordchrysler.com

2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420

Client Proposal

Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Quote ID: QU30750
Date: 08/25/2023



Prepared for: Ben DeVille



Sales, Terex

Prepared by: Mike Johnson

08/25/2023

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Ben DeVille, Sales, Terex
3140 15th Ave SE
Watertown, SD 57201 | Mobile: 605-753-4451
Email: mike@watertownfordchrysler.com

Re: Quote ID QU30750 08/25/2023

Dear Ben,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson
Fleet Sales
605-886-5844
mike@watertownfordchrysler.com

Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

08/25/2023

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

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Prepared for: Ben DeVille



Sales, Terex

Prepared by: Mike Johnson

08/25/2023

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs. • GCWR: 30,000 lbs. * **Fifth-wheel towing capacity: 21,700 lbs. * Gooseneck towing capacity: 21,800 lbs.** • Vehicle body length: 254.8" • Vehicle body width: 80.0" • Vehicle body height: 81.7" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Vehicle turning radius: 24.2' • Cab to axle: 84.0" • Rear tire outside width: 93.9" • Axle to end of frame: 47.2" • Frame section modulus: 12.7 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail width: 34.2" • Front bumper to front axle: 38.3" • Front bumper to back of cab: 123.7" • Front brake diameter: 15.4" • Rear brake diameter: 15.8" • Interior rear cargo volume: 11.6 cu.ft. • Max interior rear cargo volume: 11.6 cu.ft. • Total passenger volume: 64.6 cu.ft. • Headroom first-row: 40.8" • Leg room first-row: 43.9" • Shoulder room first-row: 66.7" • Hip room first-row: 62.5"

Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP • Engine cylinders: V-8 • Injection Type: sequential MPI • Spark ignition system • Horsepower: 335 HP@3750 RPM • Torque: 468 lb.-ft.@3750 RPM • Radiator • Auxiliary power take-off • 10-speed automatic • Rear-wheel drive • Recommended fuel: regular unleaded * **Mechanical limited slip differential** • Driveline managed traction control

Fuel Economy and Emissions

- Gasoline secondary fuel type • Federal emissions

Suspension and Handling

- Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

- 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs * **Rigid axle rear suspension** • Leaf spring rear suspension • Rear anti-roll bar • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

- Trailer wiring harness • 2 doors • Clearcoat paint • Monotone paint • Black fender flares • Black side window trim • Black windshield trim • Black door handles • Black front bumper • Black front bumper rub strip • 2 front tow hooks • Black grille • Black door mirrors • Manual extendable trailer mirrors • Convex spotter in driver and passenger side door mirrors • Turn signal indicator in door mirrors • LT225/70RS19.5 AS BSW front and rear tires • 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Cruise control with steering wheel mounted controls • FordPass Connect smart device vehicle start control • Day/Night rearview mirror • Power first-row windows • Fixed rear windshield • Illuminated locking glove box • Illuminated glove box • Front beverage holders • 6 beverage holders • Instrument panel covered bin • Dashboard storage • Retained accessory power • PRND in IP • Trip computer • Upfitter switches • Over the air updates

Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

08/25/2023

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

- Seating capacity: 3 • 40-20-40 split-bench front seat • Split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Manual driver seat lumbar • Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays • 8 inch primary LCD display • Primary touchscreen display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Driver information center • Gauge cluster display size (inches): 4.20 • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Light tinted windows • Aero-composite headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Front reading lights • Illuminated entry • Variable instrument panel light • Daytime running lights • Cab clearance lights • Remote activated perimeter approach lighting • Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • AppLink/Apple CarPlay and Android Auto smart device wireless mirroring • FordPass Connect 4G mobile hotspot internet access • 2 USB ports

Safety and Security

- Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Remote panic alarm • Lane Departure Warning • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation * **Rear mounted camera**

Dimensions

General Weights

* Curb weight	6,726 lbs.	* Rear curb weight	3,060 lbs.
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Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

08/25/2023



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

* GVWR	19,500 lbs.	* Payload	12,700 lbs.
<i>Trailering Weights</i>			
* Fifth-wheel towing capacity	21,700 lbs.	* Gooseneck towing capacity	21,800 lbs.
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.
<i>Front Weights</i>			
* Front curb weight	3,666 lbs.	* GAWR front	7,500 lbs.
* Axle capacity front	7,500 lbs.	* Spring rating front	7,500 lbs.
Tire/wheel capacity front	7,500 lbs.		
<i>Rear Weights</i>			
* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.
<i>Off Road</i>			
Min ground clearance	8.3"		
<i>Exterior Measurements</i>			
Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	81.7"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.4"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		
<i>Interior Measurements</i>			
Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
<i>Interior Volume</i>			
Total passenger volume	64.6 cu.ft.		
<i>Headroom</i>			
Headroom first-row	40.8"		
<i>Legroom</i>			
Leg room first-row	43.9"		
<i>Shoulder Room</i>			
Shoulder room first-row	66.7"		
<i>Hip Room</i>			



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Hip room first-row

62.5"

Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
------------	-----------------	--------	----------------------

Alternator

Alternator amps	250A	Alternator type	Heavy-duty alternator
-----------------	------	-----------------	-----------------------

Battery

Battery amps	78Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
----------	----------	--------------------------	--------------------------

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

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Sales, Terex

Prepared by: Mike Johnson

08/25/2023

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Anti-roll bar front

Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

* HD front springs

Heavy-duty front springs

Springs front

Front coil springs

Rear Spring

Springs rear

Rear leaf springs

Rear springs

Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear

Rear anti-roll bar

Suspension type rear suspension

Leaf spring rear

* Suspension ride type rear suspension

Rigid axle rear

Steering

Steering system

Hydraulic power-assist steering

Steering type

Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter

19.5"

Front wheels width

6"

Rear Wheels

Rear wheels diameter

19.5"

Rear wheels width

6"

Front And Rear Wheels

Appearance

argent

Material

steel

Front Tires

Aspect

70

Diameter

19.5"

Sidewalls

BSW

Speed

S

Tread

AS

Type

LT

Width

225mm

Front wheel - RPM

647

Rear Tires

Aspect

70

Diameter

19.5"

Sidewalls

BSW

Speed

S

Tread

AS

Type

LT

Width

225mm

Rear wheel - RPM

647

Body Exterior

Trailering

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Towing wiring harness

Towing trailer sway

Trailer wiring harness

Trailer sway control

Towing brake controller

Trailer brake controller

Exterior Features

Number of doors

2 doors

Front splash guards

Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating

G

Rear tires LT load rating

G

Wheels

Dual rear wheels

Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking

Keyfob door locks Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition key

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors ... Power door mirrors

Folding door mirrors Manual folding door mirrors

Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

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**2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)*Overhead Console*

Overhead console	Full overhead console	Overhead console storage	Overhead console storage
------------------	-----------------------	--------------------------	--------------------------

Passenger Visor

Visor passenger mirror	Passenger visor mirror
------------------------	------------------------

Power Outlets

12V power outlets	2 12V power outlets
-------------------	---------------------

Rear Windshield

Rear windshield	Fixed rear windshield
-----------------	-----------------------

Storage

Number of beverage holders	6 beverage holders	Beverage holders	Front beverage holders
Glove box	Illuminated locking glove box	Illuminated glove box	Illuminated glove box
Instrument panel storage	Instrument panel covered bin	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
---------------------	---	-----------------------	---

Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort*Climate Control*

Climate control	Manual climate control	Cabin air filter	Cabin air filter
-----------------	------------------------	------------------	------------------

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
--------------------	--------------------------	--------------------	-------------------------

Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
----------------	---------------------------	----------------	---------------------

Steering Wheel

Steering wheel telescopic steering wheel	Manual telescopic steering wheel	Steering wheel material	Urethane steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim*Seat Capacity*



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Seating capacity

3

Front Seats

Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction	Front passenger seat with 4-way directional controls
Split front seats 40-20-40 split-bench front seat		Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Arrests front center	Front seat center armrest
Arrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat

Lumbar Seats

Driver lumbar	Manual driver seat lumbar
---------------	---------------------------

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
-----------------------	-----------------------------	---------------------------	---------------------------------

Interior Accents

Interior accents	Chrome interior accents
------------------	-------------------------

Gearshifter Material

Gearshifter material	Urethane gear shifter material
----------------------	--------------------------------

Entertainment Features

LCD Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
LCD primary display size	8 inch primary LCD display		

Radio Features

External memory control	SYNC 4 external memory	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	4
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Audio Features



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Steering mounted audio control
mounted audio controls
Voice activated audio SYNC 4 voice activated
audio controls

Steering wheel
Speed sensitive volume
Wireless streaming

Speed sensitive volume
Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer
Configurable instrumentation gauges Configurable
instrumentation gauges

Instrumentation display
instrumentation display

Digital/analog

Instrumentation Displays

Temperature display
display
Clock In-radio display clock

Driver information center
center
Compass

Driver information

Compass

Instrumentation Gauges

Tachometer
Transmission temperature gauge
fluid temperature gauge

Tachometer
Transmission

Oil pressure gauge
Engine/electric motor temperature
gauge Engine/electric motor temperature
gauge

Oil pressure gauge

Gauge cluster display size (inches)

4.20

Engine hour meter

Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature
warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Oil pressure warning

Oil pressure warning

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Autolamp auto on/off headlight
control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield
wipers



2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Selected Equip & Specs (cont'd)

Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
-------------------	-------------------	----------------------	---------------------------------

Front reading lights	Front reading lights
----------------------	----------------------

Lights

Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
----------------	------------------------	--------------------------	-------------------------------

Clearance lights	Cab clearance lights	Perimeter approach lighting	Remote activated perimeter approach lighting
------------------	----------------------	-----------------------------	--

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity	Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
---	---

Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device
---------------	--

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access
--

USB Ports

USB ports	2 USB ports
-----------	-------------

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts	Front height
adjustable seatbelts	

Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
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Active Driving Assistance

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Sales, Terex

Prepared by: Mike Johnson

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Selected Equip & Specs (cont'd)

Lane departure

Lane Departure Warning

Forward collision warning

Pre-Collision Assist

with Automatic Emergency Braking (AEB)

forward collision mitigation

Cameras

* Rear camera

Rear mounted camera

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

As Configured Vehicle

Code	Description	
Base Vehicle		
F5G	Base Vehicle Price (F5G)	
Packages		
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/pasenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	
X8L	Limited Slip w/4.88 Axle Ratio	
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.	
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/pasenger headrests and driver's side manual lumbar.</i>	

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STD RD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guide distributed with the purchase of every new vehicle.</i>
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Emissions

425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles
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Powertrain Warranty

Powertrain warranty	60 months/60,000 miles
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Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited
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Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles
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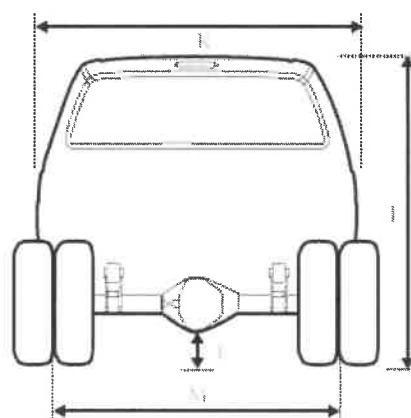
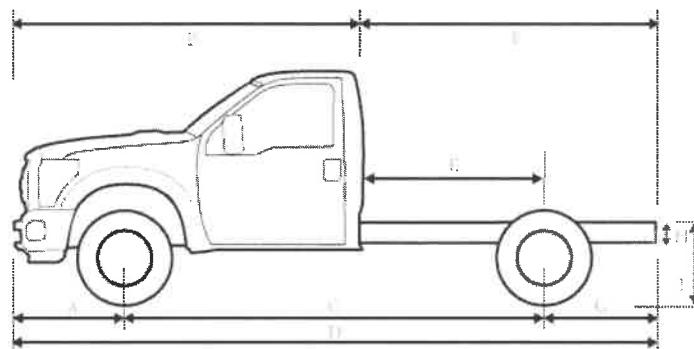


2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	254.80 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.40 in.
J	Rear Frame Height Loaded	28.60 in.
K	Cab Height	81.70 in.
L	Body Width	80.00 in.
M	Maximum Ground Clearance	N/A
M	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

08/25/2023

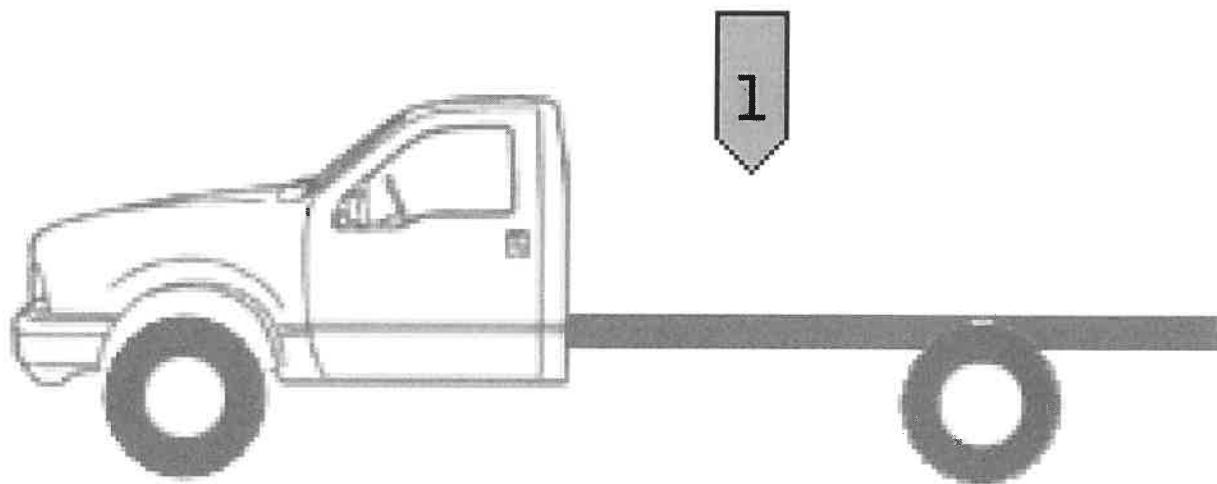
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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 420 | Quote ID: QU30750

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	3,666 lbs	3,060 lbs	6,726 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	3,534 lbs	8,790 lbs	12,324 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	14,706 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

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**2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 420 | Quote ID: QU30750

Vehicle Dimension and Performance Summary (cont'd)*Start, Grade and Speed*

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	32.19 %
Start grade capability in reverse	4.70	15.00 %	32.75 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.03 %
Maximum grade in 9th gear	0.69	3.00 %	4.87 %
Maximum grade in 10th gear	0.63	3.00 %	4.48 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	113 mph
<i>To meet your requirement you need a maximum axle ratio of 8.80</i>			
Top Speed on 3% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,995 rpm

Variables in Use*Start*

Rear axle ratio:	4.88	Clutch engagement torque:	234 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.88	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	468 ft.lbs.

Speed

Engine Power:	335 hp @ 3,750 rpm	Worst road surface	Typical Highway
Peak Torque RPM:	3,750 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.39 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,600 rpm		

Prepared for: Ben DeVille

Sales, Terex

Prepared by: Mike Johnson

08/25/2023

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2024 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

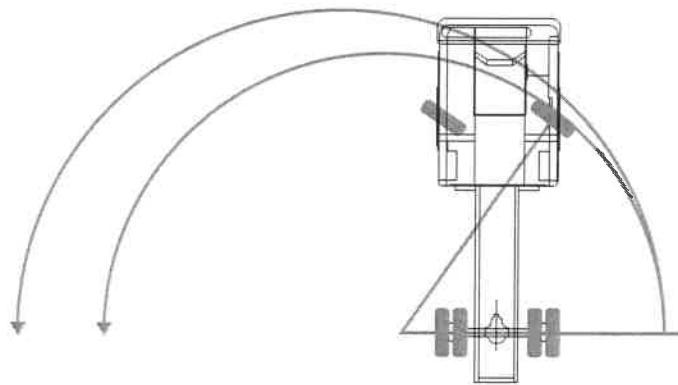
Price Level: 420 | Quote ID: QU30750

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius

24.25 ft



ITEM 11

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



October 3, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

AWARD OF CONTRACT FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a contract for services related to Street Light(s) and Wi-Fi Demonstration Project to Louii's Electric Power & Lighting Company in an amount not to exceed \$847,000; and
2. Authorize the City Manager to negotiate and execute the final terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has begun preliminary work on a project that would facilitate the installation of Wi-Fi components at various locations throughout the community. The installation of Wi-Fi related components in trial residential areas of the City would allow for the public to have access to Wi-Fi for educational and community related benefits. The program is currently in testing in the City's Parks and an expansion of this trial program could have lasting benefits to a population of individuals that would otherwise not have access due to lack of economic means.

In order to save costs and work directly with a firm that specializes in electrical, street lighting, and internet connections, a request for proposal process was authorized by City Council on May 16, 2023 to solicit proposals from qualified firms. The RFP was designed to solicit firms known for working with municipal agencies who understand current requirements. However, no proposals were received by the June 1, 2023 deadline for submission. The Public Contracting Code authorizes the City to negotiate and work with a qualified firm to facilitate the needs of the City to perform the services required described in the RFP. The City has reached out to several qualified electrical firms and received two proposals that are comparable to the construction estimate. Staff has reviewed the proposals and found that Louii's Electric Power & Lighting Company to be the most responsive.

**AWARD OF CONTRACT FOR SERVICES RELATED TO STREET LIGHT(S) AND
WI-FI DEMONSTRATION PROJECT.**

October 3, 2023

Page 2 of 2

The total number of street light poles is estimated to be 250. The price per pole submitted by Louii's Electric Power & Lighting Company is \$3,388. The total estimated cost shall not exceed \$847,000.

FISCAL IMPACT/FINANCING

These tasks would be paid upon the conclusion of the contract by the selected firm from the City's General Fund, ARPA funding and CDBG funding.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

City Manager



STEVE FORSTER

Community Development Director

ATTACHMENT(S)

1. Proposals

ATTACHMENT "A"



LOUII'S ELECTRIC

Power & Lighting Company

LOUII'S ELECTRIC

Power & Lighting Company

C-10 Lic #1067534

C-10 Lic #1067534



COST

PROPOSAL

CITY OF HUNTINGTON PARK

Cost Proposal for Street Lighting Modification and Wi-Fi Equipment Installation



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



LOUII'S ELECTRIC

Power & Lighting Company

02



Letter from Owner

Dear Mr. Forster ,

I hope this letter finds you well. I am Louii Tannous, the owner of Louii's Electric Power & Lighting Company, and it is with great enthusiasm that I present this cost proposal to the City of Huntington Park. Our company has a strong commitment to delivering top-quality electrical and lighting services, and we are dedicated to contributing to the betterment of our community.

I am pleased to inform you that our company was responsible for installing all electrical systems and mounting all WiFi equipment for a total of 8 poles in the City of Huntington Park. This project was executed with precision and in compliance with all safety and regulatory standards. We take pride in our work and are committed to ensuring that the City of Huntington Park benefits from our expertise in electrical and WiFi installations.

Our team of highly skilled professionals worked diligently to complete this project on time and within budget. We understand the importance of reliable electrical and WiFi infrastructure for the city's residents and businesses, and we are confident that our services have contributed to enhancing the quality of life in Huntington Park.



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



LOUI'S ELECTRIC

Power & Lighting Company

02



Enclosed with this letter is the detailed cost proposal for the aforementioned project. We have provided a breakdown of all costs and a timeline for the work performed. If you have any questions or require further clarification on any aspect of the proposal, please do not hesitate to reach out to us.

We are excited about the opportunity to continue our partnership with the City of Huntington Park and to contribute to the city's growth and development through our electrical and lighting services. Should you choose to accept our proposal, we are committed to delivering exceptional results and maintaining the highest standards of quality.

Thank you for considering our proposal. We look forward to the possibility of working together again and serving the needs of the City of Huntington Park. Please feel free to contact me at (626) 399-9509 for any inquiries or to schedule a meeting to discuss this proposal in more detail.

Louii Tannous, Owner



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



Cost Proposal

Scope of Work #1: Street Lighting Modification Only

Objective:

Our primary objective for this scope of work is to provide comprehensive street lighting modification services for **250 specified light poles**. The work includes the following details:

1. Photocell Installation:

Providing and installing commercial-grade street lighting photocells on the lighting fixtures in accordance with industry standards.

2. Lighting Circuitry Modification:

Modifying the existing lighting circuitry to ensure a consistent power supply for every light pole.

3. Pedestal Power Box Enhancement:

Providing the necessary cap-off and rewiring of the breakers at the pedestal power box to optimize power distribution.

4. Equipment and Traffic Management:

Furnishing boom equipment and implementing essential traffic control measures as required for installation.

Pricing per Pole

- Photocell and Bracket: \$35.00
- Safety and Traffic Control: \$8.00
- Equipment Rental: \$40.00
- Labor: \$950.00
- **Total Cost per Pole: \$1,033**



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



Cost Proposal

Scope of Work #2: Street Lighting Modifications and Wi-Fi Equipment Installation

Objective:

This scope of work encompasses street lighting modification for **250 light poles**, along with the installation of Wi-Fi equipment inside a specially designed enclosure. The work includes the following details:

1. Photocell Installation:

- Providing and installing commercial-grade street lighting photocells on the lighting fixtures, adhering to industry standards.

2. Lighting Circuitry Optimization:

- Modifying the existing lighting circuitry to ensure a constant power supply for all light poles on the specified circuit.

3. Pedestal Power Box Improvement:

- Cap-off and rewire the breakers at the pedestal power box to enhance electrical distribution.

4. Electrical Enclosure Installation:

- Providing and installing a commercial-grade weatherproof electrical enclosure.

5. Power Outlet Provision:

- Installing a single gang power box within the enclosure.
- Incorporating a 15-AMP NEMA 6-15R 250V duplex receptacle.

6. Electrical Wiring:

- Running electrical wiring from the lighting fixtures to the dual receptacle.
- Installing 1/2-inch flexible non-metallic liquid-tight electrical conduit for wiring.

7. Wi-Fi Equipment Integration:

- Securely mounting the network switch provided by the city inside the enclosure.
- Installing the v5000 and Wi-Fi AP equipment at predetermined locations.
- Ensuring the proper installation and secure routing of all Ethernet/Fiber wires provided by the city.

8. Equipment and Traffic Management:

- Furnishing boom equipment and implementing essential traffic control measures as required for installation.





Pricing per Pole:

- Enclosure and Mounting Hardware: \$220.00
- Power Outlet and Power Box: \$45.00
- v5000 Mounting Hardware: \$65.00
- AP Mounting Hardware : \$150.00
- Power Cords and Miscellaneous: \$300.00
- Liquid-Tight Conduit: \$25.00
- Photocell and Bracket: \$35.00
- Safety and Traffic Control: \$8.00
- Equipment Rental: \$40.00
- Labor: \$2,500.00

Total Cost per Pole: \$3,388.00

Prevailing Wages: all the rates paid for this project are in accordance with prevailing wages by the Director of the Department of Industrial Relations, according to the type of work and location of the project.

Project Notes:

- All work will be conducted during standard business hours.
- The City is responsible for notifying residents and providing necessary no-parking signage to ensure a safe working environment.
- Total number of poles might be less if determined that some poles are not going to contribute to the WiFi Coverage

It would be an honor to collaborate with the City of Huntington Park on this project. Our commitment to excellence aligns seamlessly with the city's vision for enhancing infrastructure. Should you have any questions or require additional information, please feel free to contact me directly at (626) 399-9509 or via email at ltannous38@gmail.com .

I look forward to the opportunity to discuss this proposal further and to contribute to the continued improvement of our wonderful city.

Sincerely,

Louii Tannous



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91107



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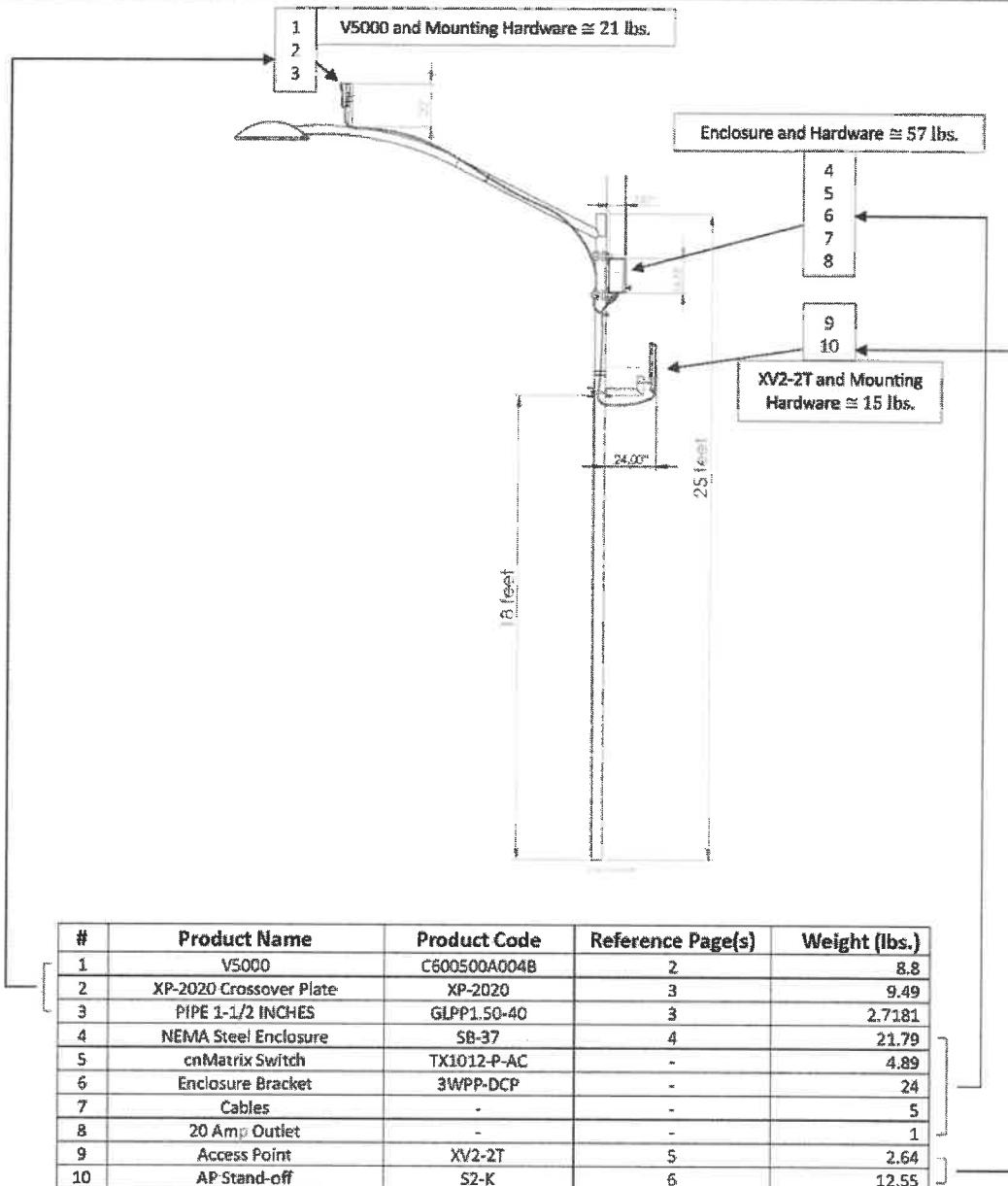
LOUII'S ELECTRIC

Power & Lighting Company

05

Exhibit-WiFi Equipment placements and items Breakdown

WI-FI SPEC SHEET



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91107



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06



End Of Proposal

THANK YOU



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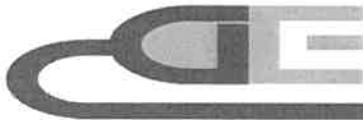


(626)399-9509



ltannous38@gmail.com

Ducros Electrical Contracting



and Design Inc
CIO #750903

PROPOSAL

City of Huntington Park

Community Development Director
6550 Miles Avenue
Huntington Park, CA 90255
Contact: Steve Forster
E-mail: sforster@h pca.gov
Phone 323.582.6161

Date: 7/6/2023
Project Name: Huntington Park: Public WiFi

Work Description

PROJECT:

Huntington Park: Public WiFi

SCOPE OF WORK:

Provide and install WIFI system and mounting of electrical components on City Poles as per tentative design.
Price is for the installation pole lights with WiFi as described below:

Provide labor and equipment for the City Wide WiFi as per outlined below

Provide and install the installation of Electrical Enclosure at + 15-18' (Final Location Needs approval)

Provide and install 2 receptacles for network switch power. (Spec. will be provided for approval prior to installation)

Provide and install electrical rewire of lighting at cobra head LED lighting and utilize existing Circuitry.

Provide the safe off and rewiring at Pedestal power box for constant power rewire.

Provide the mounting of an A/P and A V5000 as a predetermined location on pole lighting. (Equipment provided by others)

Provide and install the Photocells on lighting fixture and remove lighting circuitry to be constant power for network switch power.

Provide boom equipment, Arrow boards, and traffic control as needed for Installation.

All work will be done during normal business hours.

Note: Due to the size and scale, project will need to be in 4 phases upon city approval in order to provide and acquire payment bonds and performance bonds and will be subject to our maximum bonding ability per phase

Exclusions:

Plans, Permits, City fees or Utility fees.

Coordination with City and planning by others

Street signage and no parking signs by others

Hand hole boxes and hand hole covers removal and replacement



PROPOSAL

All electrical estimates based on fully functional wiring and fuses at pole base and hand hole box

We reserve the right to correct this quote for errors and omissions. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. This price is good for acceptance within 10 days from the date of receipt. We will supply and install all materials, labor and equipment as per your instructions.

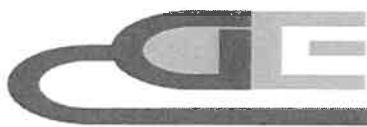
Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3/4" STEEL BONDING LN	1000	733.23C	7332.30	6.25C	62.5
1" STEEL BONDING LN	1000	874.18C	8741.80	7.50C	75
3/4" CHASE NIPPLE	250	466.69C	1116.67	6.25C	2.4
1" CHASE NIPPLE	250	692.71C	1731.77	7.50C	17.5
3/4 NON METALLIC FLEX	2500	735.33C	18383.25	0.10E	250
3/4 NM 90 CONN	1500	5.83E	8745	0.10E	250
#8 THHN	7500	1,820.22M	13651.65	8.77M	65.77
NSI CONNECTORS	500	21.55E	10775	0.70E	350
B2-1 RED WIRE CONN	2500	19.36C	484	7.50C	187.5
4x1-1/2" SQ BOX COMB KO	500	2,210.69C	11053.45	28.75C	143.75
4" SQ 1.719" DIAM REC COVER	500	279.29C	1396.45	3.12C	15.6
A-18R188 18x18x8 SCR CVR 3R	250	350.00E	87500	2.12E	530
20A 250V 3W STR PLUG	500	20.39E	10195	0.27E	135
20A 250V 3WIRE 1PH TL REC	500	15.58E	7790	0.28E	140
20A 250V 3WIRE 1PH TL PLUG	500	12.22E	6110	0.28E	140
BOX GROUNDING PIGTAIL	500	22.28C	111	0.06C	30
PHOTOCELL	500	15.00E	7500	0.37E	185
LABOR	2000	0.00E	0.00	1.20E	2800
Totals	24750		202,617.34		5380.02

Summary

General Materials		202,617.34
Material Tax	(@ 10.250 %)	20,768.27
Material Total		223,385.61
JOURNEYMAN	(2000 Hrs @ \$250.00)	500,000
APPRENTICE	(2000 Hrs @ \$200.00)	400,000
Total Material & Labor		1,123,385.61
Markup	(@ 15.000 %)	168,507.84

Ducros Electrical Contracting



and Design Inc
CIO #750903

PROPOSAL

Summary (Cont'd)

Subtotal	1,291,893.45
Final Amount	
	\$ 1,291,385.45

CONTRACTOR CERTIFICATION

Name: Steve Ducros

Date: 7/6/23

Signature: 

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

Final Amt. :\$1,291,385.45

Name: _____

Date: _____

Signature: _____

Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.