SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, July 9, 2024 at 6:30 p.m.

SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

VIEW MEETING LIVE ONLINE AT:
HTTPS://YOUTUBE.COM/@SOUTHGATECA90280

City Officials

MAYOR, Gil Hurtado	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Maria Davila	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Joshua Barron	**CITY ATTORNEY,** Raul F. Salinas
COUNCIL MEMBER, Al Rios	

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280
Please allow up to 24 hours after the meeting for the archive to be available.
2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
3. ATTEND THE MEETING IN PERSON
***The disruption in service of any alternative method does not prelude the City Council or other legislative**
body from taking further action and moving forward on the agenda.

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month,

closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Emails for public comment received prior to 12pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor

INVOCATION: Steve Costley, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE: Joshua Valdez, Contract Planner

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is $790 monthly regardless of the amount of meetings.

Public Hearings

1. Consider Live Entertainment Permit request for 951 Banquet Hall located at 9849 Atlantic Ave

Following the conclusion of the Public Hearing, the City Council will consider: (CD)

a. Approving the live entertainment permit for the 1951 Banquet Hall to have live entertainment at 9849 Atlantic Avenue, Unit H ("Project Site") subject to the conditions set forth in the permits and any limitations and/or conditions the City Council may wish to impose.

Documents:

Item 1 Report 7092024.pdf

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section1.04.110.

Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Consent Calendar Items

Agenda Items **2, 3, 4, 5, 6, 7, 8, 9, 10** and are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

Any motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

2. Resolution declaring a continued emergency and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK without public bidding, pursuant to the Emergency Contracting Procedures of the South Gate Municipal Code and the California Public Contract Code

The City Council will consider making a finding and adopting a **Resolution** declaring an

emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539- PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code. (PW)

Documents:

Item 2 Report 7092024.pdf

3. Amendment No. 4 to Contract No. 2022-77-CC with Z&K Consultants, Inc. for additional Construction Management and Inspection Services for the Hollydale Community Park Renovation Project

The City Council will consider: (PW)

a. Approving **Amendment No. 4 to Contract No. 2022-77-CC** with Z&K Consultants, Inc., ("Agreement") to provide additional construction management and inspection services for the Hollydale Community Park Renovation, City Project No. 607-PRK, at a not to exceed cost of $180,570;

b. Authorizing the Mayor to execute **Amendment No. 4** in a form acceptable to the City Attorney; and

c. Authorizing the City Manager to approve and execute subsequent amendments for a cumulative amount of $100,000, to streamline approval of additional services should they be needed.

Documents:

Item 3 Report 7092024.pdf

4. Agreement with Los Angeles County Metropolitan Transportation Authority for Measure R Funds for the I-710 Firestone Boulevard Southbound On-Ramp Modification Project

The City Council will consider: (PW)

a. Approving Funding **Agreement** with the Los Angeles County Metropolitan Transportation Authority ("Metro") to accept $1,450,000 in Measure R Funds for the I-710/Firestone Boulevard Southbound On Ramp Modification Project ("On Ramp Project"), City Project No. 354-ST;

b. Appropriating $1,450,000 in Metro Measure R Funds to the On Ramp Project; and

c. Authorizing the Mayor to execute the Funding Agreement in a form acceptable to the City Attorney.

Documents:

Item 4 Report 7092024.pdf

5. Agreement with Sequel Contractors, Inc for Construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST

The City Council will consider: (PW)

a. Approving an **Agreement** with Sequel Contractors, Inc. ("Agreement"), for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, in an amount not to exceed $7,745,175, with a construction completion schedule of 180 working days; or

b. Approving an **Agreement** with Sequel Contractors, Inc. ("Agreement"), for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, in an amount not to exceed $8,095,175, with a construction completion schedule of 145 working days;

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;

d. Authorizing the City Manager to approve change orders administratively up to a cumulative amount of $800,000 to be funded with project contingency funds, to expedite approval of change order work to avoid construction schedule delays;

e. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to comply with state legislation that requires payment of invoices within 30 days;

f. Declaring the Tweedy Mile Complete Streets Project, City Project No. 614-ST, to be Categorically Exempt under Title 14 of the California Code of Regulations, Section 15301 of the California Environmental Quality Act ("CEQA"); and

g. Approving the Notice of Exemption for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

Item 5 Report 7092024.pdf

6. Agreement with Gannett Fleming, Inc., for Construction Management Services of Tweedy Mile Complete Streets Projects, City Project No. 614-ST

The City Council will consider: (PW)

a. Approving an **Agreement** with Gannett Fleming, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST in an amount not-to-exceed $551,900;

b. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

Item 6 Report 7092024.pdf

7. Transit Agreement with Fiesta Taxi for Phone-A-Ride Services

The City Council will consider: (PARKS)

a. Awarding Transit Services **Agreement** - Phone-A-Ride program ("PAR") to Administrative Services Cooperative d/b/a Fiesta Taxi ("Fiesta"); and

b. Authorizing the Mayor to execute a professional services agreement for vendor in a form approved by the City Attorney.

Documents:

Item 7 Report 7092024.pdf

8. Attorney Retainer Agreement with the Law Firm of Liebert Cassidy Whitmore for Legal Services

The City Council will consider: (ATTY)

a. Approving Attorney Retainer **Agreement** with the law firm of Liebert Cassidy Whitmore to provide legal services to the City related to consulting, representational and legal services pertaining to employment relations matters; and

b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

Item 8 Report 7092024.pdf

9. Purchase Order with Mike Cabrera Printer to Produce the City's Connect Brochure for FY 2024/25

The City Council will consider: (PARKS)

a. Approving a Purchase Order with Mike Cabrera Printer in the amount not-to-exceed $75,632 to print, fold, and mail the City "Connect" brochure;

b. Authorizing the City's Purchasing Division to issue a Purchase Order for this process in accordance with the City's purchasing ordinance and policies; and

c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required for future issues of the Connect.

Documents:

Item 9 Report 7092024.pdf

10. Purchase Order with Herc Rentals for HVAC Equipment for SG Sports Center & Police Station for 2024 Summer Season

The City Council will consider: (PW)

a. Authorizing the City Manager to approve a Purchase Order with HERC Rentals to fund equipment rentals needed to operate the HVAC systems at City Hall, the Police Station and Sports Center for up to a seven-month period, in an amount not to exceed $454,000; and

b. Appropriating $479,000 in General Funds to fund the Purchase Order with HERC Rentals.

Documents:

Item 10 Report 7092024.pdf

Reports, Recommendations And Requests

11. Warrant register for July 9, 2024

The City Council will consider approving the Warrant Register for July 9, 2024. (ADMIN SVCS)

Total of Checks:	$ 2,001,954.67
Less: Voids	$ (1,489.46)
Less: Employee Payroll Deductions	$ (517,410.53)
Grand Total:	$ 1,483,054.68

Cancellations: 100137, 100541, 100707, and Various Stale Dated Checks as Listed in the Staff Report.

Documents:

Item 11 Report 7092024.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on July 3, 2024, at 5:10 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at https://www.cityofsouthgate.org

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports. or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material. revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Item No. 1

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular meeting of ***July 9, 2024***

Originating Department: **Community Development**

Department Head: _____ ***City Manager:*** _____ FOR ROB HOUSTON

Meredith T. Elguira *Rob Houston*

SUBJECT: CONDITIONAL USE PERMIT (CUP) No. 23-0040 TO ALLOW LIVE ENTERTAINMENT WITHIN A PROPOSED BANQUET HALL ("1951") LOCATED AT 9849 ATLANTIC AVENUE, UNIT "H"

PURPOSE: Consideration of Conditional Use Permit (CUP) No. 23-0040 to allow live entertainment, i.e. D.J. and 5-person band, within a proposed banquet hall ("1951") located at 9849 Atlantic Avenue, Unit H. Pursuant to Table 11.51-1 (Application and Review Authority) of the South Gate Municipal Code Section 11.51.030, live entertainment permit applications are subject to review and approval by the City Council.

RECOMMENDED ACTION: The City Council will consider:

a. Approving the live entertainment permit for the 1951 Banquet Hall to have live entertainment at 9849 Atlantic Avenue, Unit H ("Project Site") subject to the conditions set forth in the permits and any limitations and/or conditions the City Council may wish to impose.

FISCAL IMPACT: $200 for the Live Entertainment Permit. Fees will be collected annually upon the operator's renewal of their business license.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing was conducted in compliance with Chapter 11.50.020, of the South Gate Municipal Code. Notice of the hearing was originally posted and published in the "*South Gate Press*" newspaper and was mailed to the surrounding properties on June 25, 2024.

ENVIRONMENTAL ELEVATION: The City of South Gate has determined that the proposed project qualifies for a categorical exemption under CEQA Guidelines Section 15301, (Class 1) "Existing Facilities", in that the project involves a negligible expansion of (live entertainment) activities allowed within a banquet hall without alterations or expansion to an existing commercial building, and thereby is exempt from CEQA.

BACKGROUND: On April 16, 2023, during a regularly scheduled Planning Commission meeting, the Planning Commission approved a request for a Conditional Use Permit (CUP) No. 23-0030 to allow the catering of alcoholic beverages (ABC license Type 58) in conjunction with a banquet hall; and on-site consumption of beer and wine (ABC license Type 41) in conjunction with a full-service breakfast restaurant, The Pan.

In addition, live entertainment was proposed as part of the project. However, pursuant to Table 11.51-1 of the South Gate Municipal Code (SGMC) Section 11.51.030 (Review types and responsibilities), the City Council is designated as the review authority for final approval of a Live Entertainment Permit. As a result, the Planning Commission approved the project without live entertainment.

As part of the project, the Community Development Director approved an Administrative Modification, granting a ten percent (10%) reduction in the number of off-street parking spaces required by the Zoning Code based on the existing uses within the subject site, resulting in a reduction of 11 off-street parking spaces. The Project Site is developed with 94 parking spaces. With the approval of the Administrative Modification, the project is required to provide a total of 93 parking spaces, thus making the Project compliant with parking requirements.

On April 18, 2023, the Department of Community Development received an application from Liliger Damaso, Applicant, for Conditional Use Permit to allow the operation of a banquet hall with live entertainment; to cater alcoholic beverages with a Type 58 ABC license; the sale of beer and wine for on-site consumption with a type 41 ABC license; and a full-service breakfast restaurant at 9849 Atlantic Ave, Units H and I

ANALYSIS: The Project Site is located within an existing shopping center at the northwest corner of Tweedy Boulevard and Atlantic Avenue. There is an existing 22-foot-tall solid masonry wall located along the westerly and northerly boundaries of the subject site, between the shopping center and adjacent residentials uses. The shopping center consists of two buildings. A restaurant pad ("El Pescador") is located at the easterly portion of the site, fronting Atlantic Avenue. The other commercial building is situated along the north and westerly edges of the site and hosts a variety of businesses, including the banquet hall and breakfast restaurant. The proposed banquet hall and restaurant will be in suites H and I, respectively, and share a cooking facility. There are a total of 94 parking spaces throughout the shopping center. The banquet hall will have operational hours from 5:00 pm to 12:00 am, Monday through Sunday. Live entertainment in the form of DJ or 5-person band will be playing during the hours of operation. The banquet hall will have a maximum capacity of 171 people. The applicant anticipates having five (5) employees and one (1) security guard on staff during the banquet hall's hours of operation. The restaurant's hours of operation will be from 8:00 a.m. to 3:00 p.m., Monday through Sunday.

In anticipation of the potential noise generated by the proposed live entertainment. The applicant hired Innovative Noise Consulting to conduct a Noise Impact Study at the Project Site. A study was conducted at 6:00 pm and 7:00 pm on a Friday evening. The study was conducted to predict constant steady-state noise levels at the banquet hall and within the surrounding environment. The results were based on the loudest (allowable) operating noise levels, which showed that the sound pressure in the surrounding residential area will be at most 39. This noise level is within the allowed nighttime noise level limit of 40. The applicant will install a hardware or software volume limiter to ensure that the noise level is below the permitted noise level during hours of operation and is conditioned to mitigate any potential noise pollution exceeding the City's Maximum sound levels per Section 11.34.080 of SGMC.

Based on the comprehensive Noise Impact Study, existing site conditions, and proposed mitigation measures, including a volume limited to ensure compliance with noise regulations, the proposed

land use addresses potential concerns effectively. Thus, staff recommends approval of live entertainment at 9849 Atlantic Ave, Unit H.

ATTACHMENTS: A. Conditions of Approval
B. Public Hearing Notice
C. Project plans (site plan, floor plans, etc.)
D. Noise Study (prepared by Innovative Noise Consulting)

Exhibit A

LIVE ENTERTAINMENT
CONDITIONS OF APPROVAL FOR
(CUP #23-0040)
"The 1951 Banquet Hall" – 9849 Atlantic Avenue

1. The permitted hours of operation for live entertainment (non-amplified acoustic bands and DJs) are as follows:

    a. Monday: 5:00 p.m. to 12:00 a.m.
    b. Tuesday: 5:00 p.m. to 12:00 a.m.
    c. Wednesday: 5:00 p.m. to 12:00 a.m.
    d. Thursday: 5:00 p.m. to 12:00 a.m.
    e. Friday: 5:00 p.m. to 12:00 a.m.
    f. Saturday: 5:00 p.m. to 12:00 a.m.
    g. Sunday: 5:00 p.m. to 12:00 a.m.

2. The business owner/applicant shall maintain all entrance and exit doors at the business closed during the hours of operation.

3. The applicant shall provide a minimum of one (1) on-site security guard during the operation of live entertainment.

4. The business owner/applicant shall ensure that customers do not loiter in the parking lot area of the business.

5. Security cameras shall be installed covering the parking lot and perimeter of the business. The number and placement of cameras shall be subject to the approval of the South Gate Police Department.

6. All promotions of the business shall be conducted under the direct control of the business owner. There shall be no outside promotions of live entertainment at any time.

7. The premises shall be maintained at all times in a neat and orderly manner.

8. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within an enclosed building on premises.

9. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.

10. Applicant shall remove any unpermitted signage located in front of their business.

11. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.

12. Noise generated from the business shall comply with the South Gate Municipal Code Section 11.34.080. In any case, noise shall not exceed 50dBA, measured at the property line. If noise-related problems are received and verified by the city, the owner/applicant is required to conduct a noise study by a licensed acoustical engineer to show that the site complies with the City's Noise standards. If the business exceeds the City's noise standards, the owner/applicant shall mitigate noise-related problems to the satisfaction of the City.

13. Prior to operating live entertainment, the owner/applicant shall obtain any and all required permits and approvals from the Business License Division for this Live Entertainment Permit.

14. Signs shall be posted at all entrances of the premises and business identifying a zero-tolerance policy for nuisance behavior at the premises (including parking lot).

15. A copy of the Live Entertainment Permit and any other Business Licenses shall be prominently posted on the premises at all times. The applicant shall make available said copies upon request by any Police Officer, Code Enforcement Officer or any other City staff responsible for the enforcement of the City's laws, regulations or ordinances.

16. Within thirty (30) days of approval of the Project, the Applicant and Property Owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized "Affidavit of Acceptance" stating that he/she accepts and shall be bound by all of the conditions.

17. The Applicant shall defend, hold harmless and indemnify the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the live entertainment permit. The City shall promptly notify the Applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the action.

18. The permittee shall comply with all state statutes, rules and regulations relating to the sale, purchase, display, possession and consumption of alcoholic beverages.

19. The CUP shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the CUP.

20. A public hearing consistent with Chapter 11.50 (Administration) shall be held for the consideration of a permit revocation. A permit or any associated conditions may be revoked or modified by City Council subject to any of the following grounds:

    a. The permit or approval was obtained by fraud.
    b. The property is not being used for the purpose which is the subject of the permit.
    c. The use for which the approval as granted was granted has ceased or has been suspended for one (1) year or more.
    d. The permit or conditions of the approval have been violated; exercised contrary to the terms of approval; or in violation of any statutes, ordinance, law, or regulation.

e. The use for which the approval was granted was exercised in a manner detrimental to the public health or safety of constitute a public nuisance.

21. If the application or any conditions of the CUP violate the Zoning Code or do not fulfill the intent of the Code, City Council shall, following a public hearing, be authorized to take the following actions:

    a. Revoke the CUP, revoke and reissue the CUP with new or modified conditions, or modify the conditions of the existing CUP as may be appropriate under the circumstances.
    b. Impose, as a condition of the continuation, reinstatement, or reissuance of the CUP, a requirement that the permittee reimburse the City of all costs and expenses reasonably incurred in investigating, identifying, and documenting the violation, and in processing information concerning the violation for presentation to the City Council.
    c. A CUP shall be revocable if the exercises of right granted by the CUP are discontinued for six (6) consecutive months. The use subject to the CUP may not be resumed if the CUP is revoked; a new CUP, including processing and public notification, shall be required.

Exhibit B

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing for an amendment to CUP #23-0030 to include a Live Entertainment Permit.

DATE OF HEARING: Tuesday, June 09, 2024

TIME OF HEARING: 5:30 pm

LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue
South Gate, California

PROJECT LOCATION: 9849Atlantic Avenue, Unit H

PROJECT DESCRIPTION: Amendment to Conditional Use Permit (CUP) No. 23-0030 to allow live entertainment within a proposed banquet hall ("1951") located at 9849 Atlantic Avenue, Unit "H"

ENVIRONMENTAL REVIEW: The City of South Gate has determined that the proposed project qualifies for a categorical exemption under CEQA Guidelines Section 15301, (Class 1) "Existing Facilities", in that the project involves a negligible expansion of (live entertainment) activities allowed within a banquet hall without alterations or expansion to an existing commercial building, and thereby is exempt from CEQA.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed project or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Joshua Valdez, Contract Planner
Phone: 323-563-9564
E-mail: jvaldez@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL
Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9526
Published: June 25, 2024

Exhibit C

SITE PLAN

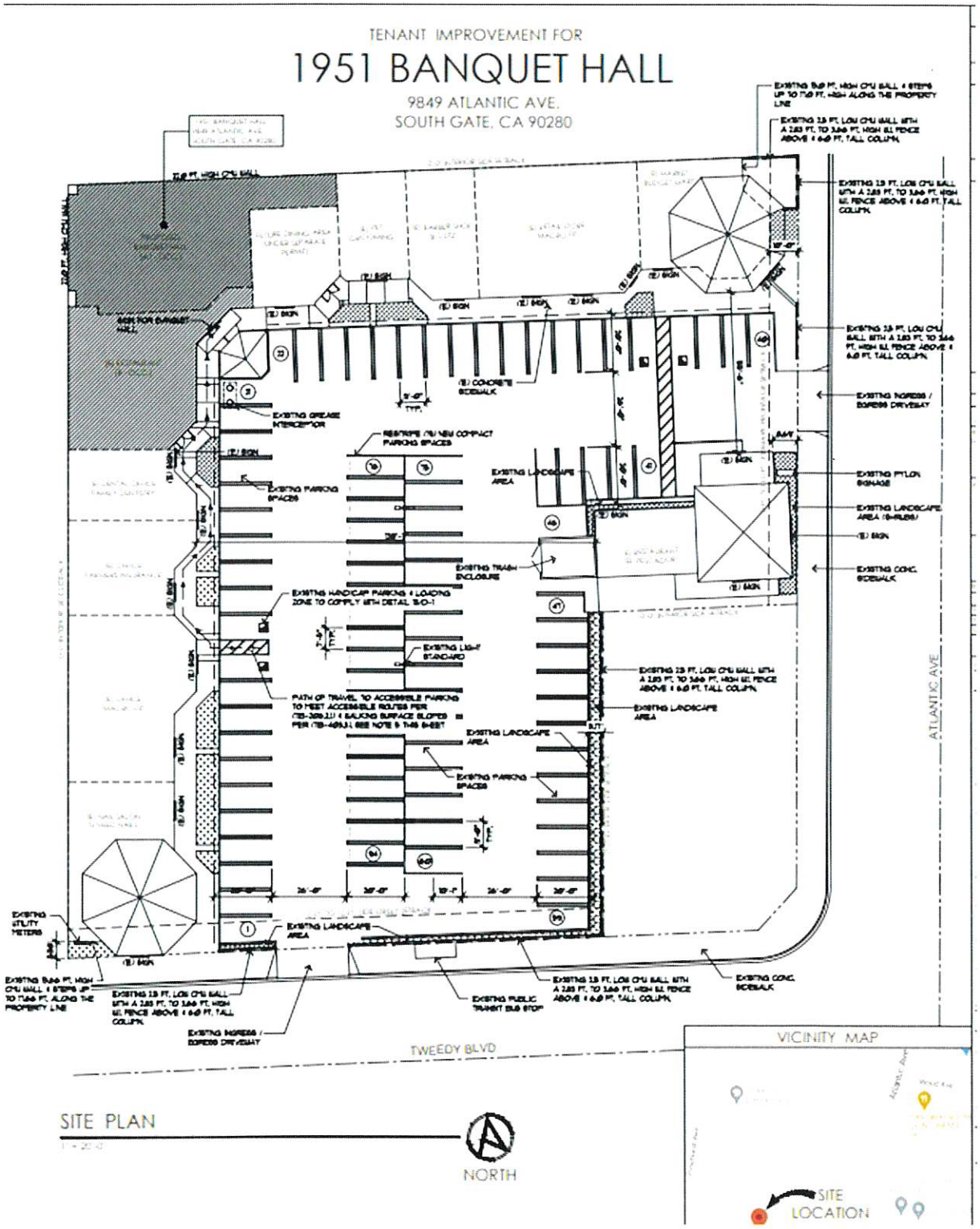


Exhibit C

LAYOUT PLAN

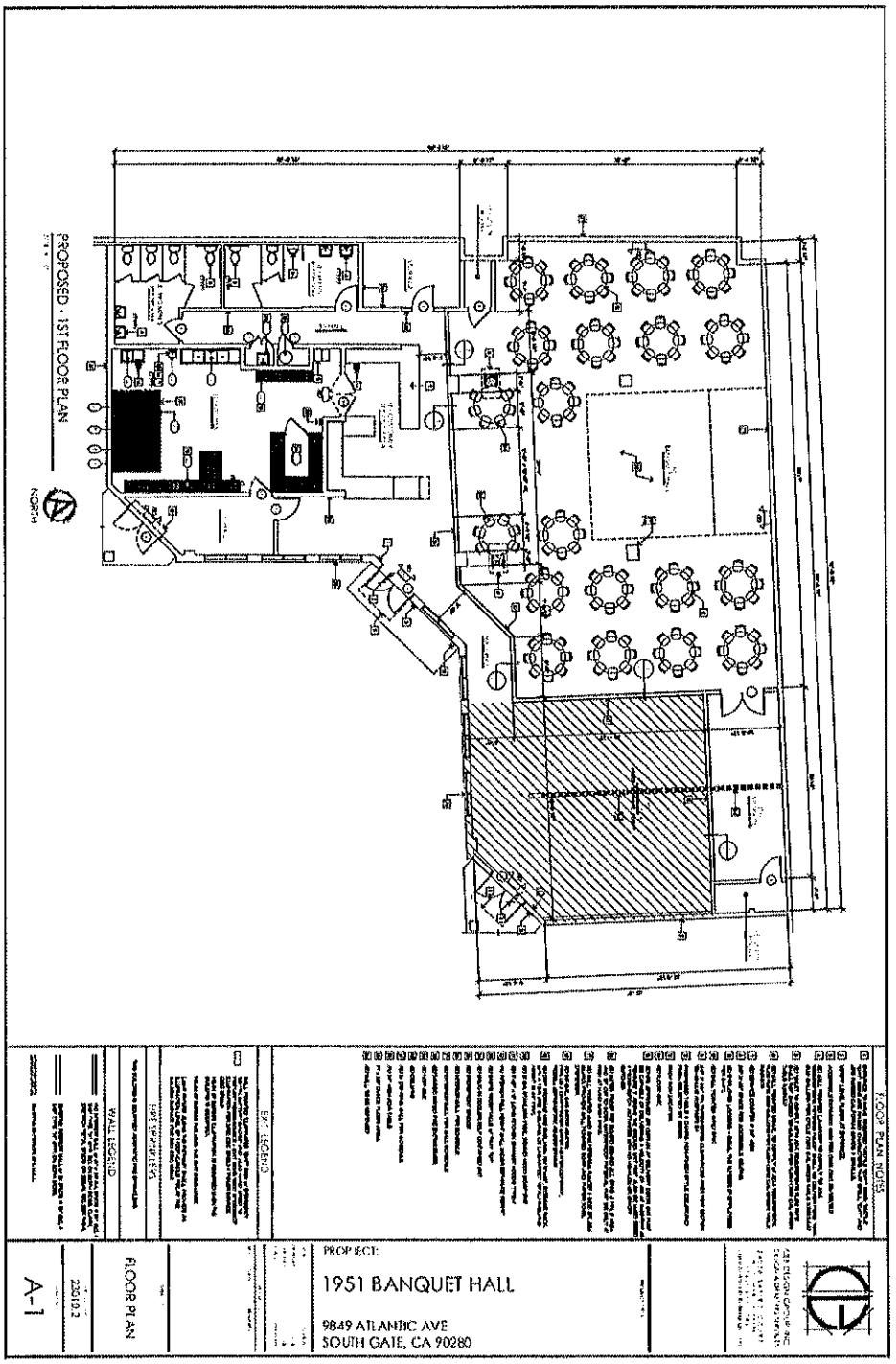
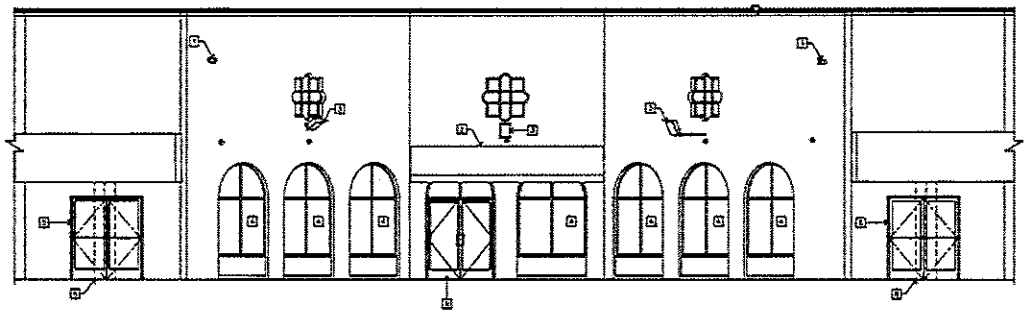


Exhibit C

ELEVATIONS



EXTERIOR ELEVATION - FRONT

KEY NOTES

CLB DESIGN GROUP, INC.
DESIGN & DRAFTING SERVICES

PROJECT:
1951 BANQUET HALL
9849 ATLANTIC AVE
SOUTH GATE, CA 90280

EXTERIOR ELEVATIONS

220102

A-4

9849 Atlantic Ave, STE I – 1951 Banquet Hall Noise Impact Study

May 24, 2024

Prepared for:

The Pan Eatery

9849 Atlantic Ave

South Gate, CA, 90280

Prepared by:

innovative noise consulting

Los Angeles, CA

innovativenc.com

1. Executive Summary

The following report provides a noise assessment of the proposed 1951 Banquet Hall venue operations at The Pan Eatery, 9849 Atlantic Avenue, STE I located in South Gate, California. A predictive noise model representing the planned operations for the 1951 Banquet Hall operations was developed and assessed against the permissible noise levels described in the City of South Gate Municipal Code Chapter 11.34: Noise Control Program Section 11.34.080 Maximum sound levels by noise zone. The following tasks were completed during development of the noise report.

- A review of the City of South Gate Municipal Code and applicable noise limits.
- Calculation of the Sound Transmission Class (STC) ratings for the development.
- A discussion of the noise modeling methodology.
- An assessment of the predicted 1951 Banquet Hall operational noise. levels in relation to the City of South Gate Municipal Code.

The site-specific noise model was developed to predict the future noise impact of the proposed 1951 Banquet Hall operations and determine compliance with the City of South Gate Municipal Code permissible sound levels.

The City of South Gate zoning map indicates that the 9849 Atlantic Avenue, STE I development has been assigned a zoning designation of Tweedy Boulevard Specific Plan Area by the City of South Gate. The 1951 Banquet Hall operations will be occurring Monday through Sunday 5:00 p.m. to 12:00 a.m.

Per City of South Gate Municipal Code, the 1951 Banquet Hall operations will be limited to the nighttime noise level limit of 40 dBA at the adjacent residential property lines.

The noise model was constructed to predict noise levels in the surrounding environment due to the 1951 Banquet Hall operations. The results of the 9849 Atlantic Ave, STE I 1951 Banquet Hall noise modeling are presented in Table 1-A.

Table 1-A 9849 Atlantic Ave, STE I 1951 Banquet Hall Noise Modeling Results (dBA)

Location	Land Use Category	Sound Pressure Level	City oof South Gate Nighttime Noise Level Limit
Receptor 1	Residential	33	40
Receptor 2	Residential	35	40
Receptor 3	Residential	38	40
Receptor 4	Residential	39	40
Receptor 5	Commercial	44	55

The results of the noise modeling indicate that the 9849 Atlantic Ave, STE I 1951 Banquet Hall operational sound pressure levels are predicted to be between 33 dBA and 44 dBA. Therefore, the 9849 Atlantic Ave, STE I 1951 Banquet Hall operations are predicted to comply with the City of South Gate applicable nighttime noise level limit.

2. Introduction

The following report provides a noise assessment of the proposed 1951 Banquet Hall operations at 9849 Atlantic Avenue, STE I located in South Gate, California. Noise emissions from the 1951 Banquet Hall operations have been assessed in relation to the noise requirements outlined in the City of South Gate Municipal Code. The 1951 Banquet Hall is located (33°56'32.84"N, 118°10'56.23"W) northwest of the intersection of Atlantic Avenue and Tweedy Boulevard as shown in Figure 2–A.

To assess the 1951 Banquet Hall operations at 9849 Atlantic Avenue, STE I location, noise level data was based on file data and was utilized in the noise modeling.

The following is provided in this report:

- An introduction to the fundamentals of noise.
- A review of the City of South Gate Municipal Code and applicable noise limits.
- Calculation of the Sound Transmission Class (STC) ratings for the banquet hall.
- A discussion of the noise modeling methodology.
- An assessment of the predicted 1951 Banquet Hall operational noise. levels in relation to the City of South Gate Municipal Code.

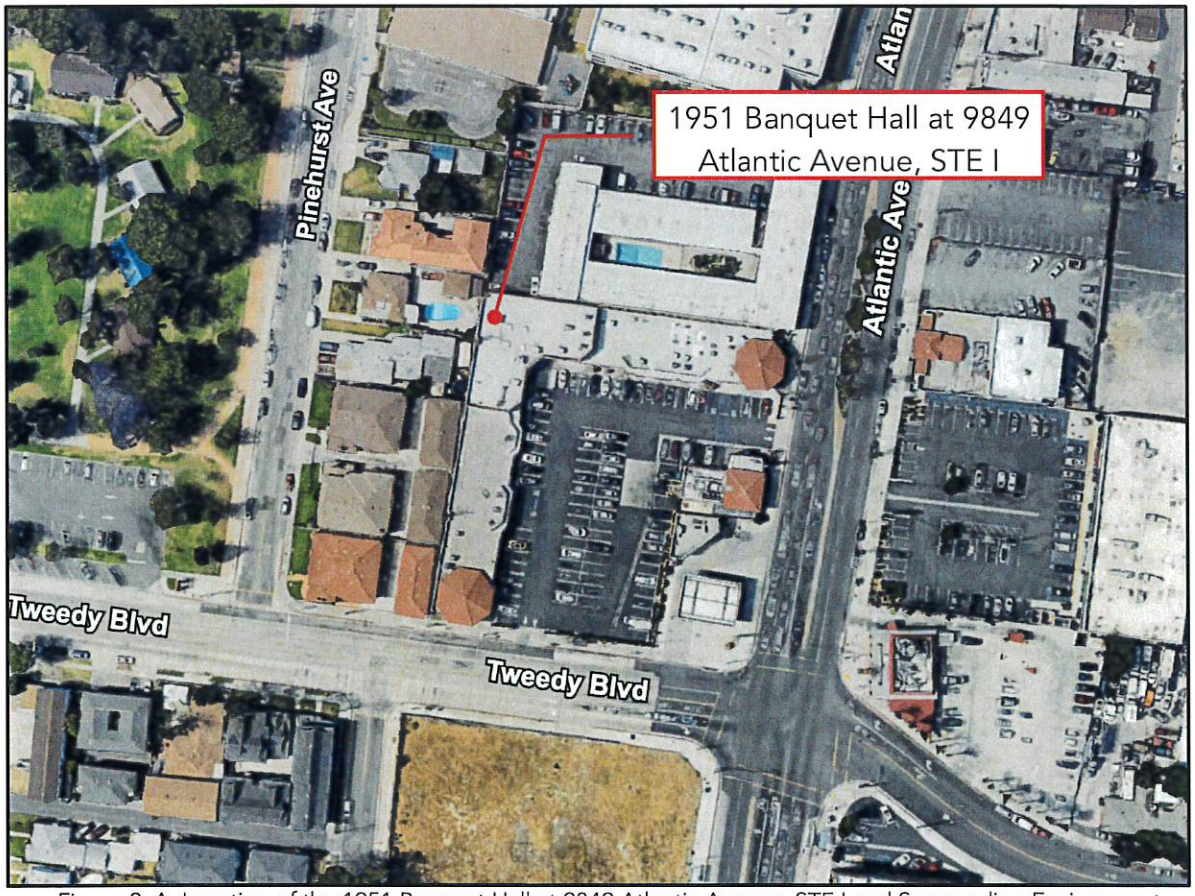


Figure 2–A Location of the 1951 Banquet Hall at 9849 Atlantic Avenue, STE I and Surrounding Environment

3. Noise Fundamentals

Noise is defined as unwanted sound. Noise can be generated by man-made sources, for example traffic and construction, or natural sources such as thunder and wildlife calls. Excessive noise has the potential to cause negative effects on humans including speech interference, hearing damage, emotional and behavioral stress, sleep deprivation as well as increased blood pressure and heart rate. As well as humans, excess noise can negatively affect animals by potentially leading to habitat relocation or loss of habitat, behavioral stress, communication interference, hearing loss and lower reproduction rates. The following subsections present the fundamental concepts used commonly in noise analyses.

3.1 Sound Pressure Levels and the Decibel Scale

Sound is generated by pressure waves in air that are perceived by the human ear as our sense of hearing. Changes in air pressure can be used to measure sound, however these air pressure changes can vary, most commonly, in orders of magnitude from 20 micropascals (μPa) to 200 pascals (Pa). As a more convenient method to measure sound pressure levels and reduce the need to analyze values in several orders of magnitude, these numbers are converted to a logarithmic scale known as the Decibel Scale (dB). Examples of common sound levels are shown in Figure 3-A.

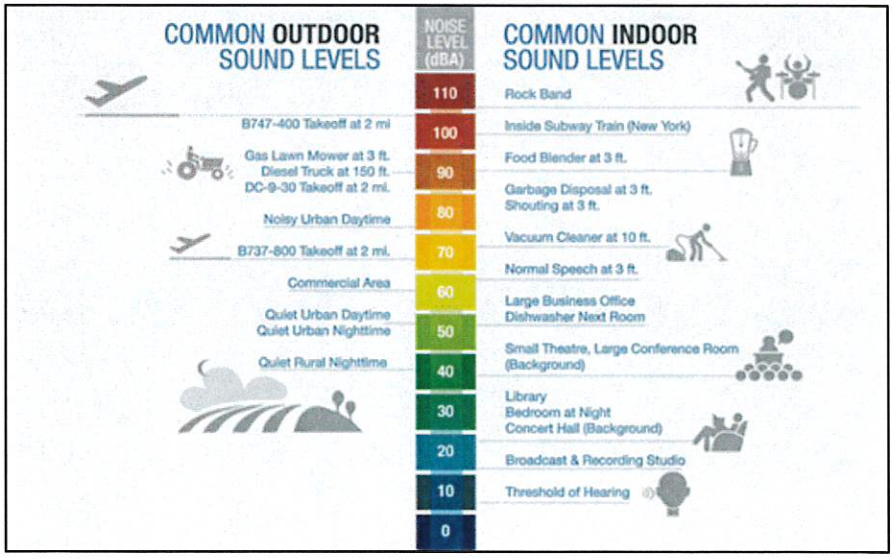


Figure 3–A Common Outdoor and Indoor Sound Pressure Levels

3.2 Frequency and the A-weighting Scale

The character of sound can often be described as low pitch such as a hum, high pitch such as a shriek or a mixture of low and high sounds. Scientifically, this perception can be described in terms of frequency. Frequency is measured in Hertz (Hz) and is defined as the number of wave cycles per second. A healthy, young human ear is capable of hearing frequencies between 20 Hertz to 20,000 Hertz. Low frequency sounds such as naturally occurring ocean waves or the sound output of subwoofers, propagate more efficiently though air than higher frequency sounds. This is why at distance, these sources of sound can be heard as a low rumble but up close, higher frequencies are audible.

As the human ear is not equally sensitive to sound levels within the audible frequency spectrum (20-20kHertz), the A-weighting scale is often applied to measured sound levels. The A-weighting scale was developed to approximate the frequency sensitivity of the human ear. At frequencies up to approximately 1,000 Hertz, the A-weighting scale reduces the sound levels in comparison to the unweighted equivalent. At frequencies between approximately 1,000 Hertz and 5,000 Hertz, where the human ear is more sensitive, the A-weighting scale increases the otherwise unweighted sound levels. At frequencies below 1,000 Hertz, where the human ear is less sensitive, the A-weighting scale decreases the otherwise unweighted sound levels. When the A-weighting scale has been applied to a decibel level, the unit of measurement is often shown as dBA or dB(A). The graph in Figure 3–B shows the constants that can be applied to the unweighted scale to calculate a sound level in the A-weighting scale.

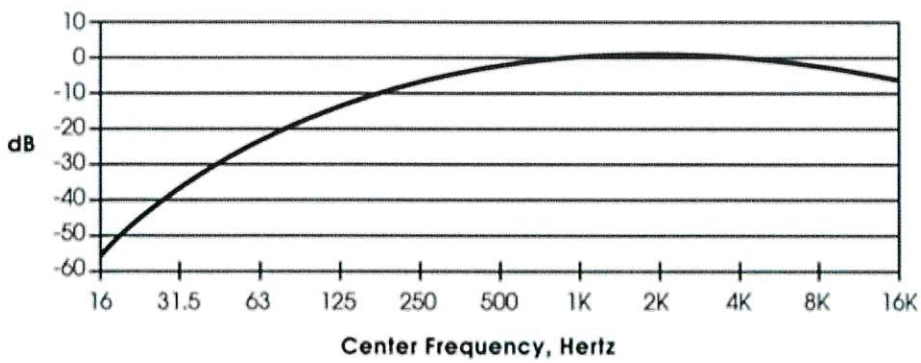


Figure 3–B The A-weighting Scale

3.3 Environmental Noise and Relative Loudness

Relative loudness or perceived loudness refers to how loud a sound appears to the human ear. Published data exist describing how humans will respond to changes in loudness. Table 3-A shows to typical responses to changes in relative loudness.

Table 3-A Sound Level Change and Perceived Loudness

Perception of Loudness	Change in Sound Level
Imperceptible Change	1 dB(A)
Barely Perceptible Change	3 dB(A)
Readily Perceptible Change	5 dB(A)
Twice as Loud	10 dB(A)
Four Times as Loud	20 dB(A)

4. Noise Standards

4.1 City of South Gate Municipal Code

The following section presents the regulatory noise standards applicable to the 1951 Banquet Hall at 9849 Atlantic Avenue, STE I. This study provides an assessment of the noise impact in terms of the City of South Gate Municipal Code. The City of South Gate Municipal Code Chapter 11.34: Noise Control Program Section 11.34.080 Maximum sound levels by noise zone states:

11.34.080 Maximum sound levels by noise zone.

A. Noise Zone Standards. Table 11.34-1, Noise Zone Standards, establishes noise-level standards and temporary maximum standards applicable to land use categories by noise zone. No person shall make, cause, or allow noise that exceeds the standards of Table 11.34-1, inclusive of ambient noise. These standards are inclusive of all noise sources, including ambient noise, animals, equipment, firearms, people gatherings or parties, tools, vehicles, or other noise source resulting in temporary or sustained noise levels in excess of the standards of Table 11.34-1 and Table 11.34-2, Permitted Temporary Noise Level Increase.

Noise Zone	Land Use Category	Noise Standards	
		Standard	Time Period
I	Noise-Sensitive Area	45 dBA	Anytime
II	Residential Properties (in any zone)	50 dBA	7 a.m. to 10 p.m.
		40 dBA	10 p.m. to 7 a.m.
III	Commercial Properties	55 dBA	Anytime
IV	Industrial Properties	65 dBA	Anytime

The City of South Gate zoning map indicates that the 9849 Atlantic Avenue, STE I development has been assigned a zoning designation of Tweedy Boulevard Specific Plan Area by the City of South Gate. The 1951 Banquet Hall operations will be occurring Monday through Sunday 5:00 p.m. to 12:00 a.m.

Per City of South Gate Municipal Code, the 1951 Banquet Hall operations will be limited to the nighttime noise level limit of 40 dBA at the adjacent residential property lines. The City of South Gate County Zoning Map can be seen in Figure 4–A.

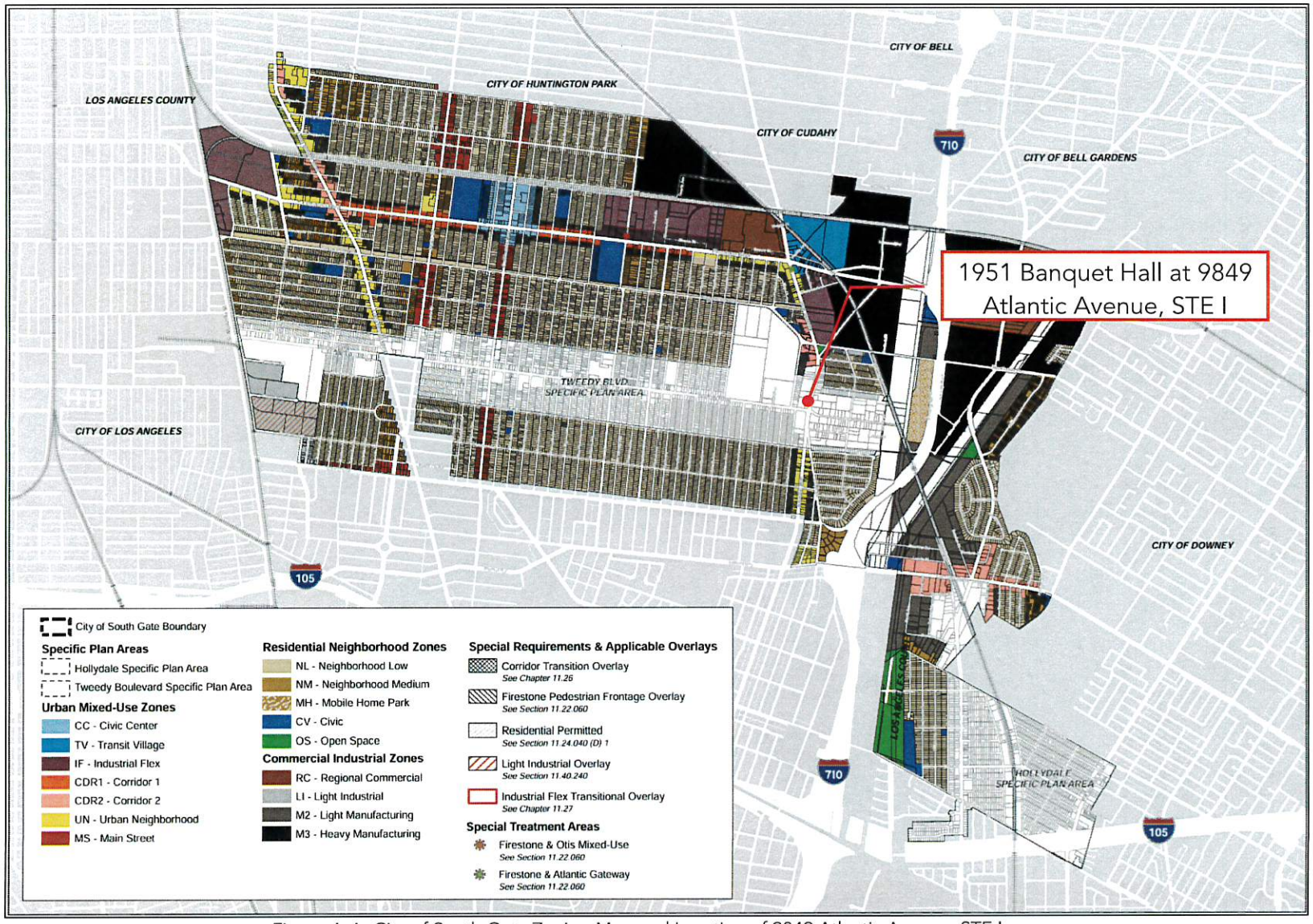


Figure 4–A City of South Gate Zoning Map and Location of 9849 Atlantic Avenue, STE I

5. 9849 Atlantic Ave, STE I 1951 Banquet Hall Sound Transmission Class (STC)

The sound transmission loss data for the 9849 Atlantic Avenue, STE I building components were estimated based on the construction assembly in the building plans provided by The Pan Eatery. The construction assembly and the minimum Sound Transmission Class (STC) of the building components used in the noise model can be seen in Table 5-A. The Transmission loss calculation software Insul version 8.0 was used to calculate the data shown in Table 5-B.

Table 5-A 9849 Atlantic Avenue, STE I – Assembly and Sound Transmission Class (STC)

Component	Assembly Description	Sound Transmission Class (STC)
Exterior Wall Masonry	3-1/2-inch-thick masonry	42
Interior Wall	5/8-inch Type X gypsum board, 20 GA studs 2 x 6 inch steel stud 16 inch O.C, 5/8 inch Type X gypsum board	40
Ceiling/Roof of Building	Roofing, 1/2-inch plywood CDX, suspended light steel grid with acoustical ceiling tiles (ACT)	50
Glass Windows & Doors	1/4-inch thick	31
Interior Door	1-3/4-inch solid core wood	32

Table 5-B 9849 Atlantic Avenue, STE I Component Transmission Loss (dB)

Component	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz
Exterior Wall Masonry	34	38	36	37	44	52	58
Interior Wall	7	23	37	43	49	47	45
Ceiling/Roof of Building	33	33	44	50	54	51	58
Glass Windows & Doors	16	20	24	29	33	28	40
Interior Door	20	24	23	25	34	43	52

6. 9849 Atlantic Ave, STE I 1951 Banquet Hall Noise Modeling

6.1 Noise Modeling Methodology

The noise modeling was completed using three-dimensional computer noise modeling software SoundPLAN version 8.2. The calculation method used was international standard ISO 9613-2 Attenuation of Sound During Propagation Outdoors. Using this standard, sound pressure levels are calculated based on distance, frequency spectra, topography, air absorption, reflectivity of the ground and shielding by buildings or barriers. The predicted noise levels represent only the contribution of the 1951 Banquet Hall event venue operations and do not include ambient noise or noise from other operations. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other operations, human activity, or environmental factors.

The noise model was constructed to predict noise levels in the surrounding environment due to the banquet hall operations. The noise modeling is based on the loudest operating conditions, it was assumed conservatively, that all speakers were operating simultaneously. Sound level data utilized in the noise model is based on measured data of a similar entertainment venue.

The quantity, locations, and orientation of the speaker equipment is based on the building plans and descriptions provided given by The Pan Eatery. Two speakers were placed 4 feet off the floor in the venue stage area with the speakers facing south. All doors of the venue were modeled closed with no openings or gaps. The quantity, sound pressure level, and sound power level of the speaker equipment used in the noise modeling can be seen in Table 6-A.

Table 6-A Major Noise Emitting Speaker Equipment, Sound Pressure Level, and Sound Power Levels (dBA)

Equipment	Quantity	Individual Component Sound Pressure Level at 5 feet (dBA)	Sound Power Level (dBA)
Banquet Hall Speakers	2	78	85

Using this data, a noise model was created to predict the constant, steady-state noise levels in the surrounding environment. The location of speakers can be seen in Figure 6–A. The predictive modeling results are dependent on the 1951 Banquet Hall speaker quantity, layout, and orientation.

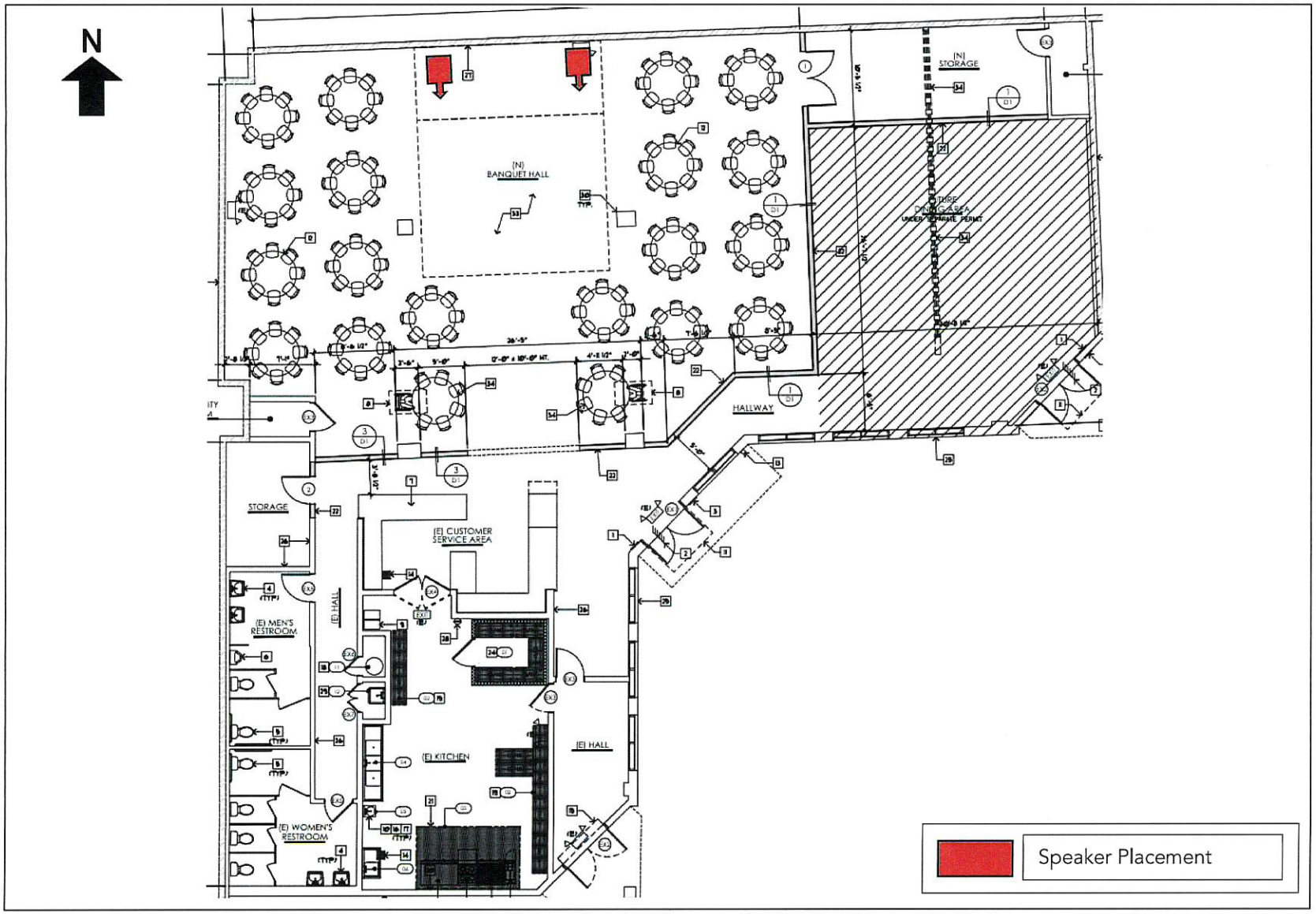


Figure 6–A 1951 Banquet Hall Speaker Placements

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6.2 Noise Sensitive Receptors

Per the City of South Gate Municipal Code, the noise sensitive receptors should be placed at the residential property lines adjacent to the 9849 Atlantic Ave, STE I development. The modeled locations of the receptors and 1951 Banquet Hall can be seen in Figure 6–B. The 9849 Atlantic Ave, STE I building is adjacent to residential property lines on the west and north side. Therefore, the receptors were placed 5 feet from the exterior of the 9849 Atlantic Ave, STE I building.

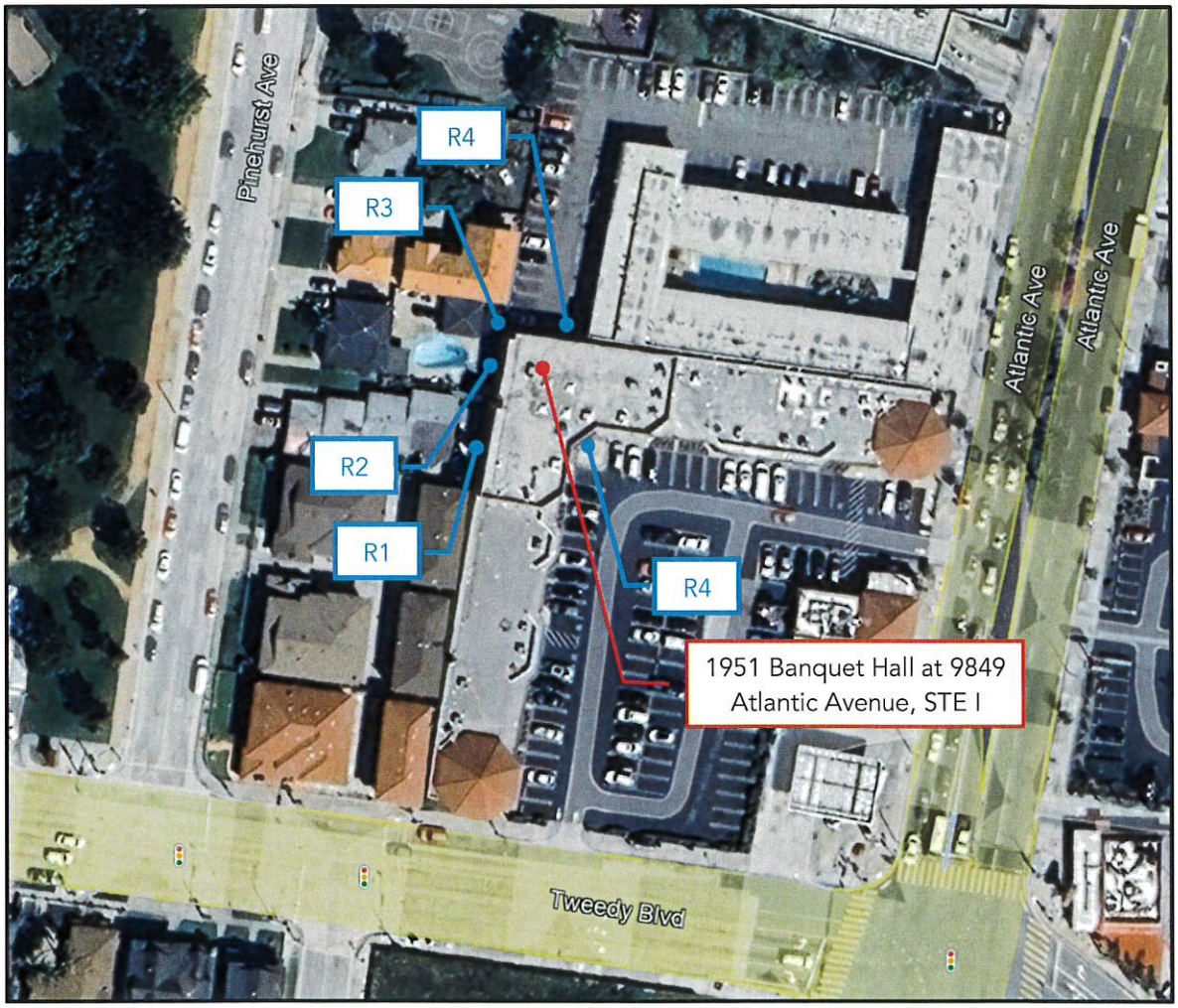


Figure 6–B Noise Sensitive Receptor Locations

6.3 Noise Modeling Results

The results of the 9849 Atlantic Ave, STE I 1951 Banquet Hall noise modeling are presented in Table 6-B. The locations in the table correspond to the locations identified in Figure 6–B. The predicted noise levels represent only the contribution of the event venue operations and do not include ambient noise or noise from other operations. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other operations, human activity, or environmental factors. The A-weighting is applied to instrument-measured sound levels to account for the relative loudness perceived by the human ear at varying frequencies and is widely utilized for environmental noise measurements.

Table 6-B 9849 Atlantic Ave, STE I 1951 Banquet Hall Noise Modeling Results (dBA)

Location	Land Use Category	Sound Pressure Level	City oof South Gate Nighttime Noise Level Limit
Receptor 1	Residential	33	40
Receptor 2	Residential	35	40
Receptor 3	Residential	38	40
Receptor 4	Residential	39	40
Receptor 5	Commercial	44	55

The results of the noise modeling indicate that the 9849 Atlantic Ave, STE I 1951 Banquet Hall operational sound pressure levels are predicted to be between 33 dBA and 44 dBA. Therefore, the 1951 Banquet Hall operations are predicted to comply with the City of South Gate applicable nighttime noise level limit of 40 dBA. The results of the 9849 Atlantic Ave, STE I 1951 Banquet Hall noise modeling are also presented as a noise contour map in Figure 6–C. The noise contours are provided in 1 dB increments with the color scale indicating the sound level of each contour and represent only the contribution of the banquet hall operations.

Furthermore, to avoid noise complaints, a hardware or software volume limiter may be installed to ensure that the code is met during hours of operations, and to be mindful of neighboring residences. The sound pressure level at 5 feet from the speakers should be limited to 78 dBA during nighttime hours of operation to ensure compliance with the code.

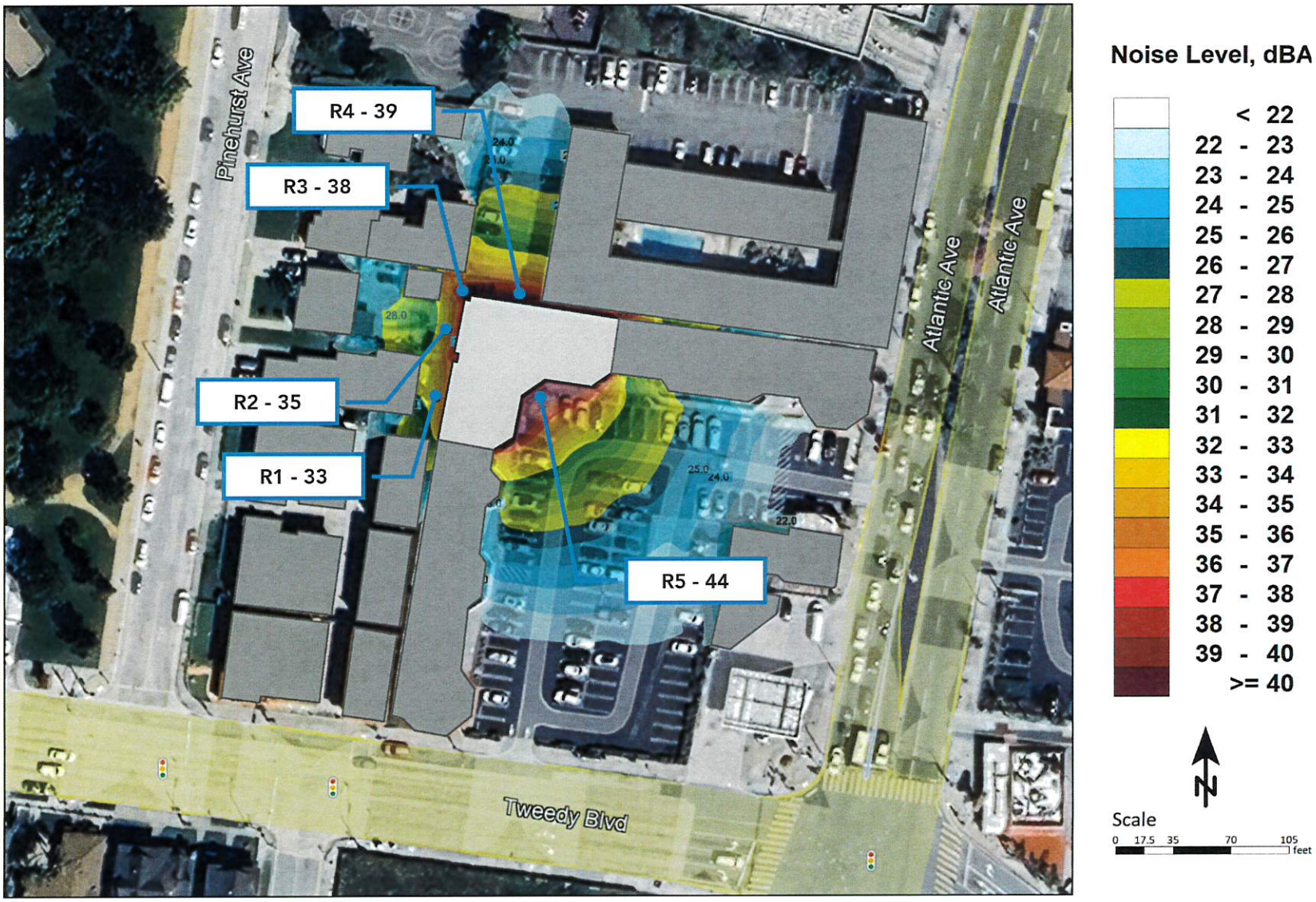


Figure 6–C 9849 Atlantic Ave, STE I 1951 Banquet Hall Noise Contour Map (dBA)

7. Conclusion

A predictive noise model representing the planned operations for the 9849 Atlantic Ave, STE I 1951 Banquet Hall was developed and assessed against the permissible sound levels described in the City of South Gate Municipal Code noise standards. The results of the noise modeling are presented in Table 7-A.

Table 7-A 9849 Atlantic Ave, STE I 1951 Banquet Hall Noise Modeling Results (dBA)

Location	Land Use Category	Sound Pressure Level	City oof South Gate Nighttime Noise Level Limit
Receptor 1	Residential	33	40
Receptor 2	Residential	35	40
Receptor 3	Residential	38	40
Receptor 4	Residential	39	40
Receptor 5	Commercial	44	55

The results of the noise modeling indicate that the 9849 Atlantic Ave, STE I 1951 Banquet Hall operational sound pressure levels were predicted to be between 33 dBA and 44 dBA. Therefore, the 9849 Atlantic Ave, STE I 1951 Banquet Hall operations were predicted to comply with the City of South Gate applicable nighttime noise level limits.

Furthermore, to avoid noise complaints, a hardware or software volume limiter may be installed to ensure that the code is met during hours of operations, and to be mindful of neighboring residences. The sound pressure level at 5 feet from the speakers should be limited to 78 dBA during nighttime hours of operation to ensure compliance with the code.

Office of the
South Gate City Clerk

JUL 03 2024
FILED
9:30am

Item No. 2

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** FOR ROB HOUSTON *Rob Houston*

SUBJECT: RESOLUTION DECLARING A CONTINUED EMERGENCY AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD, CITY PROJECT NO. 539-PRK WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE

PURPOSE: To declare an emergency still exists and to authorize the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project without public bidding. The Los Angeles County Department of Public Health, Solid Waste Division ("County") issued a Corrective Action Order requiring construction to stop on the project. The declaration of emergency is necessary to streamline the process to procure a replacement contractor to provide maintenance activities to preserve the site in a safe condition until the County authorizes construction work on the project to resume.

RECOMMENDED ACTIONS: The City Council will consider making a finding and adopting a Resolution declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code.

FISCAL IMPACT: There is no impact to the General Fund. The Urban Orchard Project ("Project") has received a total of $30.5 million in grant and other funds for design, construction, operations, and maintenance, as summarized below.

ANALYSIS:
The Project was under construction and approximately 90% of construction work has been completed. On December 29, 2022, the City received a Corrective Action Order ("Order") from the County. The Order required the City to stop all construction activities until such a time as a Post Closure Land Use Plan ("PCLUP") for the Project site was approved by the County. Given the PCLUP approval process and input received to date, it will take at least several months, possibly six or more, to obtain approval.

To avoid the significant delay damages that would be payable by the City to the general contractor during a prolonged suspension of the project pending approval of the PCLUP, the City Council terminated the general contractor's agreement at a Special City Council meeting on February 6, 2023. Such termination provided both immediate and long-term cost savings to the City but also created an immediate need for the City to retain an interim contractor to perform certain ongoing maintenance and safety activities; a need which must be met sooner than the time necessary to engage in normal public bidding procedures.

The proposed Resolution declares a continued emergency exists pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050. Those Code Sections allow cities, by resolution, to approve the City's entry into contracts without engaging in public bidding where certain emergency conditions are found to have occurred. Staff continues to believe that the County's Order directing all construction work to be ceased on the Project, constitutes such an emergency due to the public's safety with an unfinished construction site and the need to respond accordingly to additional directives given by the County related to ensuring public safety. Staff are recommending that the City Council adopt the proposed Resolution so that the City can avail itself of the accelerated contracting procedures authorized by those Code Sections. The Resolution, (1) declares an emergency, (2) authorizes the City Manager to take such actions deemed necessary to cause the maintenance activities to be performed and to procure the necessary equipment, services, and supplies all without giving notice for bids for contracts, (3) requires that at each regularly scheduled City Council Meeting, the City Manager present to the Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids, why that action is necessary to respond to the emergency, and that the City Council review the emergency action to determine, by a four-fifth's vote, that there is a need to continue the emergency action until the emergency action is terminated.

The City is working diligently to secure the PCLUP approval. Since the original Resolution declaring an emergency was approved by the City Council on February 6, 2023, the following contracts, expenditures, and milestones have been undertaken:

1. NR Development Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities, with the exception of those required in the settlement agreement.

2. Approved a funding increase for TPL in the amount of $50,000. On January 24, 2023, the City Council approved a $250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL; however, Amendment No. 6 had a budget requirement of $300,000. A budget increase of $50,000 was administratively approved to align the amount of the budget authority with the $300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.

3. The LEA has approved the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. The WICM safety measures were completed May of 2023.

4. The City coordinated with the Trust for Public Land ("TPL") to procure a replacement contractor: LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of $2,919,248 was executed administratively under the authority granted by the subject resolution (Contract No. 2023-93-CC). Work was completed as of April 2024, including the following: backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, electrical on site lighting.

5. Methane gas monitoring was completed in December 2023 and low traces of methane were detected at one probe; however, the amount is below regulatory requirements.

6. The LEA approved the Report of Finding of the Phase II Work Plan, with contingencies. The preparation of the Post Closure Land Use Plan (PCLUP) has been completed and submitted to the County.

7. A contract was awarded to Executive Management Security Inc., in the amount of $214,995 to continue the security services on the Urban Orchard Project until June 30, 2024.

8. NR Development, Inc. completed importing 9,300 cubic yards of clean soil and storing it on the UWS property.

9. A contract with W.A. Rasic in the amount of $141,985 for soil maintenance and management is in the process of being administratively approved, which was needed to oversee the import of 9,300 cubic yards of soil.

10. Amendment No. 7 to Contract No. 3352 with the Trust for Public Land was approved administratively in the amount of $522,072. The scope of service includes, (a) Program Management, (b) design services to revise the design plans to rebid construction, (c) construction support, (d) additional methane monitoring required by Los Angeles County Department of Public Health Solid Waste Division, (e) preparing the Post Closure Land Use Plan required by Los Angeles County Department of Public Health Solid Waste Division, and (f) extending the contract term to December 31, 2024.

11. The revised design and construction plans have been submitted to the Department of Public Works for review.

BACKGROUND: The Project is a part of the FY 2022/23 Capital Improvement Program. The Project is located between the Los Angeles River, Firestone Boulevard, the Thunderbird Villa Mobile Home Park, and the I-710 Freeway. The two primary purposes of the Project are to divert

and treat storm water run-off from the Los Angeles River and to install a new park to provide riverfront recreational opportunities.

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle's Solid Waste Information System ("SWIS") as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential development project. The requirements of the PCLUP came into effect in 1988. As such, the project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

The Los Angeles County Department of Public Health, Solid Waste Management Program, acts as the LEA for the State of California's Department of Resources Recycling and Recovery ("CalRecycle"). The County is authorized by Division 30 of the Public Resources Code ("PRC"), Section 43209 and 45000, Title 14 and 27 of the California Code of Regulations (14 CCR & 27 CCR), to enforce applicable solid waste regulations and to ensure solid waste sites meet the state minimum standards within the County of Los Angeles. As such, the City is working with the LEA to obtain approval of the PCLUP.

Construction is currently at the 90% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting. Construction of the project will resume after the County approves the CPLUP.
The Project has received the listed grants.

Grants	Amount	Grant Recipient
State Water Resource Control Board (Prop 1)	$7,975,100	City
Land and Water Conservation Fund (LWCF)	$3,000,000	
Los Angeles County Flood Control District	$530,000	
Safe Clean Water- Municipal Funds	$1,435,401	
Safe Clean Water- Regional Funds	$5,438,000	
State Parks- Prop. 68 Grant	$1,919,847	
Conservation Corp of Long Beach	$713,015	
Caltrans	$5,000,000	
Rivers and Mountains Conservancy Funds	$4,404,798	TPL
Private Donations	$90,000	
Total	**$30,506,161**	

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DECLARING AN EMERGENCY STILL EXISTS AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD PROJECT WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE

WHEREAS, at the Special City Council meeting on February 6, 2023, the City Council for the City of South Gate ("City") considered and passed a Resolution declaring an emergency and authorized the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project ("Project") pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code;

WHEREAS, construction activities at the Project site began on August 2, 2021, and have reached the eighty percent completion stage, but the Project will require several more months of work before it is complete;

WHEREAS, the City has received notice from the Los Angeles County Department of Public Health, Solid Waste Management Program ("County"), demanding that the City immediately cease all construction work on the Project until such time that a Post Closure Land Use Plan ("PCLUP") is submitted to the County for approval before any change to the current land use, construction, or land preparation can occur to comply with the requirements of the California Code of Regulations, Title 27 (27 CCR), Section 21190 (the "Cease and Desist and Corrective Action Order");

WHEREAS, the City has terminated its construction agreement with the contractor;

WHEREAS, although no construction activities will occur at the Project site until the County issues its PCLUP, it will be necessary in the interim for certain minimal maintenance activities to be performed at the site for the protection of the existing improvements and/or for public safety (collectively, the "Maintenance Activities") as well as complete the improvements approved by the County under the Workplan for interim measures;

WHEREAS, at a special meeting of the South Gate City Council ("Council") held on Monday, February 6, 2023, the Council received information provided by the City's Public Works Department establishing that the City does not have sufficient manpower to perform the Maintenance Activities with its own forces, and that the immediate need for the performance of the Maintenance Activities does not permit a delay that would result from a competitive solicitation for bids; and

WHEREAS, the City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved and its construction is substantially complete; a Summary of Site Investigation has been completed; the final report has been submitted to the County and comments have been received; and construction plans to procure a new construction contract are being prepared.

NOW, THEREFORE, BASED ON THE FACTS SET FORTH ABOVE, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, HEREBY MAKES THE FOLLOWING FINDINGS:

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and

2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and

3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and

4. The City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council does hereby declare that the above recitals and findings are true and correct and incorporated herein by reference.

SECTION 2: Pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050, the Council hereby authorizes and directs the City's City Manager and his designees to take such actions as the City Manager deems necessary to cause the Maintenance Activities to be performed, and to procure the necessary equipment, services, and supplies therefore, all without giving notice for bids to let contracts, and without regard to the dollar amounts of the contracts for such activities, equipment, services and supplies.

SECTION 3: At each regularly scheduled meeting of the Council after the date of the original Resolution, dated February 6, 2023, until further notice from the Council, the City Manager has and shall continue to present to the Council the reasons justifying the emergency, that the emergency declaration will reduce delays and associated costs that would otherwise result from the competitive solicitation for bids and why that action is necessary to respond to the emergency.

SECTION 4. At each such regularly scheduled meeting until the emergency action is terminated, the Council shall review the emergency action to determine, by a four-fifth's vote, that there is a

need to continue the emergency action.

SECTION 5. The Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the construction activities may be completed by giving notice for bids to let contracts.

SECTION 6. In accordance with the provisions of California Public Contract Code § 22050, this Resolution shall only be effective if passed by a four-fifths vote of the Council.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and **ADOPTED** this **9th day** of **July 2024**.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

JUL 03 2024
FILED
9:30am

Item No. 3

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston* FOR ROB HOUSTON

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2022-77-CC WITH Z&K CONSULTANTS, INC., FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT, CITY PROJECT NO. 607-PRK

PURPOSE: To approve Amendment No. 4 to Contract No. 2022-77-CC ("Amendment No. 4") with Z&K Consultants, Inc., ("Z&K") for additional construction management and inspection services through construction completion planned in January 2025.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 4 to Contract No. 2022-77-CC with Z&K Consultants, Inc., ("Agreement") to provide additional construction management and inspection services for the Hollydale Community Park Renovation, City Project No. 607-PRK, at a not to exceed cost of $180,570;
b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney; and
c. Authorizing the City Manager to approve and execute subsequent amendments for a cumulative amount of $100,000, to streamline approval of additional services should they be needed.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 4 to the Agreement is in the amount of $180,570 and it will be funded with Rendon Regional Funds budgeted in the Fiscal Year 2022/23 Capital Improvement Program, as summarized below:

	Prop A	Rendon Regional	Total Budget
Construction Management	$35,049	$403,790	**$438,839**
Amendment No. 1	$70,000	$4,064	**$74,064**
Amendment No. 2		$74,816	**$74,816**
Amendment No. 3		$43,414	**$43,414**
Amendment No. 4		$180,570	**$180,570**
Total Contract Amount	**$105,049**	**$706,654**	**$811,703**

ANALYSIS: The City entered into Contract No. 2022-77-CC, with NR Development for the

construction of the Hollydale Community Park Renovation Project. On April 9, 2024, the City Council declared NR Development to be in default of the contract and terminated it. Accordingly, the Department of Public Works filed a claim with Great American Insurance Co., the company that issued the performance bond provided by NR Development (Surety). On June 5, 2024, the surety company provided the City with a plan to resume construction with a completion schedule of four months. Construction management and inspection services will be needed through construction completion. This is beyond the services provided for in Contract No. 2022-77-CC.

Amendment No. 4 to the Agreement in the amount of $180,570 provides services through construction completion, anticipated in January 2025. Services include construction administration, construction management, inspections, labor compliance, materials testing, utility coordination and Project closeout.

Several amendments have been processed with Z&K for additional services for a total of $192,294. Amendment No. 4 has an additional cost of $180,570 which is the result of NR Development's inability to complete construction. Cost recovery for these additional services is ongoing. To date, the Department of Public Works has assessed $118,000 in liquidated damages against the contract. Staff is now in contact with the surety company to request funding to maximize reimbursement of additional costs.

BACKGROUND: The Project is budgeted in the Fiscal Year 2023/24 Capital Improvement Program to renovate Hollydale Community Park. The improvements include a 1,700 square-foot building, storm water chambers, playground, synthetic turf, sand and water play area, basketball court shade structures, a new irrigation system, decomposed granite, park bench and picnic tables, permeable pavers, concrete flat work, and other miscellaneous park amenities. Construction of the Project began on November 2, 2022, and is planned for completion in January 2025.

On September 13, 2022, the City Council approved the Agreement with Z&K in the amount of $438,839 for construction management services. The contract was amended several times to provide additional services through construction completion. Amendment No. 1 in the amount of $74,064 was exhausted on October 31, 2023; Amendment No. 2 in the amount of $74,816 was exhausted on December 31, 2023; and Amendment No. 3 in the amount of $43,414 was exhausted in June 2024. Amendment No. 4 provides funding for additional services through construction completion.

The construction schedule is still uncertain; however, construction will likely begin the last quarter of this fiscal year and be completed in three to four months.

ATTACHMENTS:
A. Proposed Amendment No. 4 (including Exhibit A)
B. Amendment Nos. 1, 2 and 3
C. Contract No. 2022-77-CC

ES:lc

AMENDMENT NO. 4 TO CONTRACT NO. 2022-77-CC FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT, CITY PROJECT NO. 607-PRK BETWEEN THE CITY OF SOUTH GATE AND Z&K CONSULTANTS, INC.

This Amendment No. 4 to Contract No. 2022-77-CC ("Amendment No. 4") for additional Construction Management and Inspection Services for the Hollydale Community Park Renovation Project ("Agreement"), is made and entered into on **July 9, 2024**, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Z&K"), a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 13, 2022, the City Council approved the Agreement for a one year and three-month term through and including December 31, 2023, in the amount of Four Hundred Thirty-Eight Thousand Eight Hundred Thirty-Nine Dollars ($438,839);

WHEREAS, on August 8, 2023, the City Council approved Amendment No. 1 with Contractor to provide additional construction management and inspection services, in an amount not to exceed Seventy-Four Thousand Sixty-Four Dollars and Twenty-Five Cents ($74,064.25);

WHEREAS, on November 28, 2023, the City Council approved Amendment No. 2 with Contractor to provide additional construction management and inspection services, in an amount not to exceed Seventy-Four Thousand Eight Hundred Sixteen Dollars ($74,816.00);

WHEREAS, on January 23, 2024, the City Council approved Amendment No. 3 with Contractor to provide additional funds needed to provide construction management and inspection services, in an amount not to exceed Forty-Three Thousand Four Hundred Fourteen Dollars ($43,414);

WHEREAS, the City and Contractor desire to execute Amendment No. 4 for additional compensation in an amount not to exceed One Hundred Eighty Thousand Five Hundred Seventy Dollars ($180,570), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to a total sum of **Eight Hundred Eleven Thousand Seven Hundred Three Dollars ($811,703).**

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 SCOPE OF WORK. City hereby engages Consultant, and Consultant accepts such

engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and make part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 **COMPENSATION.** The additional compensation in Amendment No. 4 to be paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **One Hundred Eighty Thousand Five Hundred Seventy Dollars ($180,570),** which is necessary to continue construction management and inspections services through construction completion planned for November/December 2024.

1.3 **TERM.**
This Agreement is effective as of July 9, 2024, and will remain in effect until June 30, 2025, or until project completion to provide time for project closeout by the City, or unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

Z&K CONSULTANTS, INC.

By: _____
Crystal Fraire, President

Dated: _____

Z&K CONSULTANTS
BUILDING SOLUTIONS

Via e-mail

June 6, 2024

Elias Saikaly, PE, Project Manager
City of South Gate
8650 California Avenue, South Gate, CA 90280

Subject: Z&K Consultants, Inc. Cost Proposal for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK

Dear Mr. Saikaly,

The City of South Gate has requested for Z&K Consultants, Inc. to provide a cost proposal for Construction Mangaement and Inspection services for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK. This cost proposal is to continue services for a period of four (4) months, starting in August 2024. Z&K Consultants' cost proposal is in the amount of $180,570.00.

Below is a summary of our current contract:

Z&K Consultants, Inc. Contract		
Description	**Amount**	**Total**
Original Contract	$438,839.00	$438,839.00
Amendment No. 1	$74,064.00	$512,903.00
Amendment No. 2	$74,816.00	$587,719.00
Amendment No. 3	$43,414.00	$631,133.00
Total	**$631,133.00**	

Below is a summary to provide Construction Management and Inspection Services for the construction of the City of South Gate Hollydale Community Park Improvement Project.

Cost Proposal Request (4 Months Duration, 85 Working Days)					
	Construction Manager (Hrs)	**Senior Construction Inspector (Hrs)**	**Project Manager/ Office Engineer (Hrs)**	**Labor Compliance (Hrs)**	**Total**
Hourly Rate	$157.00	$140.00	$130.00	$130.00	-
Pre-Construction Services[1]	80	40	40	0	$23,360.00
Construction Phase[2]	170	680	170	36	$148,670.00
Project Close-Out	20	20	20	0	$8,540.00
Total Hours	**270**	**740**	**230**	**36**	**-**
Total Cost	**$42,390.00**	**$103,600.00**	**$29,900.00**	**$4,680.00**	**$180,570.00**

1. Pre-Construction Phase: Z&K will accrue cost to review Work Plan and other services from the Surety. These services are assumed to be for the months of June, July and August using mostly CM services only with partial use of the inspector (to obtain information to surety).

949-637-5040 info@zandkconsultants.com www.zandkconsultants.com

2. Construction Phase: Z&K will provide standard services from August through November 2024. This cost includes 2 hours a day for the Construction Manager (increasing hours as needed) and full-time (8 hours a day) for the construction Inspector.

The cost proposal assumes a full-time inspector, a Construction Manager for 2 hours a day, PM/Office Engineer for 2 hours a day, and 2 hours a week for labor compliance. These hours will be adjusted as-needed by the project activities and completion.

Please feel free to reach out if you have any questions or need additional information. We look forward to the successful completion of the City's project.

Sincerely,

Crystal Fraire

Crystal Fraire, PE
President | Z&K Consultants, Inc.
cfraire@zandkconsultants.com | (951) 310-7470

AMENDMENT NO. 3 TO CONTRACT NO 2022-77-CC FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT, CITY PROJECT NO. 607-PRK BETWEEN THE CITY OF SOUTH GATE AND Z&K CONSULTANTS, INC.

This Amendment No. 3 to Contract No. 2022-77-CC for additional Construction Management and Inspection Services for the Hollydale Community Park Renovation Project, City Project No. 607-PRK ("Amendment No. 3"), is made and entered into on January 23, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Z&K"), a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 13, 2022, the City Council approved Contract No. 2022-77-CC with Contractor ("Agreement") for Construction Management and Inspection Services for a one year and three-month term through and including December 31, 2023, in the amount of Four Hundred Thirty-Eight Thousand Eight Hundred Thirty-Nine Dollars ($438,839);

WHEREAS, on August 8, 2023, the City Council approved Amendment No. 1 with Contractor ("Amendment No. 1"), to provide additional funds needed to provide construction management and inspection services through a construction completion schedule of September 30, 2023, in an amount not to exceed Seventy-Four Thousand Sixty-Four Dollars ($74,064);

WHEREAS, on November 28, 2023, the City Council approved Amendment No. 2 with Contractor ("Amendment No. 2"), to provide additional funds needed to provide construction management and inspection services through a construction completion schedule of December 30, 2023, in an amount not to exceed Seventy-Four Thousand Eight Hundred Sixteen Dollars ($74,816); and

WHEREAS, the City and Contractor desire to execute Amendment No. 3 for additional compensation in an amount not to exceed **Forty-Three Thousand Four Hundred Fourteen Dollars ($43,414),** for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to Six Hundred Thirty-One Thousand One Hundred Thirty-Three Dollars ($631,133).

NOW, THEREFOR, the parties hereby agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 SCOPE OF WORK. City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as

described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 **COMPENSATION.** The additional compensation in Amendment No. 3 to be paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Forty-Three Thousand Four Hundred Fourteen Dollars ($43,414)**, which is necessary to continue construction management and inspections services through construction completion planned for December 2023.

1.3 **TERM OF AGREEMENT.** This Agreement is effective as of January 23, 2024, and will remain in effect until March 31, 2024, or until project completion, to provide time for project closeout by the City, or unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENTS.**
Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: 1/31/24

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Z&K CONSULTANTS, INC.

By: _____
Crystal Fraire, President

Dated: 1/25/24

EXHIBIT A

Z&K CONSULTANTS
BUILDING SOLUTIONS

Via e-mail

December 20, 2023

Elias Saikaly, PE, Project Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Z&K Consultants, Inc. Amendment Request for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK

Dear Mr. Saikaly,

Z&K Consultants, Inc. is requesting an amendment for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK in the amount of $43,414.00.

Our original fee proposal in the amount of $438,839.00 was based on 205 working days and the scope of services as outlined in the RFP. The project will extend to the end of January. (63 additional working days). This amendment is for Construction Management and Inspection Services to extend into January.

Contract Amendment Request (1.5 Months Duration, Not-to-Exceed)					
	Resident Engineer (Hrs)	Sr Construction Inspector (Hrs)	PM/Office Engineer (Hrs)	Labor Compliance (Hrs)	Total
Hourly Rate	$157.00	$140.00	$130.00	$130.00	
January	44	176	44	11	$38,698.00
Project Closeout	8	8	16	2	$4,716.00
Total Hours	52	184	60	13	309
Total Cost	$8,164.00	$25,760.00	$7,800.00	$1,690.00	$43,414.00

The above assumes a full-time inspector January 31st, a Resident Engineer for 2 hours a day, PM/Office Engineer for 2 hours a day, and 2 hours a week for labor compliance.

Please feel free to reach out if you have any questions or need additional information. We look forward to the successful completion of the City's project.

Sincerely,

Crystal Fraire

Crystal Fraire, PE
President | Z&K Consultants, Inc.
cfraire@zandkconsultants.com | 951.310-7470

AMENDMENT NO. 2 TO CONTRACT NO 2022-77-CC FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT, CITY PROJECT NO. 607-PRK BETWEEN THE CITY OF SOUTH GATE AND Z&K CONSULTANTS, INC.

This Amendment No. 2 to Contract No. 2022-77-CC for additional Construction Management and Inspection Services for the Hollydale Community Park Renovation Project ("Amendment No. 2"), is made and entered into on **November 28, 2023**, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Z&K"), a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 13, 2022, the City Council approved Contract No. 2022-77-CC with Contractor ("Agreement") for Construction Management and Inspection Services for a one year and three-month term through and including December 31, 2023, in the amount of Four Hundred Thirty-Eight Thousand Eight Hundred Thirty-Nine Dollars ($438,839);

WHEREAS, on August 8, 2023, the City Council approved Amendment No. 1 with Contractor ("Amendment No. 1"), to provide additional funds needed to provide construction management and inspection services through a construction completion schedule of October 26, 2023, in an amount not to exceed Seventy-Four Thousand Sixty-Four Dollars and Twenty-Five Cents ($74,064.25);

WHEREAS, the City and Contractor desire to execute Amendment No. 2 for additional compensation in an amount not to exceed Seventy-Four Thousand Eight Hundred Sixteen Dollars ($74,816), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, and Amendment No. 2 to a total sum of **Five Hundred Eighty-Seven Thousand Seven Hundred Nineteen Dollars ($587,719).**

NOW, THEREFOR, the parties hereby agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 **COMPENSATION.**
   The additional compensation in Amendment No. 2 to be paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Seventy-Four Thousand Eight Hundred Sixteen Dollars ($74,816)**, which is necessary to continue construction management and inspections services through construction completion planned for December 2023.

1.2 **TERM**

This Agreement is effective as of November 28, 2023, and will remain in effect until March 31, 2024, or until project completion to provide time for project closeout by the City, or unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

Dated: 12/05/2023

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Z&K CONSULTANTS, INC.

By: _____
Crystal Fraire, President

Dated: 11/29/23

Z&K CONSULTANTS
BUILDING SOLUTIONS

Via e-mail

November 2, 2023

Elias Saikaly, PE, Project Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Z&K Consultants, Inc. Amendment Request for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK

Dear Mr. Saikaly,

Z&K Consultants, Inc. is requesting an amendment for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK in the amount of $74,816.00.

Our original fee proposal in the amount of $438,839.00 was based on 205 working days and the scope of services as outlined in the RFP. The project will extend to November and December (41 additional working days). This amendment is for Construction Management and Inspection Services to extend into November and December.

Contract Amendment Request (1.5 Months Duration, Not-to-Exceed)					
	Resident Engineer (Hrs)	**Sr Construction Inspector (Hrs)**	**PM/Office Engineer (Hrs)**	**Labor Compliance (Hrs)**	**Total**
Hourly Rate	$157.00	$140.00	$130.00	$130.00	
November	40	160	40	10	$35,180.00
December	40	160	40	10	$35,180.00
Project Closeout	8	8	16	0	$4,456.00
Total Hours	88	328	96	20	532
Total Cost	$13,816.00	$45,920.00	$12,480.00	$2,600.00	$74,816.00

The above assumes a full-time inspector for November and until December 31st, a Resident Engineer for 2 hours a day, PM/Office Engineer for 2 hours a day, and 2 hours a week for labor compliance.

Please feel free to reach out if you have any questions or need additional information. We look forward to the successful completion of the City's project.

Sincerely,

Crystal Fraire

Crystal Fraire, PE
President | Z&K Consultants, Inc.
cfraire@zandkconsultants.com | 951.310-7470

AMENDMENT NO. 1 TO CONTRACT NO 2022-77-CC FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK PROJECT BETWEEN THE CITY OF SOUTH GATE AND Z&K CONSULTANTS, INC.

This Amendment No. 1 to Contract No. 2022-77-CC for additional Construction Management and Inspection Services for the Hollydale Community Park Project ("Amendment No. 1"), is made and entered into on **August 8, 2023**, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Z&K"), a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 13, 2022, the City Council approved Contract No. 2022-77-CC with Contractor ("Agreement") for Construction Management and Inspection Services for a one year and three months term through and including December 31, 2023, in the amount of Four Hundred Thirty Eight Thousand Eight Hundred Thirty Nine Dollars ($438,839);

WHEREAS, the City and Contractor desire to execute Amendment No. 1 for additional compensation in an amount not to exceed Seventy Four Thousand Sixty Four Dollars and Twenty Five Cents ($74,064.25), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1, to a total sum of **Five Hundred Twelve Thousand Nine Hundred Three Dollars and Twenty Five Cents ($512,903.25).**

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **COMPENSATION.**
   The additional compensation in Amendment No. 1 to be paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Seventy Four Thousand Sixty Four Dollars and Twenty Five Cents ($74,064.25).**

2. **EFFECT OF AMENDMENTS.**
   Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by

Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor
Electronic Signature
Dated: 08/21/2023

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Z&K CONSULTANTS, INC.

By: _____
Crystal Fraire, President

Dated: 08/11/2023

Via e-mail

July 7, 2023

Elias Saikaly, PE, Project Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Z&K Consultants, Inc. Budget Increase Request for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK

Dear Mr. Saikaly,

Z&K Consultants, Inc. is requesting a budget increase for the City of South Gate Hollydale Community Park Improvement Project, City Project No. 607-PRK in the amount of $74,064.25.

Our original fee proposal in the amount of $438,839.00 was based on 205 working days and the scope of services as outlined in the RFP. The cost proposal assumed a typical level of effort that was based on our experience with similar projects.

This project required a significant amount of additional effort that could not have been anticipated at the time of the cost proposal, including: labor compliance issues; excessive Request for Information (RFIs), Submittals, and Change Order Requests (CORs); contractor unauthorized weekend work which required inspection; and challenges with the contractor which required additional coordination with the Contractor, City, and Desginer.

Please feel free to reach out if you have any questions or need additional information. We look forward to the successful completion of the City's project.

Sincerely,

Crystal Fraire

Crystal Fraire, PE
President | Z&K Consultants, Inc.
cfraire@zandkconsultants.com | 951.310-7470

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK PROJECT BETWEEN THE CITY OF SOUTH GATE AND Z&K CONSULTANTS, INC.

This Agreement for Professional Services for Construction Management and Inspection Services for the Hollydale Community Park Project ("Agreement") is made and entered into on September 13, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, Inc., ("Z&K") a California Corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services involving inventory and data collection of encroachment facilities in the public right-of-way; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Four Hundred Thirty-Eight Thousand Eight Hundred Thirty-Nine Dollars ($438,839)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of September 13, 2022, and will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Assistant City Manager/Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 **Termination for Cause.**

6.2.1 City may, by written notice to Consultant, terminate the whole or any part of

this Agreement in any of the following circumstances:

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will

take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers, and employees.

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby

understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of 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 City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed

against the drafting party shall not be applicable to this Agreement.

6.11.3. The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants, and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No

express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

WITH COURTESY COPY TO:
City Clerk's Office
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:
Crystal Fraire, PE, President
Z&K Consultants, Inc.
473 E. Carnegie Drive, Suite 200
San Bernardino, California, 92400
Email: cfraire@zandkconsultants.com
Tel: (951) 310-7470

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **EFFECTIVE DATE.** The effective date of this Agreement is September 13, 2022, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: 09/27/2022

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Z&K CONSULTANTS, INC.:

By: _____
Crystal Fraire, PE, President

Dated: 9/13/22

July 20, 2022

Arturo Cervantes, PE, Assistant City Manager/Director of Public Works
City of South Gate, 8650 California Avenue, South Gate, CA 90280

Subject: Fee Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK.

Dear Mr. Cervantes,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK. Our not-to-exceed total lump sum fee for Construction Management and Inspection Services is **$438,839.00.**

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution.

Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in Construction Management and Inspection services and will provide **"turn-key"** Construction Management and Inspection services for the City of Southgate Hollydale Community Park Improvement Project.

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Resident Engineer	$157.00
Senior Construction Inspector	$140.00
Project Manager/Office Engineer/ Labor Compliance Officer	$130.00
Material Testing Services (Converse Consultants)	Attached

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of South Gate and are committed to the successful completion the City's important project.**

Sincerely,

Crystal Fraire

Crystal Fraire, PE, QSD/P | President, Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfraire@zandkconsultants.com

Z&K CONSULTANTS
BUILDING SOLUTIONS

Subject: Fee Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK.

Assumptions

Task 1 – Project Coordination

- Resident Engineer – 20 hours a week minus utility and outside agency coordination hours
- Senior Construction Inspector – 20 hours total
- Senior Project Manager/ Office Engineer/ Labor Compliance – 8.8 hours a week on average minus utility and outside agency coordination hours
- Material Testing Services – 0 hours

Task 2 – Construction Inspection

- Resident Engineer – 0 hours
- Senior Construction Inspector – 8 hours a day * 205 WD minus hours for labor compliance and utility coordination
- Senior Project Manager/ Office Engineer/ Labor Compliance – 0 hours
- Material Testing Services – 0 hours

Task 3 – Labor Compliance

- Resident Engineer – 0 hours
- Senior Construction Inspector – 1 hour every 2 weeks (Employee interviews)
- Senior Project Manager/ Office Engineer/ Labor Compliance – 1 hour a week
- Material Testing Services – 0 hours

Task 4 – Material Testing Services

- Resident Engineer – 0 hours
- Senior Construction Inspector – 0 hours
- Senior Project Manager/ Office Engineer/ Labor Compliance – 0 hours
- Material Testing Services – 100 hours (2.4 hours a week). Total = $13,000.00

Task 5 – Utility and Outside Agency Coordination

- Resident Engineer – 1 hour every 2 weeks
- Senior Construction Inspector – 1 hour a week
- Senior Project Manager/ Office Engineer/ Labor Compliance – 1 hour every 2 weeks
- Material Testing Services – 0 hours

Task 6 – Project Closeout

- Resident Engineer – 40 hours (1 week)
- Senior Construction Inspector – 40 hours (2 weeks)
- Senior Project Manager/ Office Engineer/ Labor Compliance – 25 hours
- Material Testing Services – 0 hours

NOT-TO-EXCEED FEE SCHEDULE

The fee proposal shall be based on a not-to-exceed fee for a construction period of 10 months. The Construction Inspector shall be provided for the entire 290 working day period. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

CITY OF SOUTH GATE, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE HOLLYDALE COMMUNITY PARK IMPROVEMENT CITY PROJECT NO. 607-PRK					
Task/ Classification	Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager/ Office Engineer/ Labor Compliance (Hrs)	Material Testing Services - Converse Consultants	Total Cost
Hourly Rate	$157.00	$140.00	$130.00	$130.00	
Task 1. Project Coordination	799.5	20	320	0	$ 169,895.50
Task 2. Construction Inspection	0	1578.5	0	0	$ 220,990.00
Task 3. Labor Compliance	0	20.5	41	0	$ 8,200.00
Task 4. Material Testing	0	0	0	100	$ 13,000.00
Task 5. Utility and Outside Agency Coordination	20.5	41	20.5	0	$ 11,623.50
Task 6. Project Closeout	40	40	25	0	$ 15,130.00
TOTAL	$ 135,020.00	$ 238,000.00	$ 52,819.00	$ 13,000.00	$ 438,839.00

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

Office of the
South Gate City Clerk

JUL 03 2024

FILED
9:30aM

Item No. 4

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 9, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston* FOR ROB HOUSTON

SUBJECT: FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR MEASURE R FUNDS FOR THE I-710/FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT, CITY PROJECT NO. 354 ST

PURPOSE: To approve a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority to accept a grant in the amount of $1,450,000 in Measure R Funds for the I-710/Firestone Boulevard Southbound On Ramp Modification Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Funding Agreement with the Los Angeles County Metropolitan Transportation Authority ("Metro") to accept $1,450,000 in Measure R Funds for the I-710/Firestone Boulevard Southbound On Ramp Modification Project ("On Ramp Project"), City Project No. 354-ST;
b. Appropriating $1,450,000 in Metro Measure R Funds to the On Ramp Project; and
c. Authorizing the Mayor to execute the Funding Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The Funding Agreement allocates $1,450,000 in Measure R Funds ("Metro Measure R Funds") to the On Ramp Project to fund $700,000 in design costs and $750,000 in construction costs. All of the grant funds are required to be appropriated to the On Ramp Project.

ANALYSIS: The I-710/Firestone Boulevard Southbound On Ramp Modification Project is funded by various grant funding sources some of which are from Metro. Under the proposed Funding Agreement, the City will receive a grant in the amount of $1,450,000 in Metro Measure R Funds for the On Ramp Project, to fund design and construction. The project is in the design phase and fees have been incurred. As such, Metro has made the term of the agreement retroactive to January 1, 2024, to pay for design costs.

BACKGROUND: The On Ramp Project is a part of the Capital Improvement Program. It is the second phase of a project that is being implemented to improve traffic flow and reduce traffic congestion on Firestone Boulevard, at the I-710 Freeway. The project entails re-aligning and widening the I-710 Freeway/Firestone Boulevard Southbound on-ramp, to align to the widened

Firestone Boulevard Bridge, at the Los Angeles River. In addition, the project includes improvements on Firestone Boulevard from Rayo Avenue to Garfield Avenue including pedestrian improvements, updating curb ramps to comply with American with Disability Act, sidewalks, replacement of the existing median island, creation of an aesthetic theme for the railings, grinding and overlaying the existing pavement and traffic signal modifications to accommodate pedestrian crossings.

The design of the project is substantially complete. If Caltrans approval is received timely, construction is planned to start January 2025 and be completed in 16 months.

ATTACHMENT: Proposed Funding Agreement

ES:lc

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of January 1, 2024 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate("GRANTEE") for Reconfiguration Firestone Boulevard On-Ramp to I-710 S/B Freeway, LACMTA Project ID# MR306.24 and FTIP# LA996347(the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund PS&E and Construction of the Project; and

WHEREAS, the LACMTA Board, at its July 26, 2012 meeting, programmed $5,500,000 in Measure R Funds to GRANTEE for PS&E and Construction; and

WHEREAS, the LACMTA Board, at its July 25, 2013 meeting, changed lead agencies from the City of South Gate to Caltrans; and

WHEREAS, the LACMTA Board, at its October 23, 2014 meeting, de-obligated $4,050,000 in Measure R Funds and reprogrammed the funds, resulting in $250,000 in Measure R Funds in Fiscal Years (FY) FY 2014-15 and $1,200,000 in FY2015-16, leaving $1,450,000 in funding for PS&E and Construction phases; and

WHEREAS, the LACMTA Board on June 25, 2020, delegated administrative authority to staff to allow changes in project sponsor to deliver board-approved projects; and

WHEREAS, the LACMTA Board, at its June 22, 2023 meeting, changed lead agencies from Caltrans to the City of South Gate; and

WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapsing dates for Measure R funding agreements; and

WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for Fiscal Year FY 2014-15 to June 30, 2028 and FY 2015-16 to June 30, 2029.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 5/30/24
Deputy

GRANTEE:

CITY OF SOUTH GATE

By: _____ Date: _____
Gil Hurtado
City Mayor

ATTEST:

By: _____ Date: _____
Yodit Glaze
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Raul Salinas
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): I-710/Firestone Blvd. Interchange Reconstruction Phase IV –Project Initiation Document (PID), Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Project Development, Right-of-Way, and Construction. LACMTA Project ID# MR306.24 FTIP# LA996347

2. Grant Funds:

   2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

   2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $1,450,000 (the "Funds") for the Project. LACMTA Board of Directors' action of July 26, 2012 and October 23, 2014 granted, reprogrammed, and de-obligated the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Year (FY) 2014-15 and FY2015-16.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Officer of Countywide Planning, Complete Streets & Highway in writing. If the LACMTA's Executive Officer of Countywide Planning, Complete Streets & Highway concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements

attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Delgadillo
LACMTA Project Manager
Mail Stop 99-18-2
Phone (213) 922-7099
E-mail DelgadilloLu@metro.net

14. GRANTEE's Address:

City of South Gate
8650 California Ave
South Gate, CA 90280
Arturo Cervantes
Title: Assistant City Manager/Director of Public Works
Phone: (323)357-9657
Email: Acervantes@sogate.org

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MR306.24 and FA# ~~FA~~9200000000MR30624
[Lucy Delgadillo; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. <u>GRANT</u>

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate, the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and

(vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2028 and all Funds programmed for FY 2015-16 are subject to lapse by June 30, 2029.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same

within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: **LA996347**

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30624

Project Title: Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway Project#: MR306.24

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	$250,000	$ 1,200,000					$ 1,450,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$250,000	$ 1,200,000			$ -	$ -	$ 1,450,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:								0%
STATE:								0%
FEDERAL:								0%
PRIVATE OR OTHER:								0%
OTHER FUNDING SUBTOTAL	$ -							0%
TOTAL PROJECT FUNDS	$ 250,000	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,450,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30624
Project Title: Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway Project#: MR306.24

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:						Start Constr.	Jan-March	April-June	
MEASURE R FUNDS:									
PAED									
PS&E			$300,000	$200,000	$150,000	$50,000			$700,000
RW Support									
Const. Support						$50,000	$50,000	$50,000	$150,000
RW									
Construction						$200,000	$200,000	$200,000	$600,000
Total MEASURE R	$0	$0	$300,000	$200,000	$150,000	$300,000	$250,000	$250,000	$1,450,000
SUM PROG LACMTA FUNDS:	$0	$0	$300,000	$200,000	$150,000	$300,000	$250,000	$250,000	$1,450,000
SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$300,000	$200,000	$150,000	$50,000	$0	$0	$700,000
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$50,000	$50,000	$50,000	$150,000
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$0	$0	$200,000	$200,000	$200,000	$600,000
TOTAL MILESTONES	$0	$0	$300,000	$200,000	$150,000	$300,000	$250,000	$250,000	$1,450,000
SUM PROG LACMTA FUNDS	$0	$0	$300,000	$200,000	$150,000	$300,000	$250,000	$250,000	$1,450,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$0	$0	$300,000	$200,000	$150,000	$300,000	$250,000	$250,000	$1,450,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE:
Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway (Phase IV)

PROJECT LOCATION:
The project is located at Firestone Boulevard in the City of South Gate, at the I-710 Southbound On-Ramp, between Rayo Avenue and Garfield Avenue.

PROJECT LIMITS:
This project limits are From Rayo Avenue to Garfield Avenue

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to alleviate a Non-Standard On-Ramp, enhance pedestrian safety and traffic flow and provide a dedicated through lane to the I-710 Freeway.

PROJECT BACKGROUND:
The proposed project improvements include the reconstruction and Realignment of the I-710 Southbound On Ramp, from Rayo Avenue to the I-710 Northbound On Ramp at Garfield Avenue, provide a median island at the Western approach (from Garfield Avenue to the I-710 Northbound On Ramp) and Firestone Boulevard improvements, such as ADA ramps, High visibility crosswalks, new sidewalk and asphalt pavement.

The City of South Gate in cooperation with the California Department of Transportation (Caltrans) is proposing to improve traffic operations at the Interstate Route 710 (I-710)/Firestone Boulevard interchange by completing Stage 2 of Phase IV (Project) of the I-710 Firestone Boulevard Interchange Reconstruction Project (Project ID 07279142300 approved June 1997). Stage 2 of Phase IV consists of reconstruction of the eastbound Firestone Boulevard to southbound I-710 direct on ramp and widening the eastbound side of Firestone Boulevard. The Project is the final stage of the I-710 Firestone Boulevard Interchange Reconstruction Project.

This funding agreement is for Stage II of Phase IV of the project which entails the design and construction of the Firestone Boulevard I-710 Southbound On Ramp modification, Firestone Boulevard Street Improvements, new asphalt pavements, ADA Ramp modifications, tie in the new constructed bridge to the new on ramp, Railing improvements, new ADA sidewalk, landscaped median island, new irrigation system, concrete drainage inlets, concrete removal, concrete barrier, modifying lighting system, new striping and traffic signal minor modifications and other miscellaneous improvements.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	$000,000
PS and E	$700,000
R/W Support	$000,000
R/W Capital	$000,000
Construction Support	$150,000
Construction Capital	$600,000
Total Budget	**$1,450,000**

SCOPE:

The Project features include, but are not limited to, the following: Firestone Boulevard Southbound On-ramp, new Sidewalk, new ADA Ramps new Crosswalks safety lighting over the newly constructed Bridge, pavement rehabilitation, median island rehabilitation at the western approach, sidewalk repair, drainage inlets, water pollution control, striping.

DESIGN:

I. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Firestone Boulevard and the I-710 Southbound On Ramp, based on the City reviewed "Summary Letter Report" or RFP.
B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When the project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Firestone Boulevard within 500 Foot radius, particularly with issues of right-of-way acquisition.
E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates and Caltrans Standards.
F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

II. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- Management of the sub-Consultant team in the preparation of plans, specifications and engineering estimates and other related documents
- Coordinating with all project stakeholders including but not limited to City of South Gate, Biggs Cardosa and Associates, the consultant team, Caltrans, Los Angeles County Flood Control District, Los Angeles Department of Water and Power, utility companies, all regulatory agencies, property owners, business owners and the general public.

- Supervise, coordinate, monitor and review design for conformance with City and Caltrans standards, policies and procedures.
- Maintain continuous communication with the City Project Manager and Caltrans, including regular meetings with the City and Caltrans, to review the Initial Concept Plan and project status at, 30%, 60%, 90% and 100% completion.
- Manage schedules and project reporting.
- Coordinate and facilitate regular meetings with City staff.
- Coordinate regular meetings with Caltrans, utility companies and participating agencies as necessary to deliver the services sought herein.
- Communicate work progress and schedule to affected businesses and residents as required.
- Prepare meeting agendas and minutes, with an action item matrix. Distribute to the City, and other attendees or organizations, as required.
- Attend a Design Kick-off meeting with City representatives to review the project in detail.
- Evaluate and determine requirements and procedures for design, ongoing review, and coordination.
- Determine relevant issues specific to the Project and design standards.
- Hold monthly progress meetings or more frequently if needed, with City staff, Caltrans, permitting agencies and utility companies as needed.
- Provides construction support services during the construction phase.

Deliverables:

- Meeting Schedules, Attendance, Rosters, Matrix, Meeting Agendas and Minutes
- Detailed Project Schedule

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
B. Contract with a Contractor for construction.
C. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	3/29/2021	6/10/2021
Solicitation Response	3/9/2021	6/10/2021
Evaluations	6/14/2021	7/8/2021
Selection	7/26/2021	7/29/2021
Board Approval	5/10/2022	5/10/2022
Contract Award	5/10/2022	5/10/2022
Fully Executed Contract	5/26/2022	5/10/2025
PS&E		
65% -95% PS&E		
Preliminary Investigations	10/17/2023	3/7/2024
Preliminary Foundation	10/17/2023	3/7/2024
Geometric Drawings	10/17/2023	3/7/2024
Bridge Type Selection Roadway and Retrofit Strategy	N/A	N/A
ADL Review	10/17/2023	3/7/2024
Utilities	10/17/2023	3/7/2024
Right-of-Way	10/17/2023	3/7/2024
Estimating	10/17/2023	3/7/2024
Civic Design	10/17/2023	3/7/2024
Structural Design	10/17/2023	3/7/2024

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. **Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."**

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	6/24/2024	8/5/2024
Solicitation Response	8/6/2024	8/27/2024
Evaluations	8/6/2024	8/27/2024
Selection	8/27/2024	8/27/2024
Board Approval Process	8/27/2024	9/10/2024
Contract Award	9/10/2024	9/10/2024
Fully Executed Contract	9/30/2024	9/30/2024
EXCAVATION		
Clear/Grub	12/2/24	12/5/24
Survey	12/2/24	7/30/25
Sample Borings	N/A	N/A
Grading	2/2/25	7/20/25
Compaction	2/2/25	7/20/25
Drainage	12/2/24	7/20/25
ENVIRONMENTAL		
Hazardous Materials Handling	12/14/24	12/21/24
Archaeological	12/14/24	6/14-/25
Air Quality Monitoring	12/14/24	7/30/25
CONCRETE		
Form Work	N/A	N/A
Rebar Placement	N/A	N/A
Pole Placement	5/1/25	5/30/25
TRAFFIC CONTROL		
TMP	11/29/24	7/30/25
STRUCTURAL		
False Work	N/A	N/A
Iron Placement	N/A	N/A
Pole Placement	5/30/25	7/1/25
UTILITIES		
DWP	N/A	N/A
SCE	N/A	N/A
LADOT	N/A	N/A
MATERIALS		
Long-Lead Equipment	9/30/24	4/1/25

Staging	9/30/24	7/30/25
Material Lay Down Area		
Signage	7/15/25	7/25/25
ELECTRICAL		
Power U/G Communication	4/1/25	7/25/25
A/G Testing/Acceptance	7/1/25	7/30/25

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing	4/1/25	4/5/25
Planting	5/1/25	6/1/25
Plant Establishment	7/30/25	7/30/26
Irrigation	4/10/25	5/1/25
Testing	11/30/24	7/30/25
General Construction/close out project	7/15/26	7/30/26
CHANGE ORDERS		
P.O. Processing Time	9/10/24	10/10/2024
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims	12/2/24	7/30/26

ATTACHMENT C – Location Map(s)

Firestone Bl. I-710 S/B On Ramp, Garfield Av to Rayo Av

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	FA# 9200000000MR30624
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2020-2021 ☐ 2021-2022 ☐ 2022-2023
☐ 2023-2024 ☐ 2024-2025 ☐ 2025-2026

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit ☐ Highways

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____ *Date* _____

Name _____ *Title* _____

ATTACHMENT E - FTIP PROJECT SHEET

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA996347** Implementing Agency **South Gate, City of**

Project Description: BRIDGE NO. 53C1972, FIRESTONE BLVD, OVER LOS ANGELES RIVER, 152 m W/O LONG BEACH FREEWAY. Rehabilitate 5-lane bridge & widen to 6-lane bridge, add shoulders, and upgrade bridge railings. Fed Proj: HP21L-5257(016)and HP21L-5257(036)

SCAG RTP Project #: LA996347
Study:N/A Is Model: YES Model #: L474
PM: Jose Loera - (323)563-9578

LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: 18.44 to 18.44 Distance: 0 Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 12/31/2030

Lane # Extd: 6 Lane # Prop: 7 Imprv Desc: Roadway and Bridge Widening

Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/31/2005

Toll Rate: 0.00 Toll Colc Loc:0 Toll Method: Hov acs eg loc: 0

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities COG

CTIPS ID: EA #: PPNO: 2367

Program Code: CAX60 - BRIDGE RESTORATION & REPLACEMENT- LN ADDITIONS: RS Stop Loc:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
CITY - City Funds	PE	$430								$430
	RW	$0								$0
	CON	$101								$101
	SUBTOTAL	$531								$531
DEMOT21 - Demonstration - Tea 21	PE	$1,717								$1,717
	RW	$800								$800
	CON	$7,829								$7,829
	SUBTOTAL	$10,346								$10,346
HBRR-L - Bridge- Local	PE	$1,222								$1,222
	RW	$0								$0
	CON	$6,443								$6,443
	SUBTOTAL	$7,665								$7,665
MR15 - Measure R 15% Local Return	PE	$600								$600
	RW	$0								$0
	CON	$850								$850
	SUBTOTAL	$1,450								$1,450
PC25 - Los Angeles County Proposition "C25"	PE	$134								$134
	RW	$200								$200
	CON	$1,010								$1,010
	SUBTOTAL	$1,344								$1,344
	TOTAL	$21,336								$21,336

TOTAL PE: $4,103 **TOTAL RW: $1,000** **TOTAL CON: $16,233** **TOTAL PROGRAMMED: $21,336**

- General Comment:
- Modeling Comment: .
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Adoption 25-00 - Submitted **Change reason**:Carry over from 23TIP **Total Project Cost** **$21,336**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **Public Works**

Department Director: _____ ***City Manager:*** _____ FOR ROB HOUSTON
Arturo Cervantes *Rob Houston*

SUBJECT: AGREEMENT WITH SEQUEL CONTRACTORS, INC., FOR THE CONSTRUCTION OF THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NOS. ATPL-5257 (039)

PURPOSE: To award an Agreement to Sequel Contractors, Inc., ("Sequel") for the construction of the Tweedy Mile Complete Streets Project ("Tweedy Mile Project"). The project was competitively bid and Sequel submitted the lowest responsible and responsive bid.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with Sequel Contractors, Inc. ("Agreement"), for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, in an amount not to exceed $7,745,175, with a construction completion schedule of 180 working days; or

b. Approving an Agreement with Sequel Contractors, Inc. ("Agreement"), for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, in an amount not to exceed $8,095,175, with a construction completion schedule of 145 working days;

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;

d. Authorizing the City Manager to approve change orders administratively up to a cumulative amount of $800,000 to be funded with project contingency funds, to expedite approval of change order work to avoid construction schedule delays;

e. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to comply with state legislation that requires payment of invoices within 30 days;

f. Declaring the Tweedy Mile Complete Streets Project, City Project No. 614-ST, to be Categorically Exempt under Title 14 of the California Code of Regulations, Section 15301 of the California Environmental Quality Act ("CEQA"); and

g. Approving the Notice of Exemption for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is in the amount of $7,745,175 or $8,095,175, based on the approval by the City Council. The project is budgeted in the FY 2024/25 CIP Program in the amount of $9,857,082, as summarized below.

	ATPL	Measure R	Prop C	SB1	Measure W	Gas Tax	Total Budget
Design Cost			$225,000			$479,506	**$704,506**
Construction Phase							
Construction Contract (*)	$4,442,940	$200,000	$2,030,828	$671,407	$400,000		**$7,745,175**
Construction Management	$177,060		$174,840	$200,000			**$551,900**
Project Management			$50,000			$50,000	**$100,000**
Staff Time/Other Costs			$25,000			$25,000	**$50,000**
Contingency (*)			$304,414	$330,593		$70,494	**$705,501**
Total Construction Phase	**$4,620,000**	**$200,000**	**$2,585,082**	**$1,202,000**	**$400,000**	**$145,494**	**$9,152,576**
Total Project Costs	**$4,620,000**	**$200,000**	**$2,810,082**	**$1,202,000**	**$400,000**	**$625,000**	**$9,857,082**
Total Current Budget	$4,620,000	$200,000	$1,911,629	$650,000	$400,000	$625,000	**$8,406,629**
Budget Transfer			$898,453	$552,000			**$1,450,453**
Grand Total Const. Budget	$4,620,000	$200,000	$2,810,082	$1,202,000	$400,000	$625,000	**$9,857,082**

*Assumes Council will elect to award a contract in the amount of $7,745,175 however the actual included will follow the approval of the City Council.

ANALYSIS: The proposed Agreement was procured through a competitive bid process. The bid documents required a Base Bid and four Additive Alternate Bids. The lowest bidder was required to be determined based on the lowest total amount of the Base Bid and four Additive Alternate Bids. Based on this requirement, Sequel submitted the lowest responsible and responsive bid. The bid analysis is included in Attachment "A."

The Tweedy Mile Business District is a thriving community filled with businesses, high volumes of pedestrians, traffic (26K vehicles per day), events and students in route to schools. Construction will be disruptive and impact these activities. The schedule stipulated in the proposed contract to complete construction is 180 working days, which is approximately 9 months. However, contractors were requested to also submit bids to complete construction in 145 working days, for which Sequel submitted a bid for an additional $350,000. The additional amount pays for costs such as overtime, that will be incurred due to the shorter construction schedule and need for longer workdays. The City Council may award a construction contract in the amount of either $7,745,175 for a 180-working day completion schedule, or $8,095,175, for a 145-working day completion schedule.

The PROS of the 145-working day schedule are reducing soft costs and staff time by approximately $45,000; reducing construction impacts; reducing potential for safety issues due to high volumes of pedestrian activity on a construction zone; reducing potential impacts to businesses; and allowing events such as the Tweedy Mile Fair to take place in 2025. The CONS are the additional cost of $350,000 which would be paid from the project contingency funds.

BACKGROUND: The Project is a part of the Capital Improvement Program. It proposes safety, traffic circulation, landscaping and greening and beautification improvements for Tweedy Boulevard, from Dearborn Avenue to Dorothy Avenue. Project improvements provide for

safety, enhanced access to public transit and bike access, addressing deferred maintenance, beautification, and quality of life benefits. Project improvements include fixing the road pavement, sidewalks and ADA ramps; enhanced crosswalks of which four will have flashing lights; traffic calming measures such as curb extension, mid-block bulbouts and enhanced signage; replacing street furniture and bus stops; landscaping, sharrows, and bike racks. The Project will not change the traffic signal system or signalizing intersections or eliminate traffic lanes - two (2) in each direction will remain and will not install dedicated left turn lanes. Intersections will not be eliminated, overhead wiring will not be placed underground, and there are no plans to construction road medians or decorative fountains.

On May 8, 2024, staff advertised the Notice Inviting Bids for construction in the Daily Journal. The Project was also advertised on the City's website and PlanetBids. On June 18, 2024, the City held a bid opening at the City Clerk's office. Three (3) bids were received as summarized below. After completion of the bid analysis, Sequel was confirmed to be the lowest responsible and responsive bidder based on the total cost of the Base Bid and Additive Alternate Bid Items pursuant to Bid Documents.

Contractor	Base Bid	Add. Alt. No. 1	Add. Alt. No. 2	Add. Alt. No. 3	Add. Alt. No. 4	Total Bid
Sequel Contractors	$6,202,125*	$160,800	$1,296,000	$37,950	$48,300	**$7,745,175**
Sully-Miller Contracting	$6,748,465	$187,600	$1,360,000	$44,850	$55,200	**$8,396,115**
All American Asphalt	$8,238,154	$254,600	$832,000	$110,400	$82,800	**$9,517,954**

(*) Total shown in the Base Bid is $6,202,035 which was a typo.

Sequel is based in Santa Fe Springs, California. It has been in business for over thirty years. Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation. Further, Sequel has experience working for the City. They constructed the recent street improvements on Garfield Avenue, Long Beach Blvd, Imperial Highway and the Firestone/Otis intersection.

Pursuant to the guidelines of the California Environmental Quality Act ("CEQA"), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1 exemption for alternation for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety, and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes) or no expansion of use.

Construction is scheduled to begin in August 2024. Depending on Council approval, construction is planned for completion either in 180 or 145 working days.

ATTACHMENTS: A. Proposed Agreement
B. Location Map

C. Bid Schedule
D. Notice of Exemption

AA/JL:lc

AGREEMENT FOR THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NOS. ATPL-5257(039), BETWEEN THE CITY OF SOUTH GATE AND SEQUEL CONTRACTORS, INC.

This Agreement for the **Tweedy Mile Complete Streets Project, City Project No. 614-ST** ("Agreement"), is made and entered into on **July 9, 2024**, by and between the City of South Gate, a municipal corporation ("City"), and Sequel Contractors, Inc., a California corporation, License No. 610600 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the **Tweedy Mile Complete Streets Project, City Project No. 614-ST**.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Seven Million Seven Hundred Forty Five Thousand One Hundred Seventy Five ($7,745,175)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works and shall complete all work within One Hundred and Eighty (180) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on July 9, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By:_____
Gil Hurtado, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

By:_____
Raúl F. Salinas, City Attorney

SEQUEL CONTRACTORS, INC.

By:_____
Thomas Pack, President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED:_____

SEQUEL CONTRACTORS, INC.
Contractor

By:_____
Thomas Pack

President
Title

ATTEST:

By:_____
Signature

_____
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor's insurance or as a separate owner's policy.

2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30)

days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors
Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification
The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

THE TWEEDY MILE COMPLETE STREETS PROJECT
CITY PROJECT NO. 614-ST

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to **Sequel Contractors, Inc.** ("Contractor" herein) a Contract for:

THE CONSTRUCTION OF THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Seven Million Seven Hundred Forty-Five Thousand One Hundred Seventy Five ($7,745,175)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR NAME:

SEQUEL CONTRACTORS, INC.

By: _____
Name

Title: President

_____

_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By: _____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

THE TWEEDY MILE COMPLETE STREETS PROJECT
CITY PROJECT NO. 614-ST

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to **Sequel Contractors, Inc.**, ("Contractor" herein) a Contract for the work described as follows:

THE CONSTRUCTION OF THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Seven Million Seven Hundred Forty-Five Thousand One Hundred Seventy Five ($7,745,175)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2024.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:

SEQUEL CONTRACTORS, INC.

By: _____
Name

Title: _____

_____

_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is _____ of _____ (sole owner, a partner, president, etc.) _____ the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed _____

_____
Title

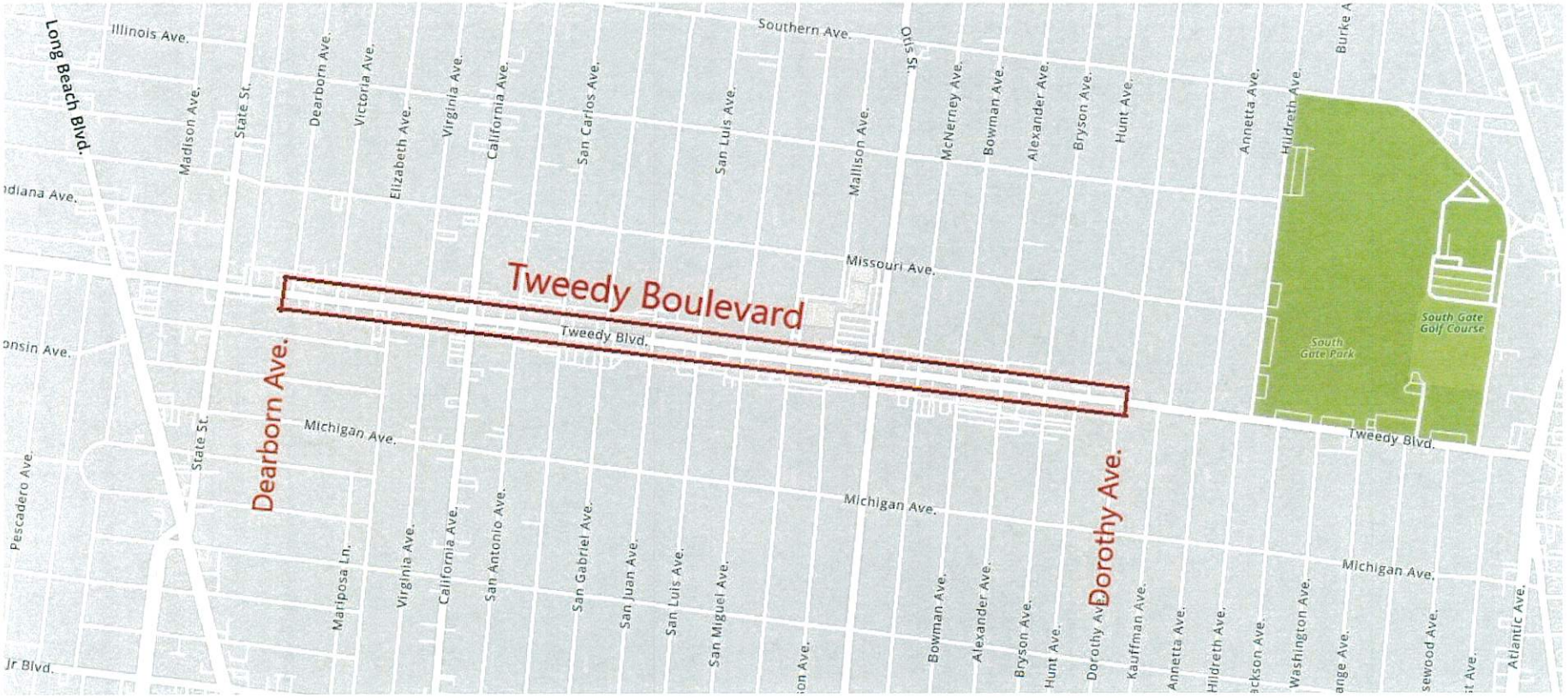
Subscribed and sworn to before me this _____ day of_____, 2024.

_____
Notary Public

(Attach Notary Certificate)

Attachment B

LOCATION MAP



Attachment C

TWEEDY MILE COMPLETE STREETS PROJECT
CITY PROJECT NO. 614-ST, FEDERAL PROJECT NO. ATPL-5257 (039)

BID MATRIX

DATE: 6/18/2024

BY: JL

	$ 7,245,175.00	$ 7,930,115.00	$ 8,967,954.45
2%	$ 144,903.50	$ 158,602.30	$ 179,359.09
5%	$ 362,258.75	$ 396,505.75	$ 448,397.72

				ENGINEER'S ESTIMATE		SEQUEL CONTRACTOR INC		SULLY-MILLER CONTRACTING CO.		ALL AMERICAN ASPHALT	
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 *	Mobilization / Demobilization (not to exceed 2% of construction cost)	1	LS	$ 144,291.00	$ 144,291.00	$ 150,000.00	$ 150,000.00	$134,000.00	$ 134,000.00	$ 150,000.00	$ 150,000.00
2 *	Traffic Control (not to exceed 5% of construction cost)	1	LS	$ 360,728.00	$ 360,728.00	$ 350,000.00	$ 350,000.00	$332,000.00	$ 332,000.00	$ 400,000.00	$ 400,000.00
3	Storm Water Pollution Prevention Plan (Allowance)	1	LS	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
4	Remove Existing Paver Crosswalk and Construct 9.5" AC Pavement (Type B-PG 64-10) Base Course	4,710	SF	$ 22.00	$ 103,620.00	$ 35.00	$ 164,850.00	$ 20.00	$ 94,200.00	$ 40.00	$ 188,400.00
5	*Demolition / Unclassified Excavation*	*1,950*	*CY*	$ 350.00	$ 682,500.00	$ 420.00	$ 819,000.00	$ 350.00	$ 682,500.00	$ 425.00	$ 828,750.00
6	Cold Mill AC Pavement, 2" Depth	39,300	SF	$ 0.50	$ 19,650.00	$ 1.00	$ 39,300.00	$ 1.00	$ 39,300.00	$ 0.46	$ 18,078.00
7	*Cold Mill AC Pavement, 2.5" Depth*	*301,100*	*SF*	$ 0.60	$ 180,660.00	$ 0.90	$ 270,990.00	$ 0.70	$ 210,770.00	$ 0.56	$ 168,616.00
8	*Construct 2.5" ARHM-GG Pavement Overlay*	*5,170*	*TON*	$ 150.00	$ 775,500.00	$ 142.00	$ 734,140.00	$ 150.00	$ 775,500.00	$ 150.00	$ 775,500.00
9	*Construct 9.5" AC Pavement (Type B-PG 64-10) Base Course*	*600*	*TON*	$ 150.00	$ 90,000.00	$ 150.00	$ 90,000.00	$ 235.00	$ 141,000.00	$ 350.00	$ 210,000.00
10	*Construct 6" AC Pavement (Type B-PG 64-10) Base Course*	*1,265*	*TON*	$ 150.00	$ 189,750.00	$ 155.00	$ 196,075.00	$ 225.00	$ 284,625.00	$ 350.00	$ 442,750.00
11	Construct 2" ARHM-GG Pavement Overlay	485	TON	$ 150.00	$ 72,750.00	$ 200.00	$ 97,000.00	$ 260.00	$ 126,100.00	$ 150.00	$ 72,750.00
12	*Construct Variable Height PCC Curb and 24" Gutter Over 6" CMB*	*1,675*	*LF*	$ 50.00	$ 83,750.00	$ 65.00	$ 108,875.00	$ 110.00	$ 184,250.00	$ 150.00	$ 251,250.00
13	*Construct 4" PCC Sidewalk Over 3" CMB*	*8,955*	*SF*	$ 14.00	$ 125,370.00	$ 16.00	$ 143,280.00	$ 22.00	$ 197,010.00	$ 25.00	$ 223,875.00
14	Construct 4" PCC Decorative Sidewalk Over 3" CMB	3,100	SF	$ 25.00	$ 77,500.00	$ 20.00	$ 62,000.00	$ 20.00	$ 62,000.00	$ 28.00	$ 86,800.00
15	*Construct 4" PCC Curb Ramp Over 3" CMB with Detectable Warning Surface*	*26*	*EA*	$ 8,000.00	$ 208,000.00	$ 4,100.00	$ 106,600.00	$ 3,300.00	$ 85,800.00	$ 15,000.00	$ 390,000.00
16	*Remove Existing and Construct 4" PCC Curb Ramp Over 3" CMB with Detectable Warning Surface*	*56*	*EA*	$ 10,000.00	$ 560,000.00	$ 6,000.00	$ 336,000.00	$ 7,500.00	$ 420,000.00	$ 19,000.00	$ 1,064,000.00
17	Construct Variable Height PCC Retaining Curb Over 6" CMB	140	LF	$ 50.00	$ 7,000.00	$ 39.00	$ 5,460.00	$ 110.00	$ 15,400.00	$ 110.00	$ 15,400.00
18	*Construct 12" PCC Pavement Over 8" CMB*	*435*	*SF*	$ 40.00	$ 17,400.00	$ 25.00	$ 10,875.00	$ 55.00	$ 23,925.00	$ 80.00	$ 34,800.00
19	Remove Existing and Construct 6" Thick PCC Driveway Over 6" CMB	700	SF	$ 35.00	$ 24,500.00	$ 28.00	$ 19,600.00	$ 45.00	$ 31,500.00	$ 50.00	$ 35,000.00
20	*Unclassified Fill*	*80*	*CY*	$ 100.00	$ 8,000.00	$ 100.00	$ 8,000.00	$ 250.00	$ 20,000.00	$ 200.00	$ 16,000.00
21	Furnish and Install Under Sidewalk Rectangular Drain Pipe	330	LF	$ 300.00	$ 99,000.00	$ 150.00	$ 49,500.00	$ 200.00	$ 66,000.00	$ 335.00	$ 110,550.00
22	Construct Curb Drain	280	LF	$ 75.00	$ 21,000.00	$ 20.00	$ 5,600.00	$ 175.00	$ 49,000.00	$ 105.00	$ 29,400.00
23	*Construct 8" Thick PCC Partial Local Depression Over 6" CMB*	*155*	*SF*	$ 26.00	$ 4,030.00	$ 20.00	$ 3,100.00	$ 60.00	$ 9,300.00	$ 60.00	$ 9,300.00
24	*Construct Paver Crosswalks*	*8,930*	*SF*	$ 55.00	$ 491,150.00	$ 65.00	$ 580,450.00	$ 89.00	$ 794,770.00	$ 75.00	$ 669,750.00
25	Double Adjustment of Water Valve to Grade	5	EA	$ 600.00	$ 3,000.00	$ 2,000.00	$ 10,000.00	$ 1,075.00	$ 5,375.00	$ 2,000.00	$ 10,000.00
26	Double Adjustment of Gas Valve to Grade	4	EA	$ 600.00	$ 2,400.00	$ 2,000.00	$ 8,000.00	$ 1,075.00	$ 4,300.00	$ 2,000.00	$ 8,000.00
27	Double Adjustment of Sewer Manhole Frame & Cover to Grade	1	EA	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 2,700.00	$ 2,700.00	$ 2,000.00	$ 2,000.00
28	Adjust Traffic Signal Pull Box to Grade	22	EA	$ 600.00	$ 13,200.00	$ 400.00	$ 8,800.00	$ 970.00	$ 21,340.00	$ 1,000.00	$ 22,000.00
29	Adjust Street Lighting Pull Box to Grade	5	EA	$ 600.00	$ 3,000.00	$ 400.00	$ 2,000.00	$ 600.00	$ 3,000.00	$ 800.00	$ 4,000.00
30	Adjust Electric Pull Box to Grade	4	EA	$ 600.00	$ 2,400.00	$ 400.00	$ 1,600.00	$ 1,400.00	$ 5,600.00	$ 1,600.00	$ 6,400.00
31	Adjust Water Meter to Grade	2	EA	$ 600.00	$ 1,200.00	$ 400.00	$ 800.00	$ 3,000.00	$ 6,000.00	$ 1,200.00	$ 2,400.00
32	Adjust Gas Meter to Grade	17	EA	$ 600.00	$ 10,200.00	$ 400.00	$ 6,800.00	$ 2,500.00	$ 42,500.00	$ 1,200.00	$ 20,400.00
33	Remove and Salvage Existing and Construct New Fire Hydrant	2	EA	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00	$ 40,000.00	$ 80,000.00	$ 28,500.00	$ 57,000.00
34	Install Vehicle Detector Loops	96	EA	$ 720.00	$ 69,120.00	$ 600.00	$ 57,600.00	$ 700.00	$ 67,200.00	$ 700.00	$ 67,200.00
35	Remove Existing and Construct 12" PCC Pavement Over 8" CMB	190	SF	$ 55.00	$ 10,450.00	$ 35.00	$ 6,650.00	$ 85.00	$ 16,150.00	$ 100.00	$ 19,000.00
36	Remove Existing and Install New Rigid Metal Vehicle Loop Detector Stub Out	40	EA	$ 1,000.00	$ 40,000.00	$ 200.00	$ 8,000.00	$ 1,200.00	$ 48,000.00	$ 1,400.00	$ 56,000.00
37	Remove Existing Dead/Leaning Trees	5	EA	$ 950.00	$ 4,750.00	$ 3,000.00	$ 15,000.00	$ 1,600.00	$ 8,000.00	$ 1,800.00	$ 9,000.00

38	*Furnish & Install 4' Tall Green Screen Barrier at New Parklets*	*104*	*LF*	$ 240.00	$ 24,960.00	$ 480.00	$ 49,920.00	$ 225.00	$ 23,400.00	$ 700.00	$ 72,800.00
39	*Furnish and Install 6' Long Steel Pedestrian Bench with Back, Arms, and Seat Divider*	*14*	*EA*	$ 3,540.00	$ 49,560.00	$ 3,500.00	$ 49,000.00	$ 4,200.00	$ 58,800.00	$ 3,200.00	$ 44,800.00
40	36" Box Tree Planting	7	EA	$ 1,100.00	$ 7,700.00	$ 1,500.00	$ 10,500.00	$ 1,600.00	$ 11,200.00	$ 1,500.00	$ 10,500.00
41	Furnish and Install Top-Opening Waste Container Assembly	104	EA	$ 3,060.00	$ 318,240.00	$ 2,800.00	$ 291,200.00	$ 3,100.00	$ 322,400.00	$ 2,700.00	$ 280,800.00
42	*Furnish and Install Steel Bicycle Rack*	*28*	*EA*	$ 810.00	$ 22,680.00	$ 1,200.00	$ 33,600.00	$ 1,600.00	$ 44,800.00	$ 1,300.00	$ 36,400.00
43	Furnish and Install Prefabricated Bus Shelter	3	EA	$ 18,900.00	$ 56,700.00	$ 30,000.00	$ 90,000.00	$ 32,200.00	$ 96,600.00	$ 26,000.00	$ 78,000.00
44	Soil Testing and Report, Soil Amendment, and Finish Grading in Landscape Areas	2,500	SF	$ 6.50	$ 16,250.00	$ 1.50	$ 3,750.00	$ 3.00	$ 7,500.00	$ 3.00	$ 7,500.00
45	*24" Box Tree Planting*	*15*	*EA*	$ 780.00	$ 11,700.00	$ 1,000.00	$ 15,000.00	$ 770.00	$ 11,550.00	$ 1,000.00	$ 15,000.00
46	1 Gallon Vines for Green Screen	16	EA	$ 160.00	$ 2,560.00	$ 30.00	$ 480.00	$ 20.00	$ 320.00	$ 25.00	$ 400.00
47	1 Gallon Shrubs and Ground Covers	400	EA	$ 35.00	$ 14,000.00	$ 35.00	$ 14,000.00	$ 15.00	$ 6,000.00	$ 20.00	$ 8,000.00
48	3" Thick Layer Shredded Bark Mulch Throughout Landscape Areas	2,500	SF	$ 5.50	$ 13,750.00	$ 1.00	$ 2,500.00	$ 3.00	$ 7,500.00	$ 3.00	$ 7,500.00
49	52-Week Contractor Maintenance Period	1	LS	$ 36,000.00	$ 36,000.00	$ 65,000.00	$ 65,000.00	$ 133,000.00	$ 133,000.00	$ 135,000.00	$ 135,000.00
50	*NOT USED*	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
51 *	Traffic Signal Modification at Tweedy Boulevard and Victoria Avenue	1	LS	$ 46,380.00	$ 46,380.00	$ 110,000.00	$ 110,000.00	$ 116,000.00	$ 116,000.00	$ 60,000.00	$ 60,000.00
52 *	Install Rectangular Rapid Flashing Beacon System at Tweedy Boulevard and Elizabeth Avenue	1	LS	$ 110,000.00	$ 110,000.00	$ 60,000.00	$ 60,000.00	$ 40,000.00	$ 40,000.00	$ 80,000.00	$ 80,000.00
53 *	Install Rectangular Rapid Flashing Beacon System at Tweedy Boulevard and San Gabriel Avenue	1	LS	$ 110,000.00	$ 110,000.00	$ 60,000.00	$ 60,000.00	$ 43,000.00	$ 43,000.00	$ 80,000.00	$ 80,000.00
54 *	Install Rectangular Rapid Flashing Beacon System at Tweedy Boulevard and San Luis Avenue	1	LS	$ 110,000.00	$ 110,000.00	$ 60,000.00	$ 60,000.00	$ 37,000.00	$ 37,000.00	$ 70,000.00	$ 70,000.00
55 *	Install Rectangular Rapid Flashing Beacon System at Tweedy Boulevard and Dorothy Avenue	1	LS	$ 110,000.00	$ 110,000.00	$ 60,000.00	$ 60,000.00	$ 43,000.00	$ 43,000.00	$ 80,000.00	$ 80,000.00
56	Remove Existing and Install Signing, Striping, Pavement Markings, Raised Pavement Markers, and Curb Markings	1	LS	$ 246,500.00	$ 246,500.00	$ 325,000.00	$ 325,000.00	$ 263,000.00	$ 263,000.00	$ 320,000.00	$ 320,000.00
57	*Remove Existing and Furnish and Install Wayfinding Signs*	*120*	*EA*	$ 2,500.00	$ 300,000.00	$ 750.00	$ 90,000.00	$ 720.00	$ 86,400.00	$ 900.00	$ 108,000.00
58	*Furnish and Install Construction Project Signs*	*4*	*EA*	$ 2,500.00	$ 10,000.00	$ 2,000.00	$ 8,000.00	$ 320.00	$ 1,280.00	$ 1,600.00	$ 6,400.00
59	*Remove Existing and Construct 4" PCC Sidewalk Over 3" CMB*	*1,970*	*SF*	$ 22.00	$ 43,340.00	$ 20.00	$ 39,400.00	$ 45.00	$ 88,650.00	$ 24.00	$ 47,280.00
60	Remove Existing PCC Curb Ramp and Construct 4" PCC Sidewalk Over 3" CMB	290	SF	$ 22.00	$ 6,380.00	$ 20.00	$ 5,800.00	$ 55.00	$ 15,950.00	$ 75.00	$ 21,750.00
61	*Remove Existing and Construct 9.5" AC (Type B-PG 64-10) Pavement Repair*	*2,460*	*SF*	$ 20.00	$ 49,200.00	$ 18.00	$ 44,280.00	$ 25.00	$ 61,500.00	$ 20.00	$ 49,200.00
62	Remove Existing and Construct Variable Height PCC Curb Over 6" CMB	30	LF	$ 80.00	$ 2,400.00	$ 125.00	$ 3,750.00	$ 300.00	$ 9,000.00	$ 110.00	$ 3,300.00
63	*Double Adjustment of Storm Drain Manhole Frame & Cover to Grade*	*5*	*EA*	$ 1,200.00	$ 6,000.00	$ 2,500.00	$ 12,500.00	$ 2,700.00	$ 13,500.00	$ 2,231.09	$ 11,155.45
64	*Relocate Existing Street Light Pole*	*6*	*EA*	$ 10,000.00	$ 60,000.00	$ 25,000.00	$ 150,000.00	$ 13,000.00	$ 78,000.00	$ 15,000.00	$ 90,000.00
				TOTAL $	$ 6,361,369.00		$ 6,202,125.00		$ 6,748,465.00		$ 8,238,154.45

ADDITIVE ALTERNATE BID ITEMS

				ENGINEER'S ESTIMATE		SEQUEL CONTRACTOR INC		SULLY-MILLER CONTRACTING CO.		ALL AMERICAN ASPHALT	
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1	Furnish and Install Northport Embedded Steel Bollard With Concrete Footing	67	EA	$ 3,500.00	$ 234,500.00	$ 2,400.00	$ 160,800.00	$ 2,800.00	$ 187,600.00	$ 3,800.00	$ 254,600.00
A2	*Remove Existing and Construct New Parklets*	*32*	*EA*	$ 28,000.00	$ 896,000.00	$ 40,500.00	$ 1,296,000.00	$ 42,500.00	$ 1,360,000.00	$ 26,000.00	$ 832,000.00
A3.1	Remove Existing and Install New Pedestrian Heads at Signalized Intersections	69	EA	$ 2,340.00	$ 161,460.00	$ 550.00	$ 37,950.00	$ 650.00	$ 44,850.00	$ 1,600.00	$ 110,400.00
A3.2	Remove Existing and Install New Pedestrian Push Buttons at Signalized Intersections	69	EA	$ 960.00	$ 66,240.00	$ 700.00	$ 48,300.00	$ 800.00	$ 55,200.00	$ 1,200.00	$ 82,800.00
				TOTAL $	$ 1,358,200.00		$ 1,543,050.00		$ 1,647,650.00		$ 1,279,800.00
				AWARD OF PROJECT $	**7,719,569.00**		**$ 7,745,175.00**		**$ 8,396,115.00**		**$ 9,517,954.45**

DEDUCTIVE BID ITEMS

				ENGINEER'S ESTIMATE		SEQUEL CONTRACTOR INC		SULLY-MILLER CONTRACTING CO.		ALL AMERICAN ASPHALT	
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
7	DEDUCT Cold Mill AC Pavement, 2.5" Depth	314,000	SF	$ (0.60)	$ (188,400.00)	$ 0.90	$ (282,600.00)	$ (0.70)	$ (219,800.00)	$ (0.56)	$ (175,840.00)

8	DEDUCT Construct 2.5" ARHM-GG Pavement Overlay	5,360	TON	$	(150.00)	$	(804,000.00)	$	142.00	$	(761,120.00)	$	(150.00)	$	(804,000.00)	$	(0.72)	$	(3,859.20)
7A	ADD Cold Mill AC Pavement, 3" Depth	314,000	SF	$	0.70	$	219,800.00	$	1.25	$	392,500.00	$	0.80	$	251,200.00	$	1.50	$	471,000.00
8A	ADD Construct 1" AC Pavement (Type B-PG 64-10) Base Course	2,140	TON	$	150.00	$	321,000.00	$	168.00	$	359,520.00	$	145.00	$	310,300.00	$	168.00	$	359,520.00
8B	ADD Construct 2" ARHM-GG Pavement Overlay	4,280	TON	$	150.00	$	642,000.00	$	178.70	$	764,836.00	$	143.00	$	612,040.00	$	155.00	$	663,400.00
					TOTAL $	$	190,400.00			$	473,136.00			$	149,740.00			$	1,314,220.80

NOTICE OF EXEMPTION

TO:	County Clerk/Registrar-Recorder County of Los Angeles Environmental Filings 12400 E. Imperial Hwy Norwalk, CA 90650	**FROM:**	Public Works Department City of South Gate 8650 California Avenue South Gate, CA 90280-3075

Project Title and Location (including county):

The Tweedy Mile Complete Streets Project, City Project No. 614-ST is located Dearborn Avenue to Dorothy Avenue, South Gate, CA 90280, County of Los Angeles.

Project Description: The Project proposes to enhance pedestrian, bike and motorist safety, implement traffic calming measures and address issues of deferred maintenance. Proposed improvements include high visibility crossing enhancements and corner bulb-outs at 11 intersections, parklets, in-roadway warning lights at four uncontrolled student crossings, traffic signal improvements for pedestrian safety, ADA ramp upgrades, paver restoration, and road rehabilitation from Dearborn Avenue to Dorothy Avenue.

Name of Public Agency Approving Project:
City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☒ Categorical Exemption: Section: 15301 Class: 1(c)
- ☐ Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:
This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(c) under alternation for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and) with negligible or no expansion of use.

Lead Agency Contact Person and Phone Number:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

	Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works	
Signature	**Printed Name and Title**	**Date**

Item No. 6

Office of the
South Gate City Clerk

JUL 03 2024
FILED
9:30aM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **Public Works**

Department Director: _____ ***City Manager:*** _____ FOR REB HOUSTON
Arturo Cervantes *Rob Houston*

SUBJECT: AGREEMENT WITH GANNETT FLEMING, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NOS. ATPL-5257(039)

PURPOSE: To award a construction management services agreement for the Tweedy Mile Complete Streets Project ("Tweedy Mile Project"). The project is scheduled to start construction in August of 2024.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an agreement with Gannett Fleming, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the Tweedy Mile Complete Streets Project, City Project No. 614-ST in an amount not-to-exceed $551,900;
b. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The proposed agreement is in the amount of $551,900, and it will be funded with $177,060 from the Active Transportation Program Cycle 6 Grant Funds, $100,000 in Prop C Funds and $274,840 in SB1 Funds.

ANALYSIS: The Tweedy Mile Project is in the Capital Improvement Program. Design has been completed, construction bids have been received, and start of construction is planned in August 2024. Construction may be completed in either 180 or 145 working days, as selected by the City Council. The Department of Public Works, Engineering Division, needs a construction management services consultant to oversee construction and inspection of the Tweedy Mile Project. It requires hundreds of hours of effort to manage and inspect beyond the capacity of the Engineering Division. A Request for Proposal ("RFP") was issued for construction management services, and Gannett Fleming, Inc. ("Gannett") was the highest ranked consultant. The fee proposal received was negotiated from $624,964 to $551,900. Fee adjustments were made to "right-size" the fee to the needs of the Project. The negotiated fee proposal of $551,900 is

reasonable and within the acceptable industry standards for construction management services.

The proposed contract amount of $551,900 is the service fee needed to manage construction of the project with a 180-working day completion schedule. If the Council elects to award a construction contract based on a 145-day completion schedule, then the proposed contract amount may be reduced by approximately $37,000. Cost savings are not higher, because Gannett would incur additional costs such as due to longer work days and overtime.

BACKGROUND: The Project is a part of the Capital Improvement Program. It proposes safety, traffic circulation, landscaping and greening and beautification improvements for Tweedy Boulevard, from Dearborn Avenue to Dorothy Avenue. The vision for Tweedy Boulevard is to transform the corridor into an attractive urban environment with a diverse mix use. These elements have safety, transportation, beautification, and quality of life benefits.

A construction agreement is scheduled to be awarded by the City Council on July 9, 2024. As such, an agreement for construction management and inspection services is now necessary. Staff recommends awarding an agreement to Gannett to manage the construction activities under the Tweedy Mile Complete Streets Project.

On April 15, 2024, the RFP was released electronically through Planetbids, published on the City's website, and advertised in trade journals. On May 9, 2024, six (6) proposals from perspective consultants were submitted to the City Clerk's Office. A panel comprised of three members (City Traffic Engineer, Principal Engineer and Senior Engineer) reviewed and short-listed proposals and interviewed the top three consulting firms. This qualification-based selection process weighed several factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues. Based on the criteria, Gannett received the highest ranking from the panel.

Gannett Fleming, Inc., provides the following benefits to the Project:

- **Experienced Consulting Firm** - Gannett is a civil engineering firm established in 1915 with several hundred employees. Gannett specializes in the provision of construction management construction inspection, plan review, project management, and other civil engineering services. Gannett has successfully delivered similar projects for cities such as South Gate, Pico Rivera and City of Los Angeles.

- **Qualified Staff** - The selected construction manager is a registered Civil Engineer and Qualified SWPPP Practitioner. He has more than 30 years of construction industry experience in the transportation field which includes work associated with grade separations, freeway interchanges, major urban arterial improvements, freeway replacement, and capital improvement projects. The construction inspector has 32 years of experience as a Senior Public Works Inspector for a wide range of projects, with a significant amount of public works construction observation and special inspection experience.

- **Negotiated Competitive Fees** - Gannett submitted an original fee proposal of $624,964, which was negotiated to $551,900 and includes a total of 2,138 hours of service for the 9-

month construction schedule.

The proposed Agreement offers the services needed for construction including administration, construction management, inspection, labor compliance, materials testing and utility coordination.

Construction is scheduled to begin in August 2024.

ATTACHMENTS: A. Proposed Agreement
B. Location Map
C. Budget Summary

JL:lc

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NO. ATPL-5257 (039), BETWEEN THE CITY OF SOUTH GATE AND GANNETT FLEMING, INC.

This Agreement for Construction Management and Inspection Services ("Agreement") is made and entered into on July 9, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Gannett Fleming, Inc., a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for Tweedy Mile Complete Streets Project, City Project No. 614-ST ("Project");

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the professional services described in the Proposal attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF WORK OR SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Proposal as described in Exhibit "A." attached hereto and made a part of this Agreement. The Proposal may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Five Hundred Fifty-One Thousand Nine Hundred Dollars ($551,900)** as described in Exhibit "B." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager /Director of Public Works.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

   2.2 Consultant shall submit to City a monthly invoice for services rendered included in

Exhibit "A." City shall pay Consultant within forty-five (45) days of receipt of the invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of July 9, 2024, and will remain in effect for a period of two (2) years from said date or until Project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager /Director of Public Works has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 **Termination for Cause.**

6.2.1 City may, by written notice to Consultant, terminate the whole or any part

of this Agreement in any of the following circumstances:

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County, and City governments.

Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 **Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
b. Name and list as additional insured City, its officers, and employees.
c. Specify its acts as primary insurance.
d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change."
e. Cover the operations of Consultant pursuant to the terms of this

Agreement.

6.6 **Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 **Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 **Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

6.8.1. Consultant shall be an independent Consultant and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City.

Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of the Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.9.4 Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 **Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

6.13 **Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

6.14 **Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 **Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 **Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any

default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorney's Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 Entire Agreement and Amendments. This Agreement, including Exhibits "A" and "B" hereto, which are incorporated herein by this reference, constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org
Telephone No. (323) 563-9567

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze
City Clerk
City Clerk's Office
8650 California Avenue
South Gate, CA 90280
E-mail: yglaze@sogate.org
Telephone No. (323) 563-9511

TO CONSULTANT:
Ed Durazo, CCM, Vice President
Gannett Fleming, Inc.
1730 W. Cameron Ave, Suite 219
West Covina, California 91790
Email: edurazo@gfnet.com
Telephone No. (626) 926-1568

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

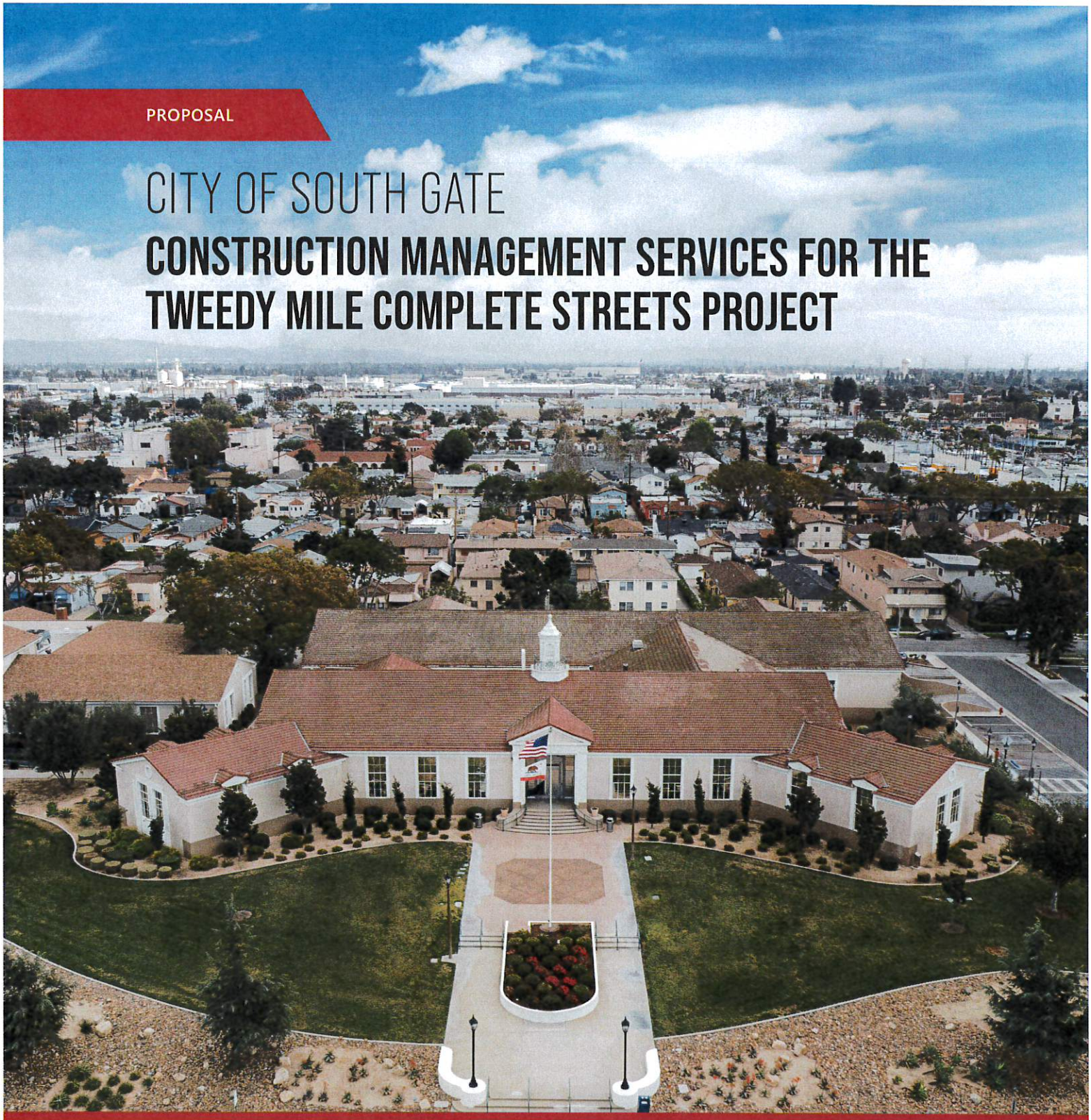
APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

GANNETT FLEMING, INC.:

By: _____
Edward Durazo, CCM, Vice President

Dated: _____



PROPOSAL

CITY OF SOUTH GATE

CONSTRUCTION MANAGEMENT SERVICES FOR THE TWEEDY MILE COMPLETE STREETS PROJECT

CITY PROJECT NO. 614-ST,
FEDERAL PROJECT NO. ATPL 5257 (039)

MAY 2024

GANNETT FLEMING

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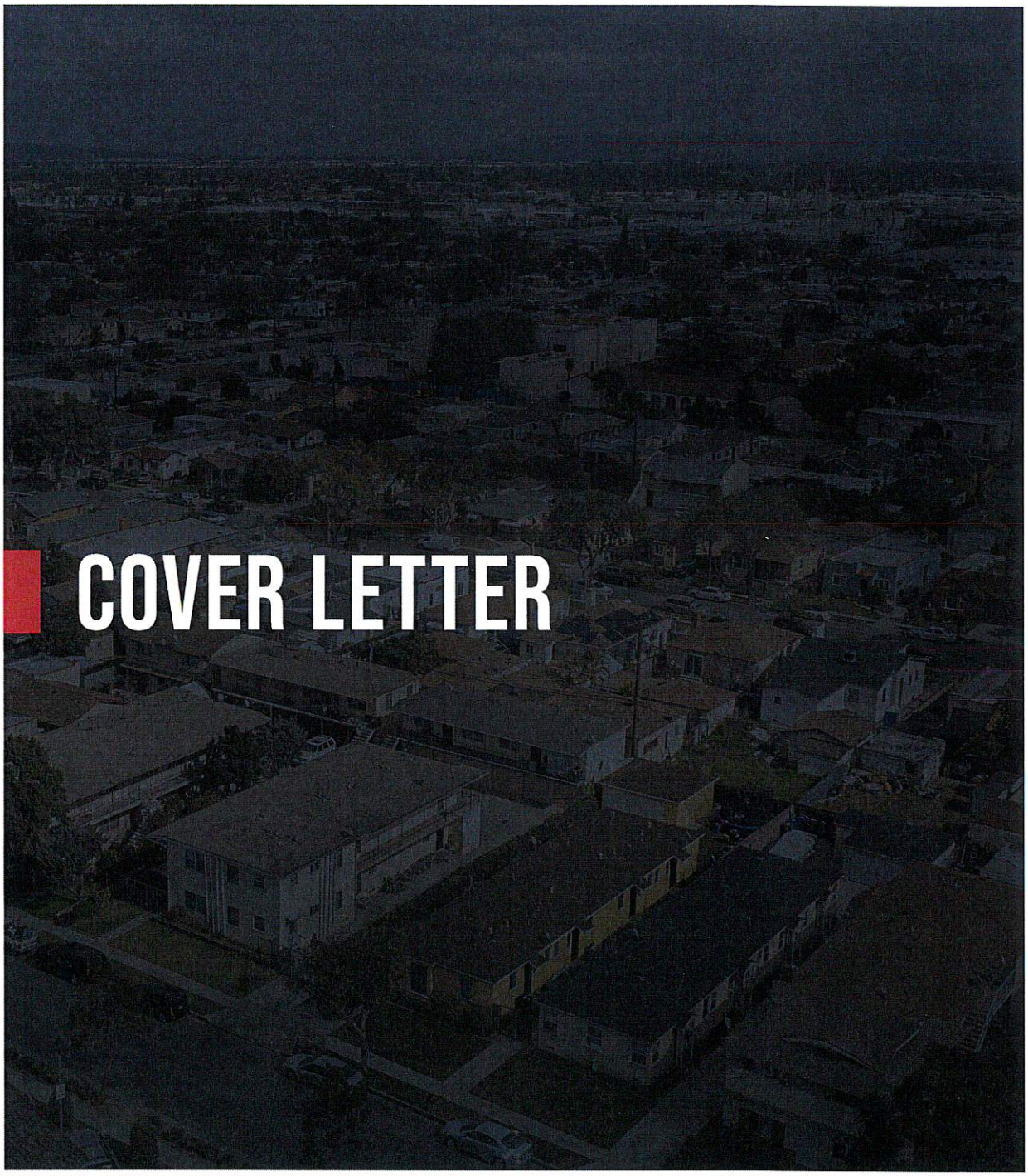


COVER LETTER

GANNETT FLEMING

May 9, 2024

City Clerk's Office
Attn: Arturo Cervantes, PE
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280

GANNETT FLEMING

CONSTRUCTION MANAGEMENT SERVICES FOR THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NO. ATPL 5257 (039)

Dear Mr. Cervantes:

As Tweedy Boulevard is a main arterial that experiences high volumes of motorist and pedestrian traffic, the City of South Gate needs a qualified team of professionals to manage the construction of this infrastructure and landscape improvement project. With this in mind, the **Gannett Fleming, Inc. (Gannett Fleming)** team offers several differentiators that make us the best qualified firm to represent the City:

Proven performance and no learning curve. Highly competent **Construction Manager Steve Quezada, PE, QSP,** brings demonstrated capability and expertise in working as an extension of City of South Gate staff for projects including Long Beach Boulevard Green Street Improvements and the Garfield Avenue Complete Street Improvements.

We are knowledgeable about your concerns. These include traffic control; safety for pedestrians, motorists, and cyclists; maintaining business access; effective public relations; and cost-effectiveness.

Experienced, flexible team for your fast-paced project. Our entire team, especially our Construction Manager, understands City's standards, procedures, and requirements, and is familiar with stakeholders from our previous experience.

Leading the Gannett Fleming team, Steve has more than 31 years of experience in the transportation field which includes major urban arterial widening and improvements, utility relocations, signal installation, and capital improvement projects. Steve brings proven results from managing current and past projects for the City of South Gate, including more than 15 new and upgraded traffic signal installations. With vast knowledge and experience working with the City, Steve is ready to lead the team immediately to deliver another successful project.

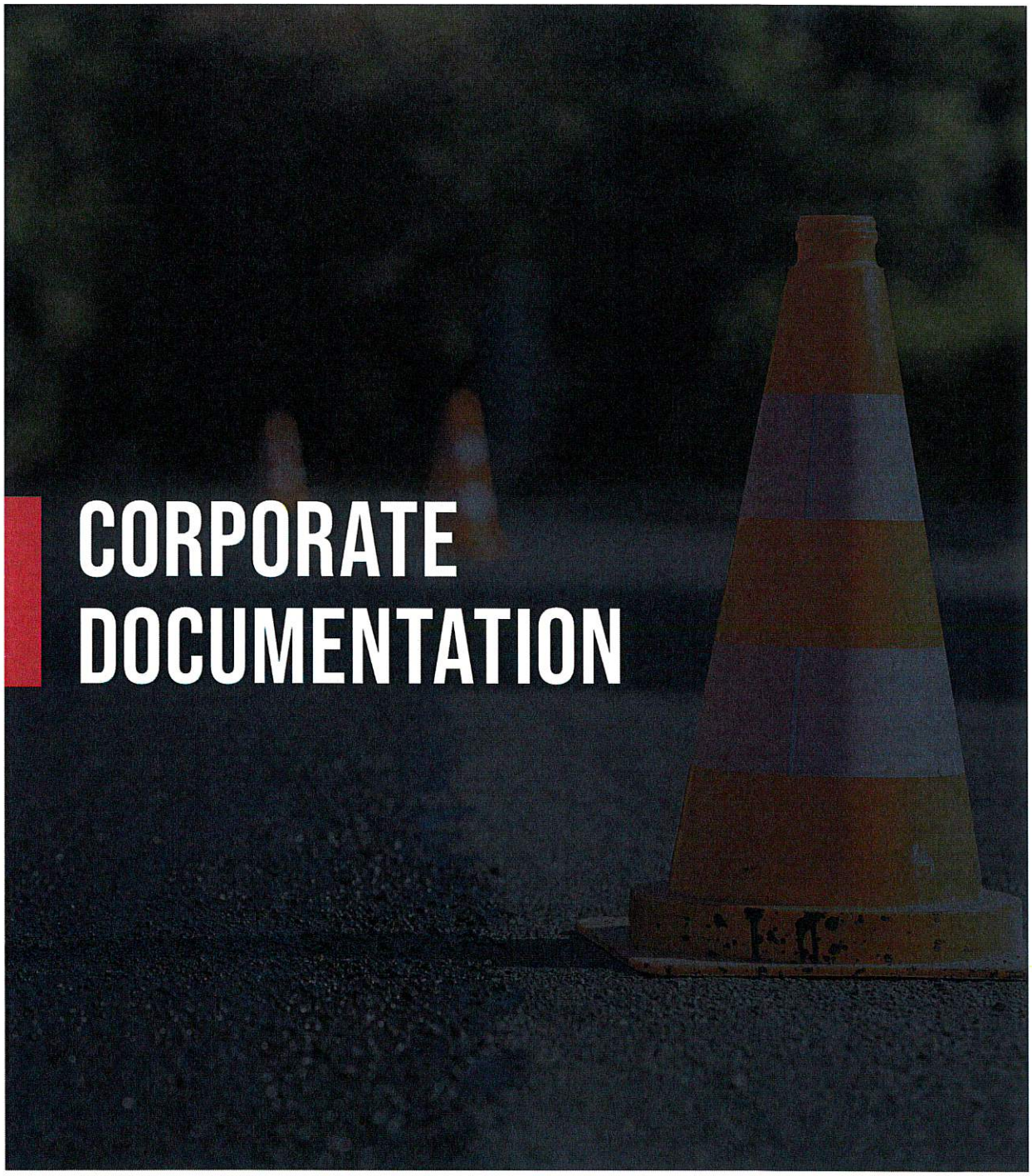
Gannett Fleming has not been the subject of any legal investigation by County, State, and/or Federal agencies within the last 5 years. We are willing to execute the contract and do not set forth any exceptions to the contractual requirements. Steve will be your point of contact during the proposal process and may be reached at 909.215.5788 or at squezada@gfnet.com.

At the end of the day, we know that you are looking for staff that can become a part of your team and intertwine with City staff, driving success and innovation. I may be reached via mobile at 626.926.1568, or email at edurazo@gfnet.com should you have any questions.

Sincerely,
GANNETT FLEMING, INC.

Ed Durazo, CPM
Vice President, Regional Manager Southern California

15345 Fairfield Ranch Rd., Suite 140 | Chino Hills, CA 91709 | 626.926.1568 | www.gannettfleming.com



CORPORATE DOCUMENTATION

GANNETT FLEMING

SECTION 1

CORPORATE DOCUMENTATION

ORGANIZATIONAL STABILITY

Gannett Fleming, incorporated in Delaware in 1989, has been in business since 1915, illustrating our long-term stability as a firm. With more than a century of experience and 3,000 employees nationwide, we have 650+ construction management and inspection professionals and more than 700 registered professional engineers on staff. Our firm has the depth of staff and breadth of experience to provide our clients with integrated services on projects of any size. The diverse expertise of our staff allows us to draw on specialized personnel to meet unique project requirements.

Throughout our history, we have successfully completed thousands of assignments across the country. In the last 10 years, Gannett Fleming has increased revenue from about $286 million to over $775 million. We have provided engineering services, program management, construction management, and inspection services for projects in excess of $4 billion in construction value.

Our long-term stability as a firm has allowed Gannett Fleming to attract and retain top industry talent who value our stability and share our commitment to customer service. We have a successful track record attracting and retaining top talent to maintain continuity of quality service by highly competent staff. This is due in large part to our active engagement with employees, alignment of career opportunities with employee interests, and a commitment to employee development.

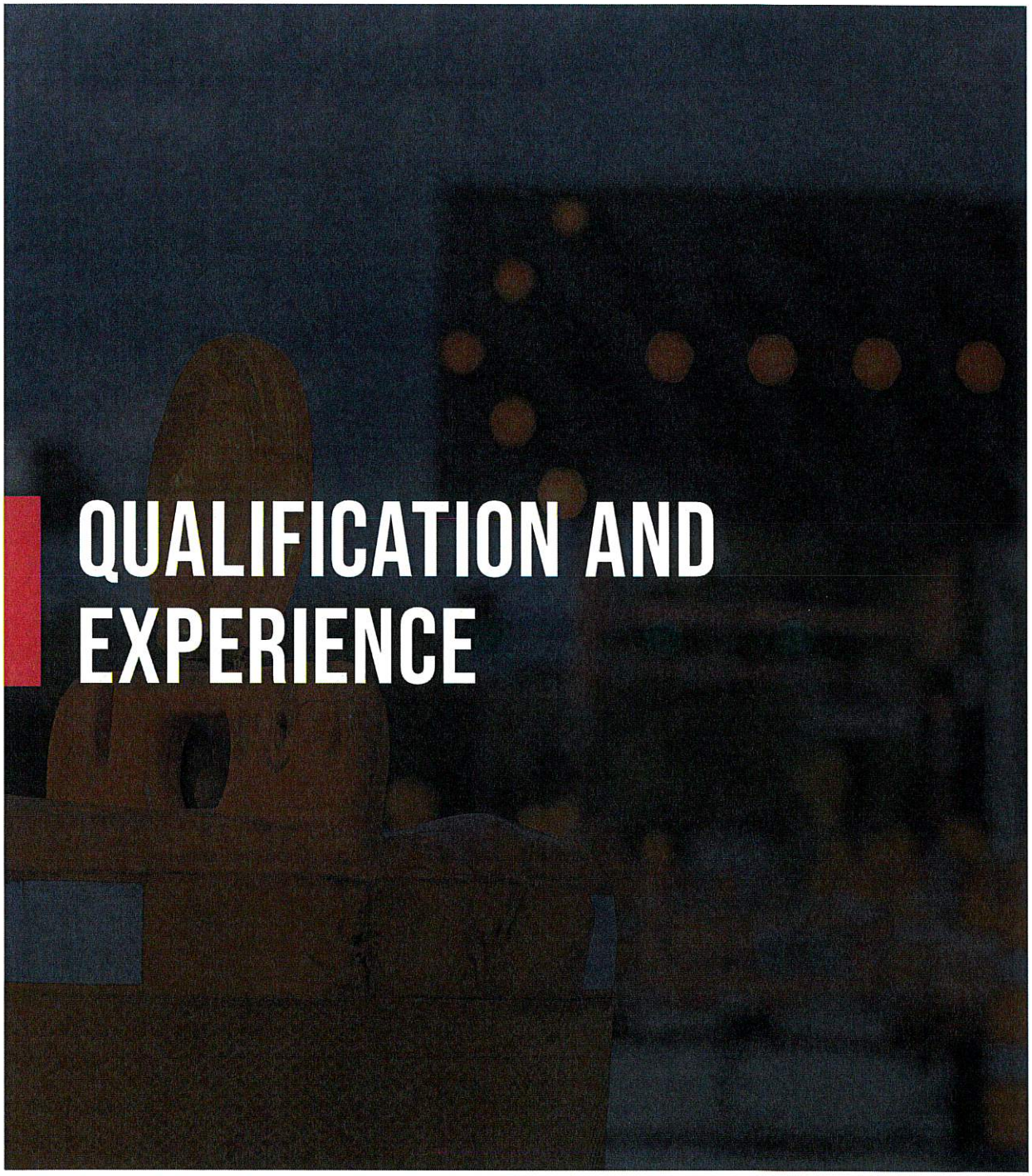
The personnel we have proposed for your project have diverse backgrounds in different types of capital improvement and development projects, which offers a plethora of technical knowledge available to the City of South Gate.

> The stability in our team allows Gannett Fleming to leverage its previous experience working with the City, providing continuity in our understanding of the City's needs and in our ability to ensure those needs are fully met.

In addition, Gannett Fleming maintains a pool of qualified inspectors who work on an as-needed basis plus a pool of qualified candidates who provide the additional "bench strength" when needed. We routinely receive and review updated staffing availability and maintain a teamwide availability report, thereby allowing us to provide staffing candidates with little notice. With this report, we can easily match an individual's skills and experience with our client's needs.

Financial Stability

Gannett Fleming is financially stable and has the necessary financial resources to provide the services required for this project. Our latest audited consolidated balance sheet, as of December 31, 2022, reflects total assets of $645 million, working capital of $59 million, and stockholders' equity of $216 million. In addition, we maintain revolving credit facilities at PNC Bank NA totaling $60 million, which are available for borrowing and for letters of credit in support of performance obligations and advance payments on contracts.



QUALIFICATION AND EXPERIENCE

GANNETT FLEMING

SECTION 2

QUALIFICATIONS AND EXPERIENCE

OUR TEAM

The City's contract will require a construction management team that has worked successfully on similar projects, is technically knowledgeable, can integrate seamlessly with City staff, and has the right personalities and approach to proactively and sensitively address any concerns. Moreover, the construction management team needs to be flexible, proactive, and cost-effective. Equally important, effective communication with residents and businesses will be essential on this project.

Gannett Fleming has assembled a local, responsive team with exceptional qualifications to meet the City's needs and to enhance its transportation infrastructure. Our technical expertise, combined with the personal attention that Gannett Fleming provides for each project, results in unparalleled service, reduced costs, and expedited project delivery. Our team offers all the technical knowledge and project management skills required to respond quickly and successfully deliver. Additionally, our personnel bring an in-depth understanding of Caltrans and City requirements and procedures, with ample resources and knowledge to complete this project.

We are proud of the relationships our team has developed with City staff on current and past projects, and look forward to continuing this relationship. Through our work on the City's similar projects Long Beach Boulevard Green Street Improvements and the Garfield Avenue Complete Street Improvements, our team offers a strong knowledge of public agency procedures and requirements. **We have demonstrated experience working as an extension of City staff and providing turn-key services with minimal direction.**

Our QUALIFIED PERSONNEL offer the experience and expertise necessary to meet all required scope of services for the City of South Gate.

DRIVEN | KNOWLEDGABLE | TRUSTED ADVISORS | EXPERIENCED | LOCAL RESOURCES | AVAILABLE

Project Organization

Our team was assembled to provide the City with all the resources needed to perform this work in a timely and efficient manner and at the highest quality standards. Our proposed team is organized to provide consistency, eliminate redundancy, and maximize efficiency. We will leverage the knowledge from past projects to overcome construction challenges and successfully complete this project. The organization chart below outlines the structure of our proposed team.

Beginning on the next page are brief summaries of our project team members that highlight their experience and qualifications. Resumes are provided in the Appendix.

Jose Loera, TE

Principal-In-Charge
Ed Durazo, CPM

Construction Manager
Steve Quezada, PE, QSP

SUPPORT TEAM

Labor Compliance	Construction Inspection	Materials Testing
Chia-Chi Wang, PE, PMP, QSD (DESI)	Warren Williams Remi Nunez *(Back Up)*	Amir Ghavibazoo, PhD (TW) Eddie Perez (TW)

LEGEND
(DESI) - Dynamic Engineering Services, Inc.
(TW) - Twining, Inc.

Identification of Principal Staff Members and Availability

ED DURAZO, CPM
PRINCIPAL-IN-CHARGE

Summary of Qualifications and Experience

Ed has more than 30 years of experience providing services for transportation and water/wastewater related projects – having provided services in the capacity of contractor, project/construction manager, contract manager, and QA/QC oversight. He brings an active commitment to quality standards and continuous improvement, and an effective leadership style to all projects with results his clients rely on. Ed has served as the Principal-in-Charge on the City's Long Beach Boulevard Green Street Improvements and the Garfield Avenue Complete Street Improvements projects.

- ***Project Availability:*** 100%

STEVE QUEZADA, PE, QSP
CONSTRUCTION MANAGER

Summary of Qualifications and Experience

Steve has more than 31 years of construction industry experience in the transportation field, which includes work associated with major urban arterial improvements, capital improvement projects, grade separations, and freeway interchanges. He has a Bachelor of Science in Civil Engineering from the California State University. Steve has provided turn-key services to the City and has worked as an extension of City staff, serving as Construction Manager for the City's Long Beach Boulevard Green Street Improvements and the Garfield Avenue Complete Street Improvements projects. Steve also served as Resident Engineer for various similar intersection and roadway projects for the City. He brings an in-depth understanding of public agency procedures and requirements, as well as construction management and resident engineering services for grinding and overlaying and ADA ramp construction projects.

- ***Project Availability:*** 100%

WARREN WILLIAMS
CONSTRUCTION INSPECTOR

Summary of Qualifications and Experience

Warren has more than 40 years of experience in public works construction that includes serving in management roles with several cities, functioning as a consultant inspector, and working as a contractor. He has provided services that include construction inspection and supervision, scheduling, estimating, contract change order management, contractor payment approval, budget management, public relations, and permitting. Warren has served as a Construction Inspector for the City's Long Beach Boulevard Green Street Improvements project.

- ***Project Availability:*** 100%

REMI NUNEZ
BACK UP CONSTRUCTION INSPECTOR

Summary of Qualifications and Experience

Remi has 41 years of experience in the public works industry providing inspection services on pavement rehabilitation; sidewalks, driveways, water main and service installations; curbs and gutters, retaining walls, street excavation and patchwork; drainage facilities, landscape irrigation, traffic signal installations, street lighting systems; street painting; and street and traffic sign installations. He has provided inspection for the City of Cypress and City of Fontana.

- ***Project Availability:*** 100%

Subconsultants

As Construction Manager, Steve will meet regularly with our subconsultants to discuss project goals, communicate/confirm project progress, and promote team building. He will also routinely perform QA/QC reviews and reasonableness checks of their work. Steve will establish schedule, scope and fee commitments from all our subconsultants.

Dynamic Engineering Services, Inc. (DESI) will provide labor compliance. Founded in 2008, DESI is a professional construction management firm located in the City of Corona. DESI has provided construction management services to local agencies specializing in construction management, contract administration, and quality assurance inspection services for transportation related improvement projects. DESI's expertise includes labor compliance monitoring and prevailing wage enforcement, traffic signal, street and highway lighting, fiber optic communication, and CCTV systems coordination and inspection. DESI is a Certified Small Business Enterprise (SBE), Women-Owned and Minority Business Enterprise (W/MBE), Disadvantaged Business Enterprise (DBE), and Underutilized Business Enterprise (UDBE).

CHIA-CHI WANG, PE, PMP, QSD (DESI)

LABOR COMPLIANCE

Chia-Chi has more than 34 years of construction management experience, including expertise in labor compliance monitoring and prevailing wage enforcement. Her experience includes verifying employee Certified Payroll rates with DIR Rate Determination for each classification and Employee Interview Reports; and verifying contractors submit Certified Payroll Reports to the DIR eCPR website and all contractors working on a project are registered with DIR.

TWINING Twining, Inc. (Twining) will provide materials testing services. Established in 1898 and headquartered in Long Beach, Twining has seven state-of-the-art laboratories and 150+ inspectors, more than 80 percent holding multiple inspection certifications in various aspects of construction, and the resources to staff every project with experienced and professional inspection personnel. In early 2022, Twining was selected to provide materials testing and inspection for the City of South Gate's SGPD Fuel Station Project. During construction, Twining provided concrete testing and inspection, reinforced steel and in-field sampling, field density testing, anchor and dowel installation inspection, and pull/torque testing. Twining prepared final materials testing documents and final materials testing document review after construction.

AMIR GHAVIBAZOO, PHD (TWINING)

MATERIALS TESTING

Amir is Twining's Director of Asphalt Engineering and Pavement Design and has more than eight years of experience in the industry. He works closely with cities statewide to develop unique and specialized mix designs, pavement construction inspections, and pavement design solutions.

EDDIE PEREZ (TWINING)

MATERIALS TESTING

Eddie brings more than 11 years of technical expertise as a public works construction and quality assurance manager. He serves as the client's eyes and ears on public works construction. He routinely attends construction progress meetings with public agency officials and contractors and reviews and ensures adherence to construction plans and project specifications. His experience encompasses all aspects of public works construction with particular emphasis on roadway projects.

Experience on Similar Projects

Gannett Fleming's team consists of highly qualified individuals familiar with the range of services related to the scope of work. By selecting our team, the City of South Gate will benefit from professionals who bring a proven history of efficiently and effectively managing comparable scopes of work; a staff with multiple years of experience managing and inspecting construction projects of all sizes and degrees of complexity; and a work environment that embraces innovation and the adoption of cutting-edge technology as it relates to changing methodology of inspection and documentation.

Our team is fully qualified and experienced in delivering the full scope of services, including construction management, construction observation/inspection, contract administration, utility coordination, labor compliance, and project close-out services.

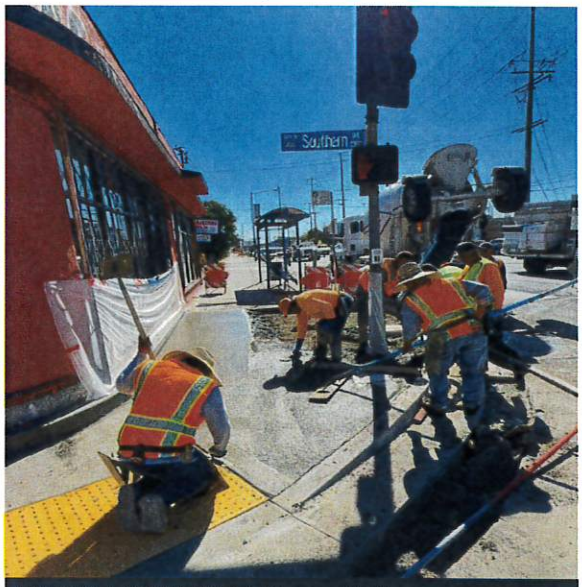
Familiarity/Experience with Standards, Procedures, and Requirements

Our team brings extensive experience working for and with various state and local agencies, including the City and Caltrans District 7. We have experience with and understand Caltrans practices, regulations, policies, procedures, manuals, and standards, including compliance with Federal Highway Administration requirements, and City standards. For federally funded projects, our team is well versed in the Caltrans Local Assistance Procedures Manual (LAPM). The projects that our team members have managed have all passed local assistance audits and secured reimbursement of local agency funds.

Our team also offers experience identifying potential claims issues, reviewing claims for merit, documenting, making recommendations, and implementing procedures for reducing the likelihood of disputes and claims. We are able to assist in the resolution of disputes.

LONG BEACH BOULEVARD GREEN STREET IMPROVEMENTS

City of South Gate | South Gate, CA



CLIENT CONTACT: Kenneth Tang, 323.563.9574, ktang@sogate.org, 8650 California Ave., South Gate, CA 90280
COMPLETION: Ongoing/On-time (2024)
COST: $7.5M
STAFF: Steve Quezada; Warren Williams; Ed Durazo

Gannett Fleming is providing construction management and inspection services for Long Beach Boulevard Green Street Improvements, which consists of roadway paving (asphalt and Portland cement concrete), striping, raised median island with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, decorative concrete, concrete bus pads, concrete cross gutters, tree wells, new signs and posts, channelizers, utility adjustments, bioswales, and ADA improvements. Services include contract administration, construction management, inspection, utility coordination, labor compliance, support for the City in providing public outreach, geotechnical and material testing services, and project close-out services.

GARFIELD AVENUE COMPLETE STREET IMPROVEMENTS

City of South Gate | South Gate, CA

CLIENT CONTACT: Elias Saikaly
323.563.9581, esaikaly@sogate.org,
8650 California Ave., South Gate, CA 90280
COMPLETION: Ongoing/On-time (2024)
COST: $5.2M
STAFF: Steve Quezada; Ed Durazo

Gannett Fleming is providing construction management and inspection services for Garfield Avenue complete street improvements, which consists of roadway paving, striping, raised median island with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches, and other hardscaping.

Services include contract administration, construction management, inspection, utility coordination, labor compliance, support for the city in providing public outreach, geotechnical and material testing services, and project closeout services.

INTERSTATE-215/PLACENTIA AVENUE INTERCHANGE IMPROVEMENTS

Riverside County Transportation Commission (RCTC) | Perris, CA

CLIENT CONTACT: Hameed Al-Shawk, PE, 951.787.4015, halshawk@bec-riv.org,
4080 Lemon St., Riverside, CA 92501
COMPLETION: 2023
COST: $65M
STAFF: Steve Quezada; Ed Durazo

Gannett Fleming, as a subconsultant, provided construction advisory services to assist with contract change orders and claims and project close-out services. Previously, Steve Quezada while with a former firm served as PM/RE for the construction of this project involving a new interchange at the I-215 and Placentia Avenue as the first phase of the Mid County Parkway (MCP) project. MCP is a 16-mile transportation corridor designed to relieve local and regional traffic congestion in the San Jacinto and Perris areas, and surrounding Riverside County communities.

The project included:

- Widening of the south sides of the existing 4-lane overcrossing and overhead structures.
- New on- and off -ramps.
- Realignment of Placentia and East Frontage Road intersection.
- Demolition of the existing south side of both bridges, installation of CIDH piles, cast-in-place prestressed box girder bridge, and precast slab girder and cast-in-place slab bridge.
- New traffic signals, new street lighting, drainage work, two detention basins, and curb, gutter and sidewalk.

PASSONS BOULEVARD GRADE SEPARATION PROJECT (BNSF)

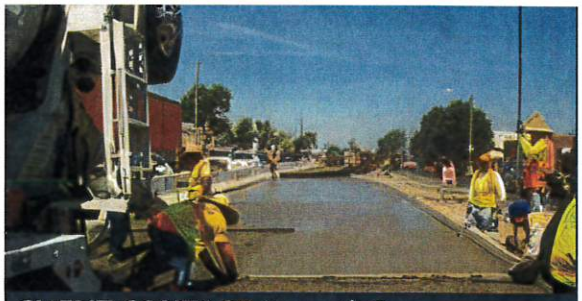
City of Pico Rivera | Pico Rivera, CA

CLIENT CONTACT: Jose Loera, 323.563.9578, jjloera@sogate.org, 8650 California Ave., South Gate, CA 90280
COMPLETION: 2013
COST: $43M
STAFF: Steve Quezada

Steve Quezada provided project management and construction management services for this $43M grade separation improvement project consisting of the construction of a steel girder beam with reinforced concrete deck underpass structure for Passons Boulevard; extensive utility relocations; roadway reconstruction and new alignment; and placement of a two-track, shoo-fly railway configuration, and railroad coordination. This work also consisted of demolition and removal of structures. Duties also included assisting the City with pre-construction services including the E76 document; a bid ability/constructability review; utility coordination for relocations; final plans and specifications coordination with the design team; and also community outreach services.

TRUCK IMPACTED INTERSECTION IMPROVEMENTS AT FIRESTONE BOULEVARD AND RAYO AVENUE

City of South Gate | South Gate, CA



CLIENT CONTACT: Kenneth Tang, 323.563.9574, ktang@sogate.org, 8650 California Ave., South Gate, CA 90280
COMPLETION: 2015
COST: $5M
STAFF: Steve Quezada

Steve Quezada provided project and construction management services to oversee roadway improvements that included the replacement of the existing asphalt concrete pavement with Jointed Plain Concrete Pavement over Hot Mix Asphalt. Work also included removing the existing raised median on Firestone Boulevard west of Rayo and construction of a new raised median. Project construction included construction of sidewalks, ADA improvements, signing, striping, traffic signal modification, cold milling of pavement and restoration of adjacent improvements. Associated street improvements on Firestone Boulevard and Rayo Avenue included curb and gutter and driveway construction, as well as sidewalk work along the west side of Rayo Avenue to the south encroached upon the Union Pacific Rail Road.

PHASE II ATLANTIC AVE. / FIRESTONE BLVD. TRAFFIC IMPROVEMENTS

City of South Gate | South Gate, CA

CLIENT CONTACT: Arturo Cervantes
323.563.9578, acervantes@sogate.org,
8650 California Ave., South Gate, CA 90280
COMPLETION: 2016
COST: $1M
STAFF: Steve Quezada

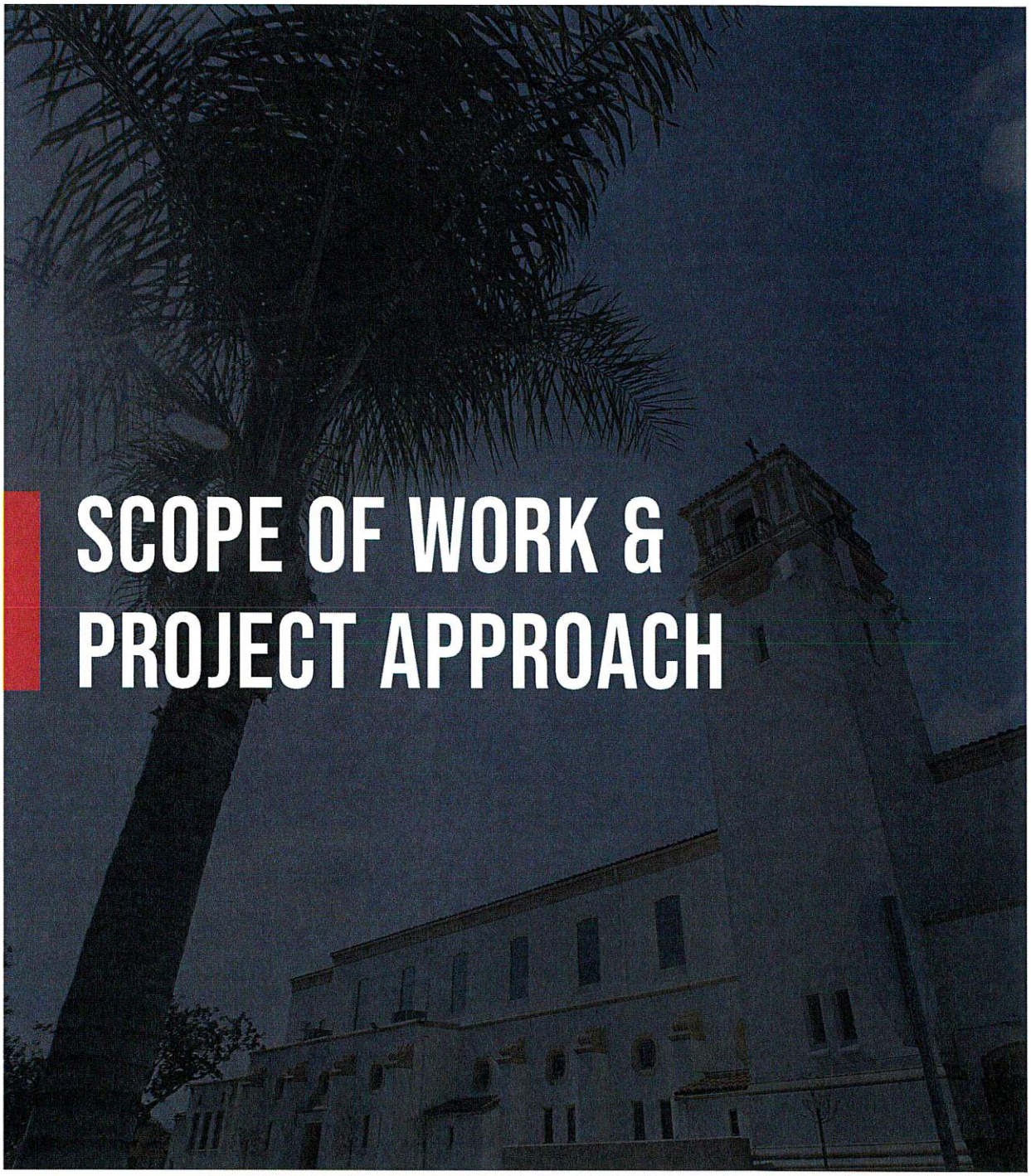
Steve Quezada provided construction management services as a subconsultant project at a railroad crossing. Pavement improvements included cold milling; hot mix asphalt paving; ARHM paving; new curb, gutters, ramps, and driveway approaches; signing and striping; and decorative sidewalk. Other work included adjusting manholes and valves, traffic signal modifications, installation of SIC, CCTV, and overhead signage, and railroad pre-emption with queue management plan. Landscape construction included irrigation and planting primarily along Firestone Boulevard at/near its intersections with Atlantic Avenue and Mason Street/ Firestone Place, as well as along Atlantic Avenue at/near its intersections with Azalea West and Salt Lake Avenue/ Patata Street.

SOUTH GATE HIGHWAY SAFETY IMPROVEMENTS, VARIOUS LOCATIONS

City of South Gate | South Gate, CA

CLIENT CONTACT: Arturo Cervantes
323.563.9578, acervantes@sogate.org,8650
California Ave., South Gate, CA 90280
COMPLETION: 2016
COST: $2M
STAFF: Steve Quezada

Steve Quezada provided project and construction management services for 6 existing traffic signal intersection modifications, and new sidewalk and handicap ramps at various locations. The work included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. The work involved extensive coordination with the City staff and contractor for lane closures and traffic signal shutdowns. Work was scheduled during the day and night time hours to alleviate impacts to the public.



SCOPE OF WORK & PROJECT APPROACH

GANNETT FLEMING

SECTION 3

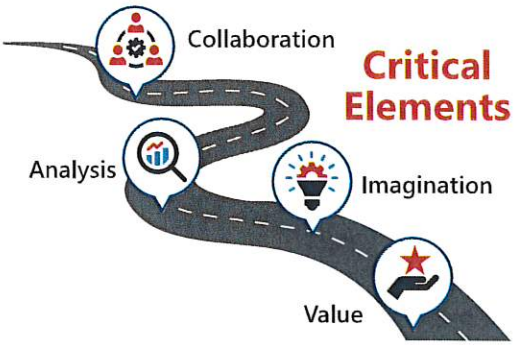
SCOPE OF WORK AND PROJECT APPROACH

Project Understanding

The Tweedy Mile Complete Streets Project is a multipurpose project implemented to enhance pedestrian, bicycle and motorist safety, traffic circulation, rehabilitation, and beautification on Tweedy Boulevard between Dearborn Avenue and Dorothy Avenue, including improvement of student-pedestrian safety at four intersections near Los Angeles Unified School District schools. Tweedy Boulevard is a busy arterial roadway serving over 25,000 cars a day and a high volume of pedestrians through a thriving shopping district. There are also several schools adjacent to Tweedy Boulevard.

The project encompasses the corridor of Tweedy Boulevard approximately 1 mile in length from Dearborn Avenue to Dorothy Avenue. The project consists of high visibility crossing enhancements and corner bulb-outs at 11 intersections, parklets, in-roadway warning lights at four uncontrolled student crossings, traffic signal improvements for pedestrian safety, ADA ramp upgrades, paver restoration, and road rehabilitation. The project also includes elements such as bike racks, bus shelters, way finding signs for Tweedy parking lots, trash receptacles, shade trees, and street furniture to encourage pedestrian and bicycle use.

The project will require full compliance with the processes and procedures contained in the LAPM and the Master Agreement with Caltrans which contains among other provisions, non-discrimination assurances. The Gannett Fleming team will bring the required knowledge and experience to prepare and provide all documentation required to facilitate prompt reimbursement of state and federal funds.



Challenges and Solutions

Key to the successful completion of Tweedy Mile Complete Streets Project will be effective communications and coordination of construction along with notifications to the business and residents along the Tweedy route.

During the construction phase, Gannett Fleming will communicate with local schools for safe passage of school children and all pedestrians through the construction zone and allow for timely passage of school buses, automobiles, emergency services and local deliveries to and from the businesses along the route. We will perform daily reviews of the contractor's traffic control, construction activities and operations to minimize conflicts.

We have identified the following key challenges and our corresponding solutions. The Gannett Fleming team brings extensive experience with similar challenges on previous projects.

Public Relations Traffic Handling During Construction

Much of the surrounding area on and around Tweedy Boulevard contains a mix of residential neighborhoods and commercial

businesses and restaurants. We have used open community forums to meet and answer questions, distributed flyers, and used other media to provide contact information to address community concerns and/or questions.

Using his typical proactive approach, Steve will meet with residents, business owners, nearby schools (Madison Elementary, Victoria Elementary, San Miguel Elementary, and Bryson Elementary), and those affected by this project to keep them informed throughout construction.

Steve's past experience working in the City of South Gate on the Garfield Avenue, Long Beach Boulevard and Truck Impacted Improvement projects and various traffic signal improvements projects, which were located adjacent to businesses, residences and multiple schools, included routinely visiting businesses, residents, and schools to notify them of upcoming work, construction progress and discuss any concerns they had, which provided the understanding that Steve was the single point of contact for the project. He will implement similar practices for this project.

Traffic Signal Coordination

Due to the construction of grinding and overlaying the roadway and ADA ramp construction, shifting of traffic will undoubtedly cause some backup to occur in and around the construction areas. It has been our experience working on roadway improvements to evaluate the existing traffic flow in surrounding areas adjacent to the project to best alleviate potential traffic impacts. On past projects, Steve has worked with the City's traffic engineers to increase green time for specific directions and reduce the queues that increase due to the work. This may have to be coordinated with other agencies such as City of Lynnwood, Huntington Park, and LA County.

Labor Compliance

The Gannett Fleming team has considerable experience maintaining records to verify the Contractor and its subcontractors comply with the wage and apprenticeship sections of the contract. We are experienced in performing labor compliance in accordance with State and Federal standards, specifically the LAPM and Community Development Block Grant (CBDG) requirements. Our team will provide all documentation regarding labor compliance on all daily reports, including employee names, labor classification, number of hours worked and equipment working on the project. Our inspectors will also conduct the required on the spot interviews noting these interviews on the appropriate EEO Interview form. In addition, the team will track and maintain logs to verify that the contractor submits certified payrolls and/or owner operator listings for the work and that all subcontractors or equipment rental companies associated with the project comply with the requirements as well. Additional documentation to be submitted includes fringe benefit statements, apprenticeship documentation, payroll deduction authorizations, and verify contractors skilled and trained workforce certifications and monthly skilled and trained workforce reports. Cross checking of all interviews, payrolls and wage rates will be done to determine compliance, including force account work to ensure names, classifications, and prevailing wage rates match. Posters, notices, and wage determinations will also be verified as posted on the job site. All violations will be dealt with immediately with necessary sanctions employed for any failure to submit payrolls or any noncompliance.

Biddability/Constructability Review

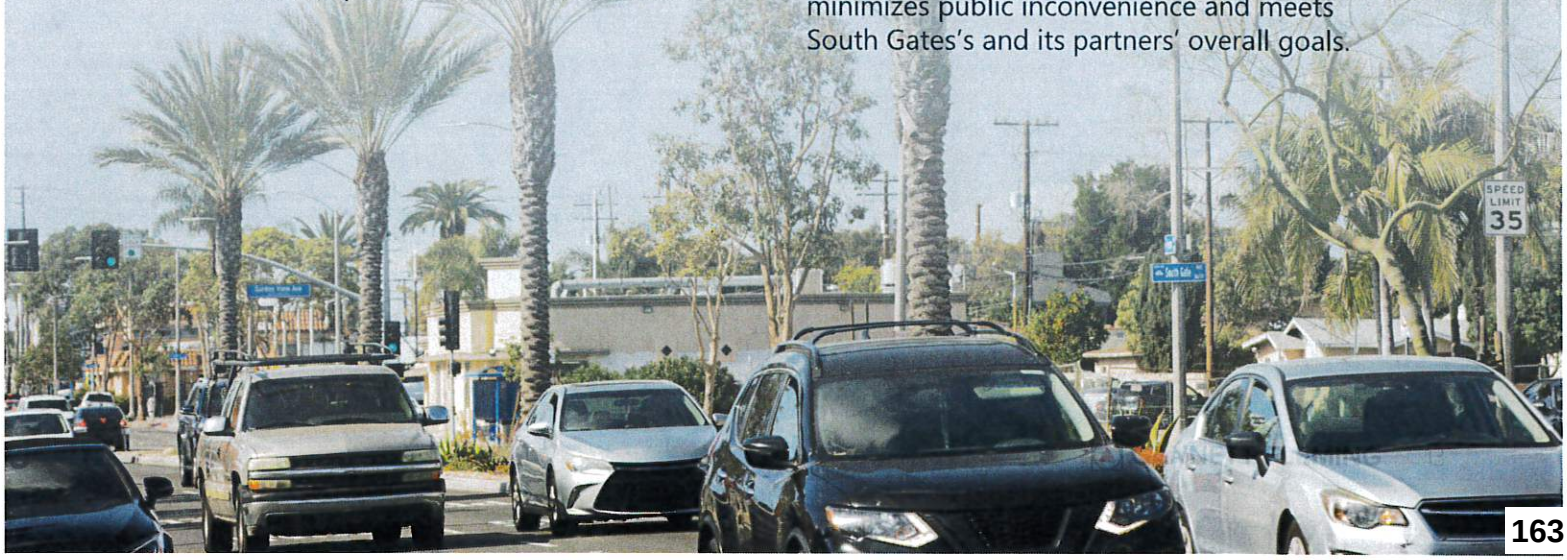
Our team has performed a preliminary review of the provided 95% plans and share our comments below.

1. The plans indicate reconstruction of curb ramps but do not identify existing bollards to be removed or left in place. There is no bid item for removal of existing bollards, are these to be included in the cost of the bid item for new curb ramp construction? Is there a foundation for the bollards which also must be removed?
2. There is no detail for construction of new bollards to be placed. Is there a foundation to be included for the bollards? What is the size, color, or model of the bollards to be placed?
3. Some crosswalks are being removed across Tweedy, a note should be provided that no crosswalks are to be removed until others are constructed, or contractor is to maintain at least one crosswalk to be open. Also, signage can be provided to direct pedestrian to use other crosswalks.
4. Based upon new ramp construction, verification of ramps should be done to make sure the new ramp wings do not encroach upon existing signal poles or light poles.
5. Some crosswalk pavers are to be removed and salvaged to the city yard, does this include pavers where new curb ramp construction is to be done?
6. New loop installation is only shown along Tweedy and no loops are shown at cross streets. Are loops to be installed at cross street due to grind and overlay to be done? If so, the bid item quantity needs to be revised.
7. Plans indicated decorative sidewalk to be colored but no color is provided.
8. There are no specifics to the pavers to be installed, are these to match existing pavers remaining on site along Tweedy?
9. There are no details for the wayfinding signs. What is to be on the signs?
10. Are construction signs to be "Project Signs" since there are only 2 in the bid quantity?

Project Approach

While we describe this combination of expertise and technical know-how throughout this submittal, you will see the distinction in our ability to foresee obstacles, work in a collaborative fashion, and provide creative solutions learned from our previous work experience that will directly translate into cost-effective solutions and minimized risk.

Our value-added approach is a "best practices" approach and a leading risk management program that addresses a variety of project challenges and demonstrates our understanding of what is needed to successfully deliver a project that minimizes public inconvenience and meets South Gates's and its partners' overall goals.



Scope of Work and CM Schedule

Consultant services include contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, material testing and project close-out, including completion of required documents to complete a state audit.

This section presents our proposed approach to completing the required work outlined in the Scope of Work, including task assignment, key deliverables, and applicable standards required for the proposed services.

Task	Function and Approach	Challenges and Key Components	Milestones and Deliverables
June 17, 2024 - July 12, 2024			
Pre-Construction			
Pre-Bid Review (If Schedule Permits)	• Conduct constructability review of plans and specifications. • Verify cost estimates and schedule. • Identify potential change order and claims issues. • Provide draft project schedule.	• Construction Manager develops early relationship with South Gate and designer. • Provides clarification for bidders to help reduce costs.	• Constructability review comments. • Draft construction schedule.
Pre-Construction Coordination	• Outline project-specific protocols. • Inform contractor of project administration procedures. • Coordinate with other stakeholders. • Precon Utility Coordination.	• Establish protocol and roles and responsibilities.	• Agenda and meeting minutes.
Procore	• Implement system for organizing, tracking, filing, and managing paper/electronic correspondence, including letters, information requests, submittals, materials test results, contracts, reports, O&M manuals, progress payments, and change orders, etc.	• Better record- keeping. • Improved claim resolution capabilities. • State and Federal reimbursement of funds.	• Paper files. • Digital files. • Correspondence logs.
July 15, 2024 - April 7, 2025			
CM Services During Construction			
Resident Engineering	• Manage the project. • Enforce in accordance with the Contract Plans, Special Provisions, Caltrans Standards, Construction Manual, LAPM, City Standards and Greenbook.	• Project is administered and constructed properly. • Minimizes South Gate's exposure and cost. • Ensures that South Gate is reimbursed for federal funds.	• Successful project. • State and Federal reimbursement. • Project files.

Task	Function and Approach	Challenges and Key Components	Milestones and Deliverables
Weekly Resident Engineer's Report	• Prepare weekly resident engineer's report. • Include status of contract budget, schedule update and working days status, change order status, lookahead for critical work issues, and list of outstanding issues.	• Creates and maintains a concise written record of project status and a review of that status with South Gate's project manager.	• Weekly resident engineer's report.
Environmental Coordination Meetings	• Maintain communication and compliance with permits.	• Ensure compliance and prevent violations and fines.	• Successful project without violations and fines.
Weekly Meetings	• Conduct weekly meetings with contractor, South Gate, and stakeholders to discuss schedule and current and past issues.	• Maintains dialogue between team members.	• Agenda. • Meeting minutes.
Labor Compliance	• Monitors project records and verifies adherence to labor compliance and EEO provisions.	• Monitor and document DBE commitments are being met in accordance with Federal-Aid procedures.	• Certified payroll checking. • DBE commitment compliance. • State and Federal reimbursement.
Quality Assurance Materials Testing	• Schedule and manage subconsultant materials laboratory. • Coordinate timely testing and reporting.	• Provides timely testing and day-to-day coordination with contractor's progress to prevent delays.	• Testing reports. • Materials are provided and placed in accordance with Caltrans and Greenbook specifications.
Construction Staking	• Provide quality assurance staking for construction.	• Compliance with project's plans and specifications.	• Construction Manager to review construction survey notes.
Schedule	• Monitor contractor's schedule weekly. • Notify parties of actual or potential deviation from schedule. • Work with project team to correct noncompliance with schedule.	• Better project coordination. • Fewer delays. • Fewer time-related disputes.	• Weekly reports. • Schedule reports. • Recommendations. • As-built schedule and construction photos/ videos.
Cost Control	• Monitor project funding. • Monitor project budgets. • Review contract item payments, material quantities, and change order payments.	• Effective use of funds. • Early warning of potential funding problems	• Budget reports. • Cost estimate reviews.
Issues Management	• Analyze issues, seek appropriate advice, and provide recommendations.	• Provides solutions to actual conditions found in the field. • Minimizes delays.	• Design clarifications. • Contract change orders.

Task	Function and Approach	Challenges and Key Components	Milestones and Deliverables
Change Orders	• Review potential change orders for contractual and technical merit. • Prepare independent cost estimate and schedule analysis of work. • Negotiate and prepare change orders for execution. • Keep the City apprised of impact of cumulative change orders.	• Change orders reflect fair price for added or deleted work.	• Independent cost estimates. • Change orders ready for execution. • Change order summary reports.
Source Inspection	• Schedule and coordinate source inspection of materials with subconsultant laboratory.	• Ensures materials being provided follow the specifications and contract plans.	• Inspection reports. • Materials are provided and placed in accordance with Caltrans and Greenbook specifications.
Potential Claims/ Dispute Resolution	• Identify potential claims issues. • Review claims for merit and documentation. • Make recommendations and implement procedures for reducing the likelihood of disputes and claims. • Assist in the resolution of disputes.	• Disputes are avoided or resolved quickly reducing cost.	• Recommendations for dispute avoidance procedures.
Quality Control/ Inspection	• Observe and monitor all aspects of project. • Notify contractor when work is non- compliant. • Prepare detailed daily inspection reports. • Provide photographic and video documentation of construction process. • Encourage and stress quality in the constructed product. • Request approval for OT. • Report to City PM when arriving and leaving the site for the day. • Utility Coordination.	• Completed project meets expectations for quality and functionality.	• Photography and video for project files. • Daily inspection reports by the following Monday.
Traffic Control Plan Implementation	• Coordinate, review, and monitor implementation of contractor's Traffic Control Plan.	• Verify compliance with approved Traffic Control Plan to reduce risk of traffic impact.	• Approved Traffic Control Plan. • Daily inspection diaries.
Public Relations	• Communicate with local residents and business community regarding temporary construction impacts, such as closures, traffic changes, noise, limited access and construction schedule.	• Minimizes public complaints. • Construction Manager serves as point of contact.	• Verbal and written notices delivered to local residents and businesses. • Attend community meetings.

Task	Function and Approach	Challenges and Key Components	Milestones and Deliverables
Permit/Environmental Compliance	• Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies, including NPDES.	• Minimize or eliminate violations of permit requirements.	• Daily inspection reports. • Correspondence.
Monthly Status Reports	• Prepare monthly reports highlighting project progress, CCOs, cost issues, and schedule.	• Keeps parties informed on project status.	• Monthly report.
Progress Payments	• Review contractor's payment requests. • Verify contractor pay items. • Prepare payment documentation for execution.	• Ensures accuracy of quantities and payment. • Controls project cost.	• Progress payment vouchers. • Daily inspection reports. • Quantity calculation sheets. • Correspondence.
Site Safety	• Review and monitor contractor's safety program for compliance with Cal/OSHA. • Notify contractor if unsafe condition is observed. • Notify the City if contractor refuses to rectify unsafe condition. • Investigate accidents.	• Safer jobsite. • Avoids litigation.	• Accident reports. • Monthly reports.
April 8, 2025 - April 30, 2025			
Post Construction Services (Close Out/Claims)			
As-Built Drawings	• Collect, review, and transmit contractor's data to engineer.	• Changes are incorporated into record drawings.	• Provided to South Gate and Designer.
Final Walk-Through	• Schedule and lead final walk-through. • Make final inspections. • Prepare punch list. • Verify that required certificates of compliance and as-built drawings have been delivered.	• Project is completed according to contract documents. • All paperwork required of contractor is delivered.	• Punch list follow up until all items are completed.
Collect Contractor Materials	• Collect manufacturer guarantees, maintenance and operations manuals, warranties, bonds, and any other data required from the contractor.	• Post-construction materials are organized and presented to South Gate in an easy to access format for future use.	• Post-construction materials.
Project Completion Report/Final Payment	• Process final progress payment to contractor. • File Notice of Completion. • Prepare final completion report. • Deliver project records to South Gate. • Prepare reports in accordance with Local Assistance Manual.	• Paperwork is completed. • Audit trail is completed. • Ensures federal reimbursement.	• Final progress payment. • Notice of Completion. • Final completion report.

Quality Control and Quality Assurance

Gannett Fleming is ISO 9001:2015 certified. This standard requires a high level of management commitment, careful attention to quality assurance/quality control (QA/QC) in work product development, measurement, analysis, and continuous improvement.

Our corporate Project Quality and Management Guidelines require that we implement standard QA/QC procedures on all our projects and verify compliance through internal and external audits of our quality processes. Our commitment to the City is to ensure quality engineering and support services that document the plans and specifications requirements in the case of an internal or external audit.

Document Control

In addition to providing project correspondence tasks, we will maintain and document all project-related records and information. Depending on the project management document control system the City of South Gate uses, we offer Procore as alternate web-based document control and electronic filing system. Procore will store all related project documentation in a cloud-based system for access during the project or any time after the project is completed. The application is also accessible by all project team members or as directed by the project owner.

We will use the Procore application to organize, track, file and manage electronic correspondence, including letters, requests for information (RFI), submittals, contracts, reports, progress payments, change orders, etc.

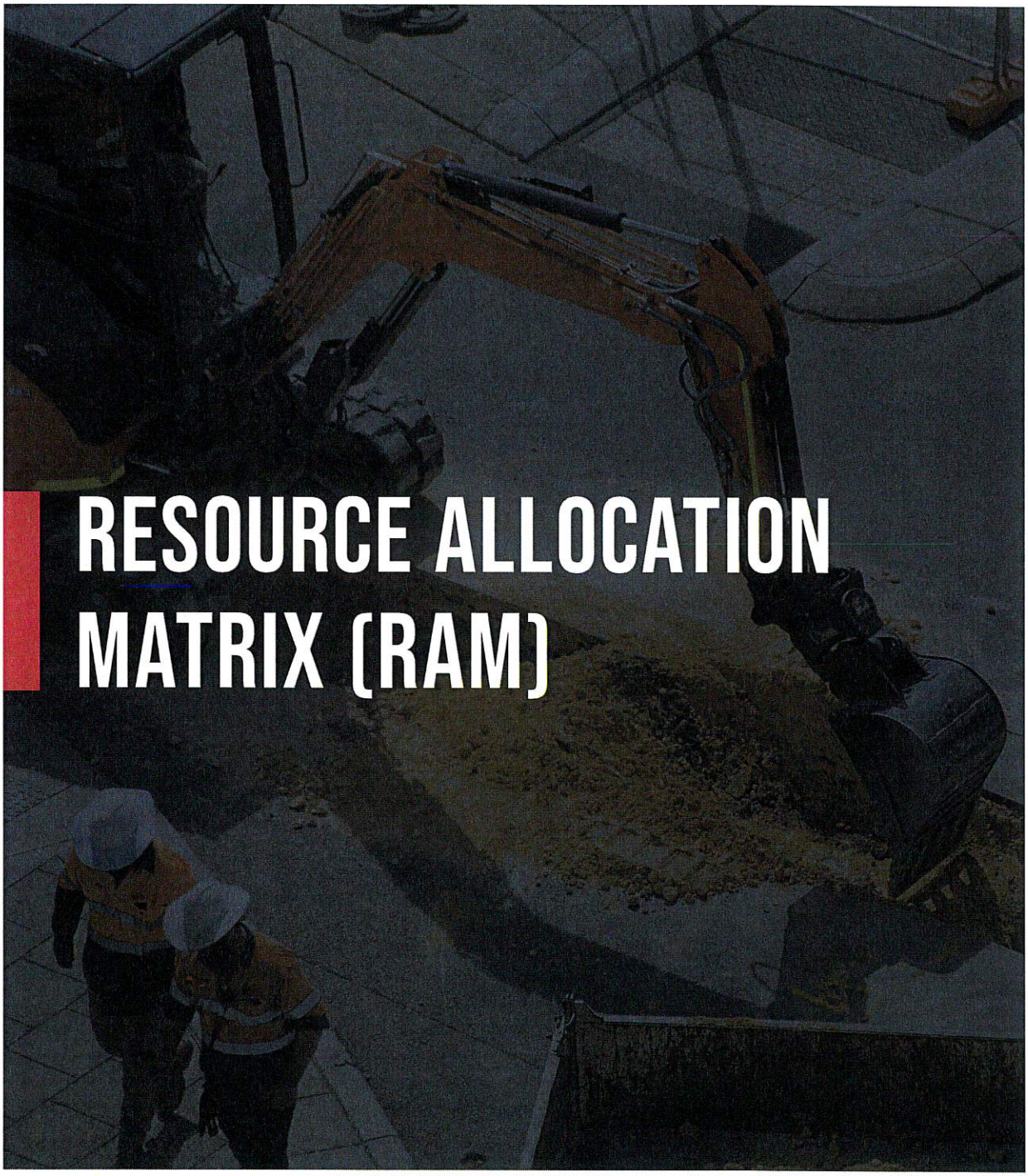
By maintaining an effective documentation system, we will keep the City apprised of deviations to the project schedule or budget and to any field issues with supporting materials. We will provide weekly and monthly reports to the City and project team.

The weekly report will consist of:

- Weekly statement of working days form
- Controlling operations performed for the week
- Controlling operations anticipated for next week
- Safety and environmental concerns
- Minutes from meetings with the Contractor

The monthly reports will consist of:

- Construction operations performed for the month
- Construction operations anticipated for next month
- Schedule status
- Budget status
- Change order log
- Project photos



RESOURCE ALLOCATION MATRIX (RAM)

GANNETT FLEMING

Resource Allocation Matrix

CITY OF SOUTH GATE
Tweedy Mile Complete Streets Project |City Project 614-ST | Federal Project No. ATPL 5257 (039)

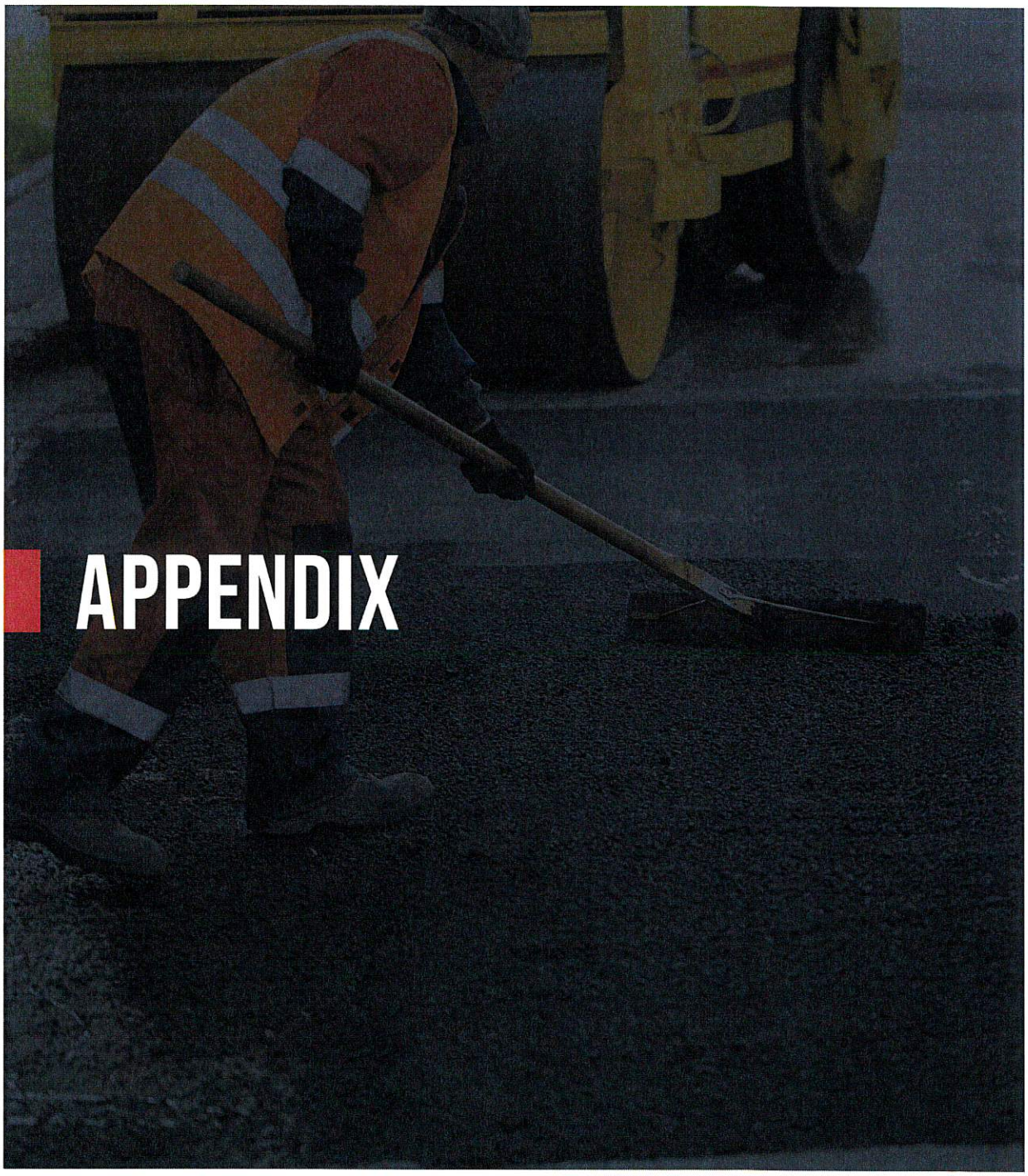
GANNETT FLEMING

Level of Effort for	2024												2025												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calendar days	31	29	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	
Work days	21	19	21	21	22	20	22	22	20	22	18	21	21	18	20	22	21	21	22	21	21	22	17	22	180
Biddability & Constructability Review - June 17 to June 28, 2024																									
Pre-Construction - July 1, 2024 to July 12, 2024																									
Construction - July 15, 2024 to April 7, 2025																									
Project Close-out - April 8, 2025 to April 30, 2025																									

1			Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Name	Title																										Hours
Steve Quezada, P.E.	Construction Manager							56	56	56	56	56	56	56	56	56	56	56									616
Warren Williams	Construction Inspector							32	104	176	160	176	144	168	168	144	160	32									1464
Additional Inspection and Construction Management As-Needed per RFP																											
Steve Quezada, P.E.	Construction Manager							5	5	5	5	5	5	5	5	5	5	10									60
Remi Nunez	Construction Inspector (Overtime)							10	15	15	15	15	15	15	15	15	15	15									160
																											2300

Other Direct Costs			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Harmony Kunz	Contract Admin Support	Hours						2	2	2	2	2	2	2	2	2	2	2									22
	Vehicles	Vehicle Hours						42	119	191	175	191	159	183	183	159	175	47									1624

Sub-Consultants																											Totals
DESI	Labor Compliance / Certified Payroll	Approx. Hours						12	12	12	12	12	12	12	12	12	12	12									132
Twining	Geotechnical/Materials/Specialty Testing	Approx. Hours						24	24	24	24	24	24	24	24	24	24	24									264
																											396



APPENDIX

GANNETT FLEMING

ED DURAZO, CPM

Principal-in-Charge

Gannett Fleming, Inc.

YEARS OF EXPERIENCE:
30

CERTIFICATIONS:
Certificate, Project Management (CPM)

Certificate, Construction Management, California Polytechnic State University

EDUCATION:
General Studies

Ed has more than 30 years of experience in the transportation and water/wastewater industry. He has provided services in the capacity of contractor, project/construction manager, contract manager and QA/QC oversight. Ed brings a comprehensive, well-defined approach to providing construction management services on projects. Ed serves as principal-in-charge for numerous agencies, including the City of South Gate, Santa Clarita Valley Water Agency, Chino Basin Desalter Authority, Eastern Municipal Water District, Elsinore Valley Municipal Water District and the Santa Ana Watershed Project Authority. He has managed a $100 million program for SCVWA and managed the largest (at the time) micro-tunneling project in the United States, which was valued at more than $150 million in construction improvements for the City of Oxnard.

Ed's strong relationship-building skills create a foundation of trust with his contacts, which has resulted in the establishment of solid relationships with public agencies throughout California. He brings an active commitment to quality standards and continuous improvement, and an effective leadership style to all projects with results his clients rely on. He recently served as a panel member for CMAA's "Mindful Leadership and Its Impact on the Bottom Line" event at which he discussed the fundamentals of leadership through high emotional intelligence.

Relevant Projects

Long Beach Boulevard Streets Improvement Project, South Gate, CA, City of South Gate. Principal-in-Charge. The project consists of cold milling existing roadway and roadway paving, striping, raised median islands with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar Rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches and other hardscaping. The scope of services includes contract administration, construction management, inspection, utility coordination, labor compliance, supporting in public outreach, managing geotechnical and material testing services and project close-out.

Garfield Avenue Complete Streets Improvement Project, South Gate, CA, City of South Gate. Principal-in-Charge. The project consists of cold milling existing roadway and roadway paving, striping, raised median island with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar Rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches and other hardscaping. The scope of services includes construction management and inspection services which includes contract administration, construction management, inspection, utility coordination, labor compliance, supporting the city in providing public outreach, managing geotechnical and material testing services and project closeout.

Eastside Water Treatment Plant Expansion and Brine Line Project, Chino, CA, City of Chino. Principal-in-Charge for the $15.5M project that included expansion of the Eastside Water Treatment Facility (EWTF) from 3,500 gallons per minute (gpm) to 7,000 gpm. A secondary component of Project WA19C are dual brine pipelines to convey the brine waste resulting from the treatment process from the EWTF to a Santa Ana Watershed Project Authority lateral owned and operated by the Inland Empire Utilities Agency. These projects incorporated long-lead procurement equipment as well as an aggressive construction schedule, while working on an active treatment facility. Coordination with the owner procured GAC system and plant operations was essential in addition to safety being the upmost of importance for a timely completion of the program. Ed maintained client contact, managing the budget, and providing as-needed quality assurance and quality control reviews.

Temecula Valley Regional Water Reclamation Facility (TVRWRF) 23 MGD Expansion, Temecula, CA, Eastern Municipal Water District. Contract Manager for the $79.9M expansion of the TVRWRF to provide an additional 5 million gallons per day (MGD) of treatment capacity, expanding the total permitted treatment capacity from 18 to 23 MGD annual average flow. The expansion involved construction of an additional wastewater treatment process for preliminary treatment, primary treatment and fine screening, secondary treatment using a membrane bioreactor (MBR) process, chlorine disinfection, a rotary drum thickener, and additional modifications to existing facilities. To accommodate the facilities footprint, EMWD pro-actively initiated a pre-negotiation with GE ZeeWeed for the water treatment and reuse membrane bioreactor technology. The MBR is the first treatment technology of its kind for the District. Responsible for providing management level input for and oversight of schedule development; monitoring the project's progress; maintaining consistent client contact; making sure the team adhered to the District's policies, procedures and time schedules; providing as-needed quality assurance and quality control reviews; and assisting with maintaining the high-level work for which the team is known. *Awarded the 2020 Project of the Year Award by the Construction Management Association of America (CMAA) San Diego Chapter and the 2020 CMAA Project Achievement Award.*

South Archibald Plume Cleanup, Ontario, CA, Chino Basin Desalter Authority. Contract Manager/Principal-in-Charge responsible for providing as-needed quality control. The $16M SAPCP was a comprehensive program to mitigate contamination and excessive levels of Trichloroethane (TCE) and other Volatile Organic Compounds (VOCs) and toxins identified through local groundwater monitoring. The improvements were performed under five separate phases to complete the raw water pipeline installation from the new Well Facility II-12 through the Cities of Ontario, Eastvale, and Jurupa Valley to the CDA Chino II Desalter facility the raw groundwater will be treated through a modified RO system.

STEVE QUEZADA, PE, QSP

Construction Manager

Gannett Fleming, Inc.

YEARS OF EXPERIENCE:
31

REGISTRATIONS:
PE: CA - No. 58614

EDUCATION:
BS, Civil Engineering, California State University, 1992

Steve has more than 31 years of construction industry experience in the transportation field, which includes work associated with grade separations, freeway interchanges, major urban arterial improvements, freeway replacement, and capital improvement projects. He also offers extensive experience in Storm Water BMP management. His technical expertise includes working with asphalt concrete, Portland Cement concrete, landscaping, earthwork, signal improvements; traffic control, bridge widening and storm drain installation. He has proven experience with community outreach and implementing various forms of communication to the public. He has served as an infrastructure specialist with FEMA, and in that role, was responsible for providing assistance and advice to state and local governments after the Northridge earthquake. Steve has the ability to lead projects as a Construction Manager, Resident Engineer and Project Manager and seamlessly integrate into a cooperative consultant-client project staff. He is dedicated and continues to strive for improvements and quality project standards. He demonstrates a high degree of integrity, commitment and professionalism in everything he undertakes.

Relevant Projects

Long Beach Boulevard Streets Improvements, South Gate, CA, City of South Gate. Senior Project Manager/Resident Engineer. The project consists of cold milling existing roadway and roadway paving, striping, raised median islands with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar Rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches and other hardscaping. As Resident Engineer duties include contract administration, construction management, inspection, utility coordination, labor compliance, supporting in public outreach, managing geotechnical and material testing services and project close-out.

Garfield Avenue Complete Streets Improvement Project, South Gate, CA, City of South Gate. Senior Project Manager/Resident Engineer. The project consists of cold milling existing roadway and roadway paving, striping, raised median island with irrigation

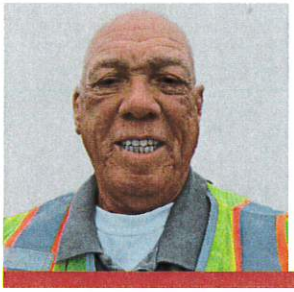
and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar Rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches and other hardscaping. As Resident Engineer, providing construction management and inspection services which includes contract administration, construction management, inspection, utility coordination, labor compliance, supporting the city in providing public outreach, managing geotechnical and material testing services and project close-out.

Truck Impacted Intersection Improvements Project at Firestone Blvd and Rayo Avenue, South Gate, CA, City of South Gate. Senior Project Manager. This $2.1M project consisted of a street widening and reconstruction of the truck impacted intersection of Firestone Blvd. and Rayo Ave. The project had grind and overlay with AC, removal of existing AC and concrete pavement and replacement with Jointed Plain Concrete Pavement, ADA improvements with new curb, gutters and sidewalks, signing, striping, traffic signal modifications, restoration of adjacent improvements along with new signal cabinets for traffic signals. Traffic control and stripping of lanes were also included. The project included 4 phases of construction to complete the entire intersection replacement. Work included public relations coordination with adjacent businesses and the community.

Highway Safety Improvements, Various Locations, South Gate, CA, City of South Gate. Senior Project Manager. Provided construction management services for citywide projects in which 6 existing traffic signal intersections modifications were completed with new sidewalk and handicap ramps installed at various locations. The work included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. The work involved extensive coordination with the City staff and contractor for lane closures and traffic signal shutdowns. Work was scheduled during the day and night time hours to alleviate impacts to the public.

Firestone Blvd and Atlantic Ave Phase II Railroad Crossing Improvements with UPRR, South Gate, CA, City of South Gate. Senior Project Manager. This $2M citywide project included cold milling, construction of curb, gutter and sidewalk, ramps, driveway approaches, decorative sidewalk, asphalt concrete paving, ARHM paving, traffic signal modifications, installation of SIC, CCTV, LED, signs, UPRR preemption with SWPP management plan, striping and signage, landscaping, irrigation and planting construction. Work also included new traffic signal equipment, service cabinets, pedestrian heads, video detection systems and street lighting. The work involved extensive coordination with the City staff, contractor, Union Pacific Railroad, various local agencies for lane closures and traffic signal shutdowns. Night time closures were also used due to the amount of traffic along Firestone Boulevard. Extensive coordination was involved with UPRR for construction and lane closures to ensure the safety of the work and the public.

Passons Boulevard Grade Separation Project (BNSF), Pico Rivera, CA, City of Pico Rivera. Project Manager/ Construction Manager. Provided services for this grade separation improvement project consisting of the construction of a steel girder beam with reinforced concrete deck underpass structure for Passons Boulevard; extensive utility relocations; roadway reconstruction and new alignment; and placement of a two-track, shoo-fly railway configuration, and railroad coordination. This work also consisted of demolition and removal of structures. Additional duties included assisting the City with pre-construction services including the E76 document; a bid ability/constructability review; utility coordination for relocations; final plans and specifications coordination with the design team; and also community outreach services.



WARREN WILLIAMS

Construction Inspector

Gannett Fleming, Inc.

YEARS OF EXPERIENCE:
40

EDUCATION:
Courses in Business Management, West Virginia State College

Coursework, Detroit College of Business, Greenbrier

Community College, and Cerritos Community College

Storm Water Pollution Prevention Training

Warren has more than 40 years of experience in public works construction that includes serving in management roles with several cities, functioning as a consultant inspector and working as a contractor. He has provided services that include construction inspection, inspection supervision, scheduling, estimating, contract change order management, contractor payment approval, records maintenance, budget management, public relations, and permitting. Warren has provided training for city and consultant inspectors on city standards and specifications, the APWA Greenbook, and American Water Works Association (AWWA) requirements. After completion of training, he would monitor and supervise the inspectors for quality control and quality assurance of their work. He is experienced with street construction/improvements, traffic signals, storm drain systems, sewer systems, domestic/reclaimed water systems, joint utility trench, street lighting systems, and landscaping, soundwalls and similar public works construction. He is well versed in grading operations, roadway structural sections, asphalt and concrete placement, environmental compliance, traffic control implementation, maintenance work, Greenbook and local agency requirements, Caltrans specifications, NPDES storm water requirements, and safety regulations as they relate to construction.

Relevant Projects

Long Beach Boulevard Streets Improvements, South Gate, CA, City of South Gate. Construction Inspector. The project consists of cold milling existing roadway and roadway paving, striping, raised median islands with irrigation and landscaping, concrete sidewalk, curb and gutter replacement, curb ramps, and other concrete work, solar Rapid flashing beacons, bicycle lanes, bicycle racks, metal pedestrian benches and other hardscaping. The scope of services includes contract administration, construction management, inspection, utility coordination, labor compliance, supporting in public outreach, managing geotechnical and material testing services and project close-out.

On Call Construction Management, Engineering Support, Material Testing and Inspection, City of Cypress, CA, City of Cypress. Lead Inspector. Starting in May of 2012, Warren provided services on over 125 separate task orders encompassing Capital Improvement Program (CIP) as well as several permits or Non-CIP projects. Warren served as the Lead Inspector on this contract, providing project/construction management, coordination, public outreach, and inspection for various encroachment permit projects that include new development, utilities, and SWPPP. He is also inspected numerous local and state funded CIP projects for the City which included concrete replacement (sidewalks, curb & gutter, driveway and handicap ramps), tree removal and replacement, slurry seal type 1 and 2, sewer replacement and lining, street widening, relocations of utilities, arterial and residential street rehabilitation including cold milling and asphalt overlay, storm drains, biofiltration systems, stormwater retention systems, new raised median construction including irrigation and landscaping, bike lanes, city park upgrades and new construction, traffic signal and flashing beacon replacement and camera upgrades for traffic monitoring, fiber optic installation and 5G construction.

On Call Construction Management and Inspection, City of Garden Grove, CA, City of Garden Grove. Construction Inspector for CIP projects that included the annual slurry seal program, sewer, and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. Warren provided inspection for four street rehabilitation locations at Westminster Avenue and Brookhurst Street.

On Call Construction Management and Inspection, City of Rancho Santa Margarita, CA, City of Rancho Santa Margarita. Construction Inspector for CIP projects that included annual slurry seal program, sewer rehabilitation, sewer and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. Warren provided inspection in preparation and then application, on various street locations (45 streets), the crack filling and sealing of asphalt streets along with weed abatement of all curb and gutters in those areas. After the slurry seal was completed the replacement of all striping and legions along with the yellow/white/ blue reflectors were replaced and installed.

On Call Construction Inspection Services, Various Locations, Southern CA, Golden State Water Company. Construction Inspector for this public utility company that purchases, produces, distributes, and sells water to nearly a quarter-million customers in California. He was responsible for providing inspection services on capital and new business projects, which included water main system upgrades, construction of new reservoirs, seismically retrofitting and waterproofing existing reservoirs, chlorination facilities, new meters, new and relocated fire hydrants, fire service/sprinkler system lines, irrigation systems and connections to private residences. Warren maintained as-built plans, daily and weekly reports, safety reports, and change order documentation; obtained permits from various cities and regulatory agencies; monitored traffic control; and maintained good public relations for the company. Further responsibilities included loading and hydrostatic pressure testing the system, performing bacteria testing, verifying NPDES requirements and monitoring final tie-in connections.

REMI NUNEZ

Construction Inspector (Back Up)

Gannett Fleming, Inc.

YEARS OF EXPERIENCE:
41

REGISTRATIONS:
NASSCO, ITCP for CIPP Installations

American Construction Inspectors Association Registered Construction-IV Inspector No. 5210, 1990 to present

IMSA Traffic Signal Technician/Work Zone Safety (Level I) May 2002, Traffic Signal Field Electrician (Level II) March 2003, Signs and Markings Specialist Level I May, 2003 and Level II April 2007

EDUCATION:
AS, Public Works, Citrus College, 1986

Remi has more than 41 years of experience in the public works industry. He is experienced providing inspection services on fiber-optic installation of high-density polyethylene (HDPE) conduit and fiber optic cables; pavement rehabilitation which included cold-in-place recycling of asphalt concrete on major projects; sidewalks, concrete structures, driveways, water main and service installations; sewer main and lateral installations, lift stations, pump stations; curbs and gutters, retaining walls, earthwork, street excavation and patchwork; drainage facilities, storm drains, landscape irrigation, traffic signal installations, street lighting systems; and underground conduit installations, street painting, and street and traffic sign installations. He provided services that included scheduling, estimating, contract change order management, contractor payment approval, records maintenance, budget management, public relations, permitting, and construction safety. He performed quality control/assurance inspection services in conformance to Uniform Building Codes, Caltrans, and Greenbook standard specifications.

Relevant Projects

City of Cypress, On-Call Construction Inspection, Cypress, CA.
Construction Inspector. Provided Inspection services for the City of Cypress on various projects.

- **Orange St-** Complete removal and replacement of several manholes. Removed the existing 12" sewer main and replaced with 12" Ductile Iron Pipe.
- **Myra Street-** Residential sewer removal and replacement of existing 8" VCP and replaced in kind. Installed sewer bypass.
- **Residential Street-** Inspected sewer manhole rehabilitation for installation of polyurethane liner.

Orange County Public Works Department, Orange County, CA.
Construction Inspector providing inspection on several projects:

- **San Diego Creek Sand Project** which was removal of 6,000 cubic yards of sand from creek.

- **Crawford Storm Drain Installation Project** which consisted of installation of reinforced 36" concrete pipeline, catch basins, manholes, and concrete structures.
- **Newport Traffic Signals Project** in which two traffic signals were modified for upgrade to existing signals. Newport fiber optic project consists of installation of 16,000 feet of new conduit, pull boxes, and installation of cables and fiber optic terminations. Installed conduit by direction boring.
- **Newport Avenue Traffic Signal Rehabilitation Project** which he removed 165 LF of existing curb and gutter at handicap ramp locations. He removed existing asphalt pavement, installed handicap ramps, removed and salvaged existing traffic signal equipment.
- **Carbon Creek Channel-Storm Drain Repair** where he installed 18" RCP with collars, demo existing CMP and headwall, CAB backfill with compaction, Installed and maintained BMP, and removed asbestos pipe/material.

Pavement Rehabilitation Project, City of Fontana, CA. Construction Inspector. Responsibilities included inspecting pavement rehabilitation projects consisting of pavement grinding, asphalt concrete overlay with placement of conventional and ARHM AC materials, adjustment of utilities consisting of manholes and water valves, pavement marking installations, detector loop replacement, and traffic control.

Concrete Rehabilitation Project, City of Fontana, CA. This concrete rehabilitation project consisted of concrete preliminary inspection to confirm areas of concrete replacement, recommend tree removal for new concrete work, inspect concrete sawcutting and demolition, inspect concrete forms and grade, inspect concrete pour confirming concrete mix and placement including concrete finish work, and curing.

Hot Spot Intersection Improvements Rosemead Blvd. at Whittier Blvd. and Rosemead Blvd. at Washington Blvd., City of Pico Rivera, CA. Construction Inspector. The project improved traffic flow for enhanced safety to the surrounding community. Work encompassed the addition of left-turn lanes in the southbound direction, increased left-turn storage along Whittier Boulevard in the east and westbound directions, reconstruction of existing medians to accommodate additional travel lanes, pavement rehabilitation along Whittier Boulevard from Acacia Avenue to San Gabriel Place, construction of two bus pads and shelters along Whittier Boulevard, construction of curb ramps, driveway approaches and miscellaneous sidewalk and modifications to the existing traffic signals. Work also included minor traffic signal modifications and striping to convert the north and southbound right-turn pockets into shared through and right-turn movements at the intersection of Rosemead Boulevard and Washington Boulevard. Mr. Nunez provided daily inspection of the contractor's work checking for compliance. All work was documented through daily inspection reports including quantities of materials. He maintained a set of red lined plans for as-built corrections and prepare punchlists for final acceptance of the work. He also attended all meetings including bi-weekly meetings and provided punchlists at each phase of construction.

CHIA-CHI WANG, PE, PMP, QSD

Labor Compliance

Dynamic Engineering Services, Inc.

YEARS OF EXPERIENCE:
34

REGISTRATIONS:
PE: CA - No. 50540

PMP, PMI, No.1351346

QSP/QSD/ToR, CASQA No. 00998X

EDUCATION:
BS, Civil Engineering, California State University, Los Angeles

Chia-Chi has more than 34 years of construction management experience on freeway projects including 10 years of experience in the role of Resident Engineers on more than 20 projects. Chia-Chi has been involved in a number of high-profile projects in the Inland Empire with various types of contracting methods including Design-Bid-Build, Design-Build and Design-Sequencing. Her expertise includes Project Management, Construction Contract Management, Constructability Review, Document Control, Quality Assurance Inspection, SWPPP Compliance, Prevailing Wage Monitoring and Enforcement, claim mitigation and resolution. Chia-Chi was the Area Construction Manager for SR 60/91/215 Interchange Design-Sequencing Project and SR 91 Corridor Improvement and Devore Design-Build Projects in Caltrans District 8.

Relevant Projects

SR 60 Central Avenue Interchange Project, SBCTA, Chino, CA. Resident Engineer/Labor Compliance Officer. This $24M project will widen the Central Avenue bridge and the on-ramp to accommodate three through lanes and double left-turn lanes in both directions and will widen the existing eastbound and westbound on-ramps to from one lane to two through lanes and a carpool lane. The project will relieve congestion and improve traffic flow on Central Avenue at SR-60 Interchange. Chia-Chi as the Resident Engineer managed the CM Team working with City Project Manager, Caltrans Oversight Engineers and Consultant Designers. She was responsible for overall project scope, schedule and cost. Her responsibilities included contract administration, office engineering, labor compliance monitoring and enforcement, SWPPP monitoring and inspection, QA inspection, progress payment and dispute resolution. In addition, Chia-Chi is responsible for labor compliance monitoring and prevailing wage enforcement. She verified employee Certified Payroll rate with DIR Rate Determination for each classification and Employee Interview Reports; verified contractor submit Certified Payroll Reports to the DIR eCPR website and all contractor worked on the project are registered with DIR.

I-215 Placentia Avenue Interchange, RCTC, Perris, CA. Labor Compliance Officer. The $42M new interchange located between

Ramona Expressway to the north and Nuevo Road to the south. Adding new northbound and southbound on-ramps and off-ramps on I-215 at Placentia Avenue; realigning East Frontage Road, widening the existing Placentia Avenue overcrossing, and adding lanes to Placentia Avenue between Harvill Avenue and Indian Avenue. Chia-Chi is responsible for labor compliance monitoring and prevailing wage enforcement. She verified employee Certified Payroll rate with DIR Rate Determination for each classification and Employee Interview Reports; verified contractor submit Certified Payroll Reports to Dir eCPR website and all contractor worked on the project are registered with DIR.

SR 60 Truck Climbing Lane, RCTC, Moreno Valley, CA. Labor Compliance Officer. The $113M project is widening a 4.5-mile section of State Route 60 between Gilman Springs Road and 1.4 miles west of Jack Rabbit Trail between Moreno Valley and Beaumont. This project consists of constructing an eastbound truck climbing lane and westbound truck descending lane, widening shoulders to standard widths, improving motorist sight distance by flattening roadway curves. Chia-Chi is responsible for reviewing Certified Payroll Records, Fringe Benefit Statements and Apprenticeship Certificates for accuracy; verifying Prevailing Wage Rate against the information listed on the Monthly Employee Interviews; recommending deduction for missing payroll documents and conducts source document verifications.

I-15 Limonite Avenue Interchange Improvement, RCTD, Eastvale, CA. Labor Compliance Officer. The $39M Limonite Avenue is an east-west arterial roadway between Hamner Avenue and Wineville Avenue. The proposed improvements consist of a new 8-lane overcrossing, 3 through lanes in each direction plus 2 turn lanes, widening of the off-ramps from 2 to 4 lanes, the addition of 2 new loop on-ramps, and the widening of Limonite Avenue to 4 lanes in each direction between Hamner Avenue and Wineville Avenue. Chia-Chi is responsible for reviewing Certified Payroll Records, Fringe Benefit Statements and Apprenticeship Certificates for accuracy; verifying Prevailing Wage Rate against the information listed on the Monthly Employee Interviews; recommending deduction for missing payroll documents and conducts source document verifications.

I-10 Monterey Avenue Ramp Modification, City of Palm Desert, Palm Desert, CA. Project Manager/Resident Engineer for this $9M ramp modification project to: relocate WB off-ramp to Varner Road; and construct a direct loop on-ramp for NB Monterey Avenue traffic, construct Retaining Walls/ Ground Anchor Wall and install new Traffic Signal, Lighting and Ramp Metering Systems. Chia-Chi managed the CM Team working with City Project Manager, Caltrans Oversight Engineers and Consultant Designers. She was responsible for overall project scope, schedule and cost. Her responsibilities included contract administration, office engineering, labor compliance monitoring and enforcement, SWPPP monitoring and inspection, QA inspection, progress payment and dispute resolution.

I-15 Ranchero Road Interchange, SBCTA, Hesperia, CA. Labor Compliance Officer. The $32M interchange, part of the three-phase Ranchero Road project, will provide residents of Hesperia and Oak Hills direct access to the freeway via Ranchero, Mariposa and Caliente roads. Ranchero Road will consist of three through lanes in each direction along with additional turn lanes at the freeway ramp connections and intersections with two realigned frontage roads. Chia-Chi is responsible for reviewing Certified Payroll Records, Fringe Benefit Statements and Apprenticeship Certificates for accuracy; verifying Prevailing Wage Rate against the information listed on the Monthly Employee Interviews; recommending deduction for missing payroll documents and conducts source document verifications.

AMIR GHAVIBAZOO, PHD

Materials Testing Technical Expert

Twining, Inc.

YEARS OF EXPERIENCE:
8

EDUCATION:
PhD, Civil and Environmental Engineering, North Dakota State University, 2014

MS, Railways Engineering, Iran University of Science and Technology, Tehran, Iran 2009

BS, Industrial Engineering, University of Technology, 2006

Dr. Amir Ghavibazoo is Twining's Director of Asphalt Engineering and Pavement Design and has more than eight years of experience in the industry. He directs and works on pavement design, highway design, engineering specifications, and consulting services. He works closely with cities statewide to develop unique and specialized mix designs, pavement construction inspections, and pavement design solutions. Amir does more than lead projects and provides technical advice. He also contributes to research that seeks to innovate construction materials. Amir's graduate studies included Pavement Management Systems (MicroPaver), pavement evaluation, and pavement rehabilitation strategies. He was recently part of a team that evaluated the suitability and durability of "white" asphalt to reduce the urban heat island effect. Amir's specialized knowledge allows our firm to offer creative and unique pavement solutions.

Relevant Projects

Annual Overlay & Slurry Seal (Multiple Years), City of Santa Clarita, Santa Clarita, CA. Each year, streets are evaluated and identified for their need for rehabilitation or maintenance treatments. These projects include asphalt overlay, microsurfacing, and slurry seal treatments to streets in various areas of the City. Twining performs quality assurance testing and inspection for the City of Santa Clarita on this project. Amir serves as project manager, coordinating all required testing and inspection and reviewing test results.

3rd Street Roadway and Infrastructure Improvements, City of San Bernardino, San Bernardino, CA. Twining performed pavement evaluation on approximately 4 lane miles of 3rd Street in the City of San Bernardino to recommend repair and rehabilitation strategies for the pavement at project level. Amir served as senior pavement engineer coordinating the required testing and preparing the final recommendation and design. Several alternative options were provided to the City including mill and overlay, cold in-place recycling, reconstruction, and soil stabilization.

EDDIE PEREZ

Materials Testing Field Inspector

Twining, Inc.

YEARS OF EXPERIENCE:
11

REGISTRATIONS:
ACI Concrete Field Testing Technician – Grade I

Caltrans Certifications 125 AGG: Sampling - Aggregates

Caltrans Certification 125 HMA: Sampling - HMA

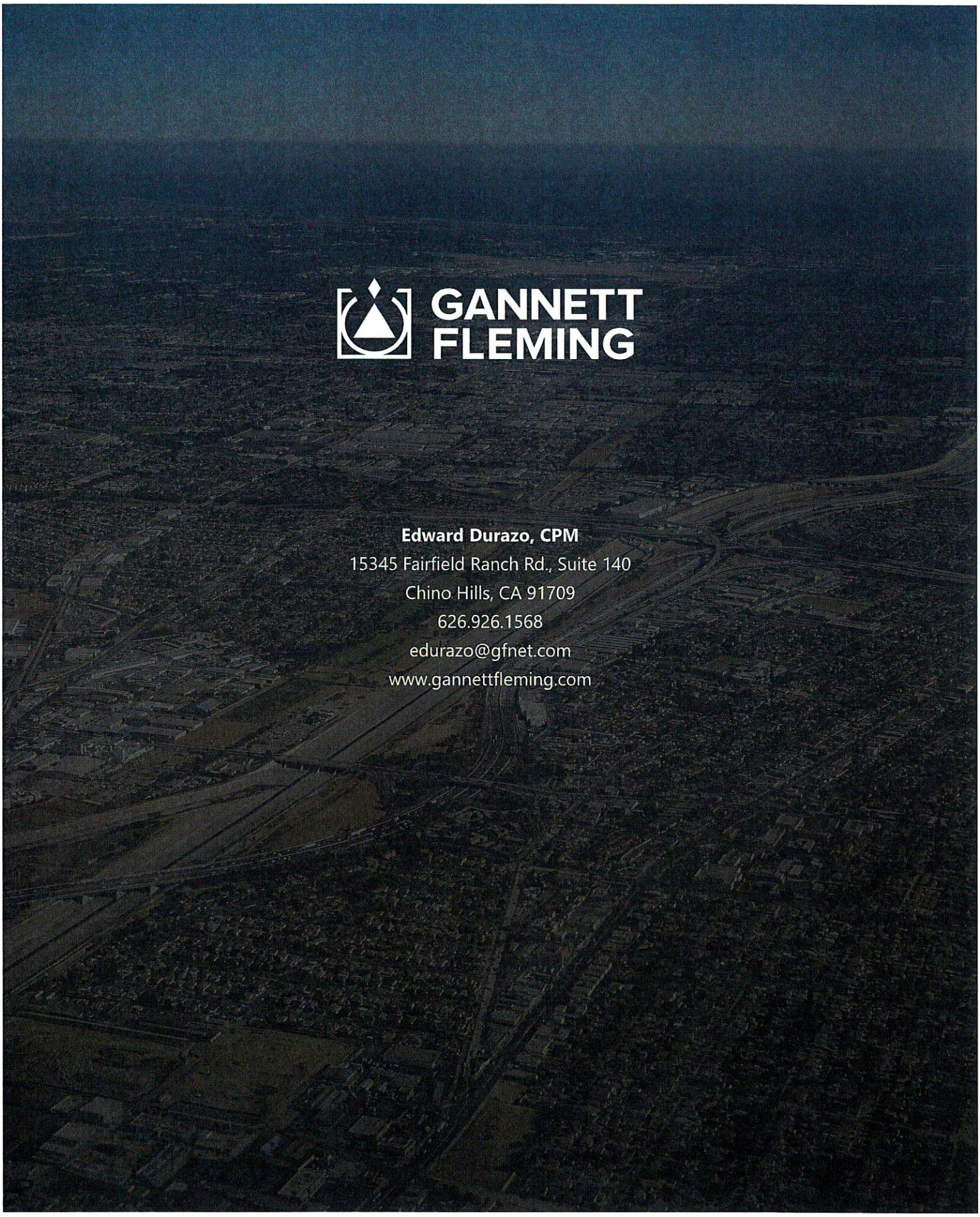
Nuclear Density Gauge Operator

Eddie brings more than 11 years of technical expertise as a public works construction and quality assurance manager. He serves as the City's eyes and ears on public works construction. He routinely attends construction progress meetings with City officials and contractors and reviews and ensures adherence to construction plans and project specifications. His experience encompasses all aspects of public works construction with particular emphasis on roadway projects, including utility work, ADA ramp removal and replacement, street signal loop and signal install, roadway striping, and asphalt and concrete paving. He is intimately familiar with Caltrans and Green Book Standards and serves as an extension of City resources.

Relevant Projects

Annual Overlay Program, City of Thousand Oaks, Thousand Oaks, CA. The City maintains approximately 380 miles of streets and is a leader in exploring the use of innovative pavements with an emphasis on utilizing recycled crumb rubber in asphalt concrete pavements. Since 2010, the City has engaged the services of Twining to assist in the review and revision of the community's pavement rehabilitation specifications, perform materials design studies, implement quality assurance programs, perform construction inspection and testing, and perform pavement destructive testing and assist with pavement deflection testing for future pavement designs. Eddie serves as the City's Construction Manager, attending weekly construction progress meetings with City officials and the contractor(s). He reviews and ensures adherence to construction plans and project specifications. Eddie reviews the inspector's daily field reports, enforces traffic control requirements, performs field/plant inspection scheduling, coordinates material sampling/testing, collects all load tix/invoices, and verifies and logs all bid quantities.

Perris Boulevard Widening, City of Moreno Valley, Moreno Valley, CA. The $33.9M project consisted of widening Perris Boulevard and street improvements in Moreno Valley. Twining provided geotechnical observations, material submittal review and materials testing as needed. Eddie served as Lead Quality Assurance/Control Inspector for the project. His daily duties consisted of coordinating with City and agency personnel, keeping daily field notes, material quality control, sampling and laboratory testing.



GANNETT FLEMING

Edward Durazo, CPM
15345 Fairfield Ranch Rd., Suite 140
Chino Hills, CA 91709
626.926.1568
edurazo@gfnet.com
www.gannettfleming.com

IV. FEE PROPOSAL

Task/Classifications	Construction Manager (S. Quezada) (Hrs)	Construction Observer / Inspector* (W. Williams) (Hrs)	Construction Observer / Inspector* (R. Nunez) (OT Hrs)	Constract Admin Support (H. Kunz) (Hrs)	Total Hours	Sub Consultant Fees	Total Cost
HOURLY RATE	$276.67	$211.42	$248.88	$133.00			
Project Coordination/Const. Management	676			22	698	$ -	$ 189,954.92
Construction Observation/Inspection		1,440			1,440		$ 304,444.80
Materials Testing					0	$ 40,000.00	$ 40,000.00
Labor Compliance					0	$ 17,500.00	$ 17,500.00
Utility and Outside Agency Coordination					0	$ -	$ -
Project Close-Out					0	$ -	$ -
LABOR SUB-TOTALS	$ 187,028.92	$ 304,444.80	$ -	$ 2,926.00	2,138	$ 57,500.00	$ 551,899.72
OTHER DIRECT COSTS (ODCs)	Total Hours					Unit Cost	
GRAND TOTAL:							**$ 551,899.72**

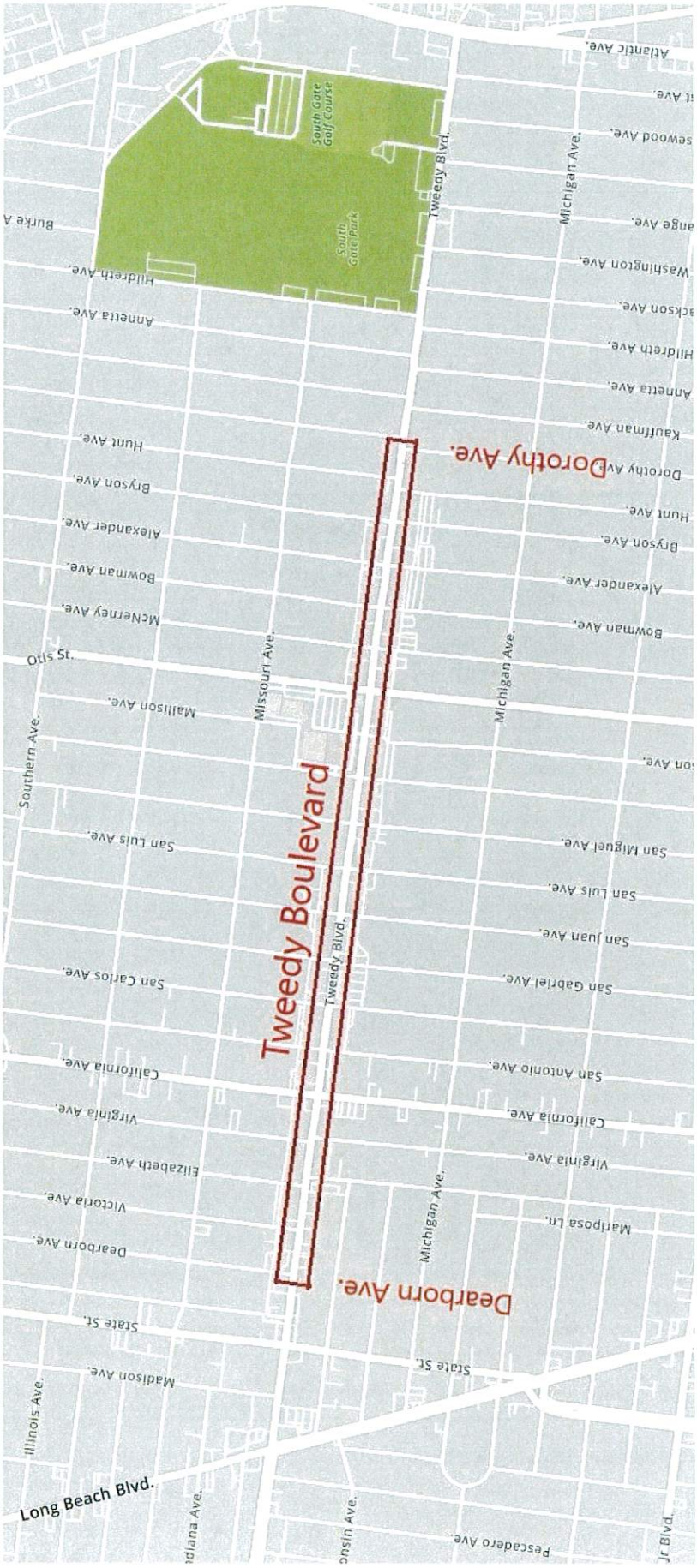
Notes and Assumptions

- Fees are based on 180 working days/construction duration with construction start anticipated August 15, 2024 and end date of April 29, 2025
- Should the actual schedule require more or less professional services than proposed adjustments to this estimate may be required.
- Overtime, rain, holidays and potential time extensions or delays may result in additional professional services.
- Rates are valid through 8/1/2024. Above rates are straight-time rates.
  - Night work and Overtime will be billed at a pro-rata adjusted rate.
- * Denotes employees/classifications that are subject to prevailing wage.
- Wages for inspection subject to California Labor Code Section 1772.
- Rates are based on DIR Prevailing Wage Determination SC-23-63-2-2023-2D which has one (1) pre-determined increase.
- This estimate is based on specific scope of work assumptions.

This not-to-exceed fee is based on 180 **working days**.
Additional services needed beyond the contract specified shall require prior approval from the City. **NO LUMP SUM FEES WILL BE ACCEPTED.**

Attachment B

LOCATION MAP



TWEEDY MILE COMPLETE STREETS PROJECT
City Project 614-ST
Budget Summary REVISION 1

	ATPL	Measure R	Prop C	SB1	Measure W	Gas Tax	Funds Needed	Total Budget
Design Cost			$225,000			$479,506		**$704,506**
Construction Phase								
Construction Contract (*)	$4,442,940	$200,000	$1,775,000	$671,407	$400,000		$255,828	**$7,745,175**
Construction Management	$177,060		$100,000	$200,000			$74,840	**$551,900**
Project Management			$50,000			$50,000		**$100,000**
Staff Time/Other Costs			$25,000			$25,000		**$50,000**
Contingency (*)			$135,082	$330,593		$70,494	$238,349	**$774,518**
Total Construction Phase	**$4,620,000**	**$200,000**	**$2,085,082**	**$1,202,000**	**$400,000**	**$145,494**	**$569,017**	**$9,221,593**
Total Project Costs	**$4,620,000**	**$200,000**	**$2,310,082**	**$1,202,000**	**$400,000**	**$625,000**	**$569,017**	**$9,926,099**
Total Current Budget	$4,620,000	$200,000	$1,411,629	$650,000	$400,000	$625,000		**$7,906,629**
Budget Transfer			$898,453	$552,000				**$1,450,453**
Total Const. Budget	$4,620,000	$200,000	$2,310,082	$1,202,000	$400,000	$625,000		**$9,357,082**
Funding Needed								**$569,017**
Grand Total Const. Budget								**$9,926,099**

(*) Construction cost will be increased by $350,000 for accelerated construction (Total Const. - $8,095,175)

Proposed Budget Transfer

		Cumulative
Prop C	Garfield Avenue Complete Streets 311-790-31-9564	#REF!
SB1	Residential Resurfacing Phase I 311-790-31-9582	
SB1	Residential Resurfacing Phase II 311-790-31-9583	
SB1	Residential Resurfacing Phase III 311-790-31-9586	#REF!
		#REF!

Item No. 7

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **Parks & Recreation**

Department Head: *Steve Costley* ***City Manager:*** *Rob Houston* FOR ROB HOUSTON

SUBJECT: AGREEMENT WITH ADMINISTRATIVE SERVICES COOPERATIVE D/B/A FIESTA TAXI FOR TRANSIT SERVICES – PHONE A RIDE PROGRAM

RECOMMENDED ACTIONS: The City Council will consider:

a. Awarding Transit Services Agreement - Phone A Ride program ("PAR") to Administrative Services Cooperative d/b/a Fiesta Taxi ("Fiesta"); and
b. Authorizing the Mayor to execute a professional services agreement for vendor in a form approved by the City Attorney.

FISCAL IMPACT: The selected PAR provider's financial terms are $811,132 per year. The fixed annual cost is valid for five years assuming demand remains the same. The City's PAR program is funded through the City's annual allocation of Los Angeles County Proposition A Transportation funds ("Prop A"). Currently, the City's budget includes an allocation of $889,413 for PAR services. The agreement for the PAR program will include a clause restricting spending to that level authorized by the City Council annually.

REPORT SUMMARY: On April 25, 2024, the Parks & Recreation Department released a Request for Proposal ("RFP") for Transit Services, PAR program to provide point to point taxi-based transportation for seniors and disabled populations in the City of South Gate and approved medical locations outside the City limits. The existing contract will expire June 30, 2024, and this contract would extend services through June 30, 2029.

The RFP's closed on May 23, 2024. A total of two proposals were received for PAR. A committee of three staff members; the Director of Parks & Recreation, the Recreation Supervisor and the Acting Transportation Coordinator reviewed each proposal carefully. Each committee member rated the proposals separately and then the committee met to discuss each proposal and provide a final rating for each.

The final overall score for both companies were;

Fiesta Taxi	274
Express Transportation	138

Because of the small number of proposals and the results of the committee's review, the Committee did not feel that final interviews were required.

The proposal that is being recommended was submitted by Fiesta Taxi, the City's current service provider. The terms presented in Fiesta's proposal are similar to those of our existing contract with a slight rise in costs to cover inflation for the next 5-year period. Staff and service users have been highly satisfied with the existing services and staff are recommending that Fiesta be selected for award of contract and staff directed to open negotiations in order to prepare a final agreement acceptable to both parties.

ATTACHMENT: Proposed Agreement

ADDITIONAL DOCUMENTS: Copies of proposals are available upon request.

AGREEMENT FOR TRANSIT SERVICES
PHONE-A-RIDE

This Agreement for Transit Services ("Agreement") is made and entered into as of July 9, 2024, by and among the City of South Gate (hereinafter referred to as the "City"), and Administrative Services Cooperative, Inc., a California cooperative corporation doing business as Fiesta Taxi (hereinafter referred to as the "Contractor").

The City and the Contractor agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for certain services relating to demand response transit services for the elderly and disabled.

C. The Contractor warrants to the City that it has the qualifications, experience and facilities to properly and timely perform the services required under this Agreement.

D. The City desires to contract with the Contractor to perform the services as described in this Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

1.0 SCOPE OF THE CONTRACTOR'S SERVICES. The Contractor agrees to provide the services and perform the tasks set forth in the attached Contractor's proposal, attached to and made part of this Agreement. The Scope of Work as stipulated in the proposal may be amended from time to time by way of a written directive from the City. In the event that there is a conflict between the terms of this agreement and the proposal, the scope of work and terms as stipulated in this Agreement shall prevail. The parties acknowledge that changes to the scope may increase or decrease the overall contract cost or levels of service. Such changes will be determined solely based upon the unit cost provided within the proposal.

2.0 TERM OF AGREEMENT. This Agreement will become effective as of July 1, 2024 ("Commencement Date") and will remain in effect for a period of five (5) years until June 30, 2029, unless otherwise expressly extended and agreed to by both parties in writing and terminated by either party as provided herein.

3.0 CITY AGENT. The Director of Parks & Recreation, or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Contractor understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Contractor for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The entire cost of services under this Agreement shall not exceed $811,132 per year or, if different, the amount budgeted by the City Council for such transit services in any applicable fiscal year of the City during the life of this Agreement ("Transit Budget"). To avoid cost overruns, and the possibility of expending General Funds from the City, the compensation paid to Contractor shall be managed to establish a contingency reserve from said amount in the sole discretion of the Director of Parks and Recreation to take into account periods of higher or seasonal activity in other parts of the year.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the Director of Parks & Recreation or his/her designee. Services provided, or debt incurred by the Contractor if in excess of the amount budgeted by the City Council per year shall be at the Contractor's own expense without exception. Costs shall be evaluated monthly as part of regular progress meetings and levels of service modified with the consent of the City to ensure that annual costs remain within specified limits. All administrative fees and other expenses required to be incurred by the City for implementation of this Agreement, whether paid to Contractor or a third party, shall be considered part of the Transit Budget limit.

4.1 Within the limits and restrictions stipulated above and those listed in 7.1.5 and 7.2, the City shall only pay for verified Phone-A-Ride trips recorded through the EZTransport card system to approved South Gate Phone-A-Ride customers. Trip cost for these Phone-A-Ride services shall be based upon Fiesta's standard meter fares and the final cost determined using a pre-calculated "shortest trip" and not the actual meter reading. In addition to actual trip costs, the City shall pay an administration fee equal to 15% of the total Phone-A-Ride charges in each month, which amount shall be drawn from the Transit Budget. The City shall also pay use costs for the EZTransport card system as specified in the attached Contractor's proposal, which expenditures shall be paid from the Transit Budget. It will be the Contractor's responsibility to track, verify, calculate and submit for payment all charges on a monthly basis, which shall be subject to audit by the City at any time.

4.2 The Contractor shall submit to the City, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Contractor all uncontested amounts set forth in the Contractor's bill within 30 days after it is received.

4.3 Annually, it is contemplated that the City shall approve, as part of the regular budget process, a total amount of funding to be made available to this program. Notwithstanding, if the City determines that this program shall not be funded in whole or in part, said determination shall set the amount of this Agreement. Contractor expressly understands and acknowledges that the Director of Parks and Recreation may require that a contingency reserve shall be set aside from the budgeted amount for said transport services provided under this Agreement to provide for periods of higher or seasonal activity, and to avoid the possibility of expending General Funds from the City for such services.

5.0 CONFLICT OF INTEREST. The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Contractor under this Agreement. The Contractor further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Contractor represents that no City employee or official has a material financial interest in the Contractor's business. During the term of this Agreement and/or as a result of being awarded this contract, the Contractor shall not offer, encourage or accept any financial interest in the Contractor's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. The City, at its sole discretion, may terminate this Agreement, with or without cause, by giving the other party sixty (60) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Contractor under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Contractor shall prepare and shall be entitled to receive compensation pursuant to a final bill for transportation services rendered pursuant to this Agreement through the termination date. If the City terminates this Agreement for cause, due to the Contractor's failure to comply with any terms of this agreement, the Contractor shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement, and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 Upon written notice to the Contractor by the City of the Contractor's failure to fulfill any term of this agreement, if the Contractor fails fully or satisfactorily to perform the Professional Services within the time specified herein and does not correct such failure within a period of ten (10) days after receipt of notice from the City specifying such failure, the City may provide written notice of termination to the Contractor specifying the effective date thereof.

6.1.4 If the City terminates this Agreement for cause, then:

6.1.4.1 The City may elect to procure services similar to those terminated upon such terms and in such manner as it may deem appropriate;

6.1.4.2 The Contractor shall upon demand by the City therefore promptly deliver to the City all finished or unfinished documents, reports, photographs,

films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession or control of the Contractor and relating to the Professional Services; and

6.1.4.3 The Contractor shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, and to other documents whether delivered to City or in possession of the Contractor, and to any authorized reimbursement expenses.

6.1.5 The Contractor may, by giving written notice to the City of such termination and specifying the effective date thereof, terminate the whole or any part of this Agreement if the City fails to fulfill timely its obligations under this Agreement and does not correct such failure within a period of thirty (30) days after receipt of notice from the Contractor specifying the nature of such failure.

6.1.5.1 If the Contractor terminates this Agreement in whole or in part pursuant to this Section 6.1, then the Contractor shall be entitled to be paid compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, provided such has been delivered to the City, and to any authorized reimbursable expenses.

6.2 Non-Assignability. The Contractor shall not assign or transfer or subcontract any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Contractor shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Contractor shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Commercial General Liability Insurance, written on an "occurrence" basis with a minimum limit of liability of FIVE MILLION DOLLARS ($5,000,000) combined single limit per "occurrence" for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, then such aggregate limit shall not be less than FIVE MILLION DOLLARS ($5,000,000) and shall contain a per location aggregate limit.

(c) Business Automobile Liability Insurance, for all vehicles used in relationship to taxi-based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability coverage with a limit of liability of TWO MILLION DOLLARS ($2,000,000) combined single limit per accident for bodily injury and property damage."

(d) Each such policy of insurance referenced above shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as an additional insured the City, its officers and employees.

3) Specify that the policy shall act as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Contractor pursuant to the terms of this Agreement and in the case of subcontractors, Contractor shall cause said subcontractors to provide evidence of insurance in the same amount and to the same extent as required of the Contractor.

6.5 Indemnification. Contractor agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Contractor's performance of this Agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

6.6 Compliance With Applicable Law. The Contractor and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Contractor and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Contractor.

6.7.1. The Contractor shall be an independent Contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Contractor, or any of the

Contractor's employees, except as herein set forth, and the Contractor expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Contractor is and shall at all times remain to the City a wholly independent Contractor and the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

(e) Contractor and City warrant and represent that prior to executing this Agreement that they each have consulted with an attorney or have knowingly and voluntarily chosen not to seek such consultation regarding this Agreement.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties hereto.

6.11 Corrections. In addition to the above indemnification obligations, the Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's report or plans. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor.

6.12 Files. All files of the Contractor pertaining to the City shall be and remain

the property of the City. The Contractor will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.13 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.14 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.15 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.16 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith.

6.16.1 Dispute Resolution Through Mediation And Binding Arbitration; Waiver Of Bench And Jury Trial Rights: In the event of a dispute arising out of, or in any way relating to, this Agreement, the parties shall attempt to informally resolve the matter. If the matter cannot be resolved informally, the Contractor AND City agree that the dispute will be submitted exclusively to final and binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS"), unless the parties agree in writing to a different arbitration method or forum. The parties agree that the arbitrator selected must be a retired judge or justice. The parties expressly agree to waive any and all rights to a bench or jury trial, and that judicial recourse shall be limited to seeking provisional remedies (i.e., temporary restraining orders and/or preliminary injunctions), and to petitions seeking to compel arbitration of disputes.

6.17 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Contractor, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement,

is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Contractor.

6.18 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

To City:
Steve Costley
Director of Parks & Recreation
City of South Gate
4900 Southern Avenue
South Gate, CA 90280
Phone: 323-563-5478
Fax: 323-564-8632
E-mail: scostley@sogate.org

To Contractor:
Marco A. Soto
Vice President of Marketing and Public Affairs
Administrative Services Cooperative, Inc., Fiesta Taxi Cooperative, Inc. dba: Fiesta Taxi or 1-800-TAXICAB
2129 West Rosecrans Avenue
Gardena, CA 90249
Phone: 310-851-5050
Fax: 310-327-1703
E-mail: msoto@layellowcab.com

Copy To:
Yodit Glaze
City Clerk
Office of the City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: yglaze@sogate.org
Phone: 323-563-9511

6.19 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 SCOPE OF WORK. Terms cited in this scope of work may be outlined in greater detail in Attachment "A". In the event of a conflict, the terms of this Agreement shall govern over the Contractor's proposal.

7.1 Demand-Response System (Phone-A-Ride) specific requirements are as follows:

7.1.1 Provide transportation to eligible City residents - The operator will be expected to provide trips for both same-day service as well as trips being scheduled one or more days in advance. Persons will be encouraged to call for service a day in advance. All trips must be requested individually. "Flag-downs" or requests for service directly between driver and residents are not allowed. Contractor bears the sole risk of providing services to any resident who is not an existing and valid holder of an EZTransport card.

7.1.2 Eligible users for Phone-A-Ride are only the City's senior and disabled population. For the purposes of this program, "Seniors" are defined as South Gate residents that are age 62 years or older. Eligible users must be registered with the City of South Gate Department of Parks and Recreation. The City will provide eligible users with appropriate identification as such in a means agreeable to the Contractor and the Contractor shall require such identification as a condition of providing transport services at the time of pick-up.

7.1.3 Hours of Service - Demand-response service shall be available 24 hours per day, seven days per week including holidays. The City may, at its sole discretion, reduce the hours of service upon ten (10) calendar days written notice to the Contractor.

7.1.4 Fare Level – Any fare charged directly to the PAR customer will be determined by the City of South Gate at its sole discretion. Currently, there is a $1.00 per trip fee charged to the customer at the time of service. The City may change fares at its sole discretion with ten (10) calendar days written notice to the Contractor. Any fares charged will be collected by the Contractor and accounted for and deducted from the monthly invoice presented to the City. Collection and accounting of these fares is solely the responsibility of the Contractor and as such, the amount of each fare will be deducted from the City's invoice based upon the number of trips regardless of the amount collected by the Contractor.

7.1.5 Cost of Service – Meter rates shall remain at the levels stipulated in the attached Contractor's proposal for the term of the Agreement. Annually, the Contractor may request an increase in these rates for the coming term up to a maximum of those meter rates allowed by the County of Los Angeles. Such increases are subject to approval by the City in the City's sole discretion.

7.1.6 Service Area – The Phone-A-Ride program will provide service within the boundaries of the City of South Gate. Additionally, trips will be provided for medical purposes to the following locations:

Professional Offices, 3100 Florence Ave, Huntington Park, 90255
Medical Offices, 4566 E Florence Ave, Bell / Cudahy, 90201
Medical Offices, 5101 Florence Ave, Bell / Cudahy, 90201
Medical Offices, 6001 Clara St., Bell Gardens, 90201
Bell Gardens Pharmacy, 7625 Eastern Ave, Bell Gardens, 90201
Davita Premier Dialysis Center, 7612 Atlantic Ave, Cudahy, 90201
Kaiser Permanente, 7825 Atlantic Ave, Cudahy, 90201
Rancho Los Amigos Medical Center, 7601 E Imperial Highway, Downey, 90242
Medical Offices, 10800 Paramount Blvd., Downey, 90241
Downey Regional Medical Center and associated medical facilities within two blocks
Kaiser Permanente, 9333 - 9449 Imperial Highway (Including 12200 Bellflower Blvd), 90242
Kaiser Permanente, 9333 - 9400 Rosecrans Ave & 14371 Clark Ave, Bellflower, 90706
Davita Inc, Dialysis Center, 4345 E. Imperial Hwy, Lynwood, 90262

Davita Kidney Dialysis Center, 3600 Martin Luther King Jr. Blvd, Lynwood, 90262
St. Francis Hospital, Lynwood, and associated medical facilities within two blocks
Martin Luther King Medical Center, 12021 Wilmington, Los Angeles, 90059

This list may be updated by direction of Director of Parks and Recreation with ten (10) days written notice to meet changing transit needs.

7.1.7 Shared Rides - Shared rides, in which more than one passenger is picked up, are encouraged. Companions accompanying an eligible EZTransport card holder and sharing the same pick-up point and destination as the EZTransport card holder shall not be charged a fee. Likewise the Contractor shall not bill the City for that companion's ride. In the event an EZTransport cardholder shares a ride or portion of a ride with another EZTransport card holder, the City shall be billed for only one rider during that portion of the trip where more than one cardholder is in the vehicle. Phone-A-Ride trips may not be shared with non-Phone-A-Ride trips.

7.1.8 Passenger Packages – Passengers traveling from shopping (grocery or otherwise) shall be allowed up to five (5) packages per trip. Drivers are not required to assist passengers with packages. City is not responsible for any lost or damaged packages.

7.1.9 Vehicles – Vehicles will be provided by the Contractor. If not new, vehicles should be in a condition so that they do not exceed the Federal Transit Administration (FTA) approved useful life in terms of miles during the initial term of this Agreement. The City reserves the right to inspect and accept or reject the proposed vehicles. All vehicles shall be fully equipped taxicabs, painted with Fiesta Taxi or 1-800-TAXICAB logo and trade dress, and shall be either (a) full-size sedans, minivans and full-size vans with a seating capacity of not less than 5 passengers, or (b) minivans modified for wheel chair accessibility, compliant with all ADA regulations, and equipped with a ramp and not less than two wheelchair tie downs. In order to encourage fuel efficiency, a portion of the fleet may also consist of smaller vehicles which are hybrid or alternative fuel technologies. Contractor will work with City to assure that appropriately sized vehicles are used on every customer call. All drivers shall be fully licensed as required by law.

7.1.10 As part of this Agreement, the Contractor shall be required to maintain availability of ADA accessible vans to provide service within the designated service area at all times. A minimum of twelve (12) wheelchair-accessible minivans shall be operated in South Gate or surrounding communities and shall be licensed for use in the City of South Gate. A minimum of 2 of these vans will be in service and prioritized for service to South Gate non-ambulatory Phone-A-Ride customers at all times between the hours of 8:00am and 10:00pm weekdays. At least one van will be in service and similarly prioritized for South Gate at all other hours.

7.1.11 The City may set, at its sole discretion, a limit to the maximum amount of trips per month that each patron is allowed under the PAR program. This

trip limit may be adjusted for individuals due to justifiable needs or may be changed for all patrons with 10 day's notice by the City. These limits will be managed by the City through the EZ Transit Card system requiring only that the driver verify on each passenger trip by swiping the customers card. Any trips honored by the Contractor or his agents beyond the allotted trips are at the Contractor's sole risk and expense.

7.1.12 The City wants to encourage use of the PAR system to provide seniors with easy access to the Margaret Travis Senior Center located at South Gate Park. Trips which originate or terminate at the Senior Center will not be counted against the passengers monthly trip limit. Trips to or from the Senior Center will still be charged at $1.00 per trip. In order to encourage ride sharing, passengers who share rides will only be charged $1.00 for all passengers, regardless of the number of stops required to pick up or drop off individual passengers so long as all passengers either begin or end their trip at the Senior Center.

7.2 General Operating Standards

7.2.1 The Contractor shall coordinate, manage, and control all necessary program activities which shall include: operating the services, vehicle maintenance and management personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

7.2.2 The Contractor shall not enter into agreement with any other party for use of equipment or personnel involved in the provision of this service without the approval of the City.

7.2.3 Contractor's Personnel and Subcontractors

7.2.3.1 The Contractor shall be solely responsible for the satisfactory work performance of all employees, and any of its subcontractors, as such performance was described by the RFP and any other reasonable performance standard that may be established by the City from time to time. The Contractor shall be solely responsible for payment of all employees' wages and benefits, and all subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or any claims asserted by any subcontractor arising from or in any way related to services rendered in connection with this Agreement.

7.2.3.2 Training and performance standards for all personnel shall be in compliance with those standards and practices outlined in the attached Contractor's proposal. The City may, at its discretion, require additional training practices or standards for the Contractor's personnel if it is found that the proposed practices are not achieving the City's expectations.

7.2.3.3 City shall have the right to demand removal from the program, for reasonable cause, any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel or sub-contractors.

7.2.4 Vehicle Operators

7.2.4.1 Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. Bus (11 passenger or greater) operators must have at least a valid California Class II or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, as well as, any other licenses required by applicable federal, state and local regulations. All taxi operators must have a valid South Gate Taxicab Driver's Permit including criminal background check and a valid California Class C Driver's License. All vehicle operators must meet the minimum standards listed below. Contractor shall comply with the hiring standards listed in their proposal including their background check policies and procedures.

- Not have been convicted of any felony or of a misdemeanor involving dishonesty, theft, vandalism, violence or moral turpitude. Background checks must include submittal of fingerprints to the Department of Justice.
- Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- Not be addicted to the use of alcohol or controlled substances.
- Not be subject to outstanding warrants for arrest.
- Able to read, write and speak English. Bilingual skills in Spanish are highly desirable.
- Thorough knowledge of the service area street network.
- Sensitivity to passengers' needs, including assisting passengers, upon their request.
- Able to handle complaints and problems as required.

7.2.4.2 Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of South Gate, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act.

7.2.4.3 Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securement systems, as well as, other equipment which they may be expected to use in the Phone-A-Ride services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

7.2.4.4 While performing their duties, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear name tags clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag.

7.2.4.5 The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired or contracted for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any.

7.2.5 Maintenance Staff - Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment used for the City's service. Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment.

7.2.6 Dispatching and Service Information Personnel - Contractor shall have capable and courteous personnel who are responsible for taking Phone-A-Ride requests and responding to telephone inquiries regarding transportation services. At least one bilingual (Spanish) dispatcher will be available during normal service hours with the ability to transfer calls to this dispatcher as needed.

7.2.7 Vehicles/Equipment

7.2.7.1 Contractor will insure that an ADA accessible vehicle will be dispatched to all calls that require ADA accessibility.

7.2.7.2 All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the vehicles. Maintenance records for each vehicle will be maintained for a period of 3 years beyond termination of this contract and must be provided to the City on demand.

7.2.7.3 A preventative maintenance program must be established in accordance with the attached Contractor's proposal. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. Preventive maintenance inspections and servicing shall occur not less than every 3,000 miles or thirty days, whichever is less. A record of all such

inspections shall be kept by Contractor and made available to the City.

7.2.7.4 Inspection of each vehicle shall be completed after its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems (if applicable), wheelchair lifts and exit doors are in proper operating condition.

7.2.8 Applicable Codes and Regulations

7.2.8.1 All vehicles used for South Gate services shall be safe for operation on public streets and meet all the appropriate requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the Federal Vehicle Safety Standards and the California Code of Regulation, Title 13. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations.

7.2.8.2 The Contractor shall participate in and comply with the DMV Pull Notice Program.

7.2.8.3 Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

7.2.9 Vehicle Maintenance

7.2.9.1 The Contractor shall provide and maintain appropriate vehicle storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment. Such facilities will be subject to inspection by the City.

7.2.9.2 At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

7.2.9.3 Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall not:

1. Install mismatched tires.
2. Perform partial brake relines without determining the cause of abnormal or premature wear.
3. Allow tires to wear more than 3/32 tread depth.
4. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction.
5. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled

and unscheduled inspections.

6. Allow any reported wear item to go un-repaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

7.2.9.4 The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

7.2.9.5 Vehicles must be kept clean including exterior washing at least once weekly and after every rain, with the vehicle interiors swept or vacuumed daily to remove all dirt and debris. All graffiti must be removed each day so that no vehicle leaves the storage facility with any graffiti. Etching on windows must be removed and replaced as soon as practical but no later than one month.

7.2.9.6 Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

7.2.9.7 The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment a trouble call is received until a substitute vehicle arrives will be no more than 20 minutes.

7.2.9.8 The Contractor shall install a two-way radio communications system for the Phone-A-Ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice. The radio communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle as well as each administrative vehicle shall have a receiver/transmitter installed and operational. In addition, one hand-held mobile unit with a charger or fixed base station shall be provided for the City, for the purpose of providing communications between the dispatch office and revenue service vehicles during emergencies. Contractor shall be responsible for maintenance of the radio equipment to keep it in good operating condition, and must comply with all applicable federal statutes and regulations in connection with its use.

7.2.9.9 The Contractor shall notify the City of all accidents, both by telephone (within one hour) and in writing (by the close of the next business day).

7.2.10 Operational Emergencies

7.2.10.1 The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. Contractor shall be responsible for the handling and resolution of all

operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions - Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures - Contractor shall require the vehicle operators to report any in--service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure - Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances - Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor or dispatcher. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers - Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the supervisor shall notify the County Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents - Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The

supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

7.2.11 Management - The Contractor shall be responsible for program management according to specified operating procedures. The City may establish additional requirements which are reasonable for operation of this service after consultation with the Contractor. Further, the Contractor shall work closely with City staff in scheduling and management of resources to ensure the most cost-effective operation while maintain customer service performance standards.

7.2.12 Operating Performance Standards and Penalties - The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public. To ensure that the Contractor's operation meets all requirements of the City, the City will set performance standards for its services. Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City may assess liquidated damages. All liquidated damages assessed against the Contractor will be deducted from the monthly invoices by the same amount. The City's Director of Parks and Recreation shall maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages against the Contractor. The following examples are to establish a standard for common causes of liquidated damages and are in no way intended to limit the ability of the Director of Parks & Recreation to assess liquidated damages for other causes or at different levels based upon the specific circumstances of each occurrence.

7.2.12.1 Complaints – All complaints, whether received by the City or Contractor, shall be responded to by the Contractor within one week of the Contractor's receipt of the complaint, either written or verbal. The response shall be in writing and shall specifically address the complaint and explain the reason for the events which precipitated the complaint. A copy of each letter sent by the Contractor responding to the complaints shall be sent to the City of South Gate.

The City and Contractor shall investigate and document all complaints or citizen concerns as part of program administration by collecting and sharing as much pertinent information regarding the complaint and the circumstances surrounding the complaint. The Contractor shall provide the City with appropriate documentation and justification on all complaints that Contractor feels are unwarranted or that have extenuating circumstances. The City shall determine appropriate actions

to be taken as a result of complaints with the cooperation of the Contractor.

7.2.12.2 Customer service is very important in building ridership and support for this service. Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. Contractor shall not be held responsible for the failure to provide on time service due to weather, unavoidable vehicle malfunctions, and/or naturally occurring disasters.

7.2.12.3 The following specific applications are designed to establish common situations which may result in liquidated damages being assessed and the amount of those damages. These examples are in no way intended to limit the ability of the City to assess damages as determined to be appropriate in any actual situation:

a. All service complaints including, but not limited to; missed pick-ups, late pick-ups (more than 25 minutes past the scheduled pick up time), inappropriate advertising or graffiti, and rude behavior (including asking for or demanding tips), whether written or verbal, shall be reported to the City. If the City receives five (5) or more verified service complaints during any calendar month, the City may assess $1,000 in liquidated damages to be deducted from the next month's invoice. In the event of such assessment, the City must notify the Contractor in writing of their intent to assess such penalty and request that the Contractor reduce their invoice by the penalty amount.

b. A missed pick up is defined as failure to pick up a client even though the client has requested service and the Contractor has agreed to provide service at a mutually agreed upon time and place. The City will allow the Contractor to miss no more than two pick-ups in any calendar month. The City may assess $250 in liquidated damages for every missed pickup in excess of two in any calendar month to be deducted from the next month's invoice. In the event of such assessment, the City must notify the Contractor in writing of their intent to assess such penalty and request that the Contractor reduce their invoice by the penalty amount.

c. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency.

The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle with one that is acceptable to the City. Contractor shall be responsible for liquidated damages of $500 per day for service interruptions due to inadequate vehicles available.

d. If any regulatory agency or funding source penalizes the City for late, incomplete or

inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.

7.2.13 Contractor must have sufficient telephone lines to handle the additional calls from South Gate residents. Contractor shall provide a Customer Service telephone line which shall be a toll-free call from anywhere within the City of South Gate, to provide information and take Phone-A-Ride service requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and logged on a mutually agreed upon complaint form and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. Contractor must have a facsimile machine compatible with the City's and email capabilities.

7.2.14 The City may request and require the Contractor's assistance in applying for grants and funding opportunities to support or improve this service program. Unless otherwise stipulated or required by the granting agency, all funds received from grants received, National Transit Database (NTD) subsidy and other sources for the purpose of supporting or supplementing this program become property of the City, who, at its sole discretion, shall determine how best to use those funds.

7.2.15 Advertising on Vehicles - The City shall retain final authority over the types of advertising and specific ads that are acceptable on vehicles assigned to this program. For taxi cabs that are not dedicated to South Gate Phone-A-Ride service, but which may provide service to this program, Contractor warrants and represents that it will not use any taxi cab which carries any advertising that is for "adult oriented" businesses. Contractor acknowledges that these warrants and representations constitute a material term of this Agreement, and that a failure to comply with such warrants and representations shall be a basis for disciplinary warnings and actions, including suspension or termination, in whole or in part, of this Agreement, in the City's sole discretion. The City shall have the right to object to the content of any advertising carried on Fiesta's taxicabs providing service to the South Gate Phone-A-Ride program. In the event that the City makes such an objection, Fiesta agrees to remove vehicles with that particular advertising from service under the program until the advertising copy has been changed. Contractor also agrees to comply with any local, State or Federal ordinance or law relating to or governing limitations on advertising appearing on taxi cabs operating within City limits.

7.2.16 Program Operational Records - Records and reports should be consistent with all National Transit Database (NTD) requirements, as well as all other reporting required by the Los Angeles County Metropolitan Transportation Authority (Metro). In addition, the City of South Gate may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the

City, with appropriate back-up, no later than the tenth calendar day of each month, a summary report of operations for the service which will include at least:

7.2.16.1 Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.

7.2.16.2 Passenger pick-up and drop-off times and locations for the Phone-A-Ride service.

7.2.16.3 Operational problems, accidents, incidents and passenger complaints and any actions taken regarding these events. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the City no later than the next working day following Contractor's receipt of the complaint.

7.2.17 Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

7.2.18 City Access to Records - The City, or any of its duly authorized representatives, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to the contract. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

7.2.19 Marketing/Public Outreach

7.2.19.1 The City shall be responsible for public relations as well as the production of schedules and marketing and other promotional materials.

7.2.19.2 Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

7.2.19.3 Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

7.2.19.4 The Contractor shall participate in the

City's special events as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

7.2.19.5 To prevent any real or perceived potential conflict of interest, an abuse or otherwise improper use of the Phone-A-Ride Program, and/or the submission of inaccurate invoices by the Contractor to the City, Contractor shall not provide monetary compensation or other benefits and incentives to its employees or subcontractors, directly or indirectly, to encourage ridership of persons who are not otherwise eligible and authorized participants for the Phone-A-Ride program.

7.2.20 Operating During a Declared Emergency

7.2.20.1 Upon declaration of any emergency by the City Manager or his designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Public Works or his designee as part of the City's Emergency Response Plan.

7.2.20.2 The City shall be obligated to compensate the Contractor for services which significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

8.0 Federal Transportation Authority (FTA) Compliance Language

8.1 In the event that any or all of this agreement may be paid for using Federal Transportation funds provided directly by the FTA or as a pass through by another agency with funding originating from the FTA, the following requirements will be required. In the event that federal funding is used to pay for all or part of this project and any part of this section is found to be in conflict with any other section within this agreement, the terms and wording in this section will prevail.

8.2 Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

8.3 Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

8.4 School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

8.5 Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.6 Clean Water –

8.6.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

8.6.2 The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8.7 Anti-Lobbying - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

8.8 Access to Records - The following access to records requirements apply to this Contract:

8.8.1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

8.8.2 Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

8.8.3 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

8.8.4 Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

8.8.5 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

8.8.6 The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of

claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

8.8.7 FTA does not require the inclusion of these requirements in subcontracts.

8.9 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

8.10 Clean Air –

8.10.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

8.10.2 The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8.11 Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

8.12 No Obligation by the Federal Government.

8.12.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

8.12.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8.12.3 Program Fraud and False or Fraudulent Statements or

Related Acts.

8.12.4 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

8.12.5 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

8.12.6 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8.13 Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of South Gate. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of South Gate, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its

lower tier covered transactions.

8.14 Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

8.14.1 The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

8.14.2 The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

8.15 Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8.16 Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

8.16.1 Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

8.16.2 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

8.16.3 Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

8.16.4 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or

failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.17 Transit Employee Protective Act - The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. - § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

8.18 Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation*

Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its subcontractors.

e. The Contractor must promptly notify City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

8.19 Incorporation Of Federal Transit Administration (FTA) Terms -_FTA has developed the following incorporation of terms language- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8.20 Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 et seq., produce any documentation necessary to establish its compliance with Parts 655 et seq., and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of South Gate, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 et seq., and review the testing process. The Contractor agrees further to timely certify annually its compliance with Parts 655 et seq., as required by law and to submit the Management Information System ("MIS") reports before

(insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

This Agreement is executed on this 9th day of July 2024, at South Gate, California, and is effective as of July 1, 2024.

CITY OF SOUTH GATE:

By:_____
Gil Hurtado, Mayor

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: /S/
Raúl F. Salinas, City Attorney

FIESTA TAXI COOPERATIVE, INC:

_____
Marco A. Soto, Director of Operations

_____
Date

Item No. 8

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 9, 2024**
Originating Department: **City Attorney**

Department Director: *Raul F. Salinas* ***Assistant City Manager:*** *Arturo Cervantes*

SUBJECT: ATTORNEY RETAINER AGREEMENT WITH THE LAW FIRM OF LIEBERT CASSIDY WHITMORE FOR LEGAL SERVICES

PURPOSE: To approve attorney retainer agreement with the law firm of Liebert Cassidy Whitmore to provide legal services to the City.

RECOMMENDED ACTIONS:

a. Approving Attorney Retainer Agreement with the law firm of Liebert Cassidy Whitmore to provide legal services to the City related to consulting, representational and legal services pertaining to employment relations matters; and
b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Estimated impact is pending, but expected to be less than $36,000 and would fall within existing budgetary allocations. The exact amount of fees to be billed by the law firm is not known at this time, as it depends on the services rendered on an as-needed basis. The Firm's rates vary between $260-435 per hour and are within the range of rates charged for municipal legal services. Rates are adjusted on an annual basis each July 1st.

ANALYSIS: The Liebert Cassidy Whitmore firm is requesting approval of its standard retainer agreement. The firm has provided employment related services generally to the Human Resources department and the Police Department. The firm's current agreement with City expired as of June 30, 2024. This retainer agreement shall run from July 1, 2024 through and including to June 30, 2028.

ATTACHMENT: Proposed Retainer Agreement

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney" or "LCW"), and the CITY OF SOUTH GATE ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Sixty to Four Hundred Thirty-Five Dollars ($260.00 - $435.00). See Schedule I for a full Fee Schedule. LCW reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. LCW will provide the City with written notification of any adjustment in the range of rates and shall become effective only upon the approval of the City. LCW bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of LCW's Litigation and EDiscovery Management.

Other Expenses

City agrees to reimburse LCW for necessary costs and expenses incurred by LCW on behalf of City. LCW bills photocopying charges at Fifteen Cents ($0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. <u>File Retention</u>

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

7. **Assignment**

This Agreement is not assignable without the written consent of City.

8. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

9. **Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. **Term**

This Agreement is effective July 1, 2024 through June 30, 2028 and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE, A Professional Corporation	CITY OF SOUTH GATE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	$435.00
Senior Counsel	$365.00
Associates	$260.00 - $345.00
Labor Relations/HR Consultant	$280.00
Classification & Compensation Consultant	$200.00
Paralegals	$145.00
E- Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

2. COSTS

1. Photocopies	$0.15 per copy

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

Item No. 9

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: ***July 9, 2024***

Originating Department: **Parks & Recreation**

Department Head: *Steve Costley* ***City Manager:*** *Rob Houston* FOR ROB HOUSTON

SUBJECT: PURCHASE ORDER WITH MIKE CABRERA PRINTER TO PRODUCE THE CITY'S CONNECT BROCHURE FOR FY 2024/25.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a Purchase Order with Mike Cabrera Printer in the amount not-to-exceed $75,632 to print, fold, and mail the City "Connect" brochure;
b. Authorizing the City's Purchasing Division to issue a Purchase Order for this process in accordance with the City's purchasing ordinance and policies; and
c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required for future issues of the Connect.

FISCAL IMPACT: Funds for the "Connect" are already included in the current budget.

REPORT SUMMARY: The Parks & Recreation Department along with the City Manager's Office produce four (4) issues of the City News/Parks & Recreation Guide each year to keep the residents of South Gate informed of upcoming issues in the City. The brochure is mailed to over 25,000 residents in the City with additional copies available at the Park as well as City Hall and local libraries.
In May of 2024, staff went out to bid for production and mailing of the brochure for the next fiscal year. Intergraphics, our current provider, was the only bidder who responded to the bid. Their costs are within the current budget and staff are recommending that we continue with their services.

ATTACHMENT: Vendor Bid – Intergraphics Co

City Of South Gate

4900 SOUTHERN AVENUE * SOUTH GATE, CA 90280
(323) 563-5443 * FAX (323) 564-8632
www.cityofsouthgate.org

PARKS & RECREATION DEPARTMENT

Informal Bid: Printing Services – Quarterly Recreation Guide

Issue Date: May 23, 2024 Response due by: June 18, 2024 at 10:00 A.M

Company Name: INTERGRAPHICS COMPANY

Contact Name: MIKE CABRERA Title: PRESIDENT

Address: 103 CRABAPPLE DRIVE City: POMONA, CA Zip: 91767

Phone: 213-500-5455 Fax: 562-946-6606 Email: mike@intergraphicsco.com

Costs per issue (28,000 copies) delivered to the City of South Gate or local mailing house			
	40 page	44 page	48 pages
Setup, Printing and Delivery	$16,522.00	$18,212.00	$18,218.00
Tax	$0.00	$0.00	$0.00
Additional Expenses (specify)	Mailing Service: $690.00	Mailing Service: $690.00	Mailing Service: $690.00
Total	$17,212.00	$18,902.00	$18,908.00

Proposed upgrades, options or substitutions (*provide a clear description of the change to be made and the net change in cost that the change would represent*)			
		Proposed Change/Substitution	44-page change in cost
Stock		70# GLOSS BOOK #3	$1,690.00
Color		4/4, FULL-COLOR THROUGHOUT	
Binding		SADDLE STITCH ALON 11" WAY	48-page change in cost
Cover		SELF COVER: 70# SAME AS TEXT	$1,696.00
Other		Terms: Net 60 days after receipt of invoice	
Total			

Prices to be good for minimum of (120) working days from bid closing date listed above.

Bid Submitted by: MIKE CABRERA

Authorized Company Bidder Signature: [signature]

NOTE: Prices are based on current paper market and subject to change based on CPI Index or not to exceed 9% in 12 months, CPI Index adjustment beyond 12 months. Lead time notice to printer of 3 days is required to secure City with six (6) working day schedule and delivery.

Office of the
South Gate City Clerk

JUL 03 2024
FILED
9:30am

Item No. 10

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **July 9, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston* FOR ROB HOUSTON

SUBJECT: APPROPRIATION TO FUND HVAC EQUIPMENT RENTAL SERVICES WITH HERC RENTALS TO PROVIDE TEMPORARY COOLING AT CITY HALL, THE POLICE STATION AND THE SPORTS CENTER

PURPOSE: To authorize the City Manager to approve a Purchase Order with HERC Rentals for temporary HVAC equipment rentals.

RECOMMENDED ACTIONS: The City Council will consider:

a. Authorizing the City Manager to approve a Purchase Order with HERC Rentals to fund equipment rentals needed to operate the HVAC systems at City Hall, the Police Station and Sports Center for up to a seven-month period, in an amount not to exceed $454,000; and
b. Appropriating $479,000 in General Funds to fund the Purchase Order with HERC Rentals.

FISCAL IMPACT: An appropriation of $479,000 in General Funds is needed to fully fund the Purchase Order with Hertz Rentals.

ANALYSIS: The HVAC systems at City Hall, the Police Station and Sports Center were installed over 30 years ago and are stressed during summer months. The chiller systems at the Police Station and Sports Center are in a condition operationally that are at times inadequate to meet demands when the outside air temperature exceeds 85 degrees Fahrenheit. City Hall air handler equipment experiences performance reliability issues and tends to fail during the same period and conditions. The Capital Improvement Program has over $6 Million to make major repairs and enhancements; however, work will be completed in 2025.

In April 2024 as outside temperatures began to increase, the Sports Center chiller could no longer meet the cooling demands of the ongoing indoor activities. The Department of Public Works, with administrative approval of the City Manager, obtained temporary HVAC equipment rental services from Herc Rentals for required systems at City Hall, Police Station, and Sports Center. The total estimated budget need for seven months of equipment rentals is $479,000. This provides $238,000 for the Police Station, $210,000 for the Sports Center, $6,000 for the City Hall and a $25,000 contingency.

The City has purchased a chiller for the Sports Center and Police Station. These will be installed as soon as possible so as to eliminate the need for equipment rentals.

BACKGROUND: The City Hall, Police Station and Sports Center buildings are equipped with HVAC systems that are more than 30-years old. The standard industry norm for HVAC equipment lifespan is 20 years and in the milder conditions of California, 25 years is the accepted norm based on many decades of experience. These systems are past the California standard of 25 years. These systems experience performance reliability issues and tend to fail in the summer seasons, thereby placing at risk essential public services.

The Department of Public Works obtained services from HERC Rental through Omnia Partners Cooperative Contract Purchasing Program (Contract No. 2019000318), pursuant to Purchasing Ordinance guidelines: 1.54.510 Exemptions from formal and informal bidding procedures, with administrative approval of the City Manager to acquire the needed equipment for all three locations. The estimated rental period is for up to seven months depending on weather conditions. Total rental charges and fees are determined by quotes received.

ATTACHMENTS:

A. Herc Rental Reservation and Rental Contracts/Quotes
B. Omnia Partners Cooperative Contract Purchasing Program (Contract No. 2019000318)
C. Omnia Partners Gold Price Schedule
D. ICRMA Certificate of Insurance for Rental Contracts

OH:lc

Attachment A

Show R.A. Number on all Correspondence

QUOTE

HercRentals™

R.A. No. 55933968

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 902802557 323-563-5785

DESCRIPTION/CHARGES

EST START: 5/09/24 11:21 **EST RETURN:** 6/06/24 11:21 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE HARRELL DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: YD 12 TON UNITS - GENERATORS /

Rates subject to availability

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html or contact your Herc Rentals servicing location for more information.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
2	12 TON PORT AIR COND W/HEAT 3PH 208/230V 7181302	8/	456.00	76.00	456.00	1148.00	2890.00	5780.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							43.35
	RENTAL PROTECTION PLAN							867.00
4	40KW GENERATOR DSL 5011040	8/	285.00	47.50	285.00	745.00	1615.00	6460.00
	TRIPLE SHIFT RATES ARE RATES X 2 RATES FOR EACH GENERATOR ARE $570/$1590/$3230							
	CA PROPERTY TAX RECOVERY FEE 2217999001							48.45
	RENTAL PROTECTION PLAN							969.00
2	CABLE 2 50FT CAMLOCK 5 BANDED 9400516	8/	34.00	5.67	34.00	77.00	159.00	318.00

CONTINUED

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RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____ **Terms are due upon receipt** Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

QUOTE

HercRentals™

R.A. No. 55933968

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 902802557 323-563-5785

DESCRIPTION/CHARGES

EST START: 5/09/24 11:21 **EST RETURN:** 6/06/24 11:21 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE HARRELL DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: YD 12 TON UNITS - GENERATORS /

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
	CA PROPERTY TAX RECOVERY FEE 2217999001							2.39
	RENTAL PROTECTION PLAN							47.70
6	HVAC DUCTING WHT 12X25 6P 9254430	8/	14.00	2.33	14.00	32.00	79.00	474.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.56
	RENTAL PROTECTION PLAN							71.10
6	HVAC DUCTING WHT/WHT 12X25 4P 9254432	8/	14.00	2.33	14.00	32.00	79.00	474.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.56
	RENTAL PROTECTION PLAN							71.10

* * * Items are priced per piece * * *

CONTINUED

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Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

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QUOTE

HercRentals™

R.A. No. 55933968

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DESCRIPTION/CHARGES

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SHIPPED BY: 16 ORDERED BY: OSIE HARRELL DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: YD 12 TON UNITS - GENERATORS /

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
8	LABOR 3730000001 - LABOR SETUP	EA	110.000	880.00
672	PREVENT MAINT $1.50 3770000001 - PREVENTATIVE MAINTENANCE	EA	1.500	1008.00
	DELIVERY CHARGE			500.00
	PICKUP CHARGE			500.00

Sub-total:	16495.31
Rental Protection Plan:	2025.90
Tax:	1600.57
Total:	20121.78

Taxable Sub-total: 15615.31

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Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

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RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html . Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this Insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

U.S.RA 03-30-23

Show R.A. Number on all Correspondence

QUOTE

HercRentals™

R.A. No. 55933907

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 902802557 323-563-5785

DESCRIPTION/CHARGES

EST START: 5/08/24 10:48 **EST RETURN:** 6/05/24 10:48 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: PD CHILLER / **Rates subject to availability**

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html or contact your Herc Rentals servicing location for more information.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	30 TON AIR COOLED CHILLER W PUMP 7181750	8/	581.00	96.83	581.00	1684.00	4630.00	4630.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							34.73
1	100KW GENERATOR DSL 5011100	8/	430.00	71.67	430.00	1135.00	3175.00	3175.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							23.81
1	CABLE 2 50FT CAMLOCK 5 BANDED 9400516	8/	34.00	5.67	34.00	77.00	159.00	159.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							1.19
1	CONTAINMENT BERM 8X14 9131031	8/	47.00	7.83	47.00	116.00	315.00	315.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							2.36
2	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS 7792401	8/	12.00	2.00	12.00	22.00	65.00	130.00

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____ **Terms are due upon receipt** Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

QUOTE

HercRentals™

R.A. No. 55933907

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 902802557 323-563-5785

DESCRIPTION/CHARGES

EST START: 5/08/24 10:48 **EST RETURN:** 6/05/24 10:48 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: PD CHILLER /

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
	CA PROPERTY TAX RECOVERY FEE 2217999001							.98
2	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS 7792405	8/	17.00	2.83	17.00	35.00	97.00	194.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							1.46
2	PIPE 45 DEG ELL 4 IN BY VARIOUS OUTPUT 9202016	8/						N/C
	CA PROPERTY TAX RECOVERY FEE 2217999001							N/C
2	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT 9202018	8/						N/C
	CA PROPERTY TAX RECOVERY FEE 2217999001							N/C

* * * Items are priced per piece * * *

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____ **Terms are due upon receipt** Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

QUOTE

HercRentals™

R.A. No. 55933907

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 902802557 323-563-5785

DESCRIPTION/CHARGES

EST START: 5/08/24 10:48 **EST RETURN:** 6/05/24 10:48 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE DROP TIME: _____

ORDER DATE: 5/06/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: PD CHILLER /

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
18	LABOR 3730000001 - LABOR SETUP	EA	110.000	1980.00
4	LABOR 3730000001 - LABOR SETUP	EA	110.000	440.00
	DELIVERY CHARGE			465.00
	PICKUP CHARGE			465.00

Sub-total: 12017.53

Taxable Sub-total: 9597.53

Tax: 983.76

Total: 13001.29

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RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employer's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html . Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (I) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (II) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this Insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

U.S.RA 03-30-23

RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55924160

BRANCH: **676**	BILL TO CUSTOMER: **2654363**	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**SPORTS CENTER** 9520 HILDRETH AVE SOUTH GATE, CA 90280 323-864-5216

DESCRIPTION/CHARGES

EST START: 5/07/24 13:41 **EST RETURN:** 6/04/24 13:41 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE HARREL DROP TIME: _____

ORDER DATE: 5/01/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: SPORTS CENTER CHILLER AND GENERATOR / 2 - SPORTS CENTER -

NOTICE: THIS RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A RENTAL PROTECTION PLAN ("RPP") TO COVER YOUR RESPONSIBILITY FOR ACCIDENTAL DAMAGE TO THE EQUIPMENT OR VEHICLE. DETAILS OF RPP ARE ON OUR WEBSITE AT https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html. BEFORE DECIDING WHETHER TO PURCHASE RPP, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE EQUIPMENT OR VEHICLE. YOU WILL BE CHARGED RPP UNTIL YOU PROVIDE A CERTIFICATE OF INSURANCE IN ACCORDANCE WITH SECTION 8 OF THIS RENTAL AGREEMENT.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	100 TON AIR COOLED CHILLER W PUMP 800371549	8/	1275.00	212.50	1275.00	3450.00	8550.00	8550.00
	OMNIA GOLD - RATES							
	CA PROPERTY TAX RECOVERY FEE 2217999001							64.13
	RENTAL PROTECTION PLAN							1282.50
10	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS 7792405	8/	17.00	2.83	17.00	35.00	97.00	970.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							7.28
	RENTAL PROTECTION PLAN							145.50
6	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT 9202018	8/	6.00	1.00	6.00	12.00	27.00	162.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							1.22
	RENTAL PROTECTION PLAN							24.30

CONTINUED

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A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

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RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55924160

BRANCH: 676	BILL TO CUSTOMER: 2654363	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**SPORTS CENTER** 9520 HILDRETH AVE SOUTH GATE, CA 90280 323-864-5216

DESCRIPTION/CHARGES

EST START: 5/07/24 13:41 **EST RETURN:** 6/04/24 13:41 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE HARREL DROP TIME: _____

ORDER DATE: 5/01/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: SPORTS CENTER CHILLER AND GENERATOR / 2 - SPORTS CENTER -

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
2	175KW GENERATOR DSL 5011175	8/	644.00	107.33	644.00	1775.00	3895.00	7790.00
	Triple Shift Rates Reflected in (2) unit							
	CA PROPERTY TAX RECOVERY FEE 2217999001							58.43
	RENTAL PROTECTION PLAN							1168.50
4	CABLE 4/0 50FT CAMLOCK 9400815	8/	24.00	4.00	24.00	68.00	132.00	528.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.96
	RENTAL PROTECTION PLAN							79.20
1	CONTAINMENT BERM 8X14 9131031	8/	47.00	7.83	47.00	116.00	315.00	315.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							2.36
	RENTAL PROTECTION PLAN							47.25
2	PIPE ADAPTER 4 FLANGE X VICTAULIC 9202329	8/	7.00	1.17	7.00	15.00	36.00	72.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							.54

CONTINUED

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Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

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RESERVATION AND RENTAL CONTRACT ** COPY **

HercRentals™

R.A. No. 55924160

BRANCH: 676	BILL TO CUSTOMER: 2654363	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**SPORTS CENTER** 9520 HILDRETH AVE SOUTH GATE, CA 90280 323-864-6216

DESCRIPTION/CHARGES

EST START: 5/07/24 13:41 **EST RETURN:** 6/04/24 13:41 DROP DATE: _____

SHIPPED BY: 16 ORDERED BY: OSIE HARREL DROP TIME: _____

ORDER DATE: 5/01/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: SPORTS CENTER CHILLER AND GENERATOR / 2 - SPORTS CENTER -

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
	RENTAL PROTECTION PLAN							10.80
1	PIPE ADAPTER 4 FLANGE X F CAM 9202322	8/	5.00	.83	5.00	15.00	42.00	42.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							.32
	RENTAL PROTECTION PLAN							6.30
1	PIPE ADAPTER 4 FLANGE X M CAM 9202323	8/	5.05	.83	5.00	15.00	42.00	42.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							.32
	RENTAL PROTECTION PLAN							6.30
2	VICTAULIC PIPE CLAMP 4 9211203	8/						N/C
	CA PROPERTY TAX RECOVERY FEE 2217999001							N/C

* * * Items are priced per piece * * *

CONTINUED

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Customer Name _____ Title _____

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R.A. No. 55924160

BRANCH: 676	BILL TO CUSTOMER: 2654363	SHIPPING ADDRESS
HERC PROSOLUTIONS CARSON 22422 S. ALAMEDA STREET CARSON, CA 90810 310-233-5000	**CITY OF SOUTHGATE** 8650 CALIFORNIA AVE SOUTHGATE, CA 90280-2557	**SPORTS CENTER** 9520 HILDRETH AVE SOUTH GATE, CA 90280 323-864-5216

DESCRIPTION/CHARGES

EST START: 5/07/24 13:41 **EST RETURN:** 6/04/24 13:41 DROP DATE: _____

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ORDER DATE: 5/01/24 SALESPERSON: 316 SALES COORDINATOR:

PO# / JOB#: SPORTS CENTER CHILLER AND GENERATOR / 2 - SPORTS CENTER -

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount

SALES ITEMS:

Qty	Item number	Unit	Price
32	LABOR	EA	110.000
	3730000001 - LABOR SETUP		
672	PREVENT MAINT $2.00	EA	2.000
	3770000001 - PREVENTATIVE MAINTENANCE		

DELIVERY CHARGE	660.00
PICKUP CHARGE	660.00
Sub-total:	24793.56
Rental Protection Plan:	2770.65
Taxable Sub-total: 21273.56 — Tax:	2180.58
Total:	29744.79

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is $20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. TO END RENTAL CHARGES, Customer must call the branch to get a release #.

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THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____ Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html . Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. INSURANCE. Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of $1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of $1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements.** FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this Insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISEN OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT,BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

14. MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this and the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

16. ELECTRONIC SIGNATURES. Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION. All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

U.S.RA 03-30-23

Attachment B

Contract N0. 2019000318
Vendor No. 20941

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of November, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the
"Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**
The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

1.1.	EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
1.2.	EXHIBIT B:	Scope of Services
1.3.	EXHIBIT C:	Charlotte Business INClusion Program
1.4.	EXHIBIT D:	Federal Contract Terms and Conditions

2. **DEFINITIONS.**
This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:
City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.
Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES.** Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY: Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY:**

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

    (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.

26. **RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

    28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

    28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

    28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

    28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

    28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue), or if a** receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the products and services on an as-needed basis; and

28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. **NO DELAY DAMAGES**: Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.

30. **MULTIPLE CONTRACT AWARDS**. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION**: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

    The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

    38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

    38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

    38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

    38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.1.5 Citizen or employee social security numbers collected by the City.

42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.1.8 Any attorney / client privileged information disclosed by either party.

42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.

42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services

42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

42.3.1 Was already known to Company prior to being disclosed by the City;

42.3.2 Was or becomes publicly known through no wrongful act of Company;

42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

42.3.4 Was used or disclosed by Company with the prior written authorization of the City;

42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. **MISCELLANEOUS**

44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: _____

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

HercRentals™

Rebates
We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- $50,000 to $100,000 = 0.5%
- $100,001 to $250,000 = 1.0%
- $250,001 to $500,000 = 1.5%
- $500,001 to $750,000 = 2.0%
- $750,001 to $1,000,000 = 2.5%
- $1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.
To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings
Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to $2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response
Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.
In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit B
Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

2.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

2.2.2 At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

2.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

2.2.4 At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Optional Purchase of Equipment

2.3.1 Purchase of New Equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.2 Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.3 Purchase: Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab).**

2.3.4 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

2.3.5 Additional Fees

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

2.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.5 New Products and Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.6 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.7 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.8 Safety

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.9 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.10 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.11 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.12 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C
Charlotte Business INClusion Program

Charlotte Business INClusion Program
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be $800,000 annually: The total work performed by MWSBEs in the aggregate.

Subcontracting
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be $800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if **your company** is any of the following:

____ MBE ____ WBE ____ SBE

List Information for Each MWSBE to be Utilized on this Project *Copy this form as needed to list all MWSBEs*	
Firm Name	Streeter Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Shoreline Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	EASTWAY WRECKER SERVICE, INC.
Work to be Performed	Equipment Hauling

Dollar Amount	$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000

Company Name: Herc Rentals, Inc.

Representative (signed):

6/21/2018
Date

Jason Oosterbeek
Representative Name

Contract N0. 2019000318
Vendor No. 20941

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	James Streeter Trucking	Vendor #:	
Address:	6824 Old Statesville Rd, Charlotte, NC 28269		
Contact Person:	James Streeter	Email:	streetertrucking@aol.com
Telephone:	(704) 509-1250	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Shoreline Trucking	Vendor #:	
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110		
Contact Person:	Horace Shaw	Email:	shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Eastway Wrecker Service Inc	Vendor #:	
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208		
Contact Person:	Karen	Email:	Karen@eastwaywreckerinc.com
Telephone:	(704) 393-3027	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

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Contract NO. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:
MWSBE Subcontractor:	Signature and Title James Streeter Trucking	Date:
MWSBE Subcontractor:	Horace Shaw Owner Signature and Title Shoreline Trucking	Date: 9-12-19
MWSBE Subcontractor:	Signature and Title Eastway Wrecking Service Inc.	Date:

Scanned with CamScanner

Contract NO. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities.

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $

To be completed by [redacted]SBE Subcontractor:			
Name of MWSBE:	Cook Truck Equipment & Tools Inc.	Vendor #:	8795
Address:	2617 Starita Road, Charlotte, NC 28269		
Contact Person:	Joy Cook	Email:	Kashacooktruck@gmail.com
Telephone:	704 392-4138	Fax:	704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
[redacted]SBE Subcontractor:	W.T. Cook president Signature and Title	Date:	9/19/2018
W.T. Cook,	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title	Date:	

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Donald Gardner's Paint & Body, Inc.	Vendor #:	74947
Address:	3300 Beam Rd, Charlotte, NC 28217		
Contact Person:	Susan Gardner	Email:	pntnbody@aol.com
Telephone:	(704) 527-4739	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Susan L. Gardner / President Signature and Title Donald Gardner's Paint & Body, Inc.	Date:	Sept. 21, 2018
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title	Date:	

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: _____ Contract #: _____

Contract Goods or Services: _____

Payment Period: _____ to _____

City Department(s): _____

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: $_____

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INClusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20 _____

_____ _____

Signature Print Name and Title

To be completed by City:
Total Paid to Prime Company: _____
Total Paid to MWSBEs: _____

Overall MWSBE Goal: _____ %
Overall MWSBE Commitment: _____ %
MWSBE Goal Attainment this period: _____ %

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

RFP #269-2018-047 Equipment Rentals and Related Products and Services

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2.**
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: [signature]

DATE: 6/21/2018

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☒ **Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Exhibit D
Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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(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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services South, Inc.
Charlotte NC Office
1111 Metropolitan Avenue, Suite 400
Charlotte NC 28204 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Property & Casualty Insurance Co.	20699
INSURER B:	ACE American Insurance Company	22667
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
HERC Rentals Inc.
27500 Riverview Center Blvd
Bonita Springs FL 34134 USA

COVERAGES CERTIFICATE NUMBER: 570072954376 REVISION NUMBER:

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			HDOG71095976	06/30/2018	06/30/2019	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC65223715 Workers Comp (AOS)	06/30/2018	06/30/2019	X PER STATUTE / OTH-ER	
C				SCFC65223752 Workers Comp (WI)	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policy.
General Liability and Auto Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Auto Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street, CMGC
9th Floor
Charlotte NC 28202-2850 USA

CANCELLATION

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

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570072954376

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ACORD 25 (2016/03)

AGENCY CUSTOMER ID: 570000070531

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services South, Inc.		HERC Rentals Inc.
POLICY NUMBER		
See Certificate Number: 570072954376		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570072954376		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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Herc Rentals Inc. - Pricing Schedule

Omnia Gold 2024

HercRentals™

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ATTACHMENTS & ACCESSORIES					
415	1000	GLAZIER PANEL LIFT KIT	$49	$140	$442
415	1050	ZERO G TOOL HOLDER ATTACHMENT	$125	$425	$803
415	1500	SCISSOR ATTCH 19' EXT DECK FOR GENIE SHU	$100	$200	$446
415	1505	PIPE RACK FOR SKYJACK RT SCISSOR	$70	$124	$240
AERIAL - BOOM LIFTS ARTICULATED					
410	2010	BOOM ARTICULATED 30FT JIB NARROW ELEC	$305	$675	$1,585
410	2020	BOOM ARTICULATED 30FT NAR ROT JIB ELEC	$305	$675	$1,585
410	2030	BOOM ARTICULATED 33FT ELEC	$305	$675	$1,585
410	2045	BOOM ARTICULATED 34FT NARROW JIB ELEC	$305	$675	$1,585
410	2050	BOOM ARTICULATED 34FT WIDE JIB ELEC	$305	$675	$1,585
410	2060	BOOM ARTICULATED 34FT 4WD HYB	$350	$760	$1,886
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	$350	$760	$1,886
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	$350	$760	$1,886
410	2071	BOOM ARTICULATED 40FT NAR JIB BLK ELEC	$350	$760	$1,886
410	2080	BOOM ARTICULATED 40FT NAR ROT JIB ELEC	$350	$760	$1,886
410	2100	BOOM ARTICULATED 40FT WIDE ROT JIB ELEC	$350	$760	$1,886
410	2130	BOOM ARTICULATED 45FT ELEC	$350	$760	$1,886
410	2131	BOOM ARTICULATED 45FT JIB BLK ELEC	$350	$760	$1,886
410	2140	BOOM ARTICULATED 45FT JIB ELEC	$350	$760	$1,886
410	2145	BOOM ARTICULATED 45FT JIB EE RATED ELEC	$415	$830	$1,963
410	2540	BOOM ARTICULATED 60FT JIB 4WD ELEC	$570	$1,430	$3,000
410	3020	BOOM ARTICULATED 34FT 2WD DSL	$317	$709	$1,722
410	3030	BOOM ARTICULATED 34FT JIB 4WD DF	$317	$709	$1,722
410	3040	BOOM ARTICULATED 34FT JIB 4WD DSL	$317	$709	$1,722
410	3050	BOOM ARTICULATED 45FT 2WD DF	$350	$760	$1,886
410	3050	BOOM ARTICULATED 45FT 2WD DF	$350	$760	$1,886
410	3070	BOOM ARTICULATED 45FT 4WD DF	$350	$760	$1,886
410	3071	BOOM ARTICULATED 45FT BLK DF	$350	$760	$1,886
410	3080	BOOM ARTICULATED 45FT JIB 4WD DF	$350	$760	$1,886
410	3081	BOOM ARTICULATED 45FT JIB BLK DF	$350	$760	$1,886
410	3082	BOOM ARTICULATED 45FT JIB BLK DF HIGHCAP	$350	$760	$1,886
410	3110	BOOM ARTICULATED 45FT 4WD DSL	$350	$760	$1,886
410	3111	BOOM ARTICULATED 45FT JIB BLK DSL	$350	$760	$1,886
410	3120	BOOM ARTICULATED 45FT JIB 4WD DSL	$350	$760	$1,886
410	3127	BOOM ARTICULATED 45FT JIB 4WD HYB	$350	$760	$1,886
410	3131	BOOM ARTICULATED 60FT BLK DF	$435	$1,009	$2,500
410	3140	BOOM ARTICULATED 60FT JIB 2WD DF	$435	$1,009	$2,500

Customer agrees to keep confidential the information contained herein and not to reproduce or disclose any such information, in whole or in part, to any individual or entity, without the prior written consent of Herc Rentals. Customer and Herc hereby agree to the equipment and pricing as detailed herein and Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including, without limitation, environmental and emissions, refueling, vehicle licensing fees, preventative maintenance and transportation charges. Any equipment that is ordered by or on behalf of Customer locally at a Herc branch or other such location, that is not on the list of equipment in this schedule, will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Herc may at its sole discretion modify or terminate any pricing herein with 30 days notice to customer.

PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - BOOM LIFTS ARTICULATED					
410	3161	BOOM ARTICULATED 60FT JIB BLK DSL	$435	$1,009	$2,500
410	3170	BOOM ARTICULATED 60FT 4WD DF	$435	$1,009	$2,500
410	3180	BOOM ARTICULATED 60FT JIB 4WD DF	$435	$1,009	$2,500
410	3181	BOOM ARTICULATED 60FT JIB BLK DF	$435	$1,009	$2,500
410	3190	BOOM ARTICULATED 60FT 4WD DSL	$435	$1,009	$2,500
410	3191	BOOM ARTICULATED 60FT BLK DSL	$435	$1,009	$2,500
410	3200	BOOM ARTICULATED 60FT JIB 4WD DSL	$435	$1,009	$2,500
410	3205	BOOM ARTICULATED 60FT JIB 4WD HYB	$560	$1,360	$2,940
410	3231	BOOM ARTICULATED 80FT JIB BLK DF	$815	$1,865	$4,195
410	3232	BOOM ARTICULATED 80FT JIB BLK DF HIGHCAP	$815	$1,865	$4,195
410	3261	BOOM ARTICULATED 80FT JIB BLK DSL	$815	$1,865	$4,195
410	3270	BOOM ARTICULATED 80FT 4WD DF	$815	$1,865	$4,195
410	3271	BOOM ARTICULATED 80FT BLK DF	$815	$1,865	$4,195
410	3280	BOOM ARTICULATED 80FT JIB 4WD DF	$815	$1,865	$4,195
410	3290	BOOM ARTICULATED 80FT 4WD DSL	$815	$1,865	$4,195
410	3300	BOOM ARTICULATED 80FT JIB 4WD DSL	$815	$1,865	$4,195
410	3310	BOOM ARTICULATED 80FT JIB 4WD HYB	$982	$2,473	$4,725
410	3350	BOOM ARTICULATED 125FT JIB 4WD DSL	$1,460	$3,650	$7,933
410	3351	BOOM ARTICULATED 125FT JIB BLK DSL	$1,460	$3,650	$7,933
410	3360	BOOM ARTICULATED 135FT JIB 4WD DSL	$1,610	$4,116	$8,663
410	3380	BOOM ARTICULATED 150FT JIB 4WD DSL	$2,725	$8,045	$17,500
AERIAL - BOOM LIFTS STRAIGHTMAST					
410	2500	BOOM STRAIGHT 60FT JIB 2WD ELEC	$570	$1,430	$3,000
410	2501	BOOM STRAIGHT 60FT JIB BLK ELEC	$570	$1,430	$3,000
410	2510	BOOM STRAIGHT 60FT JIB 4WD ELEC	$570	$1,430	$3,000
410	2530	BOOM STRAIGHT 60FT JIB 4WD HYB	$570	$1,430	$3,000
410	4000	BOOM STRAIGHT 34FT JIB 4WD DSL	$317	$709	$1,722
410	4030	BOOM STRAIGHT 40FT 4WD DF	$350	$760	$1,886
410	4040	BOOM STRAIGHT 40FT 4WD DSL	$350	$760	$1,886
410	4041	BOOM STRAIGHT 40FT BLK DSL	$350	$760	$1,886
410	4045	BOOM STRAIGHT 40FT 4WD HIGH CAP DSL	$355	$760	$1,886
410	4080	BOOM STRAIGHT 45FT JIB 4WD DF	$350	$760	$1,886
410	4090	BOOM STRAIGHT 45FT JIB 4WD DSL	$350	$760	$1,886
410	4091	BOOM STRAIGHT 45FT JIB BLK DSL	$350	$760	$1,886
410	4111	BOOM STRAIGHT 60FT BLK DF	$435	$1,009	$2,500
410	4130	BOOM STRAIGHT 60FT 4WD DF	$435	$1,009	$2,500
410	4140	BOOM STRAIGHT 60FT 4WD DSL	$435	$1,009	$2,500
410	4141	BOOM STRAIGHT 60FT BLK DSL	$435	$1,009	$2,500
410	4145	BOOM STRAIGHT 60FT JIB 4WD DSL	$435	$1,009	$2,500
410	4150	BOOM STRAIGHT 60FT CRAWLER DSL	$692	$2,000	$4,750
410	4151	BOOM STRAIGHT 60FT JIB BLK DSL	$435	$1,009	$2,500

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - BOOM LIFTS STRAIGHTMAST					
410	4180	BOOM STRAIGHT 65FT JIB 4WD DF	$455	$1,030	$2,600
410	4190	BOOM STRAIGHT 65FT JIB 4WD DSL	$455	$1,030	$2,600
410	4191	BOOM STRAIGHT 65FT JIB 4WD BLK DSL	$455	$1,030	$2,600
410	4195	BOOM STRAIGHT 65FT JIB DSL HIGH CAP	$455	$1,030	$2,600
410	4200	BOOM STRAIGHT 65FT JIB CRAWLER DSL	$692	$2,000	$4,750
410	4211	BOOM STRAIGHT 80FT BLK DF	$815	$1,865	$4,195
410	4221	BOOM STRAIGHT 80FT BLK DSL	$815	$1,865	$4,195
410	4230	BOOM STRAIGHT 80FT 4WD DF	$815	$1,865	$4,195
410	4240	BOOM STRAIGHT 80FT 4WD DSL	$815	$1,865	$4,195
410	4241	BOOM STRAIGHT 80FT BLK DSL HIGH CAP	$815	$1,865	$4,195
410	4242	BOOM STRAIGHT 80FT 4WD DSL HIGH CAP	$815	$1,865	$4,195
410	4270	BOOM STRAIGHT 85FT JIB 4WD DF	$840	$1,900	$4,300
410	4300	BOOM STRAIGHT 85FT JIB 4WD DSL	$840	$1,900	$4,300
410	4301	BOOM STRAIGHT 85FT JIB BLK DSL	$840	$1,900	$4,300
410	4305	BOOM STRAIGHT 85FT JIB 4WD DSL HIGH CAP	$840	$1,900	$4,300
410	4350	BOOM STRAIGHT 105FT JIB 4WD DSL	$1,200	$3,245	$7,166
410	4400	BOOM STRAIGHT 120FT JIB 4WD DSL	$1,460	$3,650	$7,933
410	4401	BOOM STRAIGHT 120FT JIB 4WD BLK DSL	$1,460	$3,650	$7,933
410	4410	BOOM STRAIGHT 125FT JIB 4WD DSL	$1,460	$3,650	$7,933
410	4420	BOOM STRAIGHT 135FT JIB 4WD DSL	$1,610	$4,116	$8,663
410	4421	BOOM STRAIGHT 135FT JIB BLK DSL	$1,610	$4,116	$8,663
410	4422	BOOM STRAIGHT 135FT 30FTJIB 4WD HIGH CAP	$1,610	$4,116	$8,663
410	4430	BOOM STRAIGHT 150FT JIB 4WD DSL	$2,665	$7,665	$17,500
410	4440	BOOM STRAIGHT 180-185FT JIB 4WD DSL	$4,250	$9,995	$21,500
AERIAL - BOOM LIFTS TOWABLE					
410	1010	BOOM TOWABLE 35FT BATTERY	$324	$773	$1,817
410	1020	BOOM TOWABLE 35FT GAS	$324	$773	$1,817
410	1025	BOOM TOWABLE 45FT BATTERY	$375	$985	$2,135
410	1030	BOOM TOWABLE 50FT BATTERY	$375	$985	$2,135
410	1040	BOOM TOWABLE 50FT GAS	$375	$985	$2,135
AERIAL - COMPACT CRAWLER LIFTS					
464	1016	COMPACT CRAWLER BOOM LIFT 40-44' BATTERY	$2,000	$3,750	$7,350
464	1022	COMPACT CRAWLER BOOM LIFT 50-59' BATTERY	$2,350	$4,950	$8,925
464	1036	COMPACT CRAWLER BOOM LIFT 70-79' BATTERY	$2,600	$6,250	$12,000
464	1042	COMPACT WHEELED BOOM LIFT 90-99' HYB	$3,100	$6,750	$14,500
AERIAL - ELECTRIC SCISSOR LIFTS					
405	1060	SCISSOR LIFT 12-13FT 30IN ELEC	$119	$236	$415
405	1062	SCISSOR LIFT 13FT 30IN COMPACT LCS ELEC	$119	$236	$415
405	1065	SCISSOR LIFT 13FT X-DECK COMPACT LCS ELE	$145	$310	$473

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ELECTRIC SCISSOR LIFTS					
405	1070	SCISSOR LIFT 14FT 30IN ELEC	$119	$236	$415
405	1080	SCISSOR LIFT 15FT 30IN ELEC	$119	$236	$415
405	1085	SCISSOR LIFT 19FT 32IN COMPACT ELEC	$119	$236	$415
405	1087	SCISSOR LIFT 19FT 32IN COMPACT LCS ELEC	$119	$236	$415
405	1088	SCISSOR LIFT 19FT X-DECK COMPACT LCS ELE	$145	$310	$473
405	1090	SCISSOR LIFT 19FT 30-32IN ELEC	$119	$236	$415
405	1091	SCISSOR LIFT 19FT 30-32IN BLK ELEC	$119	$236	$415
405	1095	SCISSOR LIFT 19FT NARROW ELEC EE RATED	$135	$282	$505
405	1100	SCISSOR LIFT 20FT 30-32IN ELEC	$135	$282	$505
405	1110	SCISSOR LIFT 20FT 32IN P-DECK ELEC	$135	$282	$505
405	1120	SCISSOR LIFT 20FT 46" WIDE ELEC	$180	$375	$780
405	1140	SCISSOR LIFT 26FT 32IN ELEC	$160	$324	$635
405	1141	SCISSOR LIFT 26FT 32IN BLK ELEC	$160	$324	$635
405	1142	SCISSOR LIFT 26FT 32IN COMPACT LCS ELEC	$160	$324	$635
405	1145	SCISSOR LIFT 26FT 32IN ELEC EE RATED	$170	$335	$670
405	1150	SCISSOR LIFT 26FT 46IN ELEC	$160	$324	$635
405	1151	SCISSOR LIFT 26FT 46IN BLK ELEC	$160	$324	$635
405	1160	SCISSOR LIFT 26FT 69IN ELEC	$160	$346	$940
405	1170	SCISSOR LIFT 26FT 46IN AVIATION PKG ELEC	$160	$346	$940
405	1172	SCISSOR LIFT 26FT 46IN AV EE EXT CHG EL	$160	$346	$940
405	1200	SCISSOR LIFT 32FT 32IN ELEC	$190	$423	$875
405	1210	SCISSOR LIFT 32FT 46-48IN ELEC	$190	$423	$875
405	1211	SCISSOR LIFT 32FT 46-48IN BLK ELEC	$190	$423	$875
405	1260	SCISSOR LIFT 40FT 47IN ELEC	$242	$605	$1,270
405	1261	SCISSOR LIFT 40FT 47IN BLK ELEC	$242	$605	$1,270
405	1270	SCISSOR LIFT 40FT 69IN ELEC	$289	$646	$1,520
405	1271	SCISSOR LIFT 40FT 69IN WIDE BLK ELEC	$289	$646	$1,520
405	1300	SCISSOR LIFT 45-46FT 55IN ELEC	$289	$646	$1,520
405	1302	SCISSOR LIFT 45FT 55IN LCS ELEC	$315	$715	$1,655
405	1451	SCISSOR LIFT 26FT RT BLK DSL	$260	$600	$1,175
AERIAL - PERSONAL LIFTS					
400	1050	MAST LIFT 7FT PUSH AROUND MANUAL LIFT	$130	$247	$365
400	1070	MAST LIFT 5-7FT PUSH AROUND ELEC LIFT	$105	$207	$345
400	1100	MAST LIFT 13-15FT PORTABLE BATT	$135	$270	$411
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1201	SCISSOR LIFT 32FT 32IN BLK ELEC	$190	$423	$875
405	1400	SCISSOR LIFT 26FT RT ELEC	$260	$600	$1,175
405	1430	SCISSOR LIFT 26FT RT DF	$260	$600	$1,175
405	1440	SCISSOR LIFT 26FT RT OUTR DF	$260	$600	$1,175
405	1450	SCISSOR LIFT 26FT RT DSL	$260	$600	$1,175

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AFFECTED REGIONS / BRANCHES

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1460	SCISSOR LIFT 26FT RT OUTR DSL	$260	$600	$1,175
405	1485	SCISSOR LIFT 30FT RT 84IN SLEV DECK ELEC	$430	$995	$2,170
405	1500	SCISSOR LIFT 33FT RT 69IN DECK HYB	$315	$690	$1,340
405	1520	SCISSOR LIFT 33FT RT 69IN DECK DF	$305	$690	$1,300
405	1530	SCISSOR LIFT 33FT RT 69IN DECK OUTR DF	$305	$690	$1,300
405	1540	SCISSOR LIFT 33FT RT 69IN DECK DSL	$305	$690	$1,300
405	1550	SCISSOR LIFT 33FT RT 69IN DECK OUTR DSL	$305	$690	$1,300
405	1560	SCISSOR LIFT 33FT RT 84IN DECK DF	$305	$690	$1,300
405	1570	SCISSOR LIFT 33FT RT 84IN DECK OUTR DF	$305	$690	$1,300
405	1580	SCISSOR LIFT 33FT RT 84IN DECK DSL	$305	$690	$1,300
405	1590	SCISSOR LIFT 33FT RT 84IN DECK OUTR DSL	$305	$690	$1,300
405	1600	SCISSOR LIFT 33FT RT 94IN DECK DF	$305	$690	$1,300
405	1610	SCISSOR LIFT 33FT RT 94IN DECK OUTR DF	$305	$690	$1,300
405	1620	SCISSOR LIFT 33FT RT 94IN DECK DSL	$305	$690	$1,300
405	1630	SCISSOR LIFT 33FT RT 94IN DECK OUTR DSL	$305	$690	$1,300
405	1700	SCISSOR LIFT 40FT RT 69IN DECK ELEC	$350	$770	$1,760
405	1710	SCISSOR LIFT 40FT RT 69IN DECK HYB	$350	$770	$1,760
405	1711	SCISSOR LIFT 40FT RT 69IN DECK OUTR BLK	$350	$770	$1,760
405	1730	SCISSOR LIFT 40FT RT 69IN DECK DF	$350	$770	$1,760
405	1740	SCISSOR LIFT 40FT RT 69IN DECK OUTR DF	$350	$770	$1,760
405	1770	SCISSOR LIFT 40-45FT RT 94IN DECK DF	$350	$770	$1,760
405	1780	SCISSOR LIFT 40-45FT RT 94IN DECKOUTR DF	$350	$770	$1,760
405	1781	SCISSOR LIFT 40-45FT RT 94IN OUTR BLK DF	$350	$770	$1,760
405	1790	SCISSOR LIFT 40-45FT RT 94IN DECK DSL	$350	$770	$1,760
405	1800	SCISSOR LIFT 40-45FT RT 94IN DECKOUTRDSL	$350	$770	$1,760
405	1850	SCISSOR LIFT 50-53FT RT OUTRIG DF	$434	$990	$2,340
405	1851	SCISSOR LIFT 50-53FT RT OUTRIG BLK DF	$434	$990	$2,340
405	1860	SCISSOR LIFT 50-53FT RT OUTRIG DSL	$434	$990	$2,340
405	1880	SCISSOR LIFT 60FT RT OUTRIG DSL	$653	$1,512	$3,969
AERIAL - VERTICAL MAST LIFTS					
400	1020	WORK PLATFORM 2-5 FT DRIVABLE BATT	$105	$207	$345
400	1200	MAST LIFT 20FT PUSH AROUND OUTR BATT	$115	$271	$423
400	1210	MAST LIFT 25FT PUSH AROUND OUTR BATT	$138	$355	$549
400	1220	MAST LIFT 30FT PUSH AROUND OUTR BATT	$179	$385	$686
400	1222	MAST LIFT 30FT PUSH AROUND NO OUTR BATT	$179	$385	$686
400	1230	MAST LIFT 36FT PUSH AROUND OUTR BATT	$190	$438	$741
400	1240	MAST LIFT 40FT PUSH AROUND OUTR BATT	$197	$502	$769
400	1270	MAST LIFT 12FT DRIVABLE BATT	$104	$245	$395
400	1280	MAST LIFT 15FT-16FT DRIVABLE BATT	$127	$259	$430
400	1282	MAST LIFT 16FT DRIVABLE BATT ALL ELEC	$185	$404	$806
400	1290	MAST LIFT 20FT DRIVABLE BATT	$135	$265	$475

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CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
AERIAL - VERTICAL MAST LIFTS					
400	1291	MAST LIFT 20FT DRIVABLE BLK BATT	$135	$265	$475
400	1293	MAST LIFT 20FT DRIVABLE LCS BATT	$165	$320	$525
400	1295	MAST LIFT 25FT DRIVABLE LCS BATT	$220	$433	$755
400	1300	MAST STYLE BOOM LIFT 20FT BATT	$210	$535	$1,696
400	1310	MAST STYLE BOOM LIFT 26FT BATT	$230	$542	$1,755
400	1320	MAST STYLE BOOM LIFT 32FT BATT	$281	$663	$2,345
405	1053	AIRCRAFT MAINTENANCE STAND PUSH AROUND	$150	$284	$567
AIR COMPRESSORS - AIR MANIFOLDS					
140	3570	MANIFOLD AIR 10 GALLON TANK	$40	$54	$150
140	3580	MANIFOLD AIR 15 GALLON TANK	$55	$129	$361
AIR COMPRESSORS - COOLERS					
140	2110	COMPRESSED AIR AFTERCOOLER FILTER450CFM	$104	$275	$784
140	2150	COMPRESSED AIR AFTERCOOLERFILTER1000CFM	$208	$527	$1,186
AIR COMPRESSORS - DIESEL					
140	1220	COMPRESSOR TOWABLE 100-125 CFM DSL	$115	$260	$604
140	1260	COMPRESSOR TOWABLE 175-195 CFM DSL	$140	$302	$714
140	1280	COMPRESSOR TOWABLE 200-245 CFM DSL	$225	$430	$950
140	1360	COMPRESSOR TOWABLE 375-425CFM DSL	$295	$690	$1,650
140	1362	COMPRESSOR TOWABLE IQ 375-450CFM DSL	$340	$1,055	$2,700
140	1375	COMPRESSOR TOWABLE 750CFM DSL	$565	$1,555	$3,132
140	1380	COMPRESSOR TOWABLE 825CFM DSL	$565	$1,555	$3,132
140	1400	COMPRESSOR TOWABLE 1600CFM DSL	$1,250	$2,875	$7,912
140	1420	COMPRESSOR TOWABLE INST QUAL 750CFM DSL	$735	$1,850	$4,500
140	1460	COMPRESSOR TOWABLE INST QUAL 915CFM DSL	$810	$2,050	$5,198
140	1480	COMPRESSOR TOWABLE INS QUAL 1600CFM DSL	$1,195	$2,925	$7,912
AIR COMPRESSORS - DRYERS					
140	2230	COMPRESSED AIR DESICCANT DRYER 450CFM	$305	$877	$2,100
140	2270	COMPRESSOR ATTACH DRYER 2501-3000 CFM	$710	$1,846	$5,320
140	2310	AFTERCOOLER DRYER FILTER 500CFM	$335	$985	$2,469
140	2330	AFTERCOOLER DRYER FILTER 1000CFM	$406	$1,222	$3,157
140	2350	AFTERCOOLER DRYER FILTER 1600CFM	$524	$1,547	$4,229
AIR COMPRESSORS - ELECTRIC					
140	1020	COMPRESSOR PORTABLE 4 CFM ELECTRIC	$58	$200	$428
140	1040	COMPRESSOR PORTABLE 7 CFM ELECTRIC	$58	$200	$428
140	1640	COMPRESSOR ROTARY 130CFM ELEC	$230	$630	$1,700
140	1645	COMPRESSOR ROTARY 240CFM ELEC	$234	$638	$1,800
140	1655	COMPRESSOR ROTARY 365CFM ELEC	$340	$981	$2,461

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AIR COMPRESSORS - ELECTRIC					
140	1660	COMPRESSOR ROTARY 365CFM 125PSI ELEC	$340	$981	$2,461
140	1670	COMPRESSOR ROTARY 500CFM 125PSI ELEC	$390	$1,128	$2,769
140	1675	COMPRESSOR ROTARY 750CFM ELEC	$494	$1,350	$3,571
140	1680	COMPRESSOR ROTARY 750CFM 125PSI ELEC	$494	$1,350	$3,571
140	1685	COMPRESSOR ROTARY 900CFM ELEC	$571	$1,500	$4,500
140	1690	COMPRESSOR ROTARY 1000CFM 125PSI ELEC	$571	$1,500	$4,500
140	1695	COMPRESSOR ROTARY 1500CFM ELEC	$725	$1,920	$5,500
140	1700	COMPRESSOR ROTARY 1500CFM 125PSI ELEC	$750	$2,100	$6,000
140	1705	COMPRESSOR ROTARY 1500CFM 2300V ELEC	$750	$2,100	$6,000
AIR COMPRESSORS - MIST ELIMINATORS					
140	2420	COMPRESSOR ATTACH MIST ELMIN1500-2000CFM	$185	$458	$1,225
AIR COMPRESSORS - RECIPROCATING					
140	1610	COMPRESSOR RECIPROCATING 5HP ELEC	$65	$185	$525
AIR COMPRESSORS - SMALL PORTABLE					
140	1060	COMPRESSOR PORTABLE 8 CFM GAS	$58	$200	$428
140	1100	COMPRESSOR PORTABLE 14 CFM GAS	$62	$221	$467
140	1105	COMPRESSOR PORTABLE 17 CFM GAS	$62	$221	$467
AIR COMPRESSORS - WATER SEPARATORS					
140	2010	COMPRESSOR ATTACH WATER SEPARATOR	$83	$191	$563
CLIMATE CONTROL					
925	3310	HEPA AIR SCRUBBER 500CFM	$66	$250	$640
925	3312	HEPA AIR SCRUBBER 750CFM	$80	$320	$725
925	3314	HEPA AIR SCRUBBER 1200 TO 1400CFM	$95	$357	$803
925	3316	HEPA AIR SCRUBBER 2000CFM	$113	$411	$1,182
925	3318	HEPA AIR SCRUBBER 2400CFM	$113	$411	$1,182
925	3352	DEHUMIDIFIER LGR 60-80 PPD ELEC	$47	$179	$415
925	3354	DEHUMIDIFIER LGR 130-160 PPD ELEC	$72	$313	$625
925	3446	LPG/NG HEATER HOSE 3/4X50	$10	$28	$80
925	3456	LPG/NG HEATER HOSE 1X50	$14	$36	$100
925	3523	PROPANE RADIANT HEATER TANK TOP	$11	$17	$35
925	4030	HEATER DUCT BLK 12X25 6P 300DEG	$28	$57	$113
925	4050	HEATER DUCT BLK 16X25 6P 300DEG	$28	$57	$113
925	4060	HEATER DUCT BLK 20X25 6P 300DEG	$28	$57	$113
925	4120	HVAC DUCTING BLK 12X8 4P	$7	$19	$55
925	4125	HVAC DUCTING BLK 12X15 6P	$11	$26	$63
925	4130	HVAC DUCTING BLK 12X25 6P	$14	$32	$79
925	4145	HVAC DUCTING BLK 16X15 6P	$16	$42	$105

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL					
925	4150	HVAC DUCTING BLK 16X25 6P	$16	$42	$105
925	4155	HVAC DUCTING BLK 20X15 6P	$16	$42	$105
925	4160	HVAC DUCTING BLK 20X25 6P	$21	$63	$189
925	4160	HVAC DUCTING BLK 20X25 6P	$21	$63	$189
925	4170	HVAC DUCTING BLK 24X25 6P	$21	$63	$189
925	4230	HI HEAT DUCT BLK 12X25 6P 400/500 DEG	$15	$35	$80
925	4250	HI HEAT DUCT BLK 16X25 6P 400/500 DEG	$47	$95	$189
925	4260	HI HEAT DUCT BLK 20X25 6P 400/500 DEG	$43	$119	$298
925	4294	DUCT SLEEVE INSULATED YLW 12X25	$25	$72	$210
925	4300	HVAC DUCTING YLW 8X15 6P	$11	$26	$63
925	4305	HVAC DUCTING YLW 8X25 6P	$11	$26	$63
925	4330	HVAC DUCTING YLW 12X25 6P	$14	$32	$79
925	4340	HVAC DUCTING YLW 14X25 6P	$16	$47	$142
925	4350	HVAC DUCTING YLW 16X25 6P	$16	$47	$142
925	4360	HVAC DUCTING YLW 20X25 6P	$21	$68	$205
925	4365	HVAC DUCTING YLW 24X25 6P	$21	$68	$205
925	4398	HVAC DUCTING WHT 8X8	$11	$26	$63
925	4400	HVAC DUCTING WHT 8X15 6P	$11	$26	$63
925	4405	HVAC DUCTING WHT 8X25 6P	$11	$26	$63
925	4412	HVAC DUCTING WHT 10X25	$11	$26	$63
925	4416	HVAC DUCTING WHT 12X8 4P	$11	$26	$63
925	4420	HVAC DUCTING WHT 12X10 6P	$11	$26	$63
925	4421	HVAC DUCTING WHT 12X10 SOLID	$11	$26	$63
925	4430	HVAC DUCTING WHT 12X25 6P	$14	$32	$79
925	4432	HVAC DUCTING WHT/WHT 12X25 4P	$14	$32	$79
925	4440	HVAC DUCTING WHT 14X25 6P	$16	$47	$142
925	4443	HVAC DUCTING WHT 16X8 6P	$16	$47	$142
925	4445	HVAC DUCTING WHT 16X15 6P	$16	$47	$142
925	4450	HVAC DUCTING WHT 16X25 6P	$16	$47	$142
925	4453	HVAC DUCTING WHT 18X25 6P	$16	$47	$142
925	4454	HVAC DUCTING WHT 20X10 7P	$16	$47	$142
925	4455	HVAC DUCTING WHT 20X15 6P	$16	$47	$142
925	4456	HVAC DUCTING WHT 20X15 3P	$16	$47	$142
925	4457	HVAC DUCTING WHT 20X25 7P	$16	$47	$142
925	4459	HVAC DUCTING WHT/ORN 20X25 4P	$16	$47	$142
925	4460	HVAC DUCTING WHT 20X25 6P	$21	$68	$205
925	4461	HVAC INSULATED DUCTING WHT 20X25 6P	$21	$68	$205
925	4462	HVAC DUCTING WHT/WHT 20X25 4P	$21	$68	$205
925	4465	HVAC DUCTING BLUE 20X25 3P	$21	$68	$205
925	4498	AIRLINE COUPLER 8IN	$6	$17	$50
925	4552	HVAC DUCT WYE ADAPTER 20	$22	$35	$62
925	4632	HVAC DUCT REDUCER 12X8	$2	$5	$15

OMNIA GOLD 2024

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL					
925	4663	HVAC DUCT WYE ADAPTER 20"X12"X12	$22	$35	$62
925	4710	REMOTE HEATER THERMOSTAT W/CORD	$5	$14	$40
925	4990	CEILING TILE 24X24 F/8 DUCT	$5	$5	$8
925	5100	CEILING TILE ONLY 24X24 USED FOR 12IN DU	$5	$5	$8
925	5105	CEILING TILE KIT 24X24 WITH 12IN DUCT	$5	$5	$8
925	5106	CEILING TILE KIT 24X24 W/12 DUCT BLK	$5	$5	$8
925	5110	CEILING TILE 24X24 USED FOR 16IN DUCT	$5	$5	$8
CLIMATE CONTROL - AIR CONDITIONERS					
718	1156	5 TON PORT AIR COND WATCOOL 1PH 208/230V	$259	$686	$1,555
718	1300	12 TON AIR CONDITIONER NARW 3PH 208/230V	$456	$1,148	$2,890
718	1500	20 TON INDUSTRIAL AIR CONDITIONER	$617	$1,365	$3,600
718	1505	20 TON INDUSTRIAL AIR CONDITIONER NEMA7	$738	$1,625	$4,295
718	1520	20 TON VERT AIR CONDITION 72KW HEAT	$456	$1,128	$2,769
718	1700	30 TON VERT AIR CONDITIONER	$519	$1,340	$3,490
718	1710	30 TON AIR CONDITION SKID 56KW HEAT 460V	$519	$1,340	$3,490
718	1800	40 TON INDUSTRIAL AIR CONDITIONER	$680	$1,825	$5,085
718	1805	40 TON INDUSTRIAL AIR CONDITIONER NEMA7	$680	$1,825	$5,085
718	2300	80 TON INDUSTRIAL AIR CONDITIONER	$1,670	$3,580	$8,650
718	2305	80 TON INDUSTRIAL AIR CONDITIONER NEMA7	$1,805	$3,710	$9,990
CLIMATE CONTROL - AIR CONDITIONERS WITH HEAT					
718	1101	1 TON PORT AIR CONDITIONER IT CUBE 115V	$120	$285	$750
718	1148	5 TON AIR COND INDOOR W/HEAT 3PH 460V	$259	$686	$1,555
718	1157	5 TON PORT AIR COND WATCOOL 3PH 208/230V	$259	$686	$1,555
718	1158	5 TON PORT AIR COND WATERCOOLED 3PH 460V	$259	$686	$1,555
718	1162	5 TON PORT AIR COND W/HEAT 1PH 208/230V	$259	$686	$1,555
718	1165	5 TON PORT AIR COND W/HEAT 3PH 460V	$259	$686	$1,555
718	1170	5 TON AIR CONDITION SKID 20KW HEAT	$259	$686	$1,555
718	1210	10 TON AIR CONDITION SKID 36KW HEAT	$411	$950	$2,590
718	1301	12 TON PORT AIR CONDITIONER 3PH 460V	$456	$1,148	$2,890
718	1302	12 TON PORT AIR COND W/HEAT 3PH 208/230V	$456	$1,148	$2,890
718	1305	12 TON PORT AIR COND W/HEAT 3PH 230V	$456	$1,148	$2,890
718	1310	12 TON PORT AIR COND W/HEAT 3PH 460V	$456	$1,148	$2,890
718	1610	25 TON AIR CONDITION SKID 72KW HEAT	$519	$1,340	$3,490
718	1611	25 TON AIR CONDITION SKID 72KW 575V	$519	$1,340	$3,490
718	1830	40 TON HYBRID AIR COND 120KW HEAT	$680	$1,825	$5,085
718	2230	70 TON HYBRID AIR COND 136KW HEAT	$1,640	$3,460	$8,355
CLIMATE CONTROL - AIR CURTAINS					
700	1800	AIR CURTAIN	$650	$1,500	$4,154

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - AIR MOVERS					
700	1220	BLOWER HAZ LOC 8IN VANO 115V	$62	$160	$395
700	1230	BLOWER HAZ LOC 12IN VANO 115V	$89	$220	$600
710	1220	AIRMOVER 3 DIAMETER AIR	$12	$31	$90
710	1240	AIRMOVER 6 DIAMETER AIR	$12	$31	$90
710	1260	AIRMOVER 8 DIAMETER AIR	$15	$37	$101
710	1280	AIRMOVER 10 DIAMETER AIR	$20	$50	$142
710	1300	AIRMOVER 12 DIAMETER AIR	$38	$86	$210
710	1320	AIRMOVER 24 DIAMETER JET FAN AIR	$92	$189	$550
710	1340	AIRMOVER 20 DIAMETER RF TYPE AIR	$70	$145	$430
710	1360	AIRMOVER 20 DIAMETER CF TYPE AIR	$70	$145	$430
CLIMATE CONTROL - CHILLERS					
718	1750	30 TON AIR COOLED CHILLER W PUMP	$581	$1,684	$4,630
718	1950	50 TON CHILLED WATER AIR HANDLER	$390	$981	$2,765
718	1960	75 TON CHILLED WATER AIR HANDLER	$390	$981	$2,765
718	2050	60 TON AIR COOLED CHILLER W PUMP	$686	$1,685	$4,945
718	2550	100 TON VERT CHILLED WATER HANDLER	$425	$1,044	$3,115
718	2560	100 TON AIR COOLED CHILLER W PUMP	$1,275	$3,450	$8,550
718	2650	120 TON CHILLED WATER AIR HANDLER	$425	$1,044	$3,115
718	2660	140 TON VERT CHILLED WATER AIR HANDLER	$820	$2,130	$4,355
718	3060	200 TON AIR COOLED CHILLER W PUMP	$2,150	$6,285	$12,855
718	3065	230 TON AIR COOLED CHILLER W PUMP	$2,295	$6,865	$16,210
CLIMATE CONTROL - DEHUMIDIFIERS					
719	1005	1200 CFM DESICCANT DEHUMIDIFIER 1PH 240V	$189	$551	$1,607
719	1010	2000/1000 CFM DESICCANT DEHUMID 3PH 460V	$449	$1,116	$2,678
719	1020	5000 CFM DESICCANT DEHUMID 3PH460V	$920	$1,995	$5,864
719	1030	7500/5500CFM DESICCANT DEHU 3PH460VTRIFU	$920	$1,995	$5,864
719	1040	15000 CFM DESICCANT DEHU 3PH460V TRIFUEL	$1,680	$4,500	$12,650
719	2060	DEHUMIDIFIER DESICCANT 400 CFM	$168	$389	$906
719	2080	DEHUMIDIFIER DESICCANT 800-900 CFM	$250	$788	$2,100
CLIMATE CONTROL - DIRECT FIRED					
715	0042	15KW ELECT HEATER 240V 1PH SALAMANDER	$68	$181	$419
715	0408	50K-60K BTU RADIANT HEATER DSL/KERO	$51	$147	$303
715	0415	80K BTU DIRECT FORCED AIR HEATER LPG	$51	$147	$303
715	0419	115K BTU DIRECT FORCED HEATER TENT LP/NG	$65	$197	$519
715	0420	150K BTU DIRECT FORCED AIR HEAT DSL/KERO	$62	$176	$346
715	0430	150K BTU DIRECT FORCED AIR HEATER LP	$62	$176	$346
715	0435	110-150K BTU RADIANT HEATER DSL/KERO	$98	$279	$540
715	0440	170K BTU DIRECT FORCED AIR HEATER LP	$78	$220	$390
715	0445	170K BTU DIRECT FORCED AIR HEAT DSL/KERO	$78	$220	$390

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AFFECTED REGIONS / BRANCHES

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - DIRECT FIRED					
715	0450	200K BTU DIRECT FORCED AIR HEAT DSL/KERO	$89	$246	$430
715	0460	400K BTU DIRECT FORCED AIR HEATER LPG	$125	$335	$591
715	0462	400K BTU DIRECT FORCED AIR HEATER LPG/NG	$125	$335	$591
715	0470	400K BTU DIRECT FORCED AIR HEAT DSL/KERO	$125	$335	$591
715	0480	650K BTU DIRECT FORCED AIR HEAT DSL/KERO	$151	$343	$779
715	0485	650K BTU DIRECT FORCED AIR HEAT LP/NG	$151	$343	$779
715	0487	1M BTU DIRECT FORCED AIR HEAT LP/NG	$205	$510	$1,110
715	0490	1.6M BTU DIRECT FORCED AIR HEAT LP/NG	$220	$615	$1,400
715	0550	1.5M BTU DIRECT FORCED AIR HEATER LPG/NG	$220	$615	$1,400
CLIMATE CONTROL - ELECTRIC					
715	0005	1.5KW STANDUP INFRARED ELECT HEATER 120V	$30	$100	$237
715	0010	1.6KW ELECT HEATER 110V	$20	$78	$156
715	0020	5-20KW VAR ELECT HEATER 1 - 4 PLUG 110V	$51	$157	$303
715	0025	6KW ELECT HEATER 240V 1PH	$51	$157	$303
715	0030	6-10KW VAR ELECT HEATER 240V 1PH	$58	$161	$328
715	0038	15KW ELECT HEATER 208V 3PH SALAMANDER	$68	$181	$419
715	0040	15KW ELECT HEATER 240V 3PH SALAMANDER	$68	$181	$419
715	0045	15KW ELECT HEATER 480V 3PH SALAMANDER	$68	$181	$419
715	0046	18KW ELECT HEATER 208V 1PH/240V 3PH	$104	$260	$570
715	0050	13-20KW VAR ELECT HEATER 240V 3PH	$80	$235	$506
715	0060	30KW ELECT HEATER 480V 3PH	$115	$285	$650
715	0065	40KW ELECT HEATER 480V 3PH	$150	$402	$1,040
715	0070	60KW ELECT HEATER 480V 3PH	$156	$539	$1,181
715	0100	200K BTU HYDRONIC HEAT EXCHANGER ELEC	$69	$202	$582
715	0140	3.8M BTU STAINLESS STEEL HEAT EXCHANGER	$380	$1,070	$2,730
715	0205	80K BTU HEATER 1400 CFM WALL MOUNTED	$50	$132	$289
715	0220	60KW ELECT INLINE HEATER 220V/460V 3PH	$250	$645	$1,575
715	0240	150KW IND ELECT HEATER 480V 3PH 5IN SP	$970	$2,000	$4,825
CLIMATE CONTROL - FANS & BLOWERS					
700	1040	FAN FLOOR 36-48IN ELEC	$65	$180	$365
700	1045	FAN FLOOR 72IN 22000 CFM 120V ELEC	$185	$525	$1,475
700	1180	FAN FLOOR HIGH CFM 24IN ELEC	$80	$185	$375
700	1240	FAN FLOOR 16-24IN HAZ LOC ELEC	$100	$180	$475
700	1280	FAN MISTING OSCIL PORTABLE 100GAL ELEC	$104	$276	$680
700	1290	FAN MISTING OSCIL PORTABLE 19-40GAL ELEC	$78	$213	$507
700	1320	VACUUM INSULATION REMOVAL GAS	$306	$1,119	$2,450
700	1420	BLOWER MANHOLE 8IN ELEC	$47	$173	$373
700	1630	EVAP COOLER CENTRIFUGAL 3600 CFM ELEC	$35	$92	$276
700	1632	EVAP COOLER CENTRIFUGAL OSCIL 9000 CFM	$180	$515	$1,025
700	1634	EVAP COOLER CENTRIFUGAL DUCT 12500 CFM	$190	$560	$1,235

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - FANS & BLOWERS					
700	1635	EVAP COOLER 24IN 8500 CFM ELEC	$78	$190	$553
700	1640	EVAP COOLER 36IN 12500 CFM ELEC	$78	$190	$553
700	1642	EVAP COOLER 36IN 12500 CFM HAZ LOC ELEC	$151	$387	$1,100
700	1645	EVAP COOLER 48IN 22500 CFM ELEC	$83	$198	$575
700	2010	DUST SUPPRESSION MISTER 50FT THROW ELEC	$450	$1,300	$2,500
700	2050	DUST SUPPRESSION MISTER 230FT THROW ELEC	$465	$1,400	$3,300
700	2100	CONTAINMENT CART W HEPA SCRUBBER	$340	$860	$1,846
925	3109	PEDESTAL FAN 30"	$38	$130	$285
925	3123	ROUND FLOOR FAN 36	$51	$141	$355
925	3126	ROUND FLOOR FAN 42	$51	$141	$355
925	3129	ROUND FLOOR FAN 48	$51	$141	$355
CLIMATE CONTROL - FLAMELESS					
715	1210	500K BTU 3500 CFM FLAMELESS HEATER DSL	$1,418	$3,124	$7,140
715	1220	750K BTU 5500 CFM FLAMELESS HEATER DSL	$1,607	$3,392	$7,875
715	1240	1M BTU 12IN SP FLAMELESS HEATER DSL T4F	$2,494	$5,481	$11,550
CLIMATE CONTROL - HYDRONIC SURFACE					
715	1010	100-200K BTU HYDRONIC SURFACE HEATER DSL	$1,450	$3,125	$6,300
715	1020	200-400K BTU HYDRONIC SURFACE HEATER DSL	$1,515	$3,250	$6,720
715	1030	500-630K BTU HYDRONIC SURFACE HEATER DSL	$1,595	$3,650	$8,100
715	1045	860K BTU HYDRONIC AIR HEATER DSL	$1,650	$4,064	$8,700
715	1082	1.8 BTU HYDRONIC HEAT MODULE NG TRAILER	$2,300	$5,970	$14,400
CLIMATE CONTROL - INDIRECT FIRED					
715	0600	70K BTU INDIR FORCED AIR HEAT DSL/KERO	$25	$69	$184
715	0605	120K BTU INDIR FORCED AIR HEAT DSL/KERO	$30	$80	$196
715	0610	200K BTU INDIR FORCED AIR HEAT DSL/KERO	$140	$395	$736
715	0615	200K BTU INDIR FORCED AIR HEATER NG	$140	$395	$736
715	0620	4-500K BTU INDIR FORCED AIR HEAT DSL/KER	$186	$490	$1,064
715	0622	400K BTU INDIR FORCED AIR HEAT 118G DSL	$205	$514	$1,276
715	0625	400K BTU INDIR TRAILER MOUNTED HEATR DSL	$630	$1,750	$4,505
715	0630	4-500K BTU INDR FORCED AIR HEATER LPG/NG	$186	$490	$1,064
715	0631	600K BTU INDIR FORCED AIR HEAT DSL/KERO	$300	$600	$1,500
715	0632	600K BTU INDIR FORCED AIR HEATER LPG/NG	$300	$600	$1,500
715	0635	700K BTU INDIR FORCED AIR HEATER LP/NG	$400	$825	$2,079
715	0640	750K BTU INDIR FORCED AIR HEATER LPG/NG	$400	$825	$2,079
715	0645	750K BTU INDIR FORCED AIR HEAT DSL/KERO	$400	$825	$2,079
715	0660	1M BTU INDIR FORCED AIR HEATER LP/NG	$523	$1,274	$3,150
715	0685	1.5M BTU INDIR FORCED AIR HEATER DSL	$523	$1,274	$3,150
715	0695	2M BTU INDIR FORCED AIR HEATER LP/NG	$1,045	$2,450	$6,100

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - OZONE GENERATORS					
700	1720	OZONE GENERATOR	$47	$173	$373
700	1723	HYDROXYL GENERATOR SMALL AREA	$54	$155	$405
700	1725	HYDROXYL GENERATOR LARGE AREA	$145	$440	$830
700	1740	UV-C LED LIGHT INDOOR USE ONLY 115V	$105	$300	$300
700	1742	ROLLING STAND FOR UV-C LED LIGHT	$10	$30	$65
CLIMATE CONTROL - PORTABLE AIR CONDITIONERS					
718	1100	1 TON PORT AIR CONDITIONER 120V	$120	$285	$750
718	1102	1 TON PORT AIR CONDITIONER W/HEAT 120 V	$120	$285	$750
718	1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	$135	$365	$833
718	1105	1 TON PORT AIR COND HEPA UV 5-20P PLUG	$135	$365	$833
718	1107	1 TON SPLIT SYSTEM AIR CONDITIONER 120V	$135	$365	$833
718	1110	1 TON PORT AIR COND HEPA UV WATER 120V	$135	$365	$833
718	1112	1.4 TON PORT AIR CONDITIONER 5-20P PLUG	$135	$365	$833
718	1115	1.5 TON PORT AIR COND WATERCOOLED 120 V	$135	$365	$833
718	1130	2-3 TON PORT AIR CONDITION 1PH 208/230V	$205	$490	$1,120
718	1145	5 TON AIR COND INDOOR 1PH 208/230V	$259	$686	$1,555
718	1146	5 TON AIR COND INDOOR W/HEAT 1PH 208/230	$259	$686	$1,555
718	1147	5 TON AIR COND INDOOR W/HEAT 3PH 208/230	$259	$686	$1,555
718	1155	5 TON AIR CONDITIONER INDOOR 3PH 460V	$259	$686	$1,555
718	1160	5 TON PORT AIR COND W/HEAT 3PH 208/230V	$259	$686	$1,555
CLIMATE CONTROL - SELF-CONTAINED					
715	0810	800K BTU SELF CONTAINED HEATER DSL	$1,450	$3,190	$6,790
715	0813	1.0M BTU SELF CONTAIN HEATER DSL 3.1" SP	$1,495	$3,250	$7,875
715	0815	1.0M BTU SELF CONTAIN HEATER DSL 7.5" SP	$1,495	$3,250	$7,875
715	0820	1.2M BTU SELF CONTAINED HEATER DSL	$1,525	$3,290	$8,600
COMPACTION AND PAVING - DOUBLE DRUM					
150	2820	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	$202	$571	$1,401
150	2840	ROLLER RIDE-ON SMOOTH 47IN DBL 2 TON DSL	$290	$709	$1,840
150	2860	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	$290	$709	$1,840
150	2880	ROLLER RIDE-ON SMOOTH 66IN DBL 7 TON DSL	$695	$2,090	$4,200
150	2920	ROLLER RIDE-ON SMOOTH 66IN DBL 11TON DSL	$800	$2,245	$4,725
COMPACTION AND PAVING - HOT ASPHALT TRANSPORTS					
150	4020	TRAILER ASPHALT 4 TON	$410	$1,630	$3,265
150	4120	ASPHALT CRACK FILLER W/B LP	$145	$315	$672
150	5000	TRAILER CRACK SEALER 250 GAL	$500	$1,197	$3,730
COMPACTION AND PAVING - MILLING MACHINES					
150	4010	ROAD MILLING COLD 80IN WIDE	$2,500	$10,000	$28,000

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
COMPACTION AND PAVING - MILLING MACHINES					
COMPACTION AND PAVING - PADFOOT ROLLER ATTACHMENTS					
150	2950	ROLLER ATTACHMENT PADFOOT 5 TON	$65	$195	$482
150	2960	ROLLER ATTACHMENT PADFOOT 8 TON	$135	$368	$714
150	2970	ROLLER ATTACHMENT PADFOOT 11 TON	$160	$402	$893
COMPACTION AND PAVING - PLATE COMPACTORS					
150	1250	PLATE COMPACTOR 21IN PAVER ROLLER GAS	$157	$600	$1,080
150	1260	PLATE COMPACTOR 23IN UP TO 299LB GAS	$84	$260	$456
150	1420	PLATE COMPACTOR 14IN 100LB TO 199LB REVE	$86	$270	$573
150	1440	PLATE COMPACTOR 200LB TO 299LB REVERSBLE	$97	$335	$685
150	1460	PLATE COMPACTOR 20IN 300LB TO 399LB REVE	$97	$335	$685
150	1480	PLATE COMPACTOR 400LB TO 499LB REVERSBLE	$153	$494	$934
150	1520	PLATE COMPACTOR 600LB TO 699LB REVERSBLE	$164	$550	$1,090
150	1540	PLATE COMPACTOR 24IN 700LB TO 799LB REVE	$164	$550	$1,090
150	1560	PLATE COMPACTOR 900LB TO 999LB REVERSBLE	$271	$905	$1,810
150	1580	PLATE COMPACTOR 28IN 1000 TO 1100LB REVE	$271	$905	$1,810
150	1600	PLATE COMPACTOR 1100LB-1199LB REVERSBLE	$340	$1,238	$2,669
COMPACTION AND PAVING - PLATE TAMPERS					
150	1720	TAMPER 30LB 6IN AIR	$58	$190	$390
COMPACTION AND PAVING - RAMMERS					
150	1060	RAMMER JUMPING JACK 6IN 1LB - 99LB GAS	$80	$227	$410
150	1070	RAMMER JUMPING JACK 11IN 100LB-150LB GAS	$80	$227	$410
150	1080	RAMMER JUMPING JACK 11IN 151LB-199LB GAS	$81	$230	$415
150	1120	RAMMER JUMPING JACK 100LB - 199LB BATT	$104	$351	$727
COMPACTION AND PAVING - SINGLE DRUM					
150	2560	ROLLER RIDE-ON PADFT 54IN SNG 5 TON	$560	$1,425	$3,305
150	2580	ROLLER RIDE-ON PADFT 66IN SNG 8 TON	$700	$1,775	$3,900
150	2600	ROLLER RIDE-ON PADFT 84IN SNG 11 TON	$835	$2,124	$4,988
150	2620	ROLLER RIDE-ON PADFT 84IN SNG 14 TON	$850	$2,285	$5,350
150	2720	ROLLER RIDE-ON SMOOTH 42IN SNG 2 TON	$345	$992	$2,423
150	2730	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON	$500	$1,240	$2,700
150	2760	ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON	$595	$1,495	$3,195
150	2770	ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON	$680	$1,785	$4,095
COMPACTION AND PAVING - TAMPER ATTACHMENTS					
150	3240	PLATE ATT 12IN 1-7MT MINI EX 3000LB	$140	$498	$1,051
150	3260	PLATE ATT 24IN BH & 8MT MINI EX 6500LB	$164	$623	$1,324
150	3300	PLATE ATT 27IN 10-18MT EXCAVATOR 11000LB	$265	$985	$2,207

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COMPACTION AND PAVING - TAMPER ATTACHMENTS					
150	3320	PLATE ATT 34IN 19-24MT EXCAVATOR 21000LB	$310	$1,139	$2,636
COMPACTION AND PAVING - TRENCH ROLLERS					
150	2220	ROLLER TRENCH VIBRA DBL DRUM 22IN DSL	$395	$935	$1,930
150	2260	ROLLER TRENCH VIBRA DBL DRUM 32IN DSL	$395	$935	$1,930
COMPACTION AND PAVING - WALK-BEHIND ROLLERS					
150	2020	ROLLER WALKBEHIND DOUBLE DRUM 25IN GAS	$179	$473	$866
150	2040	ROLLER WALKBEHIND SINGLE DRUM 28IN GAS	$179	$473	$866
CONCRETE AND MASONRY - BUGGIES					
100	1807	POWER WAGON W/SIDES 13 CU FT BATTERY	$114	$337	$680
100	1850	CONCRETE W/B PUSH BUGGY 6 CU FT	$26	$92	$194
100	1864	CONCRETE WHEEL BUGGY 11-12 CU FT BATT	$165	$430	$1,035
100	1865	CONCRETE WHEEL BUGGY 16 CU FT. LPG	$190	$640	$1,370
100	1870	CONCRETE WHEEL BUGGY 16 CU FT GAS	$165	$510	$945
100	1885	CONCRETE TRACK BUGGY 12 CU FT GAS	$190	$655	$1,370
100	1890	CONCRETE TRACK BUGGY 16 CU FT GAS	$190	$655	$1,370
100	1895	CONCRETE TRACK BUGGY 16CU FT SWIVEL GAS	$225	$875	$1,775
100	4239	GRINDER CONCRETE FLOOR 16IN 240V 1PH	$195	$760	$1,750
CONCRETE AND MASONRY - CHAIN SAWS					
115	2890	CHAIN SAW CONCRETE 12-16IN GAS	$125	$435	$965
CONCRETE AND MASONRY - CONCRETE BUCKETS					
100	1910	CONCRETE BUCKET 3/4 YD	$47	$119	$312
100	1920	CONCRETE BUCKET 1 YD	$47	$119	$312
100	1930	CONCRETE BUCKET 1-1/2 YD	$68	$165	$445
100	1940	CONCRETE BUCKET 2 YD	$78	$203	$462
CONCRETE AND MASONRY - CONCRETE MIX & HAUL TRAILERS					
610	1600	TRAILER MIXING 27 CF 7000 LB	$140	$516	$1,090
610	1620	TRAILER MIXING 50 CF 10000 LB	$150	$540	$1,169
CONCRETE AND MASONRY - CONCRETE MIXERS					
100	1620	CONCRETE MIXER 3-5CU. FT. PORTABLE ELEC	$62	$221	$467
100	1690	CONCRETE MIXER 9 CU. FT. TOWABLE GAS	$98	$345	$730
100	1710	CONCRETE MIXER 12 CU. FT. TOWABLE GAS	$105	$380	$795
CONCRETE AND MASONRY - CORE DRILLS					
100	1420	CORE DRILL UP TO 3IN HAND HELD ELEC	$98	$350	$673
100	1440	CORE DRILL UPTO 6IN HAND HELD/STAND ELEC	$104	$365	$720
100	1441	CORE DRILL UPTO 6IN HAND HELD/BATTERY	$104	$365	$720

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CONCRETE AND MASONRY - CORE DRILLS					
100	1470	CORE DRILL UP T0 12IN STAND ELEC	$119	$410	$875
CONCRETE AND MASONRY - CURB MOLDING MACHINES					
100	3410	CURB MOLDING MACHINE GAS	$405	$1,130	$2,505
CONCRETE AND MASONRY - DEMOLITION ROBOT					
230	1100	DEMOLITION ROBOT DXR300 4300LB 17FT ELEC	$1,250	$3,600	$8,700
CONCRETE AND MASONRY - DEMOLITION ROBOT ATTACHMENTS					
230	1210	BREAKER DEMOLITION ROBOT 440LB DXR300	$219	$548	$1,610
CONCRETE AND MASONRY - HANDHELD CUTOFF SAWS					
100	2700	CONCRETE CUTOFF SAW 12IN DUSTLES HH ELEC	$62	$221	$467
100	2705	CONCRETE CUTOFF SAW 12IN HAND HELD BATT	$95	$309	$716
100	2710	CONCRETE CUTOFF SAW 14IN HAND HELD ELEC	$62	$221	$467
100	2720	CONCRETE CUTOFF SAW 12IN HAND HELD GAS	$78	$270	$583
100	2730	CONCRETE CUTOFF SAW 14IN HAND HELD GAS	$78	$270	$583
100	2740	CONCRETE CUTOFF SAW 16IN HAND HELD GAS	$89	$300	$655
100	2780	CONCRETE CUTNBRK SAW 16IN HAND HELD GAS	$78	$276	$583
CONCRETE AND MASONRY - MORTAR MIXERS					
100	1720	MORTAR MIXER 4 CU. FT. PORTABLE ELEC	$68	$239	$506
100	1740	MORTAR MIXER 6 CU. FT. TOWABLE GAS	$98	$345	$730
100	1750	MORTAR MIXER 7 CU. FT. TOWABLE GAS	$98	$345	$730
100	1760	MORTAR MIXER 8 CU. FT. TOWABLE GAS	$98	$345	$730
100	1770	MORTAR MIXER 9 CU. FT. TOWABLE GAS	$98	$345	$730
100	1780	MORTAR MIXER 12 CU. FT. TOWABLE GAS	$109	$370	$780
CONCRETE AND MASONRY - REBAR CUTTERS					
100	1950	CUTTER REBAR UP TO 1 IN	$68	$239	$506
CONCRETE AND MASONRY - ROTARY & HAMMER DRILLS					
100	1050	ROTARY HAMMER 1/4-1 IN SDS BATTERY	$51	$184	$390
100	1090	ROTARY HAMMER 3/16-3/4IN SDS PLUS ELEC	$51	$184	$390
100	1110	ROTARY HAMMER SDS MAX COMBO 1-9/16IN BAT	$51	$184	$390
100	1140	ROTARY HAMMER SDS MAX COMBO 1/2-6IN ELEC	$62	$220	$467
100	1150	ROTARY HAMMER SDS MAX COMBO 1/2-3IN ELEC	$62	$220	$467
100	1862	CONCRETE WHEEL BUGGY 8-10 CU FT BATT	$104	$301	$675
CONCRETE AND MASONRY - SCANNERS					
100	1410	CONCRETE SCANNER IMAGE DETECTION SYSTEM	$570	$1,677	$4,800
CONCRETE AND MASONRY - SCREEDS					

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CONCRETE AND MASONRY - SCREEDS					
100	2500	CONCRETE SCREED PORTABLE 10-16FT GAS	$83	$295	$615
CONCRETE AND MASONRY - TILE SAWS					
100	3070	CONCRETE BRICK SAW 14IN ELEC	$93	$331	$701
100	3080	CONCRETE BRICK SAW 14IN GAS	$93	$331	$701
100	3220	TILE AND STONE COMBICUT SAW 10IN ELEC	$68	$239	$506
100	3230	TILE SAW UP TO 10IN ELEC	$68	$239	$506
CONCRETE AND MASONRY - TROWELS					
100	2595	CONCRETE TROWEL MACHINE 24IN W/B GAS	$89	$314	$650
100	2600	CONCRETE TROWEL MACHINE 36IN W/B GAS	$89	$314	$650
100	2610	CONCRETE TROWEL MACHINE 46IN W/B GAS	$98	$345	$700
100	2620	CONCRETE TROWEL MACHINE 48IN W/B GAS	$98	$345	$700
100	2650	CONCRETE TROWEL 72-96 POWER RIDE-ON GAS	$259	$890	$1,947
CONCRETE AND MASONRY - VIBRATORS					
100	2110	CONCRETE VIBRATOR 1HP ELEC	$65	$235	$500
100	2120	CONCRETE VIBRATOR 2HP ELEC	$65	$235	$500
100	2130	CONCRETE VIBRATOR 3HP ELEC	$65	$235	$500
100	2230	HIGH FREQ INTERNAL CONCRETE VIBRATOR	$89	$314	$662
100	2360	CONCRETE VIBRATOR BACKPACK GAS	$72	$258	$546
100	2775	CONCRETE CUTNBRK SAW 14IN HAND HELD ELEC	$65	$230	$506
CONCRETE AND MASONRY - WALK-BEHIND SAWS					
100	2810	CONCRETE PUSH 20IN W/B SAW 10-19 HP GAS	$89	$314	$660
100	2820	CONCRETE SP 20IN W/B SAW 10-19 HP GAS	$130	$445	$940
100	2840	CONCRETE SP 24IN W/B SAW 20-29 HP GAS	$155	$540	$1,140
100	2850	CONCRETE SP 30IN W/B SAW 30-39 HP GAS	$250	$765	$1,600
100	2870	CONCRETE PUSH WB SAW 0-9 HP ELEC 240V 1P	$104	$369	$779
100	2895	CONCRETE SELFPROP W/B SAW 20-29 HP LPN	$165	$575	$1,220
100	2910	CONCRETE SP 36IN W/B SAW 40-49 HP DSL	$320	$890	$1,900
100	2925	CONCRETE SELFPROP W/B SAW 70 - 79 HP DSL	$490	$1,239	$2,560
100	2950	CONCRETE EARLY ENTRY SAW PUSH 6IN GAS	$135	$475	$1,051
100	7525	CABLE CUTTER 2IN HAND HELD BATTERY	$54	$150	$450
105	1605	VACUUM BACKPACK	$25	$84	$236
105	2065	WASHER 4000 PSI DUAL WAND & ROTARY GAS	$145	$516	$1,125
110	1553	LIGHT CART LED 200 WATT 1-LAMP	$50	$89	$245
110	1555	LIGHT CART LED 300-400 WATT 2-LAMP	$74	$138	$315
110	2015	LIGHT AREA LED W/TRIPOD HAZ LOC	$65	$189	$567
110	2043	LIGHT TUBULAR LED FOR INSPECTION HAZ LOC	$17	$51	$168
CONTRACTOR AND INDUSTRIAL -					

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CONTRACTOR AND INDUSTRIAL -					
125	2380	PRO PEX PIPE EXPANDER 1/2 3/4 1IN BATT	$25	$69	$190
135	3900	EYE WASH STATION	$45	$124	$341
CONTRACTOR AND INDUSTRIAL - AERATORS					
115	1810	AERATOR 10-19IN WIDTH WALKBEHIND	$92	$323	$662
115	1820	AERATOR 20-29IN WIDTH WALKBEHIND	$138	$496	$1,038
115	1840	AERATOR 20-29 IN WIDTH RIDE ON	$253	$842	$2,221
115	1841	AERATOR 20-29 IN R/O W/ SEED BOX	$461	$1,572	$3,895
CONTRACTOR AND INDUSTRIAL - AIR BREAKERS					
120	1610	BREAKER 30-39LB AIR	$47	$165	$345
120	1620	BREAKER 40-49LB AIR	$51	$184	$370
120	1640	BREAKER 60-69LB AIR	$58	$195	$420
120	1660	BREAKER 90-99LB AIR	$70	$250	$520
CONTRACTOR AND INDUSTRIAL - AIR CHIPPING HAMMERS					
120	1520	CHIPPING HAMMER RETAINER 13-20 LB AIR	$47	$160	$330
CONTRACTOR AND INDUSTRIAL - AIR CLAY SPADES					
120	1700	CLAY DIGGER 30-39 LB AIR	$47	$165	$345
CONTRACTOR AND INDUSTRIAL - AIR GRINDERS					
120	3000	GRINDER BATWING 7INCH AIR	$20	$54	$145
120	3010	GRINDER ANGLE 4 IN AIR	$20	$54	$145
120	3020	GRINDER HORIZ 7 IN AIR	$20	$54	$145
120	3025	GRINDER VERTICAL 7 IN AIR	$20	$54	$145
120	3040	GRINDER DIE RIGHT ANGLE 1/4IN AIR	$15	$40	$115
CONTRACTOR AND INDUSTRIAL - AIR HORIZONTAL DRILLS					
120	3500	DRILL HORIZ 1/2INCH AIR	$20	$54	$150
120	3510	DRILL HORIZ 3/8 AIR	$17	$40	$115
CONTRACTOR AND INDUSTRIAL - AIR IMPACT WRENCHES					
130	1650	WRENCH IMPACT 1/2 IN BATTERY	$26	$84	$177
130	1655	WRENCH IMPACT 3/4 IN BATTERY	$50	$167	$360
130	1670	WRENCH IMPACT 1/2 IN ELEC	$41	$110	$295
130	1680	WRENCH IMPACT 3/4 IN ELEC	$47	$124	$319
135	2580	WRENCH IMPACT 1/2 IN AIR	$20	$40	$79
135	2590	WRENCH IMPACT 3/4 IN AIR	$23	$46	$126
135	2600	WRENCH IMPACT 1 IN AIR D-HANDLE	$40	$81	$230
135	2605	WRENCH IMPACT 1 IN AIR PISTOL	$63	$180	$414
135	2610	WRENCH IMPACT 1-1/2 IN AIR	$58	$110	$315

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CONTRACTOR AND INDUSTRIAL - AIR IMPACT WRENCHES					
135	2620	WRENCH IMPACT SPLINE 1-1/2 IN AIR	$58	$110	$315
135	2640	WRENCH IMPACT SPLINE 1 IN AIR	$58	$110	$315
CONTRACTOR AND INDUSTRIAL - AIR NAILERS					
100	5620	NAILER FRAMING AIR	$30	$110	$234
100	5630	NAILER FINISHING AIR	$30	$110	$234
100	5640	NAILER ROOFING AIR	$30	$110	$234
CONTRACTOR AND INDUSTRIAL - AIR NUTRUNNERS					
135	2750	TORQUE NUTRUNNER AIR .75IN SQ 1K	$124	$308	$866
135	2757	TORQUE NUTRUNNER AIR 1IN SQ 3K	$310	$738	$2,077
CONTRACTOR AND INDUSTRIAL - AIR RECIPROCATING SAWS					
120	3610	SAW RECIPROCATING HAND AIR	$40	$105	$270
120	3620	SAW HACK HAND HELD AIR	$40	$105	$270
CONTRACTOR AND INDUSTRIAL - AIR RIVET BUSTERS					
120	2010	RIVET BUSTER 6 IN STROKE	$48	$109	$280
120	2020	CHIPPING HAMMER 4IN STROKE ROUND	$35	$80	$216
120	2030	RIVET BUSTER 8IN STROKE	$75	$252	$550
120	2040	RIVET BUSTER 11IN STROKE	$80	$290	$605
CONTRACTOR AND INDUSTRIAL - AIR ROCK DRILLS					
120	1750	ROCK DRILL 1-9 LB AIR	$60	$215	$430
120	1760	ROCK DRILL 10-19 LB AIR	$68	$239	$506
120	1780	ROCK DRILL 30-39 LB AIR	$72	$258	$540
120	1820	ROCK DRILL 60-69 LB AIR	$89	$305	$640
CONTRACTOR AND INDUSTRIAL - AIR ROCK SPLITTERS					
120	1900	ROCK SPLITTER	$109	$345	$959
120	1910	ROCK SPLITTER POWER BOX	$125	$312	$686
CONTRACTOR AND INDUSTRIAL - BED EDGERS					
115	1960	BED EDGER	$98	$300	$640
CONTRACTOR AND INDUSTRIAL - BLOWERS					
115	2410	LEAF BLOWER HANDHELD GAS	$20	$73	$155
115	2420	LEAF BLOWER BACKPACK GAS	$37	$129	$272
115	2430	LEAF BLOWER WALKBEHIND GAS	$58	$203	$428
115	2435	STRAW BLOWER 4 TON PER HOUR	$153	$476	$1,305
115	2440	STRAW BLOWER 7 TON PER HOUR	$255	$613	$1,650
CONTRACTOR AND INDUSTRIAL - BRUSH CHIPPERS					

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - BRUSH CHIPPERS					
115	3510	BRUSH CHIPPER 6-7IN 20 - 25 HP GAS	$300	$880	$1,750
115	3540	BRUSH CHIPPER 10-12IN 49 - 74 HP DSL	$510	$1,246	$3,050
115	3545	BRUSH CHIPPER 12IN 49 - 90 HP GAS	$510	$1,246	$3,050
115	3570	BRUSH CHIPPER 18IN 170 - 179 HP DSL	$882	$2,270	$4,725
CONTRACTOR AND INDUSTRIAL - CHAIN SAWS					
115	2700	CHAIN SAW 16IN ELECTRIC	$47	$165	$350
115	2770	CHAIN SAW 16IN GAS	$58	$203	$428
115	2780	CHAIN SAW 18IN GAS	$68	$239	$506
115	2790	CHAIN SAW 20IN GAS	$68	$239	$506
115	2810	CHAIN SAW 25IN GAS	$78	$276	$583
CONTRACTOR AND INDUSTRIAL - CIRCULAR SAWS					
100	6510	SAW CIRCULAR 7 1/4IN BLADE ELEC	$20	$70	$155
100	6530	SAW CIRCULAR 16 IN ELEC	$51	$184	$385
100	6540	SAW WORM DRIVE TYPE 7-1/4IN ELEC	$20	$70	$155
CONTRACTOR AND INDUSTRIAL - COLD WATER PRESSURE WASHERS					
105	2000	WASHER 1000-1999 PSI GAS	$82	$295	$623
105	2010	WASHER 1000 PSI ELEC 120V 12.5-15AMP	$82	$295	$623
105	2015	WASHER SURFACE 1500 PSI ELEC 120V 19AMP	$83	$330	$700
105	2020	WASHER 2000-2999 PSI GAS	$82	$295	$623
105	2040	WASHER 3000 PSI DSL	$115	$403	$851
105	2050	WASHER 3000-3999 PSI GAS	$104	$369	$720
105	2060	WASHER 4000-4999 PSI GAS	$104	$369	$720
105	2070	WASHER 5000-5999 PSI GAS	$145	$516	$1,125
CONTRACTOR AND INDUSTRIAL - CONDUIT BENDERS, ELECTRIC					
125	2000	CONDUIT BENDER UP TO 2 555 ELEC	$114	$304	$780
125	2020	CONDUIT BENDER PVC/RIG/EMT/IMC 1/2-2 ELE	$148	$379	$929
CONTRACTOR AND INDUSTRIAL - CONDUIT BENDERS, HYDRAULIC					
125	2010	CONDUIT BENDER 2-1/2-4IN EMT/IMC/RIGID	$197	$690	$1,347
CONTRACTOR AND INDUSTRIAL - CONFINED SPACE RESCUE KITS					
100	8220	SAFETY CONFINED SPACE ENTRY TRIPOD	$93	$239	$605
CONTRACTOR AND INDUSTRIAL - CORDLESS RECIPROCATING SAWS					
100	6570	SAW RECIPROCATING HAND ELEC	$20	$70	$155
CONTRACTOR AND INDUSTRIAL - CRIMPERS					
130	1560	CABLE CRIMPER 15 TON 18V BATTERY U-DIE	$142	$285	$730

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CONTRACTOR AND INDUSTRIAL - CRIMPING TOOLS					
130	1950	CABLE CRIMPER 12 TON 18V BATTERY U-DIE	$51	$184	$433
CONTRACTOR AND INDUSTRIAL - DIAMOND GRINDERS					
100	4560	GRINDER POLISH DIAMOND 5IN DUSTLESS ELEC	$54	$130	$300
100	4570	GRINDER DIAMOND 6IN DUSTLESS ELEC	$119	$424	$895
CONTRACTOR AND INDUSTRIAL - DIE GRINDERS					
100	4510	GRINDER DIE 2-1/2 IN ELEC	$15	$40	$75
CONTRACTOR AND INDUSTRIAL - DIGITAL PIPE LOCATORS					
125	2560	LOCATOR PIPE DIGITAL KIT	$109	$280	$705
CONTRACTOR AND INDUSTRIAL - DNS					
100	7090	JEEPER PIPE INSPECTOR	$26	$69	$194
CONTRACTOR AND INDUSTRIAL - DRAIN CLEANERS					
125	1420	PIPE SNAKE 1/2IN WIDE 75FT CABLE	$62	$221	$425
125	1440	PIPE SNAKE 2IN WIDE 50FT CABLE	$62	$221	$425
125	1460	PIPE SNAKE 1-2IN WIDE 25FT CABLE	$47	$115	$215
125	1470	PIPE SNAKE 3-6IN WIDE 100FT CABLE	$78	$276	$583
CONTRACTOR AND INDUSTRIAL - DRYWALL SANDERS					
100	5060	SANDER DRYWALL 9 IN HEAD 62 IN REACH	$51	$184	$390
CONTRACTOR AND INDUSTRIAL - ELECTRIC BREAKERS					
100	1250	BREAKER 20-24LB ELEC DEMO HAMMER	$62	$220	$467
100	1260	BREAKER 25-29LB ELEC	$72	$255	$540
100	1270	BREAKER 30-39LB ELEC	$89	$310	$662
100	1275	BREAKER 30-39LB BATTERY	$104	$369	$779
100	1300	BREAKER 60-69LB ELEC	$104	$369	$779
100	1320	CART FOR ELECTRIC BREAKER	$68	$239	$506
CONTRACTOR AND INDUSTRIAL - EXPLOSION PROOF LIGHTING					
110	2000	LIGHT DROP LED 120V HAZ LOC	$9	$28	$81
110	2010	LIGHT FLOOD INCAN 110V HAZ LOC ELEC	$50	$130	$368
110	2030	LIGHT BRICK LED HAZ LOC	$150	$400	$1,200
110	2034	LIGHT FLOOD FLOOR LED 40W H.D.	$24	$65	$130
110	2044	LIGHT FLOOD LED H/L 40W CLS 1 DIV 1	$104	$313	$593
110	2049	LIGHT FLOOD 400W MH HAZ LOC CLS1 DIV2	$49	$122	$306
110	2050	LIGHT STRING LED 100FT HAZ LOC	$135	$373	$1,018
110	2080	LIGHT STRING INCAN 12V HAZ LOC	$155	$410	$1,092
110	2110	LIGHT WORK INCAN 120V/12V HAZ LOC	$43	$151	$319

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CONTRACTOR AND INDUSTRIAL - FLANGE SPREADERS					
125	2405	FLANGE SPREADER 5 TON HYD DROP PIN	$50	$135	$385
125	2410	FLANGE SPREADER 5TONS RATCHET	$45	$105	$177
125	2440	FLANGE SPREADER 10 TON HYD DROP PIN	$70	$190	$497
125	2450	FLANGE SPREADER 14TON HYD	$80	$220	$600
125	2460	FLANGE SPREADER 20TONS RATCHET	$82	$235	$610
CONTRACTOR AND INDUSTRIAL - FLOOR NAILERS					
100	5165	ABRASIVE BLASTING POT 6.5 CU FT	$160	$450	$1,701
100	5210	NAILER FLOORING AIR	$41	$145	$284
100	5670	NAILER SIDING AIR	$30	$110	$234
CONTRACTOR AND INDUSTRIAL - HAND PLANERS					
100	6200	PLANER BENCH 12 IN ELEC	$78	$230	$420
CONTRACTOR AND INDUSTRIAL - HEDGE TRIMMERS					
115	2020	HEDGE TRIMMER 24IN ELEC	$35	$120	$250
115	2060	HEDGE TRIMMER 24IN GAS	$47	$165	$276
115	2070	HEDGE TRIMMER 24IN ON A 42IN SHAFT GAS	$62	$180	$340
115	2080	HEDGE TRIMMER 30IN GAS	$62	$180	$340
CONTRACTOR AND INDUSTRIAL - HORIZONTAL DRILLS					
100	1550	DRILL 1/2IN ELEC	$20	$73	$156
100	1570	DRILL 3/8IN BATTERY	$20	$73	$156
CONTRACTOR AND INDUSTRIAL - HOT WATER PRESSURE WASHERS					
105	2505	WASHER 1000-1999 PSI HOT WATER ELEC	$165	$591	$1,038
105	2515	WASHER 3000-3999 PSI HOT WATER GAS	$186	$650	$1,310
CONTRACTOR AND INDUSTRIAL - HYDRAULIC PUNCHES					
130	1750	PUNCH HYDRAULIC 35 TON	$83	$295	$623
CONTRACTOR AND INDUSTRIAL - HYDROSTATIC TEST PUMPS					
125	1195	PUMP HYDROSTATIC TEST 1500 PSI MANUAL	$52	$133	$320
125	1200	PUMP HYDROSTATIC TEST 3000 PSI MANUAL	$62	$152	$425
125	1205	PUMP HYDROSTATIC TEST 6000 PSI MANUAL	$62	$152	$425
125	1210	PUMP HYDROSTATIC TEST 500 PSI ELEC	$115	$290	$685
125	1240	PUMP HYDROSTATIC TEST 500 PSI GAS	$115	$290	$685
125	1300	PUMP HYDROSTATIC TEST 10000 PSI AIR	$112	$269	$630
CONTRACTOR AND INDUSTRIAL - KNOCKOUT SETS					
130	1300	KNOCKOUT SET UP TO 2IN MANUAL HYD	$40	$90	$225
CONTRACTOR AND INDUSTRIAL - LAWN EDGERS					

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CONTRACTOR AND INDUSTRIAL - LAWN EDGERS					
115	1950	EDGER LAWN	$50	$180	$340
CONTRACTOR AND INDUSTRIAL - LEAF & DEBRIS VACUUMS					
105	3800	VACUUM WALK BEHIND LEAF	$83	$304	$817
CONTRACTOR AND INDUSTRIAL - LEVELS					
100	7110	LEVEL OPTICAL TRANSIT	$41	$106	$281
100	7140	LEVEL LASER PIPE	$171	$442	$956
100	7160	LEVEL LASER VISIBLE	$68	$239	$506
CONTRACTOR AND INDUSTRIAL - LIGHT TOWERS					
510	1010	LIGHT TOWER 50W LED SOLAR SKID	$98	$250	$673
510	1015	LIGHT TOWER 640W LED SOLAR TRAILER	$220	$545	$1,208
510	1020	LIGHT TOWER 200W LED SOLAR TRAILER	$142	$327	$885
510	1030	LIGHT TOWER VERT MAST MAN NARROW BODY	$134	$300	$549
510	1035	LIGHT TOWER HORIZ MAST MAN NARROW BODY	$134	$300	$549
510	1040	LIGHT TOWER VERT MAST ELEC NARROW BODY	$134	$300	$549
510	1055	LIGHT TOWER VERT MAST LED TRAILER	$154	$394	$848
510	1070	LIGHT TOWER BALLOON KIT	$130	$342	$490
510	1080	LIGHT TOWER MAN MAST 16FT LED CART 120V	$98	$253	$675
510	1082	LIGHT TOWER ELEC MAST 23FT LED CART 120V	$109	$285	$715
510	1084	LIGHT TOWER MAN MAST 23FT LED TRAIL 120V	$109	$285	$715
510	1140	LIGHT TOWER VERT MAST 20KW WIDE BODY	$211	$475	$1,345
510	1160	LIGHT TOWER CUBE VERT MAST LED SKID	$242	$572	$1,300
CONTRACTOR AND INDUSTRIAL - LOG SPLITTERS					
115	2900	LOG SPLITTER 20-30 TON TRAILER MTD GAS	$98	$350	$739
CONTRACTOR AND INDUSTRIAL - MAGNETIC DRILLS					
130	1220	DRILL MAGNETIC BASE 3/4IN ELEC	$89	$235	$662
130	1240	DRILL MAGNETIC BASE 1-5/8 TO 2IN ELEC	$114	$304	$780
130	1280	DRILL MAGNETIC BASE 2-1/6IN AIR	$140	$380	$1,090
CONTRACTOR AND INDUSTRIAL - MATERIAL HANDLING					
140	3316	FILTER POT SS 6 BAG VESSEL 6IN INLT SKID	$200	$588	$2,153
140	3318	FILTER POT SS 8 BAG VESSEL 8IN INLT SKID	$200	$588	$2,153
CONTRACTOR AND INDUSTRIAL - METAL DETECTORS					
100	7050	METAL DETECTOR FERROUS	$41	$147	$312
100	7060	METAL DETECTOR TREASURE	$20	$60	$155
125	1290	PUMP HYDROSTATIC TEST 10000 PSI 2 STAGE	$184	$490	$1,373
125	2315	PIPE THREADER 2-1/2 TO 6IN ELECTRIC	$270	$779	$2,130

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CONTRACTOR AND INDUSTRIAL - MISCELLANEOUS SHOP EQUIPMENT					
100	7250	SNIFFER CONFINED SPACE 4-GAS DETECTOR	$85	$240	$682
125	2665	WELDER MOUNT AERIAL BASKET CST-280	$14	$14	$35
125	2670	WELDER FRAME 6 PACK	$35	$85	$142
CONTRACTOR AND INDUSTRIAL - MITER SAWS					
100	6620	SAW MITER SLIDE COMPOUND 12 IN ELEC	$47	$165	$345
CONTRACTOR AND INDUSTRIAL - MOWERS					
115	2190	MOWER LAWN 20-24IN PUSH GAS	$30	$110	$230
115	2200	MOWER LAWN 20-24IN SELF PROPELLED GAS	$41	$147	$288
115	2230	MOWER BRUSH 26-28IN SELF PROPELLED GAS	$119	$424	$830
115	2235	MOWER BRUSH 36-48IN RIDING GAS 4WD	$156	$549	$1,090
115	2250	MOWER LAWN 49-60IN RIDING GAS	$156	$549	$1,090
CONTRACTOR AND INDUSTRIAL - OVERSEADERS					
115	1850	OVERSEEDER WALKBEHIND GAS	$130	$365	$951
CONTRACTOR AND INDUSTRIAL - PAINT SPRAYERS					
100	5500	SPRAYER PAINT STANDARD AIRLESS	$104	$364	$645
100	5510	SPRAYER PAINT MEDIUM AIRLESS	$78	$276	$583
100	5515	SPRAYER PAINT PAVEMENT STRIPER GAS	$219	$830	$1,607
CONTRACTOR AND INDUSTRIAL - PIPE BENDERS					
100	7530	CONDUIT BENDING TABLE	$105	$210	$420
CONTRACTOR AND INDUSTRIAL - PIPE BEVELING TOOLS					
125	2170	PIPE CUTTER BEVELLER 3-8	$35	$91	$234
125	2180	PIPE CUTTER BEVELLER 7-12	$40	$110	$284
125	2190	PIPE CUTTER BEVELLER 14-20	$55	$139	$390
CONTRACTOR AND INDUSTRIAL - PIPE CAMERAS					
125	1595	CAMERA SEWER 1-1/2-3 HANDHELD	$180	$370	$746
125	1600	CAMERA SEWER 3-10	$207	$738	$1,558
125	1610	BURIED LINE PIPE AND CAMERA LOCATOR	$51	$184	$390
125	1615	BURIED LINE TRANSMITTER NO LOCATOR	$58	$101	$385
CONTRACTOR AND INDUSTRIAL - PIPE CLAMPS					
125	2510	LINE UP CLAMP ADJ 4IN - 16IN	$15	$41	$116
CONTRACTOR AND INDUSTRIAL - PIPE CUTTERS					
125	2110	PIPE CUTTER 8 STRAIGHT	$62	$165	$338
125	2120	PIPE CUTTER 12 STRAIGHT	$70	$193	$424
125	2130	PIPE CUTTER 16 STRAIGHT	$83	$221	$490

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CONTRACTOR AND INDUSTRIAL - PIPE CUTTERS					
125	2150	PIPE CUTTER 24 STRAIGHT	$100	$275	$705
125	2230	PIPE CUTTER BEVELLER 4IN AND UP ELEC	$80	$221	$623
CONTRACTOR AND INDUSTRIAL - PIPE GROOVERS					
125	2570	PIPE ROLL GROOVER ATTACHMENT 2-12	$50	$138	$390
CONTRACTOR AND INDUSTRIAL - PIPE PRESS					
125	2690	PIPE PRESS TOOL PRO 1/2 - 2 IN BATT	$78	$276	$583
CONTRACTOR AND INDUSTRIAL - PIPE STANDS					
125	2530	STAND VISE PIPE YOKE	$15	$41	$116
CONTRACTOR AND INDUSTRIAL - PIPE THREADERS					
125	2300	PIPE THREADER 535 1/8-2 ELEC	$142	$300	$683
125	2310	PIPE THREADER 1224 1/4-4 ELEC	$192	$461	$1,038
125	2320	PIPE THREADER 700 POWER PONY	$72	$193	$497
125	2340	PIPE THREADER GEARED ATTACH 2 1/2-4 141	$62	$165	$451
125	2360	PIPE THREADER 300 1/8-2 ELEC	$124	$400	$715
CONTRACTOR AND INDUSTRIAL - PLASMA CUTTERS					
550	3010	PLASMA CUTTER 7/8IN 1PH 120/240V	$107	$258	$635
550	3015	PLASMA CUTTER 5/8IN AIRCOMP 1PH 120/240V	$106	$286	$750
550	3030	PLASMA CUTTER 1-1/4IN 1PH/480V 3PH/600V	$207	$505	$1,375
550	3060	PLASMA CUTTER 1-3/4IN 3PH 600V	$490	$1,196	$3,080
CONTRACTOR AND INDUSTRIAL - POLE PRUNERS					
115	2754	POLE PRUNER 7IN REACH GAS	$51	$184	$390
115	2755	POLE PRUNER SAW 8-12FT REACH GAS	$58	$203	$428
CONTRACTOR AND INDUSTRIAL - PORTABLE					
175	1100	SURVEILLANCE PRIMARY CAMERA UNIT	$210	$520	$1,300
175	1102	SURVEILLANCE TRAILER NO CAMERA SOLAR	$145	$324	$630
175	1110	SURVEILLANCE SECONDARY CAMERA UNIT	$75	$175	$499
175	1115	SURVEILLANCE CAMERA W TRIPOD 115V	$125	$290	$848
CONTRACTOR AND INDUSTRIAL - PORTABLE BAND SAWS					
100	6710	SAW BANDSAW HAND ELEC	$41	$145	$305
120	3630	SAW BAND HAND AIR	$40	$105	$270
CONTRACTOR AND INDUSTRIAL - PORTABLE LIGHTS					
110	1550	LIGHT STAND LED 1-LAMP FLOOD	$20	$81	$160
110	1570	LIGHT WOBBLE LED 36IN	$41	$137	$305
110	1577	LIGHT LED 360 DEGREE TRIPOD BATTERY	$23	$58	$161

OMNIA GOLD 2024

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CONTRACTOR AND INDUSTRIAL - PORTABLE LIGHTS					
110	1580	LIGHT BALLOON LAMP LED 300/575 WATT	$79	$173	$435
110	1582	LIGHT BALLOON LAMP 1000 WATT LED	$74	$109	$329
110	1590	LIGHT BALLOON LAMP 1000 WATT HALIDE	$79	$173	$435
110	2055	LIGHT STRING 80FT LED 12V HAZ LOC	$109	$239	$440
CONTRACTOR AND INDUSTRIAL - PORTABLE TABLE SAWS					
100	6650	SAW TABLE 10IN BLADE ELEC	$47	$165	$350
CONTRACTOR AND INDUSTRIAL - POST DRIVERS					
115	2600	POST DRIVER 55LB AIR	$104	$369	$779
115	2610	POST DRIVER 45LB GAS	$104	$369	$779
CONTRACTOR AND INDUSTRIAL - POSTHOLE AUGERS					
115	2490	POSTHOLE AUGER ONE MAN GAS	$104	$365	$779
115	2500	POSTHOLE AUGER ONE MAN TOWABLE GAS	$104	$365	$779
115	2540	POSTHOLE AUGER TWO MAN GAS	$104	$365	$779
CONTRACTOR AND INDUSTRIAL - PRESSURE WASHERS WITH WATER TANK & TRAILER					
105	2800	WASHER TRAILER MOUNTED 3000 PSI DSL	$315	$750	$1,595
105	2805	WASHER TRAILER NO TANK 3-4K PSI HOT GAS	$300	$747	$1,533
105	2810	WASHER TRAILER W/TANK 3-4K PSI HOT GAS	$315	$750	$1,595
105	2830	WASHER TRAILER MNT 3000-3999PSI HOT DSL	$320	$755	$1,610
CONTRACTOR AND INDUSTRIAL - PVC HEATERS					
125	1997	PVC HEATER/BENDER 4 IN 120V	$62	$165	$445
CONTRACTOR AND INDUSTRIAL - REBAR TOOLS					
125	2030	BENDER CUTTER REBAR 3/4 HYD	$109	$285	$774
125	2040	BENDER REBAR 0 TO 180 HYD	$109	$285	$774
CONTRACTOR AND INDUSTRIAL - RETRACTABLE LIFELINES					
100	8230	SAFETY WINCH EVAC 50	$30	$87	$194
100	8235	SAFETY LIFELINE 65	$83	$165	$305
100	8240	FALL PROTECTION SELF-RETRACTING YOYO 60	$35	$129	$371
CONTRACTOR AND INDUSTRIAL - RIGHT ANGLE DRILLS					
100	6000	DRILL 1/2 IN RIGHT ANGLE ELECTRIC	$26	$90	$194
CONTRACTOR AND INDUSTRIAL - RIGHT ANGLE GRINDERS					
100	4810	GRINDER R-ANGLE 4-1/2IN ELEC	$16	$41	$82
100	4820	GRINDER RIGHT ANGLE 5 IN ELEC	$16	$41	$82
100	4840	GRINDER RIGHT ANGLE 7 IN ELEC	$16	$41	$82

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - SANDERS					
100	4970	SANDER DISC 7 IN ELEC	$15	$54	$115
CONTRACTOR AND INDUSTRIAL - SCREW GUNS					
100	6100	SCREWGUN	$15	$45	$85
CONTRACTOR AND INDUSTRIAL - SEEDERS					
115	1880	HYDRO SEEDER TRAILER MNT 600-700 GALLON	$490	$1,281	$3,313
CONTRACTOR AND INDUSTRIAL - SEWER JETS					
125	1490	SEWER JETTER ELEC MINI	$36	$130	$282
125	1500	SEWER JETTER ELEC	$89	$314	$662
125	1510	SEWER JETTER GAS	$130	$350	$710
CONTRACTOR AND INDUSTRIAL - SHEERS					
130	1720	SHEAR WRENCH 5/8-3/4-7/8IN ELECTRIC	$85	$207	$390
CONTRACTOR AND INDUSTRIAL - SIDING BRAKES					
100	7040	SIDING BRAKE	$20	$46	$108
CONTRACTOR AND INDUSTRIAL - SOD CUTTERS					
115	1700	SOD CUTTER 12IN CUT W/B	$98	$350	$725
115	1710	SOD CUTTER 18IN CUT W/B	$98	$350	$725
CONTRACTOR AND INDUSTRIAL - STAPLERS					
100	5650	STAPLER FLOORING AIR	$30	$110	$230
CONTRACTOR AND INDUSTRIAL - STATIONARY CHOP SAWS					
100	6640	SAW CHOP 14IN BLADE ELEC	$41	$147	$312
CONTRACTOR AND INDUSTRIAL - STREET SWEEPERS					
105	3000	SWEEPER CONTRUCTION RIDE ON 3 WHEEL	$320	$798	$1,752
105	3020	SWEEPER CONTRUCTION RIDE ON 4 WHEEL CAB	$385	$960	$2,423
CONTRACTOR AND INDUSTRIAL - STUD GUNS					
100	6810	STUD GUN FASTNER POWDER FIRED	$47	$165	$350
CONTRACTOR AND INDUSTRIAL - STUMP GRINDERS					
115	3600	STUMP GRINDER 10 - 19 HP GAS	$248	$692	$1,515
115	3610	STUMP GRINDER 20 - 29 HP GAS	$270	$709	$1,558
115	3620	STUMP GRINDER 30 - 39 HP GAS	$356	$1,069	$2,250
115	3640	STUMP GRINDER 60 - 69 HP DSL	$570	$1,425	$2,856
CONTRACTOR AND INDUSTRIAL - TAP AND DIE SETS					

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - TAP AND DIE SETS					
130	2150	DIE KIT FOR 6AWG TO 750KCMIL ALUM CONN	$15	$37	$86
130	2160	DIE KIT FOR 6AWG TO 750KCMIL COPPER CONN	$15	$37	$86
CONTRACTOR AND INDUSTRIAL - THATCHERS					
115	1770	DETHATCHER 20-22IN WALKBEHIND	$86	$305	$630
CONTRACTOR AND INDUSTRIAL - TILLERS					
115	1500	TILLER 1 HP 10IN WIDTH HAND HELD	$41	$136	$305
115	1550	TILLER 4-5 HP 20-26IN WIDTH MID TINE	$69	$248	$525
115	1570	TILLER 6-8 HP 18-20IN WIDTH REAR TINE	$72	$258	$546
115	1590	TILLER 9-13 HP 18-20IN WIDTH REAR TINE	$140	$498	$1,051
125	2520	LINE UP CLAMP ADJ 6IN-36IN	$23	$65	$184
130	1555	CABLE CRIMPER DIELESS 12TON BATTERY	$115	$276	$803
130	1955	GRIP KIT WIRE SIZE 1/0 - 750MCM	$82	$182	$425
135	1142	TENSIONER CONV KIT STS3 1-5/8IN	$74	$205	$605
135	1310	TENSIONER CONV KIT STS3 1-3/4 IN	$15	$45	$135
135	1314	TENSIONER CONV KIT STS4 1-7/8 IN	$43	$120	$365
135	1316	TENSIONER CONV KIT STS5 2-1/2 IN	$49	$135	$410
135	1340	TENSIONER STS3 1-5/8 TO 2IN	$63	$165	$540
135	1341	TENSIONER STS4 1-7/8 TO 2-1/2	$70	$200	$580
135	1342	TENSIONER CONV KIT F/STS3 2IN	$23	$55	$180
135	1343	TENSIONER 2-1/4IN HYD	$70	$200	$570
135	1345	TENSIONER STS5 2-1/2 TO 3	$74	$205	$580
135	1380	TENSIONER STS2 1-1/4 TO 1-1/2	$50	$135	$465
135	2200	PUMP PNEUMATIC TENSIONER 27500 PSI	$300	$800	$2,492
135	3069	WRENCH TORQUE 1 SQ 3K FT/LBS HYD	$242	$635	$1,794
135	3089	WRENCH TORQUE 1.5 SQ 5K FT/LBS HYD	$345	$935	$2,600
135	3091	WRENCH TORQUE 1.5 SQ 11K FT/LBS HYD	$397	$1,050	$2,915
135	3196	TORQUE NUTRUNNER AIR 1.5IN SQ 6K	$278	$800	$2,200
135	3405	TORQUE HEX LINK 1-1/4 2000 FT/LB HYD	$37	$95	$272
CONTRACTOR AND INDUSTRIAL - TORQUE WRENCHES					
135	2740	FILTER/REGULATOR/LUBRICATOR CONTROL UNIT	$12	$37	$105
135	3050	WRENCH TORQUE 0.75 SQ 1K FT/LBS HYD	$89	$235	$662
135	3110	WRENCH TORQUE 1.5 SQ HYD	$315	$905	$2,685
135	3130	WRENCH TORQUE PWR HEAD 8K FT/LBS HYD	$68	$180	$506
135	3140	WRENCH TORQUE PWR HEAD 16K FT/LBS HYD	$95	$350	$739
135	3142	WRENCH TORQUE 1 SQ 36V ELEC	$359	$946	$2,620
135	3210	WRENCH TORQUE PWR HEAD 4K FT/LBS HYD	$51	$138	$390
135	3230	WRENCH TORQUE PWR HEAD 2K FT/LBS HYD	$30	$83	$234
135	3270	WRENCH TORQUE 1/2 250 FT/LBS MANUAL	$20	$50	$142
135	3290	WRENCH TORQUE 3/4 600 FT/LBS MANUAL	$20	$50	$142

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - TORQUE WRENCHES					
135	3310	MULTPLY TORQUE WRENCH 3/4X1 3000 FT/LBS	$20	$50	$142
135	3370	WRENCH TORQUE 1IN 1000 FT/LBS MANUAL	$25	$70	$203
135	3390	WRENCH TORQUE 3/8 10-100 FT/LBS MANUAL	$9	$27	$78
135	3410	TORQUE HEX LINK 1-5/8 2000 FT/LBS HYD	$37	$95	$272
135	3430	TORQUE HEX LINK 1-13/16 2000 FT/LBS HYD	$37	$95	$272
135	3435	TORQUE HEX LINK 2 4000 FT/LBS HYD	$41	$110	$312
135	3450	TORQUE HEX LINK 2-3/8 4000 FT/LBS HYD	$41	$110	$312
135	3470	TORQUE HEX LINK 3-1/8 8000 FT/LBS HYD	$51	$126	$390
135	3480	TORQUE HEX LINK 2-3/8 8000 FT/LBS HYD	$51	$126	$390
135	3490	TORQUE HEX LINK 2-3/16 4000 FT/LBS HYD	$41	$110	$312
135	3550	TORQUE HEX LINK 1-7/16 2000 FT/LBS HYD	$37	$95	$272
135	3570	TORQUE HEX LINK 2-9/16 8000 FT/LBS HYD	$51	$126	$390
135	3650	TORQUE HEX LINK 4-5/8 16800 FT/LBS HYD	$95	$260	$730
135	3670	TORQUE HEX LINK 2-15/16 4000 FT/LBS HYD	$41	$110	$312
135	3690	TORQUE HEX LINK 2-3/4 8000 FT/LBS HYD	$51	$126	$390
135	3750	TORQUE HEX LINK 2-9/16 4000 FT/LBS HYD	$41	$110	$312
135	3770	TORQUE HEX LINK 2 2000 FT/LB HYD	$41	$110	$312
135	5100	PIPE ROLLER IDLER 8T LOW PROFILE	$35	$95	$265
135	5220	TORQUE M2 HEX LINK 1-13/16 1300FT/LBSHYD	$35	$95	$265
135	5229	TORQUE M2 HEX LINK 2 3/8"	$60	$110	$300
CONTRACTOR AND INDUSTRIAL - TUNNEL BORER					
120	3990	PIERCING TOOL 2 IN AIR	$150	$320	$866
120	4000	PIERCING TOOL 3 IN AIR	$234	$553	$1,558
CONTRACTOR AND INDUSTRIAL - WALLPAPER REMOVERS					
100	7010	WALLPAPER REMOVER LARGE	$37	$129	$270
CONTRACTOR AND INDUSTRIAL - WEED WACKERS					
115	2320	WEED EATER GAS	$41	$110	$415
CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1250	WELDER MIG 200 - 299 AMPS 230V	$43	$104	$284
550	1270	WELDER TIG / STICK 200-249 AMPS ELEC	$41	$73	$236
550	1272	WELDER TIG / STICK 208-575 AMPS ELEC	$70	$215	$527
550	1275	SKYWELDER INVERTER WELDER 250-300AMP	$41	$92	$259
550	1280	WELDER INVERTER CC ONLY 250-299 AMPS	$41	$92	$259
550	1290	WELDER INVERTER CC/CV 300-399 AMPS	$41	$92	$259
550	1300	WELDER INVERTER CC/CV 350-399 AMPSLEC	$41	$92	$259
550	1310	WELDER STATIONARY 400 - 449 AMPS ELEC	$41	$92	$259
550	1540	WELDER ENGINE DRIVE 180-189 AMP GAS	$93	$230	$548
550	1600	WELDER ENGINE DRIVE 250-299 AMPS GAS	$93	$230	$548

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CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1610	WELDER ENGINE DRIVE 300-249 AMP GAS	$93	$230	$548
550	1760	WELDER ENGINE DRIVE 250-299 AMPS LP	$93	$230	$548
550	1850	WELDER TOWABLE 300 - 349 AMPS DSL	$86	$212	$560
550	1870	WELDER TOWABLE 400 - 449 AMPS DSL	$143	$300	$635
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	$185	$345	$865
550	1900	WELDER TOWABLE 300-349AMPS DUAL-OPER DSL	$163	$360	$715
550	1905	WELDER TOWABLE 400-449AMPS DUAL-OPER DSL	$163	$380	$740
550	1950	WELDER WIRE FEEDER 120 VOLT ELEC	$68	$180	$338
550	1955	WELDER WIRE FEEDER SINGLE REEL 24 VOLT	$76	$233	$380
550	1960	WELDER WIRE FEEDER SUITCASE STYLE	$69	$165	$318
CONTRACTOR AND INDUSTRIAL - WELDING ACCESSORIES					
550	1400	WELDING FUME EXTRACTOR 95-132 CFM	$74	$196	$450
EARTHMOVING - AGRICULTURAL TRACTORS					
275	1120	TRACTOR COMPACT 20-29HP 4WD DSL	$217	$620	$1,510
275	1160	TRACTOR 40-49HP 4WD DSL	$285	$704	$1,725
275	1200	TRACTOR 60-69HP 4WD DSL	$295	$738	$1,817
275	1300	TRACTOR 90-99HP 4WD DSL	$310	$737	$1,935
275	2140	TRACTOR LOADER 30-39HP 4WD DSL	$300	$805	$1,825
275	2200	TRACTOR SKIPLOADER 60-90HP 4WD DSL	$350	$960	$2,150
EARTHMOVING - BACKHOE ATTACHMENTS					
225	0010	COUPLER/EXCAVATOR	$49	$135	$405
290	4010	COMPACTION WHEEL BACKHOE 12IN	$135	$360	$825
290	4015	COMPACTION WHEEL BACKHOE 18IN	$135	$360	$825
290	4020	COMPACTION WHEEL BACKHOE 24IN	$135	$360	$825
290	4030	BACKHOE ATTACHMENT THUMB	$25	$75	$135
290	4050	BACKHOE ATTACHMENT FORKS 42IN	$49	$135	$325
290	4055	BACKHOE ATTACHMENT FORKS 48IN	$49	$135	$325
290	4060	BACKHOE ATTACHMENT FORKS 60IN	$54	$142	$350
290	4100	BACKHOE BUCKET CRIBBING 8IN QC	$28	$58	$115
290	4120	BACKHOE BUCKET TRENCH 12IN QC	$28	$58	$115
290	4140	BACKHOE BUCKET TRENCH 18IN QC	$28	$58	$115
290	4150	BACKHOE BUCKET TRENCH 24IN QC	$28	$58	$115
290	4160	BACKHOE BUCKET TRENCH 30IN QC	$28	$58	$115
290	4170	BACKHOE BUCKET TRENCH 36IN QC	$28	$58	$115
290	4180	BACKHOE BUCKET SMOOTH 36IN QC	$28	$58	$115
290	4190	BACKHOE BUCKET TRENCH 42IN QC	$49	$114	$324
290	4205	BACKHOE BUCKET SMOOTH 48IN QC	$49	$114	$324
290	4210	BACKHOE BUCKET TRENCH 48IN QC	$49	$114	$324
290	4280	BACKHOE BUCKET 1YD SIDE DUMP	$135	$385	$825

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EARTHMOVING - BACKHOE ATTACHMENTS					
EARTHMOVING - BACKHOE LOADERS					
210	1100	BACKHOE COMPACT TLB 20-23HP 4WD ROPS DSL	$270	$848	$1,820
210	1200	BACKHOE COMPACT TLB 24-29HP 4WD ROPS DSL	$325	$970	$2,221
210	3100	BACKHOE 70-97HP 2WD ROPS DSL	$340	$915	$2,130
210	3200	BACKHOE 70-97HP 4WD ROPS DSL	$340	$915	$2,130
210	3205	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	$340	$915	$2,130
210	3250	BACKHOE 70-97HP 4WD CAB DSL	$375	$990	$2,250
210	3255	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	$375	$990	$2,250
210	4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	$515	$1,475	$3,650
210	4250	BACKHOE 98-115HP 4WD CAB DSL	$515	$1,475	$3,650
210	4255	BACKHOE 98-115HP 4WD CAB EXTENDAHOE DSL	$515	$1,475	$3,650
210	5205	BACKHOE OVER 115HP 4WD ROPS EXTENHOE DSL	$705	$1,990	$5,600
210	5250	BACKHOE OVER 115HP 4WD CAB DSL	$705	$1,990	$5,600
210	5255	BACKHOE OVER 115HP 4WD CAB EXTENDHOE DSL	$705	$1,990	$5,600
EARTHMOVING - DOZERS					
250	1100	DOZER STD TRACK 70-85 HP ROPS	$655	$1,710	$4,180
250	1140	DOZER WIDE TRACK 70-85 HP ROPS	$655	$1,710	$4,180
250	1160	DOZER WIDE TRACK 70-85 HP CAB	$655	$1,710	$4,180
250	1200	DOZER STD TRACK 86-95 HP ROPS	$720	$1,805	$4,600
250	1220	DOZER STD TRACK 86-95 HP CAB	$720	$1,805	$4,600
250	1240	DOZER WIDE TRACK 86-95 HP ROPS	$720	$1,805	$4,600
250	1260	DOZER WIDE TRACK 86-95 HP CAB	$720	$1,805	$4,600
250	1300	DOZER STD TRACK 96-105 HP ROPS	$795	$2,040	$5,357
250	1320	DOZER STD TRACK 96-105 HP CAB	$795	$2,040	$5,357
250	1340	DOZER WIDE TRACK 96-105 HP ROPS	$795	$2,040	$5,357
250	1360	DOZER WIDE TRACK 96-105 HP CAB	$795	$2,040	$5,357
250	1460	DOZER WIDE TRACK 106-130 HP CAB	$1,150	$2,870	$7,100
250	1560	DOZER WIDE TRACK 131-165 HP CAB	$1,250	$3,385	$9,000
EARTHMOVING - EXCAVATORS					
240	2000	EXCAVATOR 28000-38000 LBS STD REACH	$775	$1,872	$5,150
240	2020	EXCAVATOR 28000-38000 LBS REDUCED TAIL	$775	$1,872	$5,150
240	2030	EXCAVATOR 28000-38000 LBS RED TAILRUBTRK	$820	$2,100	$6,000
240	2040	EXCAVATOR 28000-38000 LBS CAB WHEELED	$1,000	$3,000	$8,500
240	2100	EXCAVATOR 39000-42000 LBS STD REACH	$970	$2,370	$6,410
240	2200	EXCAVATOR 43000-49999 LBS STD REACH	$970	$2,370	$6,410
240	2300	EXCAVATOR 50000-59999 LBS STD REACH	$1,240	$3,045	$7,710
240	2320	EXCAVATOR 50000-59999 LBS REDUCED TAIL	$1,240	$3,045	$7,710
240	2350	EXCAVATOR 50000-59999 LBS WHEELED	$1,650	$3,850	$11,000
240	2400	EXCAVATOR 60000-69999 LBS STD REACH	$1,600	$3,800	$10,550

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EARTHMOVING - EXCAVATORS					
240	2410	EXCAVATOR 60000-69999 LBS LONG REACH	$1,650	$3,850	$11,000
240	2500	EXCAVATOR 70000-80000 LBS STD REACH	$1,600	$3,800	$10,550
240	2510	EXCAVATOR 70000-80000 LBS REDUCED TAIL	$1,650	$3,850	$11,000
EARTHMOVING - EXCAVATORS ATTACHMENTS					
290	5000	MINI-EX ATTACHMENT AUGER MED TORQUE	$104	$296	$735
290	5010	COMPACTION WHEEL MINI-EX <19K LBS 16-18	$109	$312	$660
290	5020	MINI-EX ATTACHMENT FORESTRY MULCHER	$525	$1,385	$2,720
290	5150	MINI-EX ATTACHMENT BREAKER 191-290 LBS	$213	$607	$1,320
290	5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	$213	$607	$1,320
290	5165	MINI-EX ATTACHMENT BREAKER 601-900 LBS	$390	$1,130	$2,325
290	5180	MINI-EX ATTACH SWING CPLR UP TO 9K LBS	$54	$150	$441
290	5186	MINI-EX TLB ATTACH SWING CPLR 14-20K LBS	$85	$227	$581
290	5210	MINI-EX <19K LBS BUCKET CRIBBING 10IN QC	$20	$51	$147
290	5220	MINI-EX <19K LBS BUCKET TRENCH <12IN QC	$20	$51	$147
290	5240	MINI-EX <19K LBS BUCKET TRENCH 12IN QC	$20	$51	$147
290	5245	MINI-EX <19K LBS BUCKET TRENCH 12IN PO	$20	$51	$147
290	5250	MINI-EX <19K LBS BUCKET SMOOTH 12IN QC	$20	$51	$147
290	5270	MINI-EX <19K LBS BUCKET TRENCH 16IN QC	$20	$51	$147
290	5280	MINI-EX <19K LBS BUCKET TRENCH 18IN QC	$20	$51	$147
290	5285	MINI-EX <19K LBS BUCKET TRENCH 18IN PO	$20	$51	$147
290	5290	MINI-EX <19K LBS BUCKET SMOOTH 18IN QC	$20	$51	$147
290	5320	MINI-EX <19K LBS BUCKET TRENCH 24IN QC	$20	$51	$147
290	5325	MINI-EX <19K LBS BUCKET TRENCH 24IN PO	$20	$51	$147
290	5330	MINI-EX <19K LBS BUCKET SMOOTH 24IN QC	$20	$51	$147
290	5340	MINI-EX <19K LBS BUCKET TRENCH 30IN QC	$20	$51	$147
290	5350	MINI-EX <19K LBS BUCKET SMOOTH 30 IN QC	$20	$51	$147
290	5360	MINI-EX <19K LBS BUCKET TRENCH 36IN QC	$20	$51	$147
290	5365	MINI-EX <19K LBS BUCKET TRENCH 36IN PO	$20	$51	$147
290	5370	MINI-EX <19K LBS BUCKET SMOOTH 36IN QC	$20	$51	$147
290	5380	MINI-EX <19K LBS BUCKET SWING 36IN QC	$20	$51	$147
290	5390	MINI-EX <19K LBS BUCKET TRENCH 42IN QC	$32	$78	$220
290	5395	MINI-EX <19K LBS BUCKET SMOOTH 42IN QC	$32	$78	$220
290	5410	MINI-EX <19K LBS BUCKET TRENCH 48N QC	$32	$78	$220
290	5420	MINI-EX <19K LBS BUCKET SMOOTH 48IN QC	$32	$78	$220
290	6000	EXCAVAT 28K-39K BUCKET TRENCH 12IN QC	$43	$104	$294
290	6010	EXCAVAT 28K-39K BUCKET TRENCH 18IN QC	$43	$104	$294
290	6015	EXCAVAT 28K-39K BUCKET TRENCH 18IN PO	$43	$104	$294
290	6020	EXCAVAT 28K-39K BUCKET TRENCH 24IN QC	$43	$104	$294
290	6025	EXCAVAT 28K-39K BUCKET TRENCH 24IN PO	$43	$104	$294
290	6030	EXCAVAT 28K-39K BUCKET TRENCH 30IN QC	$43	$104	$294
290	6035	EXCAVAT 28K-39K BUCKET TRENCH 30IN PO	$43	$104	$294

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - EXCAVATORS ATTACHMENTS					
290	6040	EXCAVAT 28K-39K BUCKET TRENCH 36IN QC	$43	$104	$294
290	6045	EXCAVAT 28K-39K BUCKET TRENCH 36IN PO	$43	$104	$294
290	6050	EXCAVAT 28K-39K BUCKET TRENCH 42IN QC	$43	$104	$294
290	6055	EXCAVAT 28K-39K BUCKET TRENCH 42IN PO	$43	$104	$294
290	6060	EXCAVAT 28K-39K BUCKET TRENCH 48IN QC	$43	$104	$294
290	6065	EXCAVAT 28K-39K BUCKET TRENCH 48IN PO	$43	$104	$294
290	6082	EXCAVAT 28K-39K BUCKET SMOOTH 60IN QC	$65	$156	$440
290	6085	EXCAVAT 28K-39K BUCKET TRENCH 60IN PO	$65	$156	$440
290	6105	EXCAVAT 28K-39K BUCKET TRENCH 72IN QC	$65	$156	$440
290	6135	EXCAVAT 39K-50K BUCKET TRENCH 24IN PO	$54	$130	$360
290	6145	EXCAVAT 39K-50K BUCKET TRENCH 30IN PO	$54	$130	$360
290	6155	EXCAVAT 39K-50K BUCKET TRENCH 36IN PO	$54	$130	$360
290	6165	EXCAVAT 39K-50K BUCKET TRENCH 42IN PO	$54	$130	$360
290	6175	EXCAVAT 39K-50K BUCKET TRENCH 48IN PO	$54	$130	$360
290	6195	EXCAVAT 39K-50K BUCKET SMOOTH 60IN PO	$80	$185	$514
290	6215	EXCAVAT 39K-50K BUCKET SMOOTH 72IN PO	$80	$185	$514
290	6245	EXCAVAT 50K-60K BUCKET TRENCH 24IN PO	$54	$130	$360
290	6265	EXCAVAT 50K-60K BUCKET TRENCH 36IN PO	$54	$130	$360
290	6285	EXCAVAT 50K-60K BUCKET TRENCH 48IN PO	$54	$130	$360
290	6295	EXCAVAT 50K-60K BUCKET TRENCH 54IN PO	$80	$185	$514
290	6365	EXCAVAT 60K-80K BUCKET TRENCH 36IN PO	$65	$156	$440
290	6395	EXCAVAT 60K-80K BUCKET TRENCH 54IN PO	$65	$156	$440
290	6405	EXCAVAT 60K-80K BUCKET TRENCH 60IN PO	$95	$230	$662
290	6500	EXCAVAT ATTACHMENT GRAPPLE BUCKET	$545	$1,525	$3,500
290	6510	EXCAVAT ATTACHMENT FLAIL MOWER	$274	$720	$1,372
290	6530	COMPACTION WHEEL EXCAVATOR 28K-39K 24IN	$245	$620	$1,355
290	6535	COMPACTION WHEEL EXCAVATOR 39K-50K 36IN	$245	$620	$1,355
290	6585	BACKHOE/8MT EXC ATTACHMENT AUGER	$137	$380	$1,000
290	6590	EXCAVAT ATTACHMENT THUMB	$76	$200	$350
290	6590	EXCAVAT ATTACHMENT THUMB	$76	$200	$350
290	6700	EXC TLB ATTACH BREAKER 1251-1800 LBS	$395	$1,115	$2,300
290	6705	EXCAVAT ATTACHMENT BREAKER 1801-2500 LBS	$690	$1,850	$4,100
290	6710	EXCAVAT ATTACHMENT BREAKER 2501-4800 LBS	$705	$1,950	$4,300
290	6715	EXCAVAT ATTACHMENT BREAKER 4801-6500 LBS	$880	$2,410	$5,300
290	6720	EXCAVAT ATTACHMENT BREAKER >10000 LBS	$1,120	$3,005	$7,200
290	8020	CONCRETE HWY BARRIER LIFTING TONGS	$81	$236	$443
EARTHMOVING - MINI EXCAVATORS					
240	1000	MINI-EXCAVATOR 2000-2999 LBS DSL ROPS	$285	$804	$1,655
240	1002	MINI-EXCAVATOR 2000-2999 LBS ELC ROPS	$412	$1,170	$3,000
240	1100	MINI-EXCAVATOR 3000-3999 LBS DSL ROPS	$293	$804	$1,673
240	1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	$293	$804	$1,673

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AFFECTED REGIONS / BRANCHES

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - MINI EXCAVATORS					
240	1201	MINI-EXCAVATOR 4000-4999 LBS HYBRID ROPS	$412	$1,170	$3,000
240	1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	$293	$804	$1,673
240	1310	MINI-EXCAVATOR 5000-6999 LBS DSL CAB	$324	$851	$1,813
240	1315	MINI-EXCAVATOR 5000-6999 LBS BATT ROPS	$1,135	$2,876	$6,594
240	1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	$325	$865	$1,895
240	1410	MINI-EXCAVATOR 7000-8999 LBS DSL CAB	$339	$897	$2,005
240	1500	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	$355	$993	$2,395
240	1510	MINI-EXCAVATOR 9000-11999 LBS DSL CAB	$385	$1,025	$2,595
240	1600	MINI-EXCAVATOR 12000-13999 LBS DSL ROPS	$430	$1,115	$2,800
240	1610	MINI-EXCAVATOR 12000-13999 LBS DSL CAB	$479	$1,195	$2,939
240	1700	MINI-EXCAVATOR 14000-19000 LBS DSL ROPS	$515	$1,327	$3,500
240	1710	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	$515	$1,327	$3,500
EARTHMOVING - MINI-SKIDSTEER TRACK MACHINE ATTACHMENTS					
290	1000	WB LOADER ATTACHMENT AUGER	$60	$171	$441
290	1005	WB LOADER ATTACHMENT TRENCHER	$93	$259	$539
290	1010	WB LOADER SOIL CONDITIONER	$120	$363	$882
290	1015	WB LOADER ATTACHMENT TILLER	$104	$285	$638
290	1025	WB LOADER ATTACHMENT BREAKER <250 LBS	$181	$514	$1,079
290	1035	WB LOADER STANDARD BUCKET 35-36 3.5CF	$10	$30	$89
290	1036	WB LOADER STANDARD BUCKET 41-44 4.3CF	$10	$30	$89
290	1040	WB LOADER ATTACHMENT GRAPPLE BKT 36IN	$65	$180	$422
290	1045	WB LOADER ATTACHMENT GRAPPLE BKT 42IN	$65	$180	$422
290	1050	WB LOADER ATTACHMENT GRAPPLE BKT 48IN	$65	$180	$422
290	1060	WB LOADER ATTACHMENT FORKS	$27	$78	$220
290	1080	WB LOADER ATTACHMENT BORING	$104	$234	$441
EARTHMOVING - RIDE-ON TRENCHERS					
280	1110	TRENCHER RIDE-ON 35-49HP DSL	$425	$1,045	$2,345
EARTHMOVING - ROAD GEAR					
260	1100	ROAD GRADER 110-119HP DSL	$805	$2,200	$6,387
260	1120	ROAD GRADER 130-139HP DSL	$1,150	$3,150	$8,800
EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2000	SKIDSTEER ATTACHMENT AUGER MED TORQUE	$104	$296	$736
290	2005	SKIDSTEER ATTACHMENT AUGER HI TORQUE	$104	$296	$736
290	2010	SKIDSTEER ATTACHMENT ANGLE BROOM	$120	$363	$770
290	2015	SKIDSTEER ATTACHMENT SWEEPER	$120	$363	$770
290	2020	SKIDSTEER ATTACHMENT SNOW PUSHER	$131	$240	$515
290	2022	SKIDSTEER ATTACHMENT ANGLE SNOW PLOW	$132	$275	$614
290	2025	SKIDSTEER ATTACHMENT SNOW BLOWER	$153	$312	$850

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AFFECTED REGIONS / BRANCHES

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2030	SKIDSTEER ATTACHMENT TRENCHER	$159	$440	$1,133
290	2045	SKIDSTEER ATTACHMENT ROOT RAKE W CLAMP	$98	$217	$441
290	2050	SKIDSTEER ATTACHMENT ROCK HOUND RAKE	$159	$390	$950
290	2055	SKIDSTEER ATTACHMENT SOIL CONDITIONER	$159	$390	$950
290	2057	SKIDSTEER ATTACHMENT FLAIL MOWER	$310	$935	$2,050
290	2058	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 SF	$203	$570	$1,360
290	2059	SKIDSTEER ATTACHMENT BRUSH CUTTER 66 SF	$203	$570	$1,360
290	2060	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 SF	$203	$570	$1,360
290	2063	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 HF	$255	$727	$1,585
290	2064	SKIDSTEER ROT MOWER 8IN CAP 60IN DECK HF	$455	$1,200	$2,376
290	2065	SKIDSTEER ATTACHMENT FORESTRY MULCHER	$875	$2,077	$4,075
290	2070	SKIDSTEER ATTACHMENT PLANER 14IN SF	$356	$1,150	$2,195
290	2073	SKIDSTEER ATTACHMENT PLANER 18IN HF	$415	$1,200	$2,250
290	2075	SKIDSTEER ATTACHMENT PLANER 24IN HF	$485	$1,500	$2,675
290	2080	SKIDSTEER ATTACHMENT TILLER	$120	$338	$736
290	2092	SKIDSTEER ATTACHMENT POST DRIVER	$138	$392	$981
290	2095	SKIDSTEER ATTACHMENT SPREADER	$85	$235	$706
290	2100	SKIDSTEER ATTACHMENT TREE BOOM	$76	$217	$412
290	2105	SKIDSTEER ATTACHMENT TILE SCRAPER	$87	$249	$470
290	2120	SKIDSTEER ATTACHMENT SHEAR	$125	$415	$985
290	2125	SKIDSTEER ATTACHMENT DOZER BLADE	$76	$217	$412
290	2135	SKIDSTEER ATTACHMENT VACUUM LIFT BATTERY	$195	$455	$935
290	2140	SKIDSTEER ATTACHMENT FORKS 42IN	$43	$124	$274
290	2145	SKIDSTEER ATTACHMENT FORKS 48IN	$43	$124	$274
290	2148	SKIDSTEER ATTACHMENT FORKS 72IN	$93	$266	$605
290	2195	SKIDSTEER ATTACHMENT ASPHALT FLOAT	$185	$425	$1,030
290	2210	SKIDSTEER ATTACHMENT BREAKER 191-290 LBS	$181	$514	$1,079
290	2220	SKIDSTEER ATTACHMENT BREAKER 291-390 LBS	$181	$514	$1,079
290	2225	SKIDSTEER ATTACHMENT BREAKER 391-600 LBS	$213	$607	$1,320
290	2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	$213	$607	$1,320
290	2235	SKIDSTEER ATTACHMENT BREAKER 601-900 LBS	$213	$607	$1,320
290	2300	SKIDSTEER ATTACHMENT BUCKET 36IN	$10	$30	$89
290	2332	SKIDSTEER ATTACHMENT BUCKET 56IN LOW-PRO	$10	$30	$89
290	2340	SKIDSTEER ATTACHMENT BUCKET 62IN	$10	$30	$89
290	2345	SKIDSTEER ATTACHMENT BUCKET 62IN 4 IN 1	$65	$156	$441
290	2350	SKIDSTEER ATTACHMENT BUCKET 62IN LOW-PRO	$10	$30	$89
290	2360	SKIDSTEER ATTACHMENT BUCKET 66IN	$10	$30	$89
290	2365	SKIDSTEER ATTACHMENT BUCKET 66IN 4 IN 1	$65	$156	$441
290	2370	SKIDSTEER ATTACHMENT BUCKET 66IN LOW-PRO	$10	$30	$89
290	2380	SKIDSTEER ATTACHMENT BUCKET 68IN	$10	$30	$89
290	2385	SKIDSTEER ATTACHMENT BUCKET 68IN 4 IN 1	$65	$156	$441
290	2390	SKIDSTEER ATTACHMENT BUCKET 68IN LOW-PRO	$10	$30	$89

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CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2400	SKIDSTEER ATTACHMENT BUCKET 72IN	$10	$30	$89
290	2402	SKIDSTEER ATTACHMENT BUCKET 72IN LOW-PRO	$10	$30	$89
290	2405	SKIDSTEER ATTACHMENT BUCKET 72IN 4 IN 1	$65	$156	$441
290	2420	SKIDSTEER ATTACHMENT BUCKET 74IN	$10	$30	$89
290	2425	SKIDSTEER ATTACHMENT BUCKET 74IN 4 IN 1	$65	$156	$441
290	2430	SKIDSTEER ATTACHMENT BUCKET 74IN LIGHT	$10	$30	$89
290	2435	SKIDSTEER ATTACHMENT BUCKET 74IN LOW-PRO	$10	$30	$89
290	2440	SKIDSTEER ATTACHMENT BUCKET 78IN LOW-PRO	$10	$30	$89
290	2460	SKIDSTEER ATTACHMENT BUCKET 80IN	$10	$30	$89
290	2467	SKIDSTEER ATTACHMENT BUCKET 80IN LOW-PRO	$10	$30	$89
290	2475	SKIDSTEER ATTACHMENT BUCKET 84IN	$10	$30	$89
290	2500	SKIDSTEER ATTACHMENT BRUSH GRAPPLE	$80	$230	$539
290	2502	SKIDSTEER ATTACHMENT GRAPPLE BKT 36IN	$63	$196	$525
290	2505	SKIDSTEER ATTACHMENT GRAPPLE BKT 60-65IN	$85	$249	$560
290	2510	SKIDSTEER ATTACHMENT GRAPPLE BKT 66-71IN	$85	$249	$560
290	2515	SKIDSTEER ATTACHMENT GRAPPLE BKT 72-77IN	$85	$249	$560
290	2600	TOOLCAT ATTACHMENT SPREADER	$90	$261	$599
290	3047	TRACTOR ATTACHMENT FLAIL MOWER	$90	$275	$710
EARTHMOVING - SKIDSTEER LOADERS					
200	1310	SKIDSTEER LOADER 250-750LB ROPS	$219	$623	$1,746
200	1311	SKIDSTEER LOADER 250-750LB CAB	$230	$636	$1,796
200	1350	SKIDSTEER LOADER 1300-2099LB ROPS	$227	$570	$1,475
200	1351	SKIDSTEER LOADER 1300-2099LB CAB	$246	$605	$1,565
200	1352	SKIDSTEER LOADER 1751-2099LB ROPS HF	$246	$605	$1,565
200	1353	SKIDSTEER LOADER 1751-2099LB CAB HF	$269	$650	$1,590
200	1360	SKIDSTEER LOADER 2100-2399LB ROPS	$316	$740	$1,675
200	1361	SKIDSTEER LOADER 2100-2399LB CAB	$345	$830	$1,730
200	1362	SKIDSTEER LOADER 2100-2399LB ROPS HF	$345	$830	$1,730
200	1370	SKIDSTEER LOADER 2400-2999LB ROPS	$316	$740	$1,675
200	1371	SKIDSTEER LOADER 2400-2999LB CAB	$345	$830	$1,730
200	1372	SKIDSTEER LOADER 2400-2999LB ROPS HF	$345	$830	$1,730
200	1373	SKIDSTEER LOADER 2400-2999LB CAB HF	$355	$874	$1,870
200	1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	$435	$1,046	$2,336
EARTHMOVING - TRACK LOADERS					
200	1420	COMPACT TRACK LOADER 600-1299LB ROPS	$353	$916	$2,330
200	1430	COMPACT TRACK LOADER 1300-1699LB ROPS	$353	$916	$2,330
200	1431	COMPACT TRACK LOADER 1300-1699LB CAB	$374	$940	$2,423
200	1440	COMPACT TRACK LOADER 1700-1999LB ROPS	$353	$916	$2,330
200	1441	COMPACT TRACK LOADER 1700-1999LB CAB	$374	$940	$2,423
200	1450	COMPACT TRACK LOADER 2000-2399LB ROPS	$353	$916	$2,330

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - TRACK LOADERS					
200	1451	COMPACT TRACK LOADER 2000-2399LB CAB	$374	$940	$2,423
200	1452	COMPACT TRACK LOADER 2000-2399LB ROPS HF	$374	$940	$2,423
200	1453	COMPACT TRACK LOADER 2000-2399LB CAB HF	$392	$981	$2,530
200	1460	COMPACT TRACK LOADER 2400-2799LB ROPS	$392	$981	$2,530
200	1461	COMPACT TRACK LOADER 2400-2799LB CAB	$405	$1,060	$2,596
200	1463	COMPACT TRACK LOADER 2400-2799LB CAB HF	$430	$1,150	$2,884
200	1470	COMPACT TRACK LOADER 2800LB & OVER ROPS	$430	$1,150	$2,884
200	1471	COMPACT TRACK LOADER 2800LB & OVER CAB	$450	$1,195	$3,000
200	1472	COMPACT TRACK LOADER 2800LB & UP ROPS HF	$450	$1,195	$3,000
200	1473	COMPACT TRACK LOADER 2800LB & UP CAB HF	$465	$1,235	$3,100
EARTHMOVING - TRACKED MINI SKIDLOADERS					
200	1015	MINI WHEEL LOADER W/B < 600LB CAPBATTERY	$490	$1,200	$3,213
200	1020	MINI TRACK LOADER W/B < 600LB CAP GAS	$270	$775	$1,800
200	1030	MINI TRACK LOADER W/B < 600LB CAP DSL	$270	$775	$1,800
200	1040	MINI TRK LOADER W/B > 600LB <1000LB	$300	$855	$1,920
200	1045	MINI TRACK LOADER W/B > 1,000LB CAP DSL	$360	$945	$2,250
EARTHMOVING - TRACTOR ATTACHMENTS					
290	3020	TRACTOR ATTACHMENT RIPPER	$54	$155	$392
290	3030	TRACTOR ATTACHMENT BOX BLADE	$54	$155	$392
290	3040	TRACTOR ATTACHMENT ROTARY BRUSH MOWER	$71	$170	$465
290	3060	TRACTOR ATTACHMENT TILLER	$82	$234	$638
290	8000	DOZER ATTACHMENT ROOT RAKE NO CLAMP	$82	$207	$415
EARTHMOVING - WALK-BEHIND TRENCHERS					
280	1020	TRENCHER W/B TRACK 24IN GAS	$213	$620	$1,103
280	1040	TRENCHER W/B TRACK 36IN GAS	$225	$628	$1,147
280	1060	TRENCHER W/B WHEEL 0IN TO 18IN GAS	$156	$427	$886
280	1070	TRENCHER W/B WHEEL 24IN GAS	$203	$581	$1,020
EARTHMOVING - WHEEL LOADER ATTACHMENTS					
290	6070	EXCAVAT 28K-39K BUCKET SCREEN 48IN QC	$43	$104	$294
290	6210	EXCAVAT 39K-50K BUCKET SMOOTH 66IN PO	$80	$185	$514
290	7000	LOADER ATTACHMENT ROOT RAKE NO CLAMP	$120	$285	$530
290	7005	LOADER ATTACHMENT ROOT RAKE W CLAMP	$213	$493	$931
290	7010	LOADER ATTACHMENT LANDSCAPE RAKE	$133	$306	$682
290	7020	LOADER ATTACHMENT SNOW PUSHER	$137	$385	$795
290	7025	LOADER ATTACHMENT BOOM	$87	$165	$368
290	7030	LOADER ATTACHMENT TRUSS BOOM	$87	$165	$368
290	7038	FORKS FOR 1-1.4 YD WHEEL LOADER 48-60IN	$100	$260	$500
290	7040	FORKS FOR 2.5-3.5 YD WHEEL LOADER 48IN	$100	$260	$500

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US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - WHEEL LOADER ATTACHMENTS					
290	7045	FORKS FOR 2.5-3.5 YD WHEEL LOADER 60IN	$115	$301	$581
290	7050	FORKS FOR 2.5-3.5 YD WHEEL LOADER 72IN	$115	$301	$581
290	7055	FORKS FOR 2.5-3.5 YD WHEEL LOADER 96IN	$145	$325	$625
290	7060	FORKS FOR 2.5-3.5 YD WHEEL LOADER 96IN	$160	$355	$670
290	7070	FORKS FOR 4.0-4.5 YD WHEEL LOADER 60IN	$134	$345	$630
290	7075	FORKS FOR 4.0-4.5 YD WHEEL LOADER 72IN	$145	$333	$711
290	7085	FORKS FOR 4.0-4.5 YD WHEEL LOADER 96IN	$165	$383	$765
290	7110	LOADER BUCKET <4YD	$54	$155	$330
290	7115	LOADER BUCKET 4YD AND OVER	$80	$200	$416
290	7120	LOADER BUCKET COMBINATION	$100	$255	$583
290	7140	LOADER BUCKET ROLLOUT 5-6YD	$290	$655	$1,863
290	7145	LOADER BUCKET ROLLOUT 7.5YD AND OVER	$335	$780	$1,950
290	7150	LOADER BUCKET SIDE DUMP	$120	$350	$795
290	7155	LOADER ATTACHMENT PIPE GRAPPLE FORK	$160	$425	$1,177
290	7157	LOADER ATTACHMENT GRAPPLE BUCKET	$120	$350	$795
EARTHMOVING - WHEEL LOADERS					
265	1010	COMPACT LOADER 0.75 YD STD BKT DSL	$550	$1,200	$3,000
265	1110	COMPACT LOADER 1.0-1.4 YD STD BKT DSL	$600	$1,280	$3,150
265	1300	WHEEL LOADER 2.0-2.4 YD STD BKT DSL	$595	$1,650	$3,959
265	1310	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	$755	$1,975	$5,535
265	1320	WHEEL LOADER 2.5-3.4 YD MP BKT DSL	$802	$2,200	$5,769
265	1410	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	$802	$2,200	$5,769
265	1510	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	$948	$2,400	$7,638
265	1520	WHEEL LOADER 4.0-4.5 YD MP BKT DSL	$948	$2,400	$7,638
FLOOR CARE AND SURFACE PREP - CARPET CLEANERS					
105	3810	CARPET EXTRACTOR/CLEANER PORTABLE	$41	$157	$305
105	3815	CARPET EXTRACTOR/CLEANER PORTABLE W/HEAT	$54	$207	$467
105	3816	CARPET EXTRACTOR/CLEANER WALKBEHIND 12IN	$75	$230	$436
105	3818	CARPET EXTRACTOR/CLEANER WALKBEHIND 17IN	$119	$309	$655
FLOOR CARE AND SURFACE PREP - CONCRETE GRINDERS					
100	4220	GRINDER CONCRETE FLOOR 22IN DUAL115/230V	$156	$589	$1,169
100	4230	GRINDER CONCRETE FLOOR 9-11" SINGLE 115V	$130	$490	$973
100	4235	GRINDER CONCRETE EDGE 7IN 115V 1PH	$130	$480	$970
100	4236	GRINDER CONCRETE EDGE 11IN 230V 1PH	$175	$750	$1,730
100	4237	GRINDER CONCRETE FLOOR 18IN SINGLE 120V	$250	$945	$1,875
100	4250	GRINDER CONCRETE FLOOR 10IN SINGLE GAS	$156	$589	$1,169
100	4255	GRINDER CONCRETE FLOOR 16IN GAS	$250	$945	$1,875
100	4260	GRINDER CONCRETE FLOOR 22IN DUAL GAS	$156	$589	$1,169
100	4275	GRINDER CONCRETE FLOOR 20IN 240V 1PH	$345	$1,155	$2,680

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
FLOOR CARE AND SURFACE PREP - CONCRETE GRINDERS					
100	4281	GRINDER CONCRETE FLOOR 26IN LPG	$495	$1,725	$4,285
100	4282	GRINDER CONCRETE FLOOR 32IN 480V 3PH MAN	$660	$2,100	$6,495
100	4290	GRINDER CONCRETE CEILING W/HEPA VAC 120V	$55	$171	$281
100	4295	CONCRETE SCARIFIER PLANER 8IN 115V	$310	$1,050	$2,175
FLOOR CARE AND SURFACE PREP - CONCRETE PLANERS					
100	4300	CONCRETE SCARIFIER PLANER 8IN 230V 1PH	$310	$1,050	$2,175
100	4310	CONCRETE SCARIFIER PLANER 8IN GAS	$310	$1,050	$2,175
100	4320	CONCRETE SCARIFIER PLANER 10IN GAS	$312	$1,135	$2,235
FLOOR CARE AND SURFACE PREP - DRUM TYPE FLOOR SANDERS					
100	5020	SANDER ORBITAL 12 IN FLOOR DUST CONTROL	$62	$235	$467
100	5300	SANDER ORBITAL 12 IN FLOOR	$62	$235	$450
100	5310	SANDER DRUM 8 IN ELECTRIC	$62	$235	$450
FLOOR CARE AND SURFACE PREP - DUST EXTRACTION VACUUMS					
105	1715	VACUUM CANISTER DRY 150 CFM 120V 1PH	$32	$131	$301
105	1725	VACUUM CANISTER DRY 200 CFM 120V 1PH	$49	$191	$438
105	1735	VACUUM DROP BAG DRY 200 CFM 120V 1PH	$49	$191	$438
105	1740	VACUUM DROP BAG DRY 250 CFM 120V 1PH	$49	$191	$438
105	1742	VACUUM DROP BAG DRY 300 CFM 240V 3PH	$97	$374	$866
105	1743	VACUUM DROP BAG DRY 300 CFM 240V 1PH	$97	$374	$866
105	1744	VACUUM DROP BAG DRY 300 CFM LP	$97	$374	$866
105	1745	VACUUM CANISTER DRY 300 CFM 120V 1PH	$49	$191	$438
105	1746	VACUUM DROP BAG DRY 300 CFM 120V 1PH	$49	$191	$438
105	1747	VACUUM DROP BAG DRY 350 CFM 480V 3PH	$160	$480	$1,435
105	1749	VACUUM DROP BAG DRY SILICA 400 CFM LP	$130	$405	$1,155
FLOOR CARE AND SURFACE PREP - FLOOR BUFFER & POLISHERS					
100	5400	BUFFER 13IN ELECTRIC	$37	$135	$270
100	5410	BUFFER 17IN ONE SPEED 175 RPM 120V	$51	$196	$390
100	5420	BUFFER 20IN DUAL SPEED 175/320 RPM 120V	$62	$235	$455
100	5430	BURNISHER 20IN HIGH SPEED ELECTRIC	$62	$235	$455
100	5435	BURNISHER 28IN HIGH SPEED LP	$260	$508	$1,438
FLOOR CARE AND SURFACE PREP - FLOOR EDGER					
100	5320	SANDER FLOOR EDGER 7 IN ELECTRIC	$41	$157	$312
FLOOR CARE AND SURFACE PREP - FLOOR SCRUBBERS					
105	3702	SCRUBBER W/B 14-15 IN PATH BATTERY	$131	$340	$882
105	3705	SCRUBBER MOP W/B 18 IN PATH BATTERY	$160	$594	$1,325
105	3710	SCRUBBER W/B 20 IN PATH BATTERY	$260	$747	$1,775

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AFFECTED REGIONS / BRANCHES

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
FLOOR CARE AND SURFACE PREP - FLOOR SCRUBBERS					
105	3714	SCRUBBER W/B 32 IN PATH BATTERY CYL	$295	$855	$1,995
105	3715	SCRUBBER W/B 32 IN PATH BATTERY DISC	$295	$855	$1,995
105	3717	SCRUBBER STAND-ON 24-26 IN PATH BATTERY	$339	$990	$2,095
105	3719	SCRUBBER RIDE-ON 26-28IN PATH BATT DISC	$395	$1,096	$2,315
105	3720	SCRUBBER RIDE-ON 36-39 IN PATH CYL BATT	$438	$1,151	$2,594
105	3740	SCRUBBER RIDE-ON 40-54 IN PATH CYL LP	$545	$1,525	$3,334
FLOOR CARE AND SURFACE PREP - FLOOR STRIPPERS					
100	4000	FLOOR SCRAPER W/B 120LB ELEC	$120	$482	$1,085
100	4025	FLOOR SCRAPER W/B 500LB ELEC/HYDRAULIC	$475	$1,422	$3,310
100	4030	FLOOR SCRAPER RIDE-ON BATTERY 2300LB	$1,000	$2,993	$5,860
100	4035	FLOOR SCRAPER RIDE-ON BATTERY 2800LB	$1,350	$3,885	$7,880
100	4040	FLOOR SCRAPER RIDE-ON 2850LB LP	$1,350	$3,885	$8,972
FLOOR CARE AND SURFACE PREP - FLOOR SWEEPERS					
105	3500	KOMBI POWERHEAD UNIT GAS	$38	$153	$345
105	3580	SWEEPER W/B PUSH 25 IN PATH BATTERY	$191	$500	$1,055
105	3585	SWEEPER W/B SELF-PROP 28-30 IN PATH BATT	$210	$586	$1,276
105	3590	SWEEPER W/B SELF-PROP 34 IN PATH BATTERY	$235	$660	$1,586
105	3596	SWEEPER W/B 36 IN PATH GAS	$111	$162	$475
105	3598	SWEEPER MICRO 38-41IN PATH RIDE-ON BATT	$310	$960	$2,475
105	3600	SWEEPER MID-SIZED 50 IN RIDE-ON LP	$415	$1,139	$2,520
105	3605	SWEEPER MID-SIZED 60 IN RIDE-ON BATTERY	$430	$1,350	$2,880
105	3610	SWEEPER LARGE 62 IN RIDE-ON LP	$493	$1,355	$2,880
105	3615	SWEEPER LARGE 62 IN RIDE-ON DSL	$648	$1,725	$4,185
105	3760	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 40IN	$603	$1,710	$3,890
105	3765	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 48IN	$750	$2,205	$4,536
FLOOR CARE AND SURFACE PREP - SANDBLASTERS					
100	5160	ABRASIVE BLASTING POT 3.5 CU FT	$93	$265	$605
FLOOR CARE AND SURFACE PREP - SCABBLERS					
100	4400	SCABBLER HANDHELD AIR	$62	$185	$434
100	4410	SCABBLER WALK BEHIND 29 IN AIR	$259	$573	$1,163
FLOOR CARE AND SURFACE PREP - SCALERS					
100	4620	FLOOR SCALER CHISEL AIR	$41	$113	$275
100	4630	SCALER NEEDLE SCALER FLUX AIR	$20	$59	$156
FLOOR CARE AND SURFACE PREP - SHOT BLASTERS					
100	4700	SHOT BLASTER CONCRETE 8 IN 120V W/B	$425	$1,350	$2,532
100	4705	SHOT BLASTER CONCRETE 10IN 240V 3PH W/B	$958	$1,915	$6,041

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
FLOOR CARE AND SURFACE PREP - SHOT BLASTERS					
FLOOR CARE AND SURFACE PREP - WET & DRY VACUUMS					
105	1630	VACUUM WET/DRY 6-9 GALLON 110-150CFM	$26	$97	$194
105	1650	VACUUM WET/DRY 10-15 GALLON 135CFM	$30	$117	$234
105	1700	VACUUM WET/DRY INDUSTRIAL 55 GAL AIR	$49	$190	$365
105	1705	VACUUM COREDRILL WATER MANAGEMENT SYSTEM	$58	$190	$365
105	1800	VACUUM WATER EXTRACTOR W/AUTO PUMPOUT	$93	$265	$583
140	3310	FILTER POT SS 2 VESSELS BAG SKID	$207	$635	$1,800
150	3020	ROLLER ASPHALT 9 WHL PNUEMATIC 68IN 12TN	$549	$1,630	$4,250
200	1050	MINI TRACK LOADER W/B 2000LB CAP DSL	$430	$1,155	$2,735
240	1620	MINI-EXCAVATOR 12000 LBS DSL CAB WHEELED	$1,000	$2,400	$6,000
250	1450	DOZER WIDE TRACK 106-130 HP ROPS	$1,150	$2,870	$7,100
280	1010	TRENCHER CABLE INSTALLER W/B GAS	$115	$374	$756
HEATERS - ELECTRIC - ELECTRIC					
715	0237	150KW ELECT HEATER 480V 3PH 5IN SP NAROW	$620	$1,423	$3,235
LIGHTING - PORTABLE LIGHTS					
110	1575	LIGHT LED 360 DEGREE TRIPOD 115V	$17	$46	$115
MATERIAL HANDLING					
480	1282	PALLET LIFT 6000LB 96IN RIDE-ON ELEC	$184	$565	$1,385
MATERIAL HANDLING - AIRCRAFT					
640	2100	BELT LOADER DRIVABLE AIRCRAFT DSL	$500	$1,260	$3,400
640	2200	BAGGAGE TRACTOR AIRCRAFT GAS 5500 LB	$335	$900	$2,600
640	2205	BAGGAGE TRACTOR AIRCRAFT CAB GAS 5500LB	$335	$900	$2,600
640	2220	BAGGAGE TRACTOR AIRCRAFT DSL 5500 LB	$350	$1,000	$2,700
640	4960	TRACTOR AIRCRAFT TOWBAR 40000 GVW	$1,800	$3,800	$10,000
640	5000	TRACTOR AIRCRAFT TOWBAR 110000 GVW	$2,900	$7,777	$20,000
MATERIAL HANDLING - CARRY DECK CRANES					
350	2010	CRANE CARRY DECK DUAL FUEL 5000LB 15FT	$425	$1,235	$3,385
350	2030	CRANE CARRY DECK DSL 8000LB 19FT	$630	$1,625	$4,305
350	2040	CRANE CARRY DECK DUAL FUEL 8000LB 19FT	$630	$1,625	$4,305
350	2060	CRANE CARRY DECK DSL 18000LB 30FT	$745	$2,045	$4,830
350	2070	CRANE CARRY DECK DUAL FUEL 18000LB 30FT	$745	$2,045	$4,830
350	2090	CRANE CARRY DECK DSL 30000LB 50FT	$1,020	$2,665	$6,705
350	2100	CRANE CARRY DECK DUAL FUEL 30000LB 50FT	$1,020	$2,665	$6,705
350	2115	CRANE CARRY DECK LPG 36000LB 50FT	$1,125	$3,040	$7,310
MATERIAL HANDLING - CHAIN HOISTS					

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - CHAIN HOISTS					
480	1190	PALLET DBL REACH TRUCK 3000LB STD ON ELE	$340	$830	$2,020
480	1195	PALLET DBL REACH TRUCK 4000LB STD ON ELE	$400	$890	$2,250
480	1200	PALLET REACH TRUCK 3500LB STAND ON ELEC	$470	$1,120	$2,690
480	2120	HOIST CHAIN 1/2 TON 8-15	$7	$19	$52
480	2160	HOIST 1/2 TON CHAIN W/OVERLOAD 20FT	$12	$25	$73
480	2175	HOIST CHAIN AIR 1 TON 30-50	$184	$735	$1,453
480	2180	HOIST 1 TON CHAIN W/OVERLOAD 20FT	$14	$33	$97
480	2200	HOIST 1 TON CHAIN W/OVERLOAD 30	$14	$33	$97
480	2220	HOIST CHAIN 1 TON 20-40	$12	$30	$83
480	2240	HOIST CHAIN 1-1/2 TON 20-40	$15	$40	$110
480	2260	HOIST 1 1/2 TON CHAIN W/OVERLOAD 20FT	$19	$48	$132
480	2280	HOIST 1 1/2TON CHAIN W/OVERLOAD 30FT	$20	$50	$140
480	2300	HOIST 2 TON CHAIN W/OVERLOAD 20FT	$23	$58	$157
480	2320	HOIST CHAIN 2 TON 8-15	$20	$50	$140
480	2340	HOIST CHAIN 2 TON 20-40	$15	$40	$110
480	2380	HOIST CHAIN 2TON MANUAL 30	$23	$58	$157
480	2400	HOIST CHAIN 3 TON 20-40	$24	$60	$162
480	2420	HOIST 3 TON CHAIN W/OVERLOAD 20FT	$26	$69	$186
480	2460	HOIST CHAIN 3TON MANUAL 20	$26	$69	$186
480	2520	HOIST 5 TON CHAIN W/OVERLOAD 20FT	$40	$105	$270
480	2540	HOIST CHAIN 5 TON 20-40	$38	$96	$245
480	2560	HOIST CHAIN 5TON MANUAL 30	$41	$104	$281
480	2600	HOIST CHAIN 8TON MANUAL 20	$75	$191	$517
480	2620	HOIST CHAIN 10 TON 8-15	$90	$232	$590
480	2640	HOIST CHAIN 10 TON 20-30	$95	$245	$635
480	2680	HOIST CHAIN AIR 3 TON	$70	$169	$465
480	2687	HOIST CHAIN AIR 6 TON 20-50 FT	$290	$850	$2,596
480	2692	HOIST CHAIN AIR 6 TON 100FT LIFT	$420	$1,085	$3,024
480	2700	ENGINE HOIST 4000 LB	$32	$124	$365
480	3040	POWERED HAND CRANE 300 LBS CAP BATT	$65	$179	$480
480	3314	HOIST ELECTRIC CHAIN 1 TON 40 FT 120V	$120	$291	$715
480	3316	HOIST ELECTRIC CHAIN 1 TON 50 FT 120V	$120	$291	$715
480	3318	HOIST ELECTRIC CHAIN 1 TON 60 FT 120V	$120	$291	$715
480	3329	HOIST ELECTRIC CHAIN 2 TON 40 FT 120V	$145	$352	$882
480	3331	HOIST ELECTRIC CHAIN 2 TON 50 FT 120V	$145	$352	$882
480	3333	HOIST ELECTRIC CHAIN 2 TON 60 FT 120V	$145	$352	$882
480	3428	MATERIAL LIFT 400 LBS 5 FT MANUAL	$27	$80	$234
480	3460	MATERIAL LIFT 1000 LBS 10 FT MANUAL	$76	$300	$620
480	3475	MATERIAL LIFT 450 LBS 12 FT MANUAL	$76	$300	$620
480	3480	MATERIAL LIFT 650 LBS 12 FT MANUAL	$76	$300	$620
480	3500	MATERIAL LIFT 300 LBS 12 FT PNEUMATIC	$87	$335	$710
480	3510	MATERIAL LIFT 350 LBS 10-12 FT MANUAL	$87	$335	$710

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - CHAIN HOISTS					
480	3525	MATERIAL LIFT 450 LBS 16 FT MANUAL	$87	$335	$710
480	3540	MATERIAL LIFT 650 LBS 18 FT MANUAL	$87	$335	$710
480	3560	MATERIAL LIFT 250 LBS 18 FT PNEUMATIC	$87	$335	$710
480	3580	MATERIAL LIFT 650 LBS 20 FT MANUAL	$104	$400	$845
480	3600	MATERIAL LIFT 650 LBS 24 FT MANUAL	$104	$400	$845
480	3630	MATERIAL LIFT 800 LBS 12 FT MANUAL	$92	$276	$745
480	3660	MATERIAL LIFT 1100 LBS 15 FT MANUAL	$109	$425	$900
480	4160	CABLE REEL STAND 6000LB CAPACITY	$20	$63	$138
480	4170	CABLE REEL STAND 10000LB CAP	$97	$290	$565
480	9150	MOBI-MAT VEHICLE MOBILITY MAT 5X50	$143	$380	$675
MATERIAL HANDLING - CONVEYORS					
480	2790	CONVEYOR MATERIAL 10FT X 12IN	$109	$328	$855
480	2795	CONVEYOR MATERIAL 10FT X 18IN	$115	$340	$880
480	2800	CONVEYOR MATERIAL TOWABLE 24-26FT ELEC	$340	$860	$2,038
MATERIAL HANDLING - CRANE WALK BEHIND					
350	3210	CRANE WALK-BEHIND BOOM 3000LB BATTERY	$360	$915	$2,285
350	3225	CRANE WALK-BEHIND 1950LB CAP BATTERY	$915	$2,230	$6,379
MATERIAL HANDLING - DOLLIES					
480	1060	DOLLY STAIR CLIMBER 1500# CAP	$78	$276	$583
480	1080	ROLALIFT 6000LBS HYD DOLLY 1 PAIR	$89	$314	$662
MATERIAL HANDLING - DRYWALL LIFTS					
100	7030	SHEETROCK JACK	$37	$129	$272
MATERIAL HANDLING - DUCT RODDER					
480	4185	DUCT RODDER 5/16IN 1000FT	$93	$207	$441
480	4186	DUCT RODDER 5/16IN 600FT	$71	$182	$310
MATERIAL HANDLING - ELECTRIC PALLET JACKS					
480	1180	PALLET REACH TRUCK 4500LB STAND ON ELEC	$340	$830	$2,020
480	1205	PALLET REACH TRUCK 4500LB 421IN LIFT ELE	$535	$1,270	$3,135
480	1210	PALLET ORDER PICKER 3000LB STAND ON ELEC	$230	$585	$1,450
480	1224	PALLET STACKER 2500LB ADJ STRAD W/B ELEC	$169	$525	$1,270
480	1229	PALLET STACKER 3000LB STRADDLE W/B ELEC	$180	$542	$1,340
480	1230	PALLET STACKER 3000LB COUNT WGT W/B ELEC	$203	$600	$1,515
480	1239	PALLET STACKER 4000LB STRADDLE W/B ELEC	$203	$600	$1,515
480	1240	PALLET STACKER 4000LB COUNT WGT W/B ELEC	$203	$600	$1,515
480	1250	PALLET LIFT 4000LB W/B ELEC	$125	$485	$1,065
480	1260	PALLET LIFT 4500LB W/B ELEC 48IN	$125	$485	$1,065

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - ELECTRIC PALLET JACKS					
480	1280	PALLET LIFT 6000LB 48IN RIDE-ON ELEC	$180	$542	$1,340
MATERIAL HANDLING - EQUIPMENT ROLLER SYSTEMS					
480	1340	MACHINE ROLLERS 8 TON SET OF 4	$62	$221	$415
480	1360	MACHINE ROLLERS 15 TON SET OF 4	$62	$221	$415
480	1390	MACHINE ROLLERS 30 TON SET OF 4	$62	$221	$415
MATERIAL HANDLING - GANTRIES & TROLLEYS					
480	3060	GANTRY CRANE 2 TON	$323	$830	$1,920
480	3065	GANTRY CRANE 2 TON 154IN HEIGHT	$345	$850	$2,100
480	3080	GANTRY CRANE 3 TON	$356	$877	$2,192
MATERIAL HANDLING - GLASS HANDLER					
340	1050	GLASS HANDLER 770LB 9'-4" ELEC	$500	$1,550	$4,620
340	1060	GLASS HANDLER 1265LB 11'-10" ELEC	$650	$1,970	$6,035
340	1080	GLASS HANDLER 1730LB 12'-9" ELEC	$825	$2,394	$7,240
340	1090	GLASS HANDLER 2200LB 13'-5" ELEC	$875	$2,619	$8,365
340	1300	GLASS HANDLER 550LB 9FT 7IN MANUAL	$195	$455	$986
MATERIAL HANDLING - HYDRAULIC JACKING CYLINDERS					
480	5530	PUMP HYD SHORING PLASTIC MANUAL	$13	$24	$65
480	5540	PORTAPOWER PUMP 1 SPEED MANUAL	$25	$50	$150
480	5560	PORTAPOWER PUMP 2 SPEED MANUAL	$25	$50	$150
481	1028	CYLINDER HYD THREADED END SA 10 T >1 IN	$13	$49	$98
481	1030	CYLINDER HYD LP PANCAKE SA 10 T >1 IN	$8	$35	$69
481	1040	CYLINDER HYD GENERAL SA 10 T 4 IN	$10	$46	$85
481	1042	CYLINDER HYD GENERAL SA 10 T 6 IN	$13	$49	$98
481	1048	CYLINDER HYD GENERAL SA 10 T 8 IN	$15	$58	$120
481	1052	CYLINDER HYD GENERAL SA 10 T 10 IN	$15	$60	$123
481	1090	CYLINDER HYD LP PANCAKE SA 20 T >1 IN	$20	$84	$165
481	1108	CYLINDER HYD GENERAL SA 25 T 2 IN	$15	$65	$130
481	1112	CYLINDER HYD GENERAL SA 25 T 6 IN	$20	$84	$165
481	1118	CYLINDER HYD GENERAL SA 25 T 8 IN	$26	$105	$200
481	1126	CYLINDER HYD GENERAL SA 25 T 14 IN	$37	$147	$290
481	1132	CYLINDER HYD LP PANCAKE SA 30 T >1 IN	$24	$96	$192
481	1134	CYLINDER HYD GENERAL SA 30 T 2 IN	$29	$120	$235
481	1158	CYLINDER HYD GENERAL SA 35 T 2 IN	$43	$170	$335
481	1162	CYLINDER HYD GENERAL SA 50 T 2 IN	$130	$510	$1,010
481	1186	CYLINDER HYD GENERAL SA 55 T 6 IN	$35	$142	$285
481	1189	CYLINDER HYD PUSHPULL DA 55-28 T 4 IN	$64	$250	$495
481	1260	CYLINDER HYD PUSHPULL DA 100-44 T 6 IN	$93	$372	$725
481	1526	JACK TOE ECONOMY 5 T 4 IN	$26	$106	$211

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - HYDRAULIC JACKING CYLINDERS					
481	1538	JACK TOE ECONOMY 10 T 5 IN	$35	$85	$196
MATERIAL HANDLING - LEVER HOISTS					
480	1620	HOIST 3/4 TON LEVER 20	$14	$29	$80
480	1700	HOIST 1 TON LEVER W/OVERLOAD 20	$15	$35	$90
480	1720	HOIST 1 1/2 TON LEVER 15	$15	$35	$90
480	1740	HOIST 1 1/2 TON LEVER 20	$15	$35	$90
480	1760	HOIST 1 1/2 TON LEVER W/OVERLOAD 20FT	$17	$41	$110
480	1780	HOIST 2 TON LEVER W/OVERLOAD 20	$20	$46	$123
480	1840	HOIST 3 TON LEVER W/ OVERLOAD 20FT	$25	$54	$147
480	1860	HOIST 3 TON LEVER 20-30	$22	$52	$130
480	1900	HOIST 6 TON LEVER W/ OVERLOAD 20FT	$35	$75	$205
MATERIAL HANDLING - LIFTING TOOLS & ACCESSORIES					
480	3240	TROLLEY 3 TONS	$25	$63	$177
480	3260	TROLLEY 5 TONS	$50	$138	$355
480	3280	TROLLEY 10 TONS	$60	$165	$455
MATERIAL HANDLING - MANUAL PALLET JACKS					
480	1130	PALLET LIFT 5500LB W/B MANUAL NARROW	$41	$145	$310
480	1135	PALLET LIFT 5500LB W/B MANUAL	$41	$145	$310
480	1137	PALLET LIFT 3000LB W/B MANUAL RAISED	$41	$145	$310
480	1140	PALLET LIFT 8000LB W/B MANUAL	$41	$145	$310
MATERIAL HANDLING - PORT-A-POWER					
480	5520	PUMP HYD 10000PSI SINGLE ACTING ELEC	$130	$370	$682
MATERIAL HANDLING - RAMPS					
480	1030	RAMP LOADING	$165	$387	$1,305
MATERIAL HANDLING - ROUGH TERRAIN CRANES					
350	3000	CRANE ROUGH TERRAIN DSL 30000LB 60FT	$725	$2,040	$6,100
MATERIAL HANDLING - ROUGH TERRAIN STRAIGHT MAST FORKLIFT					
455	1000	STRAIGHTMAST RT FORKLIFT 5000LB 4WD	$370	$950	$1,920
455	1010	STRAIGHTMAST RT FORKLIFT 6000LB 2WD	$370	$950	$1,920
455	1015	STRAIGHTMAST RT FORKLIFT CAB 6000LB 2WD	$400	$1,027	$2,225
455	1020	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	$370	$950	$1,920
455	1025	STRAIGHTMAST RT FORKLIFT CAB 6000LB 4WD	$400	$1,027	$2,225
455	1027	STRAIGHTMAST RT FORKLIFT CAB 7000LB 4WD	$400	$1,027	$2,225
455	1030	STRAIGHTMAST RT FORKLIFT 8000LB 2WD	$370	$950	$1,920
455	1035	STRAIGHTMAST RT FORKLIFT CAB 8000LB 2WD	$400	$1,027	$2,225

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MATERIAL HANDLING - ROUGH TERRAIN STRAIGHT MAST FORKLIFT					
455	1040	STRAIGHTMAST RT FORKLIFT 8000LB 4WD	$370	$950	$1,920
455	1042	STRAIGHTMAST RT FORKLIFT CAB 8000LB 4WD	$400	$1,027	$2,225
455	1045	STRAIGHTMAST RT FORKLIFT 8000LB 4WD LOWP	$400	$1,027	$2,225
455	1050	STRAIGHTMAST RT FORKLIFT 10000LB 2WD	$570	$1,661	$3,202
455	1065	STRAIGHTMAST RT FORKLIFT 12000LB 2WD	$570	$1,661	$3,202
455	1070	STRAIGHTMAST RT FORKLIFT 12000LB 4WD	$570	$1,661	$3,202
455	1080	STRAIGHTMAST RT FORKLIFT 20000LB 4WD	$701	$1,961	$4,674
MATERIAL HANDLING - ROUSTABOUTS					
480	1920	MATERIAL LIFT 1500 LBS 25 FT ROUSTABOUT	$98	$350	$739
480	1925	MATERIAL LIFT 1500 LBS 15 FT ROUSTABOUT	$83	$295	$623
MATERIAL HANDLING - SPYDER CRANES					
350	1130	CRAWLER CRANE 1990LB 22FT TIP BATT	$618	$1,607	$5,015
350	1145	CRAWLER CRANE 1990LB 37FT TIP JIB DF	$747	$2,150	$6,225
350	1150	CRAWLER CRANE 1990LB 37FT TIP JIB BATT	$747	$2,150	$6,225
350	1185	CRAWLER CRANE 5800LB 31FT TIP BATT	$747	$2,150	$6,225
350	1200	CRAWLER CRANE 6450LB 37FT TIP JIB DF	$747	$2,150	$6,225
350	1205	CRAWLER CRANE 6450LB 37FT TIP JIB BATT	$747	$2,150	$6,225
350	1210	CRAWLER CRANE 6450LB 37FT TIP JIB DSL	$747	$2,150	$6,225
350	1225	CRAWLER CRANE 5800LB 52FT TIP HYB	$919	$2,650	$8,200
350	1240	CRAWLER CRANE 6680LB 52FT TIP HYB	$919	$2,650	$8,200
350	1245	CRAWLER CRANE 6680LB 52FT TIP DSL	$919	$2,650	$8,200
350	1265	CRAWLER CRANE 6680LB 52FT TIP JIB HYBLMI	$919	$2,650	$8,200
350	1270	CRAWLER CRANE 5800LB 54FT TIP DSL LMI	$919	$2,650	$8,200
350	1285	CRAWLER CRANE 8920LB 68FT TIP HYB	$1,150	$3,100	$9,900
MATERIAL HANDLING - TELEHANDLER FORKLIFTS					
460	1000	TELEHANDLER 3000LB 13FT LIFT ROPS	$349	$912	$1,995
460	1005	TELEHANDLER 3000LB 13FT LIFT CAB	$367	$975	$2,095
460	1010	TELEHANDLER 5500LB 16-20FT LIFT ROPS	$349	$912	$1,995
460	1011	TELEHANDLER 5500LB 16-20FT LIFT ROPS BLK	$349	$912	$1,995
460	1015	TELEHANDLER 5500LB 16-20FT LIFT CAB	$367	$975	$2,095
460	1020	TELEHANDLER 6000LB 34-36FT LIFT ROPS	$415	$1,009	$2,293
460	1025	TELEHANDLER 6000LB 34-36FT LIFT CAB	$425	$1,085	$2,394
460	1030	TELEHANDLER 6000LB 42-44FT LIFT ROPS	$415	$1,009	$2,293
460	1035	TELEHANDLER 6000LB 42-44FT LIFT CAB	$425	$1,085	$2,394
460	1040	TELEHANDLER 8000LB 42-44FT LIFT ROPS	$440	$1,150	$2,590
460	1045	TELEHANDLER 8000LB 42-44FT LIFT CAB	$455	$1,190	$2,763
460	1050	TELEHANDLER 9000LB 42-44FT LIFT ROPS	$525	$1,500	$3,450
460	1055	TELEHANDLER 9000LB 42-44FT LIFT CAB	$550	$1,595	$3,550
460	1060	TELEHANDLER 10000LB 42-44FT LIFT ROPS	$560	$1,597	$3,600

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MATERIAL HANDLING - TELEHANDLER FORKLIFTS					
460	1065	TELEHANDLER 10000LB 42-44FT LIFT CAB	$590	$1,650	$3,700
460	1070	TELEHANDLER 10000LB 50-56FT LIFT ROPS	$560	$1,597	$3,600
460	1071	TELEHANDLER 10000LB 50-56FT LIFTROPS BLK	$560	$1,597	$3,600
460	1075	TELEHANDLER 10000LB 50-56FT LIFT CAB	$590	$1,650	$3,700
460	1077	TELEHANDLER 10000LB 75FT LIFT CAB	$1,970	$5,745	$13,950
460	1080	TELEHANDLER 12000LB 55-56FT LIFT ROPS	$720	$2,095	$4,700
460	1081	TELEHANDLER 12000LB 55FT LIFT ROPS BLK	$720	$2,095	$4,700
460	1085	TELEHANDLER 12000LB 55-56FT LIFT CAB	$761	$2,202	$4,800
460	1087	TELEHANDLER 15-16000LB 44FT LIFT	$1,440	$3,800	$8,085
460	1088	TELEHANDLER 17000LB 32FT LIFT	$1,710	$4,715	$10,395
460	1090	TELEHANDLER 20000LB 44FT LIFT CAB	$2,130	$6,045	$16,800
MATERIAL HANDLING - TUGGERS					
480	4110	CABLE PULLER 2000 LB ELECTRIC	$130	$312	$850
480	4130	CABLE PULLER 6000LB ELECTRIC	$120	$373	$875
480	4150	CABLE PULLER 10000LB ELEC W/BOOM	$137	$519	$1,005
480	4153	CABLE PULLER 12K MULTI-SPEED ELEC	$155	$570	$1,135
480	4155	CABLE FEEDER	$130	$312	$810
480	4179	CABLE REEL ROLL 7.5 TON	$185	$575	$1,705
480	4180	CABLE REEL ROLLER 15 TON	$164	$519	$1,530
480	4190	CABLE FISH TAPE VAC SYSTEM	$35	$80	$235
MATERIAL HANDLING - WAREHOUSE FORKLIFT ATTACHMENTS					
490	1000	FORKLIFT ATTACHMENT LIFTING HOOK 10000LB	$54	$155	$313
490	1002	FORKLIFT ATTACHMENT LIFTING HOOK 12000LB	$60	$185	$385
490	1003	FORKLIFT ATTACHMENT LIFT-N-TOW 4000 LB	$46	$132	$271
490	1004	FORKLIFT ATTACHMENT LIFT-N-TOW 10000 LB	$46	$132	$271
490	1008	FORKLIFT ATTACHMENT 2 FT TRUSS BOOM	$65	$185	$405
490	1009	FORKLIFT ATTACHMENT 6-8 FT TRUSS BOOM	$65	$185	$405
490	1010	FORKLIFT ATTACHMENT 12-15 FT TRUSS BOOM	$65	$185	$405
490	1014	FORKLIFT ATTACHMENT BOOM STAND 2-17000LB	$205	$620	$1,495
490	1020	FORKLIFT ATTACH JIB BOOM 4-12FT 6K CAP	$65	$186	$410
490	1030	FORKLIFT ATTACHMENT CARPET POLE	$43	$124	$294
490	1040	FORKLIFT ATTACHMENT INDUSTRIAL SCALE	$105	$285	$545
490	1050	FORKLIFT ATTACHMENT TRASH HOPPER	$65	$142	$360
490	1055	FORKLIFT ATTACHMENT BIN CLAMP ROTATOR	$71	$203	$540
490	1070	FORKLIFT ATTACHMENT FORK ROTATOR 2500LB	$109	$340	$866
490	1073	FORKLIFT ATTACHMENT ROTATOR CLASS II	$109	$335	$840
490	1077	FORKLIFT ATTACHMENT ROTATOR CLASS III	$210	$571	$1,418
490	1080	FORKLIFT ATTACHMENT WORK PLATFORM	$109	$312	$589
490	1085	FORKLIFT SINGLE DOUBLE PALLET HANDLER	$105	$238	$630
490	1210	FORKLIFT ATTACHMENT BIN DUMPER 1YD	$71	$203	$540

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MATERIAL HANDLING - WAREHOUSE FORKLIFT ATTACHMENTS					
490	1215	FORKLIFT ATTACHMENT BIN DUMPER 2YD	$71	$203	$540
490	1220	FORKLIFT ATTACHMENT BIN DUMPER 3YD	$80	$234	$565
490	1225	FORKLIFT ATTACHMENT BIN DUMPER 4YD	$87	$249	$610
490	1230	FORKLIFT ATTACHMENT BIN DUMPER 5YD	$87	$249	$610
490	1235	FORKLIFT ATTACHMENT TRASH HOPPER 3.75YD	$75	$180	$489
490	1240	FORKLIFT ATTACHMENT TRASH HOPPER 5.0YD	$75	$180	$489
490	1250	FORKLIFT ATTACHMENT BUCKET .50-.75YD	$65	$180	$435
490	1255	FORKLIFT ATTACHMENT BUCKET 1YD	$65	$180	$435
490	1260	FORKLIFT ATTACHMENT BUCKET 1.25YD	$65	$180	$435
490	1265	FORKLIFT ATTACHMENT BUCKET 1.5YD	$65	$180	$435
490	1270	FORKLIFT ATTACHMENT BUCKET 1.75YD	$70	$195	$475
490	1275	FORKLIFT ATTACHMENT BUCKET 2YD	$70	$195	$475
490	1400	FORKLIFT ATTACHMENT CARRIAGE	$65	$185	$405
490	1410	FORKLIFT ATTACHMENT SWING CARRIAGE	$93	$259	$686
490	1450	FORKLIFT ATTACHMENT FORK EXTENSIONS	$65	$185	$405
490	1460	FORKLIFT ATTACHMENT 48IN FORKS	$30	$95	$201
490	1470	FORKLIFT ATTACHMENT 60IN FORKS	$32	$104	$220
490	1480	FORKLIFT ATTACHMENT 72IN FORKS	$38	$108	$235
490	1517	FORKLIFT ATTACHMENT BOOMSTAND 40-60000LB	$314	$941	$1,780
490	1600	CRANE ATTACHMENT TRASH HOPPER	$65	$186	$416
490	1690	FORKLIFT BATTERY CHARGER 48V ONLY 115V	$35	$97	$225
490	1695	FORKLIFT BATTERY CHARGER FOR 48V & 80V	$43	$104	$290
499	0600	TRACKS/600S	$335	$950	$2,725
MATERIAL HANDLING - WAREHOUSE FORKLIFTS					
450	2000	WAREHOUSE FORKLIFT 2000LB CUSHION ELEC	$274	$722	$1,695
450	2010	WAREHOUSE FORKLIFT 3000LB PNEU DSL	$203	$522	$1,200
450	2020	WAREHOUSE FORKLIFT 3000LB PNEU DF	$203	$522	$1,200
450	2030	WAREHOUSE FORKLIFT 3000LB CUSHION ELEC	$274	$722	$1,695
450	2040	WAREHOUSE FORKLIFT 3000LB CUSHION LPG	$225	$575	$1,300
450	2050	WAREHOUSE FORKLIFT 3000LB 3W STDUP ELEC	$274	$722	$1,695
450	2055	WAREHOUSE FORKLIFT 3500LB 3W STDUP ELEC	$274	$722	$1,695
450	2057	WAREHOUSE FORKLIFT 4000LB 3W STDUP ELEC	$274	$722	$1,695
450	2085	WAREHOUSE FORKLIFT 4000LB CUSH LPS RATED	$225	$575	$1,300
450	2090	WAREHOUSE FORKLIFT 4000LB 3W SIT ELEC	$274	$722	$1,695
450	2100	WAREHOUSE FORKLIFT 4000LB CUSHION ELEC	$274	$722	$1,695
450	2110	WAREHOUSE FORKLIFT 5000LB PNEU DSL	$215	$522	$1,200
450	2115	WAREHOUSE FORKLIFT 5000LB PNEU DSL CAB	$275	$679	$1,600
450	2120	WAREHOUSE FORKLIFT 5000LB PNEU DF	$203	$522	$1,200
450	2122	WAREHOUSE FORKLIFT 5000LB PNEU LP ONLY	$203	$522	$1,200
450	2123	WAREHOUSE FORKLIFT 5000LB PNEU LPS	$203	$522	$1,200
450	2130	WAREHOUSE FORKLIFT 5000LB PNEU ELEC	$315	$779	$1,800

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - WAREHOUSE FORKLIFTS					
450	2140	WAREHOUSE FORKLIFT 5000LB CUSHION ELEC	$315	$779	$1,800
450	2150	WAREHOUSE FORKLIFT 5000LB CUSHION LPG	$225	$575	$1,300
450	2160	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU DF	$225	$575	$1,300
450	2165	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU LP	$225	$575	$1,300
450	2170	WAREHOUSE FORKLIFT 5000LB QUAD PNEU DF	$238	$605	$1,500
450	2180	WAREHOUSE FORKLIFT 6000LB PNEU DSL	$235	$595	$1,331
450	2185	WAREHOUSE FORKLIFT 6000LB PNEU DSL CAB	$275	$695	$1,600
450	2190	WAREHOUSE FORKLIFT 6000LB PNEU DF	$235	$595	$1,331
450	2200	WAREHOUSE FORKLIFT 6000LB PNEU LP	$235	$595	$1,331
450	2210	WAREHOUSE FORKLIFT 6000LB CUSHION ELEC	$315	$795	$1,800
450	2220	WAREHOUSE FORKLIFT 6000LB SINGLE-DBL DF	$238	$605	$1,500
450	2240	WAREHOUSE FORKLIFT 6000LB QUAD PNEU DF	$238	$605	$1,500
450	2242	WAREHOUSE FORKLIFT 6000LB QUAD PNEU LP	$238	$605	$1,500
450	2250	WAREHOUSE FORKLIFT 7000LB PNEU DSL	$275	$740	$1,855
450	2260	WAREHOUSE FORKLIFT 8000LB PNEU DSL	$275	$740	$1,855
450	2265	WAREHOUSE FORKLIFT 8000LB PNEU DSL CAB	$315	$790	$1,989
450	2270	WAREHOUSE FORKLIFT 8000LB PNEU DF	$275	$740	$1,855
450	2275	WAREHOUSE FORKLIFT 8000LB PNEU DF CAB	$315	$790	$1,989
450	2280	WAREHOUSE FORKLIFT 8000LB PNEU LPG	$275	$740	$1,855
450	2305	WAREHOUSE FORKLIFT 10000LB CUSHION ELEC	$380	$1,075	$2,800
450	2310	WAREHOUSE FORKLIFT 10000LB PNEU DSL	$328	$825	$2,174
450	2315	WAREHOUSE FORKLIFT 10000LB PNEU DSL CAB	$374	$981	$2,307
450	2320	WAREHOUSE FORKLIFT 10000LB PNEU DF	$328	$825	$2,174
450	2325	WAREHOUSE FORKLIFT 10000LB PNEU DF CAB	$374	$981	$2,307
450	2330	WAREHOUSE FORKLIFT 10000LB CUSHION LPG	$328	$825	$2,174
450	2345	WAREHOUSE FORKLIFT 12000LB CUSHION ELEC	$380	$1,075	$2,800
450	2360	WAREHOUSE FORKLIFT 12000LB PNEU DF	$363	$1,040	$2,755
450	2370	WAREHOUSE FORKLIFT 15000LB PNEU DSL	$620	$1,585	$3,570
450	2375	WAREHOUSE FORKLIFT 15000LB PNEU DSL CAB	$658	$1,650	$3,675
450	2380	WAREHOUSE FORKLIFT 15000LB CUSHION LPG	$620	$1,585	$3,570
450	2390	WAREHOUSE FORKLIFT 15000LB PNEU DF	$620	$1,585	$3,570
450	2410	WAREHOUSE FORKLIFT 20000LB PNEU DSL	$995	$2,500	$6,250
450	2420	WAREHOUSE FORKLIFT 22000LB PNEU DSL	$995	$2,500	$6,250
450	2430	WAREHOUSE FORKLIFT 26000LB PNEU DSL ROPS	$1,050	$2,700	$6,345
450	2435	WAREHOUSE FORKLIFT 26000LB PNEU CAB DSL	$1,050	$2,700	$6,345
450	2440	WAREHOUSE FORKLIFT 30000LB PNEU DSL	$1,095	$2,850	$7,150
450	2450	WAREHOUSE FORKLIFT 36000LB PNEU DSL ROPS	$1,095	$2,850	$7,150
450	2455	WAREHOUSE FORKLIFT 36000LB PNEU CAB DSL	$1,095	$2,850	$7,150
450	2470	WAREHOUSE FORKLIFT 55000LB PNEU DSL	$2,079	$5,100	$14,175
450	3035	WAREHOUSE FORKLIFT VERSA 40-60000LB DF	$2,304	$4,608	$11,875

POWER GEN - 150-400KW - AIRCRAFT GENERATOR

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
POWER GEN - 150-400KW - AIRCRAFT GENERATOR					
501	4220	180KVA 400HZ SOLID STATE AIRCRAFT GPU	$630	$1,596	$4,700
POWER GENERATION - AIRCRAFT GENERATOR					
501	4000	90KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$675	$2,693	$5,500
501	4010	120KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$750	$3,192	$6,000
501	4020	180KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$950	$3,500	$7,500
501	4210	90KVA 400HZ SOLID STATE AIRCRAFT GPU	$400	$1,117	$3,200
POWER GENERATION - DIESEL CONTAINER					
501	1800	800KW GENERATOR DSL	$2,310	$6,300	$17,000
501	2100	1000KW GENERATOR DSL	$2,385	$6,400	$17,900
501	2300	1350KW GENERATOR DSL	$2,741	$7,051	$20,869
501	2600	1600KW GENERATOR DSL	$3,690	$10,200	$26,250
POWER GENERATION - FUEL TANKS					
530	1000	FUEL TANK UP TO 100 GALLON	$70	$200	$378
530	1005	PROSOL DEF TANK 100 GALLON GALVANIZED	$90	$250	$600
530	1020	FUEL TANK 251 GALLON	$74	$215	$415
530	1050	FUEL TANK 552 GALLON	$115	$350	$646
530	1060	FUEL TANK 523 GALLON TOWABLE	$155	$455	$877
530	1070	FUEL TANK 787 GALLON	$155	$455	$877
530	1090	FUEL TANK 1204 GALLON	$235	$690	$1,302
530	1100	FUEL TANK 2388 GALLON	$430	$1,280	$2,940
POWER GENERATION - LOAD BANKS					
525	1360	LOAD BANK 100 KW	$124	$258	$575
525	1362	LOAD BANK 125 KW	$124	$258	$575
525	1365	LOAD BANK 600 KW	$450	$1,300	$3,857
525	1366	LOAD BANK 1000 KW	$667	$2,000	$6,000
525	1368	LOAD BANK 3000 KW	$1,000	$3,000	$10,000
POWER GENERATION - PORTABLE					
500	1015	1KW SILENT PORTABLE GENERATOR GAS	$47	$170	$357
500	1020	2KW SILENT PORTABLE GENERATOR GFCI GAS	$51	$195	$426
500	1025	2KW SILENT PORTABLE GENERATOR GAS	$51	$195	$426
500	1030	3KW PORTABLE GENERATOR GAS	$62	$235	$515
500	1035	3KW SILENT PORTABLE GENERATOR GAS	$62	$235	$515
500	1050	5KW PORTABLE GENERATOR GAS	$72	$274	$580
500	1057	5KW PORTABLE GENERATOR DSL	$72	$274	$580
500	1060	6KW PORTABLE GENERATOR GAS	$83	$305	$643
500	1075	7KW SILENT PORTABLE GENERATOR GAS	$100	$380	$803
500	1100	10KW PORTABLE GENERATOR GAS	$130	$433	$990

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AFFECTED REGIONS / BRANCHES

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
POWER GENERATION - PORTABLE					
500	1110	14KW PORTABLE GENERATOR 120/240V 1PH GAS	$182	$523	$1,125
500	1120	16KW PORTABLE GENERATOR 120/240V 1PH/3PH	$215	$620	$1,340
500	1130	23KW PORTABLE GENERATOR 120/480V 1PH/3PH	$285	$655	$1,540
POWER GENERATION - POWER DISTRIBUTION					
514	1145	EXTENSION CORD 14/3 X 100'	$6	$18	$43
514	1150	EXTENSION CORD 14/3 X 50'	$5	$14	$34
514	1155	EXTENSION CORD 14/3 X 25'	$2	$7	$21
525	1030	I LINE PANEL 400 AMP	$180	$491	$1,339
525	1060	I LINE PANEL 600 AMP 600V	$204	$536	$1,428
525	1070	I LINE PANEL 800 AMP	$280	$750	$1,650
525	1080	I LINE PANEL 1200 AMP	$360	$850	$2,150
525	1085	I-LINE PANEL 1200A 600V LOW PROFILE	$360	$850	$2,150
525	1090	QUADBOX FEEDER PANEL 120 AMP	$51	$145	$294
525	1100	QUAD BOX FEEDER PANEL 200 AMP	$51	$145	$294
525	1120	PANEL DISTRO 200A 2XL5302XCALI4X50A4X30A	$68	$157	$368
525	1140	SPIDER BOX FEEDER PANEL 200 AMP	$113	$321	$695
525	1150	SPIDER BOX FEEDER PANEL 400 AMP	$113	$321	$695
525	1160	SPLITER PANEL 400 AMP CAMLOCK	$51	$97	$220
525	1180	REEFER PANEL 30 GANG	$50	$121	$317
525	1190	TRANSFORMER 15KVA 480-120/208 MILL PANEL	$104	$335	$714
525	1195	TRANSFORMER 30KVA 480-120/208 MILL PANEL	$110	$343	$978
525	1250	TRANSFER SWITCH 200 AMP	$62	$176	$496
525	1255	TRANSFER SWITCH 200 AMP ATS	$70	$214	$585
525	1260	TRANSFER SWITCH 400 AMP ATS	$98	$280	$756
525	1270	TRANSFER SWITCH 600 AMP	$315	$572	$1,562
525	1290	TRANSFER SWITCH 800 AMP	$475	$770	$1,950
525	1310	VFD PANEL 20HP 460V 3PH	$110	$300	$875
525	1320	VFD PANEL 50HP 460V 3PH	$130	$335	$1,004
525	1330	VFD PANEL 100HP 460V 3P SOFT START	$165	$430	$1,200
525	1350	VFD PANEL 150HP 460V 3PH	$205	$589	$1,607
525	1605	DISCONNECT FUSE PANEL 200 AMP	$95	$240	$530
525	1610	DISCONNECT BREAKER PANEL 400A	$145	$294	$680
525	1620	DISCONNECT BREAKER PANEL 600A	$161	$416	$971
525	1630	DISCONNECT BREAKER PANEL 800A	$186	$455	$1,250
525	1720	I LINE PANEL 3000 AMP	$425	$1,212	$3,500
525	2110	PANEL DISTRIBUTION 125/250V 30AMP GFCI	$25	$73	$171
525	2120	PANEL DISTRIBUTION 125/250V 50AMP GFCI	$25	$73	$171
525	2142	PANEL DIST 400A CAM IN/4X100A APPLE OUT	$60	$160	$378
525	2190	PANEL DISTRIBUTION 800AMP 3PH 120/208V	$285	$800	$2,231
525	2600	DISCONNECT BREAKER PANEL 1200A	$160	$305	$750
525	3550	TRANSFER SWITCH AUTO 1200 AMP	$540	$779	$2,250

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
POWER GENERATION - POWER DISTRIBUTION					
525	3560	TRANSFER SWITCH AUTO 1600 AMP	$540	$779	$2,250
525	4000	PANEL DISTRIBUTION 800AMP 600V	$145	$325	$800
525	5047	TRANSFORMER 45KVA 480-120/208V STEP DWN	$150	$425	$803
525	5075	TRANSF 75KVA 600/480-120/208V S DWN DIST	$175	$441	$1,156
525	5112	TRANSFORMER 150KVA 480-600V STEP UP/DWN	$190	$465	$1,310
525	5114	TRANSFORMER 150KVA ENTERTAINMENT CONFIG	$190	$465	$1,310
525	5122	TRANSFORMER 300KVA ENTERTAINMENT CONFIG	$200	$650	$1,650
525	5130	TRANSF 500KVA 480-600V STEP UP/DWN AUTO	$404	$998	$2,675
525	5137	TRANSFORMER 500KVA 2400/480V PADMOUNT	$215	$560	$1,559
525	5165	TRANSFORMER 1500KVA PADMOUNT	$890	$1,690	$4,725
550	1330	WELDER INVERTER CC/CV 650-699 AMPS	$87	$255	$551
550	1875	WELDER SKID MOUNTED 400 - 449 AMPS DSL	$143	$300	$635
POWER GENERATION - SKID MOUNTED					
501	1105	100KW GENERATOR SKID MOUNTED DSL	$430	$1,135	$3,175
501	1180	175KW GENERATOR SKID MOUNTED DSL	$644	$1,775	$3,895
501	1255	250KW GENERATOR SKID MOUNTED DSL	$900	$2,120	$5,165
501	1325	320KW GENERATOR SKID MOUNTED DSL	$1,030	$2,600	$6,185
POWER GENERATION - STEP-DOWN TRANSFORMERS					
525	1210	TRANSF 150KVA 600/480-120/208V STEP DWN	$110	$343	$978
POWER GENERATION - TOWABLE DIESEL					
501	1008	8KW GENERATOR DSL	$190	$439	$1,030
501	1015	15KW GENERATOR DSL	$213	$467	$1,135
501	1020	20KW GENERATOR DSL	$213	$467	$1,135
501	1021	20KW GENERATOR DSL HYBRID	$820	$2,160	$5,850
501	1025	25KW GENERATOR MEGA SILENT DSL	$356	$743	$1,485
501	1030	30KW GENERATOR DSL	$285	$745	$1,615
501	1040	40KW GENERATOR DSL	$285	$745	$1,615
501	1055	55KW GENERATOR DSL	$315	$770	$2,065
501	1060	55KW GENERATOR SKID MOUNTED DSL	$315	$745	$2,005
501	1062	56KW GENERATOR MEGA SILENT DSL	$473	$1,314	$3,150
501	1065	65KW GENERATOR MEGA SILENT DSL	$675	$1,755	$4,005
501	1070	70KW GENERATOR DSL	$430	$1,135	$3,175
501	1080	80KW GENERATOR DSL	$430	$1,135	$3,175
501	1100	100KW GENERATOR DSL	$430	$1,135	$3,175
501	1110	104KW GENERATOR MEGA SILENT DSL	$675	$1,755	$4,005
501	1115	117KW GENERATOR MEGA SILENT DSL	$810	$2,115	$5,355
501	1120	120KW GENERATOR DSL	$644	$1,775	$3,895
501	1135	137KW GENERATOR MEGA SILENT DSL	$810	$2,115	$5,355
501	1140	140KW GENERATOR DSL	$644	$1,775	$3,895

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US National (Excluding Hawaii, North Dakota & Greater Permian)

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
POWER GENERATION - TOWABLE DIESEL					
501	1160	160KW GENERATOR DSL	$644	$1,775	$3,895
501	1175	175KW GENERATOR DSL	$644	$1,775	$3,895
501	1200	200KW GENERATOR DSL	$900	$2,120	$5,165
501	1250	250KW GENERATOR DSL	$900	$2,120	$5,165
501	1280	275KW GENERATOR MEGA SILENT DSL	$1,031	$2,426	$6,300
501	1320	320KW GENERATOR DSL	$1,030	$2,600	$6,185
501	1500	500KW GENERATOR DSL	$2,310	$6,300	$17,000
501	1510	500KW GENERATOR DSL T4F	$2,310	$6,300	$17,000
501	2700	CONTAINERIZED 2MEG DIESEL GENERATOR	$4,457	$12,338	$32,550
501	3140	1400AMP STUDIO GENERATOR	$1,148	$2,500	$8,630
501	3160	1600AMP STUDIO GENERATOR	$1,148	$2,500	$8,630
POWER GENERATION - TRANSFORMERS					
525	5020	TRANSFORMER 30KVA 480-120/208V STEP DWN	$86	$242	$536
525	5025	TRANSFORMER 75KVA ENTERTAINMENT CONFIG	$175	$515	$1,079
639	1200	TOW TRACTOR WAREHOUSE STAND-UP ELECTRIC	$120	$300	$875
PUMP - BOOSTER PUMPS					
813	2470	PUMP BOOSTER 15HP 2IN ELEC	$140	$416	$1,103
813	2510	PUMP BOOSTER 30HP 3IN ELEC	$180	$514	$1,297
813	2520	PUMP BOOSTER 4IN ELEC	$250	$600	$1,705
813	2550	PUMP BOOSTER 5HP ELEC	$95	$265	$687
PUMP - CENTRIFUGAL PUMPS					
800	1020	PUMP CENTRIFUGAL 2IN GAS	$72	$171	$441
800	1030	PUMP CENTRIFUGAL 3IN GAS	$98	$191	$465
800	1040	PUMP CENTRIFUGAL 4IN GAS	$105	$213	$546
PUMP - DIAPHRAGM PUMPS					
800	1120	PUMP DIAPHRAGM 2IN GAS	$89	$265	$519
800	1125	PUMP DIAPHRAGM 2IN AIR	$89	$265	$519
800	1130	PUMP DIAPHRAGM 3IN GAS	$89	$265	$519
800	1160	PUMP 6IN DOUBLED DIAPHRAGM DSL	$176	$490	$1,384
800	1170	PUMP 6IN DOUBLED DIAPHRAGM SO ATT DSL	$207	$623	$1,835
807	1710	PUMP DIAPHRAGM 4IN DSL	$125	$370	$923
810	1110	PUMP DOUBLED 2 IN AIR	$119	$340	$649
810	1120	PUMP DOUBLED 3 IN AIR	$119	$340	$649
812	2355	PUMP DIAPHRAGM 1IN	$89	$215	$550
812	2360	PUMP DIAPHRAGM POLYPROPYLENE 1IN	$72	$167	$465
812	2370	PUMP DIAPHRAGM ALUM/CAST IRON 1IN	$50	$140	$368
812	2390	PUMP DIAPHRAGM POLYPROPYLENE 2IN	$203	$545	$975
812	2400	PUMP DIAPHRAGM SS 2IN	$203	$545	$975

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - DIAPHRAGM PUMPS					
812	2410	PUMP DIAPHRAGM ALUMINUM 2IN	$80	$210	$365
812	2415	PUMP DIAPHRAGM 3IN	$90	$265	$565
812	2440	PUMP DIAPHRAGM SS 3IN	$215	$675	$1,300
812	2450	PUMP DIAPHRAGM ALUMINUM 3IN	$95	$260	$551
PUMP - DNS					
821	2923	TANK BUFFER 500 GAL	$155	$470	$1,335
821	2970	PUMP SEALED PRIME HIGH HEAD 5X4 DSL	$645	$1,880	$5,210
821	2990	VFD PANEL 5HP	$90	$245	$680
821	3020	FUSION MACHINE 2 - 8 IN	$274	$727	$2,192
821	3055	PUMP MONITOR KIT MODEM W/SOLAR PANELS	$54	$105	$217
PUMP - FLOW METERS					
816	2682	PUMP FLOWMETER 12IN	$80	$230	$581
816	2710	PUMP FLOWMETER 4IN	$40	$128	$380
816	2720	PUMP FLOWMETER 6IN	$50	$145	$410
816	2740	FLOW METER	$54	$160	$465
PUMP - HYDRAULIC POWER UNIT PUMPS					
814	1000	PUMP HYDRAULIC 10000 PSI FOR TOOLS AIR	$130	$501	$1,220
814	1002	PUMP HYDRAULIC 10000 PSI FOR TOOLS ELEC	$130	$501	$1,220
814	1005	PUMP HYDRAULIC SPLIT FLOW FOR LIFTING	$130	$392	$1,250
814	2610	POWER UNIT 10-14 HP HYD	$138	$514	$1,407
814	2620	POWER UNIT 15-20HP HYD	$185	$539	$1,661
814	2630	POWER UNIT 65HP HYD	$299	$740	$2,184
814	2633	POWER UNIT 68HP T4F HYD	$320	$882	$2,520
814	2640	POWER UNIT 162HP HYD	$350	$920	$3,299
PUMP - INDUSTRIAL PUMPS					
803	1420	PUMP VAC ASSIST SS 6IN T4F DSL	$390	$1,162	$3,240
804	1450	PUMP VAC ASSIST HIGH HEAD 4X3IN DSL	$348	$1,025	$2,665
804	1455	PUMP VAC ASSIST HHEAD 142HP 4X3IN DSL	$532	$1,677	$4,450
804	1460	PUMP VAC ASSIST HIGH HEAD 5X3IN DSL	$435	$1,255	$3,340
804	1470	PUMP VAC ASSIST HIGH HEAD 6X3IN DSL	$435	$1,255	$3,340
804	1475	PUMP VAC ASSIST HIGH HEAD 6X3IN T4F DSL	$505	$1,495	$4,695
804	1477	PUMP VAC ASSIST HIGHHEAD 6X3IN 125HP	$435	$1,255	$3,340
804	1480	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL	$525	$1,550	$4,040
804	1490	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL	$580	$1,735	$4,830
804	1520	PUMP VAC ASSIST HIGH HEAD 8X6IN DSL	$815	$2,345	$5,965
804	1530	PUMP VAC ASSIST HHEAD VN PRI 10X6IN DSL	$430	$1,420	$4,150
804	1540	PUMP VAC ASSIST HIGH HEAD 10X8IN DSL	$975	$2,720	$7,770
804	1550	PUMP VAC ASSIST MEDIUM HEAD 10X8IN DSL	$623	$2,100	$4,500

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - INDUSTRIAL PUMPS					
804	1560	PUMP VAC ASSIST SS HIGH HEAD 6X3IN DSL	$623	$1,660	$4,600
804	1570	PUMP VAC ASSIST SS HIGH HEAD 10X8IN DSL	$860	$2,527	$7,200
804	1590	PUMP VAC ASSIST HHEAD 600HP 8X6IN DSL	$1,040	$2,678	$8,050
804	1600	PUMP VAC ASSIST HHEAD 600HP 10X8IN DSL	$1,150	$3,255	$8,425
805	1620	PUMP TRASH 6IN TOWABLE DSL	$355	$1,080	$3,260
808	1800	PUMP VAC ASSIST HIGH HEAD 6X3IN ELEC	$550	$1,630	$4,605
PUMP - ROAD CROSSINGS					
820	2870	ROAD CROSSING PUMP DIVISION 12IN	$114	$220	$695
820	2880	ROAD CROSSING PUMP DIVISION 8IN	$96	$180	$610
820	2890	ROAD CROSSING PUMP DIVISION DB WIDE 12IN	$140	$420	$1,195
820	2900	ROAD CROSSING PUMP DIVISION 6IN BRAHMAN	$78	$167	$604
PUMP - SPLAT SYSTEMS					
819	2850	ROAD CROSSING PUMP DIVISION 4IN BRAHMAN	$120	$325	$855
PUMP - STEEL PONTOONS					
821	2920	PONTOON FLOAT SUBMERSIBLE STEEL 12IN	$60	$120	$246
PUMP - SUBMERSIBLE PUMPS					
809	1820	PUMP SUBMERSIBLE 3/4IN ELEC	$48	$95	$230
809	1860	PUMP SUBMERSIBLE 2IN ELEC	$60	$175	$415
809	1865	PUMP SUBMERSIBLE 2IN LOW LEVEL ELEC	$60	$175	$415
809	1870	PUMP SUBMERSIBLE SEWAGE 1HP 2IN ELEC	$70	$210	$485
809	1880	PUMP SUBMERSIBLE 3IN ELEC	$92	$211	$497
809	1890	PUMP SUBMERSIBLE 3HP 3IN ELEC	$92	$211	$497
809	1900	PUMP SUBMERSIBLE HV 1HP 3PH 2IN ELEC	$37	$93	$259
809	1910	PUMP SUBMERSIBLE 2HP 3PH 460V 2IN ELEC	$45	$121	$320
809	1930	PUMP SUBMERSIBLE HHEAD 4HP 3PH 2IN ELEC	$110	$285	$720
809	1940	PUMP SUBMERSIBLE SEWAGE CUT 15HP 3IN ELE	$72	$215	$571
809	1980	PUMP SUBMERSIBLE HIGH HEAD 6HP 3IN ELEC	$119	$368	$860
809	2020	PUMP SUBMERSIBLE HV 5HP 3PH 3IN ELEC	$83	$230	$605
809	2030	PUMP SUBMERSIBLE SEWAGE 3HP 3PH 4IN ELEC	$85	$230	$605
809	2040	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC	$130	$368	$990
809	2050	PUMP SUBMERSIBLE SEWAGE 10HP 4IN ELEC	$150	$441	$1,150
809	2060	PUMP SUBMERSIBLE HIGH HEAD 15HP 4IN ELEC	$175	$490	$1,293
809	2070	PUMP SUBMERSIBLE SEW CUT 20HP 4IN ELEC	$200	$570	$1,475
809	2110	PUMP SUBMERSIBLE HIGH HEAD 40HP 4IN ELEC	$280	$769	$1,925
809	2120	PUMP SUBMERSIBLE 4IN ELEC	$130	$315	$780
809	2150	PUMP SUBMERSIBLE SEW 10HP 3PH 6IN ELEC	$220	$647	$1,713
809	2170	PUMP SUBMERSIBLE HV 10HP 3PH 6IN ELEC	$165	$485	$1,385
809	2180	PUMP SUBMERSIBLE SEWAGE 50HP 6IN ELEC	$310	$840	$2,250

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - SUBMERSIBLE PUMPS					
809	2190	PUMP SUBMERSIBLE HV 15HP 3PH 6IN ELEC	$185	$560	$1,565
809	2200	PUMP SUBMERSIBLE HV 20HP 3PH 6IN ELEC	$205	$615	$1,680
809	2220	PUMP SUBMERSIBLE 6IN ELEC	$220	$550	$1,350
809	2230	PUMP SUBMERSIBLE 8IN ELEC	$467	$1,030	$2,510
809	2240	PUMP SUBMERSIBLE 10IN ELEC	$519	$1,440	$3,894
811	2270	PUMP SUBMERSIBLE SS 4IN HYD	$110	$255	$845
811	2280	PUMP SUBMERSIBLE 4IN HYD	$110	$255	$845
811	2300	PUMP SUBMERSIBLE SS 6IN HYD	$124	$360	$985
811	2310	PUMP SUBMERSIBLE 6IN HYD	$124	$360	$985
811	2320	PUMP SUBMERSIBLE 8IN HYD	$125	$363	$1,030
811	2330	PUMP SUBMERSIBLE SS 12IN HYD	$150	$390	$1,120
811	2340	PUMP SUBMERSIBLE 12IN HYD	$140	$390	$1,120
PUMP - TRASH PUMPS					
800	1080	PUMP TRASH 2IN GAS	$58	$215	$470
800	1090	PUMP TRASH 3IN GAS	$72	$274	$595
800	1110	PUMP TRASH 4IN GAS	$93	$345	$675
801	1210	PUMP VAC ASSIST 4IN DSL	$220	$655	$1,570
801	1220	PUMP VAC ASSIST 4IN T4F DSL	$230	$685	$1,685
801	1230	PUMP VAC ASSIST 6IN DSL	$280	$760	$1,880
801	1240	PUMP VAC ASSIST 6IN T4F DSL	$294	$815	$2,150
801	1250	PUMP VAC ASSIST 6IN SUPER DSL	$330	$830	$2,405
801	1260	PUMP VAC ASSIST 6IN SUPER T4F DSL	$330	$830	$2,405
801	1270	PUMP VAC ASSIST 8IN DSL	$350	$905	$2,450
801	1280	PUMP VAC ASSIST 8IN SUPER DSL	$370	$975	$2,747
801	1290	PUMP VAC ASSIST 12IN DSL	$490	$1,471	$3,810
801	1300	PUMP VAC ASSIST 12IN SUPER DSL	$555	$1,716	$5,450
801	1320	PUMP VAC ASSIST 14IN DSL	$900	$2,560	$6,346
801	1330	PUMP VAC ASSIST 18IN DSL	$1,841	$5,476	$14,878
802	1340	PUMP VAC ASSIST SND ATT 4IN DSL	$260	$772	$1,780
802	1345	PUMP VAC ASSIST SND ATT 4IN DSL T4F	$260	$772	$1,780
802	1350	PUMP VAC ASSIST SND ATT 6IN DSL	$315	$813	$2,125
802	1355	PUMP VAC ASSIST SND ATT 6IN DSL T4F	$326	$855	$2,235
802	1360	PUMP VAC ASSIST SND ATT 8IN DSL	$360	$1,055	$2,838
802	1361	PUMP VAC ASSIST SND ATT 8IN DSL SKID	$360	$1,055	$2,838
802	1370	PUMP VAC ASSIST SND ATT 12IN DSL	$655	$1,863	$4,846
802	1371	PUMP VAC ASSIST SND ATT 12IN DSL SKID	$655	$1,863	$4,846
802	1385	PUMP VAC ASSIST SND ATT CHOP 4IN DSL	$263	$761	$1,823
802	1390	PUMP VAC ASSIST SND ATT CHOP 6IN DSL	$350	$1,035	$2,815
803	1400	PUMP VAC ASSIST SS 4IN DSL	$250	$775	$2,100
803	1410	PUMP VAC ASSIST SS 6IN DSL	$363	$1,100	$2,835
803	1430	PUMP VAC ASSIST SS 6IN SUPER DSL	$390	$1,162	$3,240

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AFFECTED REGIONS / BRANCHES

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - TRASH PUMPS					
803	1440	PUMP VAC ASSIST SS 8IN SUPER DSL	$390	$1,162	$3,240
804	1700	PUMP VAC ASSIST TRASH 6IN T4F DSL	$290	$825	$2,130
808	1720	PUMP TRASH 2IN ELEC	$195	$565	$1,585
808	1750	PUMP VAC ASSIST 4IN ELEC	$200	$600	$1,650
808	1770	PUMP VAC ASSIST 6IN ELEC	$280	$790	$1,961
808	1780	PUMP VAC ASSIST 8IN ELEC	$350	$1,055	$2,745
PUMP - WELLPOINT PUMPS					
806	1650	PUMP WELL POINT PISTON SO ATTN 6IN DSL	$219	$623	$1,850
806	1670	PUMP WELL POINT ROTARY SO ATTN 6IN DSL	$230	$665	$1,905
806	1675	PUMP WELL POINT ROTARY 8IN DSL	$258	$756	$2,211
806	1680	PUMP WELL POINT ROTARY SO ATTN 8IN DSL	$259	$756	$2,211
806	1690	PUMP WELL POINT ROTARY 12IN DSL	$312	$900	$2,437
TRUCKS AND TRAILERS - ARROW BOARDS					
660	1000	BOARD ARROW FOLDING TRAILER 15-LIGHT	$120	$375	$692
660	1010	BOARD ARROW VERTICAL TRAILER 15-LIGHT	$120	$375	$692
660	1020	BOARD ARROW FOLDING TRAILER 25-LIGHT	$130	$410	$745
TRUCKS AND TRAILERS - ATTACHMENTS & ACCESSORIES					
659	8000	TRUCK SPREADER HOPPER 8 FT	$105	$320	$995
659	8020	TRUCK SPREADER HOPPER 9 FT	$115	$351	$1,059
659	8030	TRUCK SPREADER TAILGATE	$88	$224	$750
659	8100	TRUCK SNOW PLOW 7-8 FT	$100	$305	$981
659	8110	TRUCK SNOW PLOW 8.5-9 FT	$100	$305	$981
659	8130	TRUCK SNOW PLOW 10 FT	$125	$360	$1,100
659	8220	TRUCK DUMP BED 8FT POLYMER 3.1 YD 6K LBS	$145	$386	$967
659	8225	TRUCK DUMP BED 8FT STEEL 2.0 YD 6K LBS	$140	$332	$830
659	8230	TRUCK DUMP BED 8FT S STEEL 2.0 YD 6K LBS	$211	$502	$1,255
TRUCKS AND TRAILERS - BUCKET TRUCKS					
659	6296	TRUCK BUCKET 33 FT INSUL PICKUP CREW GAS	$525	$1,650	$4,175
659	6300	TRUCK BUCKET 35 FT NONINSULATED GAS	$575	$1,715	$4,800
659	6305	TRUCK DIGGER 45 FT CENTER MOUNT INS DSL	$575	$1,715	$4,800
659	6310	TRUCK BUCKET 35 FT NONINSULATED DSL	$575	$1,715	$4,800
659	6315	TRUCK BUCKET 45 FT INSULATED GAS	$618	$1,800	$5,150
659	6315	TRUCK BUCKET 45 FT INSULATED GAS	$618	$1,800	$5,150
659	6320	TRUCK BUCKET 45 FT INSULATED DSL	$618	$1,800	$5,150
659	6328	TRUCK BUCKET 55 FT DSL	$618	$1,800	$5,150
659	6336	TRUCK BUCKET 60 FT TREE TRIMMER DSL	$799	$2,220	$5,555
659	6342	TRUCK BUCKET 70 FT TREE TRIMMER DSL	$802	$2,839	$7,140
659	6350	TRUCK BUCKET 85 FT DSL	$1,500	$4,200	$10,915

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - BUCKET TRUCKS					
TRUCKS AND TRAILERS - CARGO VAN					
659	6055	TRUCK BOX 12 FT	$210	$605	$1,705
659	6060	TRUCK BOX 15 FT	$245	$825	$2,363
659	6070	TRUCK BOX 15 FT W/ LIFTGATE	$235	$855	$2,415
659	6090	TRUCK BOX 24 FT W/ LIFTGATE	$220	$965	$3,850
659	6095	TRUCK BOX 26 FT W/ LIFT GATE	$220	$965	$3,850
659	6098	TRUCK REEFER 26FT WITH LIFTGATE	$252	$1,238	$4,040
TRUCKS AND TRAILERS - CARGO VANS					
659	5455	VAN CARGO MINI GAS	$126	$580	$1,923
659	5460	VAN CARGO 1/2 T GAS	$126	$580	$1,923
659	5470	VAN CARGO 3/4 T GAS LOW ROOF	$126	$580	$1,923
659	5471	VAN CARGO 3/4 T GAS MEDIUM ROOF	$126	$580	$1,923
659	5472	VAN CARGO 3/4 T GAS HIGH ROOF	$126	$580	$1,923
659	5475	VAN CARGO 3/4 T DSL	$126	$580	$1,923
659	5480	VAN CARGO 1 T GAS LOW ROOF	$126	$580	$1,923
659	5487	VAN CARGO REEFER MID ROOF	$129	$671	$2,135
659	6057	TRUCK BOX 14 FT	$245	$825	$2,363
659	6075	TRUCK BOX 16 FT W/ LIFT GATE	$235	$855	$2,415
TRUCKS AND TRAILERS - CLASS A TRACTORS					
659	6440	TERMINAL TRACTOR SIGL AXE 2X4 OFF-RD DSL	$684	$1,996	$5,600
659	6442	TERMINAL TRACTOR SIGL AXE 2X4 ON-RD DSL	$684	$1,996	$5,600
659	6455	TRUCK TRACTOR TANDEM 4WD DSL	$855	$2,150	$6,720
659	6460	TRUCK TRACTOR TRI 4WD DSL	$959	$2,600	$7,507
TRUCKS AND TRAILERS - CRANE TRUCKS					
659	6380	TRUCK CRANE 18 T SINGLE DSL	$775	$2,050	$5,500
659	6410	TRUCK CRANE 20 T TANDEM DSL	$1,235	$3,275	$7,700
659	6430	TRUCK CRANE 23 T TANDEM DSL	$1,235	$3,275	$7,700
659	6435	TRUCK AUGER 47FT CDL	$510	$1,535	$3,535
TRUCKS AND TRAILERS - CRASH ATTENUATORS					
659	6250	TRUCK MOUNTED ATTENUATOR 62-65 MPH GAS	$770	$2,035	$4,665
659	6260	TRUCK MOUNTED ATTENUATOR 62-65 MPH DSL	$770	$2,035	$4,665
TRUCKS AND TRAILERS - DELIVERY					
659	6267	TRUCK DELIVERY PCT 3/4 TON GAS NON-CDL	$250	$818	$2,315
TRUCKS AND TRAILERS - DNS					
719	5010	AUTO DIALER	$89	$235	$635

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - DUMP TRAILERS					
610	2200	TRAILER DUMP SINGLE AXLE	$135	$357	$641
610	2230	TRAILER DUMP TANDEM AXLE	$145	$412	$784
610	2240	TRAILER DUMP TANDEM AXLE 12-16000LB GVWR	$261	$755	$1,575
610	2290	TRAILER DUMP TRIPLE AXLE	$455	$1,351	$3,500
TRUCKS AND TRAILERS - DUMP TRUCKS					
659	6100	TRUCK FLAT DUMP 16FT 1-1/2T STD 2WD DSL	$410	$1,120	$2,685
659	6105	TRUCK FLAT DUMP 20FT 1-1/2T STD 2WD DSL	$410	$1,120	$2,685
659	6110	TRUCK DUMP 3-4 YD STD 4WD GAS	$368	$993	$2,300
659	6120	TRUCK DUMP 3-4 YD DSL	$368	$993	$2,300
659	6130	TRUCK DUMP 3-4 YD CREW 4WD DSL	$368	$993	$2,300
659	6135	TRUCK DUMP 3-4 YD CREW 4WD GAS	$368	$993	$2,300
659	6140	TRUCK DUMP 3-4 YD CREW 2WD DSL	$368	$993	$2,300
659	6150	TRUCK DUMP 5-6 YD GAS	$410	$1,120	$2,685
659	6160	TRUCK DUMP 5-6 YD GAS NON CDL	$410	$1,120	$2,685
659	6170	TRUCK DUMP 5-6 YD DSL	$410	$1,120	$2,685
659	6180	TRUCK DUMP 5-6 YD DSL NON CDL	$410	$1,120	$2,685
659	6190	TRUCK DUMP 5-6 YD CREW DSL	$435	$1,185	$2,895
659	6195	TRUCK DUMP 5-6 YD CREW DSL NON-CDL	$435	$1,185	$2,895
659	6200	TRUCK DUMP 12-14 YD MANUAL DSL	$740	$2,360	$5,395
659	6210	TRUCK DUMP 12-14 YD AUTO DSL	$740	$2,360	$5,395
659	6215	TRUCK DUMP 22-24 YD DSL	$1,370	$3,820	$9,476
659	6218	TRUCK 1 T DUMP LANDSCAPE STD GAS	$368	$993	$2,300
659	6221	TRUCK DUMP ARTICULATED 7 TON DSL	$1,100	$3,300	$6,900
TRUCKS AND TRAILERS - EQUIPMENT TRAILERS					
610	1005	TRAILER LANDSCAPE 5X8 1500 LB	$51	$195	$415
610	1010	TRAILER LANDSCAPE 6X12 3000 LB	$51	$195	$415
610	1050	TRAILER UTILITY 2000 LB	$51	$195	$415
610	1075	TRAILER UTILITY 7000 LB	$65	$254	$539
610	1085	TRAILER UTILITY 10000 LB	$90	$321	$680
610	1140	TRAILER FLATBED 10000 LB	$93	$345	$730
610	1160	TRAILER FLATBED 10-19000 LB GVWR	$109	$425	$945
610	1170	TRAILER FLATBED 21-29000 LB GVWR	$123	$496	$1,050
610	1180	TRAILER FLATBED 30-39000 LB GVWR	$156	$623	$1,250
610	1190	TRAILER FLATBED GOOSENECK 20-22000 LBS	$156	$623	$1,250
610	1210	TRAILER FLATBED W/RAMPS 20000 LB GVWR	$156	$623	$1,250
610	1212	TRAILER FLATBED NO RAMPS 20000 LB GVWR	$156	$623	$1,250
610	1220	TRAILER FLATBED GOOSENECK 25-26000 LB	$207	$674	$1,483
610	1240	TRAILER FLATBED 40-49000 LB GVWR	$207	$674	$1,483
610	1245	TRAILER FLATBED 3-AXLE W/RAMPS 50000GVWR	$207	$674	$1,483
610	1281	TRAILER FLATBED 80000 LB AIR RIDE	$207	$674	$1,483

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - EQUIPMENT TRAILERS					
610	1310	TRAILER FLATBED LIVE BOTTOM 24000 LB	$700	$2,100	$5,500
610	1530	TRAILER 36IN BULL WHEEL TENSIONER	$520	$1,245	$3,270
610	1720	TRAILER GROUND LOAD 5000 LB	$65	$195	$450
610	1730	TRAILER GROUND LOAD 8000 LB	$125	$325	$975
610	1740	TRAILER GROUND LOAD 10000 LB BATT	$125	$325	$975
610	1745	TRAILER GROUND LOAD 7000 LB GAS	$125	$325	$975
610	1750	TRAILER GROUND LOAD 13000-14000 LB	$125	$325	$975
610	1779	TRAILER TILT 14000LB FIXED TOP DECK	$130	$368	$692
610	2592	TRAILER CAT EVENT RESPONSE ENCLOSED 53FT	$500	$1,500	$4,300
610	2599	TRAILER OPEN TOP BOX 4X8 3000 LB	$51	$196	$415
610	2801	CONTAINER 16 FT KARGO KING	$50	$150	$175
610	3010	TRAILER SAFETY COOLDOWN 8X24 9990 LB	$645	$2,015	$4,030
610	3015	TRAILER COOLDOWN AIR CONDITIONED	$395	$1,020	$2,560
610	3020	TRAILER MOUNTED SAFETY SHOWER PNEUMATIC	$600	$2,090	$4,345
TRUCKS AND TRAILERS - GARBAGE & RECYCLE TRUCKS					
659	6230	TRUCK GARBAGE 6 YD	$605	$2,200	$6,833
659	6240	TRUCK GARBAGE 20 YD	$825	$2,912	$9,360
TRUCKS AND TRAILERS - MESSAGE BOARDS					
660	1030	BOARD MESSAGE VERTICAL MID-SIZE 3-LINE	$190	$515	$915
660	1040	BOARD MESSAGE VERTICAL FULL-SIZE 3-LINE	$190	$536	$915
660	1045	BOARD MESSAGE FULL-SIZE 3-LINE W/MODEM	$200	$680	$1,140
660	1055	BOARD MESSAGE VERTICAL COMPACT MATRIX	$190	$536	$915
660	1060	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	$190	$536	$915
660	1065	BOARD MESSAGE VERTICAL MID MATRIX MODEM	$200	$680	$1,140
660	1070	BOARD MESSAGE VERTICAL FULL-SIZE MATRIX	$200	$680	$1,140
TRUCKS AND TRAILERS - OFF-ROAD DUMP TRUCKS					
659	6220	TRUCK 1 T DUMP LANDSCAPE CREW GAS	$368	$993	$2,300
659	6224	TRUCK DUMP ARTICULATED 30 TON DSL	$1,960	$5,635	$12,750
TRUCKS AND TRAILERS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	1010	CART PERSONNEL 2 PASSENGER 3-WH ELEC	$100	$288	$550
630	1020	TOW TRACTOR 1 PASSENGER 3-WH 8K PULL ELE	$190	$575	$1,115
630	1040	CART BURDEN 2 PASSENGER 4-WH GAS	$115	$310	$635
630	1060	CART BURDEN 2 PASSENGER 4-WH ELEC	$115	$310	$635
630	1065	CART BURDEN 2 PASSENGER 4-WH ELEC CAB	$135	$400	$850
630	1071	CART BURDEN 2 PASS CARGO 4-WH ELEC CAB	$257	$684	$1,510
630	1080	CART BURDEN 4 PASSENGER 4-WH ELEC	$115	$310	$635
630	1081	CART BURDEN 4 PASSENGER 4-WH ELEC CAB	$257	$684	$1,510
630	1100	CART GOLF 2 PASSENGER ELEC	$135	$330	$655

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	1102	CART GOLF 2 PASS FLATBED 1000LB ELEC	$257	$964	$1,885
630	1110	CART GOLF 2 PASSENGER GAS	$135	$330	$655
630	1114	CART GOLF 2 PASS FLATBED GAS	$257	$964	$1,885
630	1120	CART GOLF 4 PASSENGER GAS	$135	$330	$655
630	1122	CART GOLF 2 PASS PULLERS	$309	$998	$2,700
630	1130	CART TOUR 4 PASSENGER ELEC	$140	$345	$830
630	1150	CART TOUR 6 PASSENGER ELEC	$165	$400	$905
630	1160	CART TOUR 6 PASSENGER GAS	$165	$400	$905
630	1180	CART WHEELCHAIR ADA GAS	$200	$500	$1,225
630	1200	CART UTILITY TRUCK 2 PASS ELEC	$179	$415	$925
630	1210	CART UTV 2 PASSENGER GAS	$179	$415	$925
630	1220	CART UTV 2 PASSENGER GAS WITH CAB	$196	$450	$1,095
630	1230	CART UTV 2 PASSENGER DSL	$179	$415	$925
630	1240	CART UTV 2 PASSENGER DSL WITH CAB	$196	$450	$1,095
630	1245	CART UTV 2 PASSENGER DSL FLATBED	$179	$415	$925
630	1260	CART UTV 4 PASSENGER GAS	$179	$415	$925
630	1265	CART UTV 4 PASSENGER GAS WITH CAB	$196	$450	$1,095
630	1280	CART UTV 4 PASSENGER DSL	$179	$415	$925
630	1290	CART UTV 4 PASSENGER DSL WITH CAB	$196	$450	$1,095
630	1330	CART UTV W/FRONT TOOL CARRIER DSL CAB	$551	$1,675	$3,625
630	1410	CART UTILITY TRUCK 2 PASS GAS	$179	$415	$925
630	1415	CART UTV 2 PASSENGER 4WD GAS ENTERTAIN	$179	$415	$925
630	1420	CART UTV 4 PASSENGER 4WD GAS ENTERTAIN	$179	$415	$925
630	1425	CART UTV 2 PASSENGER 2WD GAS ENTERTAIN	$179	$415	$925
630	2010	CART UTV SNOW PLOW 5-6 FT	$75	$150	$475
630	2015	CART UTV 40 GALLON SPRAYER SKID MTD ELEC	$100	$220	$530
660	1110	TRAILER ATTENUATOR MOUNTED W/ARROW BOARD	$350	$900	$2,280
TRUCKS AND TRAILERS - PASSENGER SHUTTLE BUSES					
659	5550	BUS SHUTTLE GAS CDL	$325	$1,095	$2,200
659	5560	BUS SCHOOL DSL	$325	$1,095	$2,200
TRUCKS AND TRAILERS - PASSENGER VANS					
659	5490	VAN PASSENGER 8 GAS 1/2 T	$164	$700	$1,995
659	5510	VAN PASSENGER 12 GAS 3/4 LOW ROOF	$164	$700	$1,995
659	5540	VAN PASSENGER 15 GAS 3/4-1 T LOW ROOF	$164	$700	$1,995
659	5543	VAN PASSENGER 15 GAS 3/4-1 T MID ROOF	$223	$1,112	$3,025
TRUCKS AND TRAILERS - PICK-UP TRUCKS					
659	5000	TRUCK PICKUP COMPACT STD GAS	$112	$505	$1,285
659	5005	TRUCK PICKUP COMPACT CREW 4WD GAS	$135	$575	$1,395
659	5010	TRUCK PICKUP 1/2 T STD 4WD GAS	$112	$505	$1,285

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

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CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - PICK-UP TRUCKS					
659	5020	TRUCK PICKUP 1/2 T STD 2WD GAS	$112	$505	$1,285
659	5030	TRUCK PICKUP 1/2 T SUP 4WD GAS	$112	$505	$1,285
659	5040	TRUCK PICKUP 1/2 T SUP 2WD GAS	$112	$505	$1,285
659	5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	$135	$575	$1,395
659	5052	TRUCK PICKUP 1/2 T CRW 4WD GAS LIFTGATE	$185	$650	$1,650
659	5055	TRUCK PICKUP 1/2 T CREW 4WD EV	$317	$1,237	$2,742
659	5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	$135	$575	$1,395
659	5070	TRUCK PICKUP 3/4 T STD 4WD GAS	$174	$624	$1,593
659	5080	TRUCK PICKUP 3/4 T STD 4WD DSL	$174	$624	$1,593
659	5090	TRUCK PICKUP 3/4 T STD 2WD GAS	$174	$624	$1,593
659	5100	TRUCK PICKUP 3/4 T STD 2WD GAS LIFTGATE	$174	$624	$1,593
659	5104	TRUCK PICKUP 3/4 T CRW 4WD GAS LIFTGATE	$174	$624	$1,593
659	5120	TRUCK PICKUP 3/4 T SUP 4WD GAS	$174	$624	$1,593
659	5130	TRUCK PICKUP 3/4 T SUP 4WD DSL	$174	$624	$1,593
659	5160	TRUCK PICKUP 3/4 T CREW 4WD GAS	$174	$624	$1,593
659	5170	TRUCK PICKUP 3/4 T CREW 4WD DSL	$174	$624	$1,593
659	5180	TRUCK PICKUP 3/4 T CREW 2WD GAS	$174	$624	$1,593
659	5200	TRUCK PICKUP 1 T STD 4WD GAS	$220	$815	$1,750
659	5240	TRUCK PICKUP 1 T CREW 4WD GAS	$220	$815	$1,750
659	5250	TRUCK PICKUP 1 T CREW 4WD DSL	$220	$815	$1,750
659	5255	TRUCK PICKUP 1 T CREW 4WD DSL DRW	$375	$1,021	$2,475
TRUCKS AND TRAILERS - SERVICE TRUCKS					
659	5380	TRUCK SERVICE 1-1/2-2 T STD 4WD DSL	$400	$1,050	$3,195
659	5425	TRUCK SERVICE 3/4-1 T CREW 4WD GAS	$400	$1,050	$3,195
659	5440	TRUCK SERVICE 1-1/2-2 T CREW 4WD DSL	$450	$1,250	$3,495
659	5825	TRUCK FLATBED 9FT 1-1/2-2T CREW 4WD DSL	$335	$1,065	$2,775
659	5830	TRUCK FLATBED 11FT 1-1/2-2T STD 4WD DSL	$335	$1,065	$2,775
659	5840	TRUCK STKBD HI-RAIL STD 2WD DSL	$474	$1,224	$3,675
TRUCKS AND TRAILERS - SPECIALTY TRAILERS					
610	1430	TRAILER PIPE DOLLY	$104	$378	$851
610	1555	TRAILER POLE 15,000 LBS - 40 FT	$240	$570	$1,485
610	1565	TRAILER POLE 24,000 LBS - 47 FT	$305	$716	$1,895
610	2580	TRAILER TOOL ENCLOSED 8X44 25000 LBS	$695	$1,890	$5,670
TRUCKS AND TRAILERS - SPECIALTY TRUCKS					
659	6245	TRUCK STREET SWEEPER DSL	$1,800	$4,750	$14,500
659	6247	TRUCK RUNWAY/STREET SWEEPER DSL	$1,800	$4,750	$14,500
659	6470	TRUCK ASPHALT DISTRIBUTOR 2000 GAL	$807	$1,975	$5,830
659	6480	TRUCK FORESTRY MOBILE CRANE	$807	$1,975	$5,830

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EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - STAKE BODY TRUCKS					
659	5610	TRUCK STKBD 12 FT 3/4-1 T STD 4WD DSL	$271	$951	$2,495
659	5620	TRUCK STKBD 12 FT 3/4-1 T STD 2WD GAS	$271	$951	$2,495
659	5630	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD GAS	$271	$951	$2,495
659	5640	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL	$271	$951	$2,495
659	5650	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS	$271	$951	$2,495
659	5660	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD DSL	$271	$951	$2,495
659	5680	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD GAS	$323	$1,055	$2,595
659	5690	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD DSL	$323	$1,055	$2,595
659	5700	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD GAS	$323	$1,055	$2,595
659	5725	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD GAS	$323	$1,055	$2,595
659	5730	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD DSL	$323	$1,055	$2,595
659	5735	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD GAS	$323	$1,055	$2,595
659	5740	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD DSL	$323	$1,055	$2,595
659	5742	TRUCK STKBD 12 FT 1-2 T STD GOSNK4WDDSL	$323	$1,055	$2,595
659	5750	TRUCK STKBD 14 FT 1-1/2-2 T STD 2WD DSL	$384	$1,197	$3,225
659	5770	TRUCK STKBD 16 FT 1-1/2-2 T STD 2WD DSL	$384	$1,197	$3,225
659	5780	TRUCK STKBD 16 FT 2-1/2-3 T STD 2WD DSL	$384	$1,197	$3,225
659	5787	TRUCK STKBD 20 FT 2-1/2-3 T STD 2WD DSL	$384	$1,197	$3,225
659	5790	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD GAS	$384	$1,197	$3,225
659	5800	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD DSL	$384	$1,197	$3,225
659	5870	VAN KUV UTLTY GAS 1 TON	$245	$815	$2,100
659	5875	TRUCK UTLTY 3/4 T STD 2WD GAS	$265	$885	$2,325
659	5878	TRUCK UTLTY 3/4 T SUP 2WD GAS	$265	$885	$2,325
659	5880	TRUCK UTLTY 3/4 T CREW 2WD GAS	$330	$958	$2,675
659	5882	TRUCK UTLTY 3/4 T STD 4WD GAS	$265	$885	$2,325
659	5888	TRUCK UTLTY 3/4 T CREW 4WD GAS	$330	$958	$2,675
659	5900	TRUCK UTLTY 1 T STD 2WD GAS	$265	$885	$2,325
659	5910	TRUCK UTLTY 1 T CREW 2WD GAS	$330	$958	$2,675
659	5915	TRUCK UTLTY 1 T STD 4WD GAS	$285	$930	$2,500
659	5920	TRUCK UTLTY 1 T SUP 4WD GAS	$285	$930	$2,500
659	5925	TRUCK UTLTY 1 T CREW 4WD GAS	$330	$958	$2,675
659	5928	TRUCK UTLTY 1 T STD 4WD DSL	$330	$958	$2,675
659	5930	TRUCK UTLTY 1 T SUP 4WD DSL	$330	$958	$2,675
659	5932	TRUCK UTLTY 1 T CREW 4WD DSL	$360	$1,014	$2,827
659	5940	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD DSL	$360	$1,014	$2,827
659	5945	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD GAS	$360	$1,014	$2,827
659	5950	TRUCK UTLTY 1-1/2-2 T CREW 4WD DSL	$390	$1,136	$3,095
659	5965	TRUCK CONTRACTOR 1-1/4-2 T STD 4WD GAS	$360	$1,014	$2,827
659	5969	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD GAS	$360	$1,014	$2,827
659	5970	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD DSL	$360	$1,014	$2,827
659	5975	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD GAS	$390	$1,136	$3,095
659	5977	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD DSL	$390	$1,136	$3,095

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - STAKE BODY TRUCKS					
TRUCKS AND TRAILERS - STORAGE TRAILERS					
610	2520	TRAILER ENCLOSED 6X12 3000 LB	$110	$450	$923
610	2530	TRAILER ENCLOSED 6-7 X 12 7000 LB	$120	$470	$985
610	2550	TRAILER ENCLOSED 8X20 7000 LB	$140	$525	$1,180
610	2570	TRAILER REMEDIATION ENCLOSED 8X20 9995LB	$160	$550	$1,350
610	2590	TRAILER ENCLOSED 8X53	$180	$575	$1,500
610	2600	TRAILER OPEN TOP BOX 5X8 3000 LB	$51	$196	$415
610	2610	TRAILER OPEN TOP BOX 5X10 3000 LB	$51	$196	$415
610	2615	TRAILER OPEN TOP BOX 5X12 3000 LB	$62	$235	$498
610	2640	TRAILER OPEN TOP BOX 5X12 10000 LB	$78	$312	$615
610	2780	CONTAINER 8FT X 8FT REFRIGERATED STORAGE	$109	$213	$692
610	2790	CONTAINER 10 FT STORAGE	$50	$150	$175
610	2800	CONTAINER 16 FT STORAGE	$50	$150	$175
610	2810	CONTAINER 20 FT STORAGE	$50	$150	$175
610	2815	CONTAINER 20 FT STORAGE DOUBLE DOOR	$50	$150	$175
610	2820	CONTAINER 24 FT STORAGE	$65	$200	$270
610	2840	CONTAINER 40 FT STORAGE	$65	$200	$270
610	2845	CONTAINER 40 FT STORAGE DOUBLE DOOR	$65	$200	$270
610	2900	CONTAINER 20 FT OFFICE	$70	$240	$490
610	2910	CONTAINER 40 FT OFFICE	$75	$253	$985
610	3000	TRAILER SHADE 10 FT	$54	$160	$490
TRUCKS AND TRAILERS - SUVS					
659	5580	SUV COMPACT 5-6 PASSENGER GAS	$115	$455	$1,360
659	5585	SUV STANDARD 7-8 PASSENGER GAS	$160	$607	$1,523
TRUCKS AND TRAILERS - TILT TRAILERS					
610	1760	TRAILER TILT 2-3000 LB	$40	$148	$359
610	1766	TRAILER TILT 6-7000 LB	$120	$325	$600
610	1770	TRAILER TILT 10000 LB	$120	$325	$600
610	1775	TRAILER TILT 12-13000 LB	$120	$325	$600
610	1780	TRAILER TILT 14-15000 LB	$130	$368	$692
610	1781	TRAILER TILT 15-16000 LB 4FT FIXED DECK	$140	$470	$885
610	1785	TRAILER TILT 16-17000 LB	$140	$470	$885
TRUCKS AND TRAILERS - TOOL TRAILERS					
610	1500	TRAILER CABLE REEL SINGLE 8-9995 LB	$98	$373	$840
TRUCKS AND TRAILERS - TRAFFIC MONITORING					
660	1100	RADAR SPEED MONITORING TRAILER	$50	$138	$433

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TRUCKS AND TRAILERS - UTILITY TRAILERS					
610	1059	TRAILER UTILITY PAN 3000 LB	$51	$195	$415
610	1060	TRAILER UTILITY 3000 LB	$57	$204	$435
610	1070	TRAILER UTILITY 5-6000 LB	$65	$254	$539
610	1350	TRAILER STUMP GRINDER	$51	$195	$415
610	1370	TRAILER TRENCHER	$51	$195	$415
610	1390	TRAILER TILLER	$51	$195	$415
610	1401	TRAILER CART OFF ROAD 1000LB	$75	$268	$650
TRUCKS AND TRAILERS - VACUUM & POTHOLER TRAILERS					
610	2455	TRAILER VACUUM EXC SYSTEM 500 GAL GAS	$645	$1,950	$5,775
610	2460	TRAILER VACUUM EXC SYSTEM 500 GAL DSL	$655	$1,995	$6,400
610	2470	TRAILER VACUUM EXC SYSTEM 800 GAL DSL	$890	$2,363	$7,285
TRUCKS AND TRAILERS - WATER TRAILERS					
610	2420	TRAILER WATER 500 GALLON	$155	$530	$945
610	2430	TRAILER WATER 800 GALLON	$207	$738	$1,390
659	5370	TRUCK SERVICE 1-1/2-2 T STD 4WD GAS	$400	$1,050	$3,195
659	5810	TRUCK RACK 18 FT 2-1/2-3 T CREW DSL	$649	$1,746	$4,688
TRUCKS AND TRAILERS - WATER TRUCKS					
659	6030	TRUCK WATER 2000 GALLON GAS	$530	$1,600	$3,150
659	6040	TRUCK WATER 2000 GALLON DSL	$530	$1,600	$3,150
659	6050	TRUCK WATER 4000 GALLON DSL	$675	$2,210	$4,800
659	6052	TRUCK WATER 4000 GALLON DSL 6X6	$1,600	$3,930	$9,975
659	8035	TRUCK SPREADER TAILGATE DUMP	$88	$224	$750
UTILITY VEHICLES AND CARTS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	2020	80 GALLON SPRAYER ELEC	$60	$170	$385
AERIAL - BOOM LIFTS ARTICULATED					
410	3182	BOOM ARTICULATED 60FT JIB BLK DF HIGHCAP	$435	$1,009	$2,500
AERIAL - BOOM LIFTS STRAIGHTMAST					
410	4092	BOOM STRAIGHT 45FT JIB HIGH CAP DSL	$355	$760	$1,886
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1760	SCISSOR LIFT 40FT RT 69IN DECK OUTR DSL	$350	$770	$1,760
AIR COMPRESSORS - COOLERS					
140	2160	COMPRESSED AIR AFTERCOOLERFILTER 1600CFM	$208	$527	$1,186
BULK & MISCELLANEOUS					
100	8260	RESCUE TRIPOD 7FT	$151	$297	$850

OMNIA GOLD 2024

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
100	8280	FALL PROTECTION TOWER INDOOR PUSH/PULL	$375	$998	$2,700
100	8290	FALL PROTECTION ROLLING DECK EDGE SYSTEM	$215	$425	$1,235
355	1010	DRONE TIER 1 (RR)	$130	$515	$1,795
355	1030	DRONE TIER 2 (RR)	$140	$560	$1,990
355	1050	DRONE TIER 3 (RR)	$230	$920	$3,420
355	1070	DRONE TIER 4 (RR)	$190	$750	$2,895
355	1090	DRONE TIER 5 (RR)	$690	$2,702	$9,999
355	2030	PAYLOAD TIER 2 (RR)	$30	$90	$270
355	2050	PAYLOAD TIER 3 (RR)	$148	$592	$1,990
355	2070	PAYLOAD TIER 4 (RR)	$190	$760	$2,450
355	2090	PAYLOAD TIER 5 (RR)	$750	$2,950	$11,500
355	2110	DRONE BASE STATION TIER 1 (RR)	$64	$256	$1,024
355	2130	DRONE BASE STATION TIER 2 (RR)	$84	$336	$1,270
553	0002	CIRCUIT BREAKER, 480V/20A	$7	$21	$63
553	0004	CIRCUIT BREAKER, 480V/40A	$7	$21	$63
553	0005	CIRCUIT BREAKER, 480V/50A	$7	$21	$63
553	0009	CIRCUIT BREAKER 480V 80A	$7	$21	$63
553	0010	CIRCUIT BREAKER, 480V/100A	$7	$21	$63
553	0015	CIRCUIT BREAKER, 480V/225A	$7	$21	$63
553	0025	CIRCUIT BREAKER 600V / 400A	$30	$90	$270
553	0027	CIRCUIT BREAKER 600V / 600A	$30	$90	$270
553	0030	CIRCUIT BREAKER 600V / 200A	$7	$21	$63
553	0035	CIRCUIT BREAKER 600V / 100A	$7	$21	$63
553	0040	CIRCUIT BREAKER 600V / 60A	$7	$21	$63
553	0045	CIRCUIT BREAKER 600V / 30A	$7	$21	$63
553	0050	CIRCUIT BREAKER 600V / 250A	$7	$21	$63
553	0055	CIRCUIT BREAKER 600V / 150A	$7	$21	$63
553	0060	CIRCUIT BREAKER 600V / 125A	$7	$21	$63
553	0061	ADJ CIRCUIT BREAKER 600V 70-250A	$28	$78	$210
554	0020	POWER STRIP 6X20A OUTLET 6'	$7	$7	$17
779	2201	CHILLER LOOP HOSE 2X10 W/CAMLOCKS	$7	$19	$38
779	2205	CHILLER LOOP HOSE 2X25 W/CAMLOCKS	$7	$19	$38
779	2401	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS	$12	$22	$65
779	2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	$17	$35	$97
779	2505	CHILLER LOOP HOSE 6"X25' W/CAMLOCKS	$28	$58	$158
800	5005	ACCESSORY TOOL BOX CROSSBACK PICKUP	$17	$44	$90
800	5010	ACCESSORY 100GAL DSL FUELTANK W/PUMP	$60	$104	$207
800	5011	ACCESSORY LUMBER/LADDER RACK F/PICKUP	$20	$60	$175
800	5310	ACCESSORY BOOM/BASKET PROTECTIVE SYSTEM	$150	$150	$150
800	5314	MANLIFT FALL ARREST KIT 6FT	$48	$143	$405
800	7196	KIT SHORE 1.5FT 17-27	$5	$15	$45
800	7198	KIT SHORE 1.5FT 22-36	$5	$15	$45

OMNIA GOLD 2024

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
800	7200	KIT SHORE 1.5FT 28-46	$6	$20	$55
800	7202	KIT SHORE 1.5FT 34-55	$7	$22	$65
800	7204	KIT SHORE 1.5FT 40-64	$10	$25	$72
800	7206	KIT SHORE 1.5FT 52-88	$10	$30	$82
800	7216	KIT SHORE 3.5FT 17-27	$10	$30	$85
800	7218	KIT SHORE 3.5FT 22-36	$10	$30	$90
800	7220	KIT SHORE 3.5FT 28-46	$10	$35	$95
800	7222	KIT SHORE 3.5FT 34-55	$12	$37	$105
800	7224	KIT SHORE 3.5FT 40-64	$15	$40	$115
800	7226	KIT SHORE 3.5FT 52-88	$15	$50	$135
800	7236	KIT SHORE 5FT 17-27	$10	$30	$85
800	7238	KIT SHORE 5FT 22-36	$10	$30	$90
800	7240	KIT SHORE 5FT 28-46	$11	$35	$95
800	7242	KIT SHORE 5FT 34-55	$12	$37	$105
800	7244	KIT SHORE 5FT 40-64	$15	$40	$115
800	7246	KIT SHORE 5FT 52-88	$15	$50	$135
800	7256	KIT SHORE 7FT 17-27	$10	$30	$90
800	7258	KIT SHORE 7FT 22-36	$10	$30	$90
800	7260	KIT SHORE 7FT 28-46	$11	$35	$100
800	7264	KIT SHORE 7FT 40-64	$15	$40	$115
800	7266	KIT SHORE 7FT 52-88	$16	$50	$135
800	7276	KIT SHORE 9FT 17-27	$12	$39	$110
800	7278	KIT SHORE 9FT 22-36	$15	$40	$115
800	7286	KIT SHORE 9FT 52-88	$17	$54	$156
902	1005	NARROW CHISEL F/DEMO ROTARY HAMMER	$7	$22	$70
902	1100	POINT F/TE-S DEMO HAMMER	$7	$22	$70
902	1105	NARROW CHISEL F/TE-S DEMO HAMMER	$7	$22	$70
902	1110	WIDE CHISEL F/TE-S DEMO HAMMER	$9	$28	$83
902	1140	FLEX BLADE HOLDER F/TE-S HAMMER	$24	$70	$209
902	1200	POINT F/SDSMAX ROTARY HAMMER	$7	$22	$70
902	1205	NARROW CHISEL F/SDSMAX ROTARY HAMMER	$7	$22	$70
902	1210	WIDE CHISEL F/SDSMAX ROTARY HMR	$7	$22	$70
902	1340	SDSMAX CARBIDE BIT 5/8 UP TO 23 OAL	$7	$22	$70
902	1360	SDSMAX CARBIDE BIT 3/4 UP TO 23 OAL	$7	$22	$70
902	1390	SDSMAX CARBIDE BIT 7/8 UP TO 23 OAL	$7	$22	$70
902	1400	SDSMAX CARBIDE BIT 1 UP TO 23 OAL	$7	$22	$70
902	1420	SDSMAX CARBIDE BIT 1-1/8 UP TO 23 OAL	$7	$22	$70
902	1430	SDSMAX CARBIDE BIT 1-1/4 UP TO 23 OAL	$7	$22	$70
902	1460	SDSMAX CARBIDE BIT 1-1/2 UP TO 23 OAL	$7	$22	$70
902	1700	POINT F/SDS ROTARY HAMMER	$7	$22	$70
902	1780	SDS CARBIDE BIT 1/4	$4	$12	$36
902	1790	SDS CARBIDE BIT 5/16	$4	$12	$36

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
902	1800	SDS CARBIDE BIT 3/8	$4	$12	$36
902	1810	SDS CARBIDE BIT 7/16	$4	$12	$36
902	1820	SDS CARBIDE BIT 1/2	$6	$18	$54
902	1830	SDS CARBIDE BIT 9/16	$6	$18	$54
902	1840	SDS CARBIDE BIT 5/8	$6	$18	$54
902	1860	SDS CARBIDE BIT 3/4	$6	$18	$54
902	1890	SDS CARBIDE BIT 7/8	$6	$18	$54
902	1900	SDS CARBIDE BIT 1	$6	$18	$54
902	5100	POINT F/BREAKER 1 SHANK	$7	$22	$65
902	5105	NARROW CHISEL F/BREAKER 1 SHANK	$7	$22	$65
902	5110	WIDE CHISEL F/BREAKER 1 SHANK	$9	$27	$82
902	5115	ASPHALT CUTTER F/BREAKER 1 SHANK	$9	$27	$82
902	5125	CLAY SPADE F/BREAKER 1 SHANK	$9	$27	$82
902	5200	POINT F/BREAKER 1-1/8 SHANK	$9	$27	$82
902	5205	NARROW CHISEL F/BREAKER 1-1/8 SHANK	$9	$27	$82
902	5210	WIDE CHISEL F/BREAKER 1-1/8 SHANK	$9	$27	$82
902	5215	ASPHALT CUTTER F/BREAKER 1-1/8 SHANK	$12	$34	$100
902	5225	CLAY SPADE F/BREAKER 1-1/8 SHANK	$12	$34	$100
902	5230	BUSHING TOOL F/BREAKER 1-1/8 SHANK	$15	$44	$131
902	5300	POINT F/BREAKER 1-1/4 SHANK	$9	$27	$82
902	5305	NARROW CHISEL F/BREAKER 1-1/4 SHANK	$9	$27	$82
902	5310	WIDE CHISEL F/BREAKER 1-1/4 SHANK	$9	$27	$82
902	5325	CLAY SPADE F/BREAKER 1-1/4 SHANK	$9	$27	$82
902	5400	MOIL POINT F/RCRS CHIPPER	$7	$22	$66
902	5405	NARROW CHISEL F/RCRS CHIPPER	$7	$22	$66
902	5430	BUSHING TOOL F/RCRS CHIPPER	$15	$44	$131
902	5500	MOIL POINT F/OCRS CHIPPER	$7	$23	$66
902	5505	NARROW CHISEL F/OCRS CHIPPER	$7	$22	$66
902	5850	POINT F/JUMBO RIVET BUSTER	$7	$22	$66
902	5855	CHISEL F/JUMBO RIVET BUSTER	$7	$22	$66
902	6100	EACH CARBIDE BIT HOLDER EDCO LT	$19	$56	$164
902	6102	EACH CARBIDE BIT HOLDER EDCO RT	$19	$56	$164
902	6135	EACH DYMADOT DBL GRIND DOT PAD GRY 30GR	$19	$55	$164
902	6170	EACH DYMASEG GRIND SEG GRY 18GR	$19	$55	$164
902	6185	EACH DYMAPCD GRIND PAD W/BACK LH BLU	$19	$55	$164
902	6186	EACH DYMAPCD GRIND PAD W/BACK RT BLK	$19	$55	$164
902	6229	DIAMOND INSERTS F/FLOOR GRINDER	$131	$315	$788
902	6243	CARBIDE GRINDING HEAD 17	$82	$246	$739
902	6500	PRESSURE WASHER HOSE 3/8X50	$4	$13	$36
902	6508	TELESCOPING WASHER WAND TO 12 FT	$21	$58	$168
902	6517	COLD WATER PRESSURE WASHER GUN / WAND	$5	$17	$51
902	6523	PRESSURE WASHER TIP	$1	$3	$10

OMNIA GOLD 2024

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
902	6533	ROTARY SURFACE CLEANER 18-20 W/O WHLS	$34	$98	$289
903	1000	DIAMOND HI SPD BLADE CONCRETE 12-16	$24	$69	$207
903	1010	DIAMOND HI SPD BLADE ASPHALT 12-16	$24	$69	$207
903	1050	DIAMOND SAW BLADE CONCRETE 14-16	$53	$156	$468
903	1060	DIAMOND SAW BLADE ASPHALT 14-16	$53	$155	$459
903	1070	DIAMOND SAW BLADE CONCRETE 18-22	$93	$278	$825
903	1080	DIAMOND ROAD SAW BLD ASPHALT 18-22	$93	$278	$825
903	1090	DIAMOND SAW BLADE CONCRETE 24-28	$142	$420	$1,243
903	1100	DIAMOND SAW BLADE ASPHALT 24-28	$142	$425	$1,276
903	1110	DIAMOND SAW BLADE CONCRETE 30-36	$193	$568	$1,672
903	1120	DIAMOND SAW BLADE ASPHALT 30-36	$193	$568	$1,672
903	2070	DIAMOND CORE BIT 2	$24	$70	$208
903	2080	DIAMOND CORE BIT 2-1/2	$24	$70	$208
903	2085	DIAMOND CORE BIT 3	$29	$85	$251
903	2090	DIAMOND CORE BIT 3-1/2	$29	$85	$251
903	2095	DIAMOND CORE BIT 4	$35	$101	$294
903	2100	DIAMOND CORE BIT 4-1/2	$35	$101	$294
903	2110	DIAMOND CORE BIT 5	$39	$114	$336
903	2125	DIAMOND CORE BIT 6	$58	$170	$500
903	2150	DIAMOND CORE BIT 8	$91	$268	$791
903	2170	DIAMOND CORE BIT 10	$123	$364	$1,076
903	2180	DIAMOND CORE BIT 12	$169	$502	$1,488
904	0010	SKIDSTEER AUGER EXTENSION 24	$22	$66	$186
904	0020	SKIDSTEER AUGER EXTENSION 36	$23	$83	$255
904	0030	SKIDSTEER AUGER EXTENSION 48	$24	$86	$260
904	1015	SKIDSTEER AUGER BIT 6	$35	$119	$293
904	1025	SKIDSTEER AUGER BIT 9	$36	$121	$295
904	1035	SKIDSTEER AUGER BIT 12	$37	$132	$297
904	1050	SKIDSTEER AUGER BIT 16	$38	$135	$300
904	1055	SKIDSTEER AUGER BIT 18	$41	$147	$307
904	1065	SKIDSTEER AUGER BIT 24	$47	$150	$354
904	1070	SKIDSTEER AUGER BIT 30	$54	$175	$402
904	1075	SKIDSTEER AUGER BIT 36	$67	$211	$501
911	3325	JOHNSON BAR WHEELED PRY	$16	$42	$105
911	4631	PIPE MOUNTING CLAMP F/HACKSAW 4-12 PIPE	$40	$156	$604
911	6600	PUSH/PULL LAWN ROLLER 24	$18	$40	$81
911	8188	MANUAL REBAR CUTTER / BENDER 5/8 CAP	$28	$85	$255
911	8220	CONCRETE STAKES-2	$1	$2	$5
911	8222	CONCRETE STAKES-3	$1	$2	$5
912	0200	UNIV DIE HEAD F/535 & 300 1/8-2 RH NPT	$12	$34	$102
912	1500	ADJ PIPE STAND W/ V-HEAD	$11	$37	$116
912	1510	PIPE DOLLY GRASSHOPPER	$56	$143	$379

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
912	1520	TRISTAND PIPE VISE	$19	$57	$170
912	3110	CABLE ROLLER FOR RIGTIGHT SYSTEM	$5	$12	$29
912	3200	STRAIGHT CABLE ROLLER F/12-18 TRAY	$3	$9	$22
912	3202	STRAIGHT CABLE ROLLER F/20-24 TRAY	$3	$9	$22
912	3204	STRAIGHT CABLE ROLLER F/24-30 TRAY	$14	$29	$63
912	3206	STRAIGHT CABLE ROLLER F/30-36 TRAY	$14	$29	$63
912	3212	RADIUS CABLE ROLLER F/20-24 TRAY	$3	$9	$22
912	3214	RADIUS CABLE ROLLER F/24-30 TRAY	$14	$29	$63
912	3232	CONVEYOR PULLING SHEAVE W/8 ROLLERS 36	$29	$90	$271
912	3234	CONVEYOR PULLING SHEAVE W/10 ROLLER 48	$19	$61	$184
912	3246	TRAY SHEAVE 658 STYLE 12IN	$8	$24	$71
912	3248	TRIPLE SHEAVE CABLE GUIDE WITH HOOK	$23	$47	$142
912	3260	CABLE TRAY ROLLER 4 CABLE BOLT ON HB1A-6	$4	$12	$35
912	4000	SKY WELDER, 280A	$71	$156	$377
912	4500	WELDING CABLE EXTENSION 1/0X50	$16	$36	$78
912	4503	WELDING CABLE EXTENSION 1/0X100	$34	$90	$175
912	4506	WELDING CABLE W/ GROUND CLAMP 1/0X50	$13	$29	$66
912	4509	WELDING CABLE W/ GROUND CLAMP 1/0X100	$23	$51	$118
912	4530	WELDING CABLE EXTENSION 2/0X50	$15	$32	$71
912	4533	WELDING CABLE EXTENSION 2/0X100	$22	$55	$119
912	4536	WELDING CABLE W/ GROUND CLAMP 2/0X50	$15	$32	$68
912	4542	WELDING CABLE WHIP W/GRND CLAMP 2/0	$11	$19	$37
912	4545	WELDING CABLE W/ ROD HOLDER 2/0X50	$15	$32	$69
912	4551	WELDING CABLE WHIP W/ROD HLDR 2/0	$14	$25	$48
912	4604	REMOTE OUTPUT CONTROL 14 PIN X 100	$22	$44	$86
912	4658	WELDER INVERTER CST RACK F/8 PACK	$28	$71	$185
912	5254	MANUAL FLANGE SPREADER 150# 2-20	$11	$26	$74
913	1006	CONTAINMENT BERM 4X4	$16	$37	$105
913	1012	CONTAINMENT BERM 6X6	$42	$105	$289
913	1015	CONTAINMENT BERM 6X8	$42	$105	$289
913	1016	CONTAINMENT BERM 6X10	$42	$105	$289
913	1018	CONTAINMENT BERM 6X14	$42	$105	$289
913	1021	CONTAINMENT BERM 7X11	$42	$105	$289
913	1022	CONTAINMENT BERM 7X14	$42	$105	$289
913	1024	CONTAINMENT BERM 8X8	$47	$116	$315
913	1027	CONTAINMENT BERM 8X10	$47	$116	$315
913	1030	CONTAINMENT BERM 8X12	$47	$116	$315
913	1031	CONTAINMENT BERM 8X14	$47	$116	$315
913	1033	CONTAINMENT BERM 8X16	$47	$116	$315
913	1036	CONTAINMENT BERM 9X12	$47	$116	$315
913	1037	CONTAINMENT BERM 9X18	$47	$116	$315
913	1039	CONTAINMENT BERM 10X10	$68	$173	$473

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
913	1045	CONTAINMENT BERM 10X14	$68	$173	$473
913	1048	CONTAINMENT BERM 10X20	$68	$173	$473
913	1051	CONTAINMENT BERM 12X12	$68	$173	$473
913	1054	CONTAINMENT BERM 12X16	$68	$173	$473
913	1057	CONTAINMENT BERM 12X20	$95	$200	$530
913	1060	CONTAINMENT BERM 12X25	$95	$200	$530
913	1065	CONTAINMENT BERM 12X36	$116	$294	$788
913	1068	CONTAINMENT BERM 12X50	$116	$294	$788
913	1508	DIESEL EXHST SCRUBBER 91HP AND ABOVE	$75	$191	$408
913	2208	TRUCK TOOLBOX FUEL TANK COMBO 70-100 GAL	$92	$102	$119
913	2236	FUEL TANK 500 GALLON	$91	$248	$727
913	2250	PROPANE TANK 5 GAL/20#	$14	$33	$70
913	2252	PROPANE TANK 7 GAL/30#	$16	$37	$68
913	2254	FORKLIFT PROPANE TANK 8 GAL/33#	$14	$41	$84
913	2256	PROPANE TANK 10 GAL/40#	$19	$46	$93
913	2260	PROPANE TANK 25 GAL/100#	$14	$46	$93
913	2512	WORKSTATION PORTABLE	$27	$118	$337
913	2550	TRUCK ACCESSORY/UTILITY RACK	$24	$51	$121
913	2560	PICK UP TRUCK TONNEAU COVER	$29	$57	$134
913	2610	POLY STORAGE BIN 48X45X34 COLLAPSIBLE	$8	$22	$65
913	2618	POLY STORAGE BIN 32X30X25 COLLAPSIBLE	$6	$16	$45
913	2622	POLY STORAGE BIN 48X45X42 COLLAPSIBLE	$12	$34	$100
913	2624	STEEL MESH STORAGE BIN 48X40X36 COLLAPSE	$3	$10	$30
913	2626	LID CONTAINER - 48X45	$1	$3	$10
913	2630	HOSE & PIPE STORAGE RACK	$19	$43	$116
913	2652	POLY STORAGE PALLET	$6	$16	$45
913	2700	GPS EQUIPPED BASIC SERVICE	$20	$30	$91
913	2720	PUMP MONITOR KIT: MODEM/SOLAR PANL	$48	$96	$198
913	3052	SAFETY HARNESS & LANYARD KIT	$23	$46	$129
913	3060	ZIP WALL PACKAGE 4X12 POLES/2 ZIPPER	$21	$37	$74
913	3070	EYEWASH STATION	$43	$128	$374
913	3202	FIRE EXTINGUISHER W/VEH BRACKET 2-1/2#	$3	$10	$30
913	3332	SIGN SHOULDER WORK AHEAD 48X48 REF	$11	$35	$95
913	3415	TRAFFIC SIGN ROAD WORK AHEAD	$20	$58	$117
913	3416	SIGN ROAD WORK AHEAD 48X48 REF	$11	$35	$95
913	3425	SIGN END ROAD WORK 48X48 REF	$11	$35	$95
913	3478	TRAFFIC SIGN SIDEWALK CLOSED	$23	$69	$138
913	3497	SIGN BE PREPARED TO STOP 48X48 REF	$11	$32	$90
913	3502	TRAFFIC SIGN STOP/SLOW PADDLE	$9	$16	$28
913	3553	TRAFFIC SIGN STAND	$5	$9	$19
913	3562	TRAFFIC SIGN OVERLAY LEFT	$2	$4	$5
913	3703	REFL TRAFFIC BARRICADE W/O FLASHER 24	$8	$17	$36

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT	CLASS	DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
913	3704	REFL TRAFFIC BARRICADE W/FLASHER 24	$12	$20	$40
913	3712	REFL TRAFFIC DELINEATOR W/BASE 42	$5	$12	$23
913	3721	FLASHING BARRICADE LIGHT	$9	$22	$40
913	3747	TRAFFIC CONE	$4	$9	$19
913	3760	WATER FILLED TRAFFIC BARRICADE ORANGE	$24	$48	$122
913	3762	WATER FILLED TRAFFIC BARRICADE WHITE	$12	$34	$98
913	3766	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE OR	$24	$48	$124
913	3767	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE WH	$26	$58	$168
913	3770	PEDESTRIAN BARRICADE ADA ORG 72X38	$11	$26	$84
913	3771	PEDESTRIAN BARRICADE ADA WHT 72X38	$11	$26	$84
913	3780	WATER BARRICADE FENCE PANEL 4X6	$6	$21	$53
913	3782	WATER BARRICADE SINGLE GATE 6X6 COMPLETE	$11	$26	$74
913	3814	WIRE MESH FENCE PANEL 6X10	$4	$12	$35
913	3830	CROWD CONTROL BARRICADE 48X8	$11	$24	$71
913	3860	NOISE REDUCTION WALL PANEL 81X52IN	$11	$21	$58
913	4004	COMBINATION HITCH PINTLE & 2 BALL	$14	$39	$81
913	4006	COMBINATION HITCH PINTLE & 2-5/16 BALL	$14	$32	$81
913	4106	TIE DOWN BINDER CHAIN G7 3/8 10-16	$11	$25	$60
913	4110	TIE DOWN BINDER CHAIN G7 3/8X20	$8	$16	$28
913	4122	RATCHET LOAD BINDER F/3/8-1/2 CHAIN	$9	$20	$40
913	4502	ROAD PLATE 5X8	$111	$221	$664
913	4504	ROAD PLATE 5X10	$55	$143	$381
913	4508	ROAD PLATE 8X10	$48	$137	$383
913	4516	ROAD PLATE 8X20	$106	$265	$732
913	5130	LED AREA LIGHT W/TRIPOD	$43	$130	$392
913	5134	LED WORK LIGHT W/TRIPOD DUAL LAMP	$43	$85	$175
913	5205	LIGHT STRING LED 20FT SINGLE LAMP 120V	$8	$24	$70
913	5210	TEMPORARY LIGHT STRING 50	$13	$32	$79
913	5212	TEMPORARY LIGHT STRING 100	$27	$82	$174
913	6005	TEMPORARY WALL MOBILITY CART	$63	$63	$126
913	6010	TEMPORARY WALL RIGHT SIDE INTERFACE	$36	$36	$71
913	6015	TEMPORARY WALL LEFT SIDE INTERFACE	$36	$36	$71
913	6020	TEMPORARY WALL FLEXIBLE CORNER	$27	$27	$56
913	6025	TEMPORARY WALL FILLER PANEL KIT	$20	$20	$40
913	6035	HINGED DOOR MODULE 42 IN	$197	$197	$393
913	6050	TEMPORARY WALL MODULE 12 IN	$63	$63	$126
913	6055	TEMPORARY WALL MODULE 18 IN	$71	$71	$142
913	6060	TEMPORARY WALL MODULE 24 IN	$79	$79	$158
913	6065	TEMPORARY WALL MODULE 32 IN	$83	$83	$166
913	6070	TEMPORARY WALL MODULE 42 IN	$95	$95	$189
913	6075	SINGLE ROOM PRESSURE MONITOR	$110	$110	$219
913	6080	NEGATIVE AIR MGMT PANEL 24 IN	$103	$103	$205

OMNIA GOLD 2024

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	1003	INCREASER / REDUCER 3X2	$7	$15	$36
920	1009	INCREASER / REDUCER 4X3	$10	$25	$60
920	1024	INCREASER / REDUCER 6X3	$10	$25	$60
920	1027	INCREASER / REDUCER 6X4	$10	$25	$60
920	1039	INCREASER / REDUCER 8X6	$10	$25	$60
920	1054	INCREASER / REDUCER 10X8	$25	$60	$160
920	1066	INCREASER / REDUCER 12X6	$25	$60	$160
920	1069	INCREASER / REDUCER 12X8	$25	$60	$160
920	1072	INCREASER / REDUCER 12X10	$25	$60	$160
920	1095	INCREASER / REDUCER 14X12	$25	$60	$160
920	1115	INCREASER / REDUCER 16X12	$25	$60	$160
920	1130	INCREASER / REDUCER 18X12	$25	$60	$160
920	1159	INCREASER / REDUCER 20X18	$45	$120	$300
920	1183	INCREASER / REDUCER 24X18	$45	$120	$300
920	2018	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT	$6	$12	$27
920	2024	PIPE 90 DEG ELL 6 IN BY VARIOUS OUTPUT	$11	$19	$44
920	2028	PIPE 45 DEG ELL 8 IN BY VARIOUS OUTPUT	$6	$12	$27
920	2030	PIPE 90 DEG ELL 8 IN BY VARIOUS OUTPUT	$13	$35	$80
920	2036	PIPE 90 DEG ELL 10 IN BY VARIOUS OUTPUT	$13	$35	$80
920	2040	PIPE 45 DEG ELL 12 IN BY VARIOUS OUTPUT	$13	$35	$80
920	2042	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT	$15	$45	$120
920	2109	PIPE TEE 4 IN BY VARIOUS OUTPUT	$13	$35	$100
920	2112	PIPE TEE 6 IN BY VARIOUS OUTPUT	$13	$35	$100
920	2115	PIPE TEE 8 IN BY VARIOUS OUTPUT	$13	$35	$100
920	2121	PIPE TEE 12 IN BY VARIOUS OUTPUT	$15	$45	$130
920	2168	PIPE WYE 12 IN BY VARIOUS OUTPUT	$15	$45	$130
920	2324	PIPE ADAPTER 4 FLANGE X F NPT	$3	$10	$25
920	2332	PIPE ADAPTER 6 FLANGE X F CAM	$7	$20	$50
920	2334	PIPE ADAPTER 6 FLANGE X F NPT	$7	$20	$50
920	2340	PIPE ADAPTER 8 FLANGE X F BAUER	$8	$15	$30
920	2341	PIPE ADAPTER 8 FLANGE X M BAUER	$8	$15	$30
920	2772	PIPE ADAPTER 4 F CAM X F NPT TYPE D	$8	$15	$30
920	3309	SUCTION HOSE STRAINER 4	$8	$22	$65
920	3312	SUCTION HOSE STRAINER 6	$8	$22	$65
920	3315	SUCTION HOSE STRAINER 8	$8	$22	$65
920	3509	WATER PIPE / HOSE MANIFOLD 4	$34	$96	$285
920	3512	WATER PIPE / HOSE MANIFOLD 6	$45	$133	$353
920	3515	WATER PIPE / HOSE MANIFOLD 8	$48	$143	$446
920	3521	WATER PIPE / HOSE MANIFOLD 12	$98	$240	$669
920	3580	PIPE SUPPORT BLOCK	$1	$2	$4
920	3610	PUMP CONTROL PANEL AUTOMATIC	$19	$57	$171
920	3620	PUMP CONTROL PANEL MANUAL	$15	$40	$119

OMNIA GOLD 2024

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	3640	WATER PUMP FLOAT SWITCH SINGLE	$5	$15	$43
920	3650	SUBMERSIBLE PUMP RAFT	$40	$117	$358
920	3680	MAGNETIC GPM FLOW METER INDICATOR/TOTAL	$60	$179	$536
920	4205	GATE VALVE 2	$11	$33	$95
920	4215	GATE VALVE 4	$30	$75	$150
920	4220	GATE VALVE 6	$30	$75	$150
920	4225	GATE VALVE 8	$30	$75	$150
920	4230	GATE VALVE 10	$40	$100	$200
920	4235	GATE VALVE 12	$40	$100	$200
920	4250	GATE VALVE 18	$80	$225	$450
920	4340	CHECK VALVE 8	$9	$27	$81
920	4406	FLANGED BLEEDER VALVE 6	$15	$40	$125
920	5002	FT OF PVC WELLPOINT HEADER PIPE 6	$1	$2	$5
920	5054	WELLPOINT RISER/HEADER SWINGS	$2	$7	$20
920	5060	WELLPOINT SELF JET POINT W/PVC SCREEN	$3	$9	$25
920	6003	KANAFLEX SUCTION HOSE CAM CPLNG 2X20	$8	$23	$68
920	6006	KANAFLEX SUCTION HOSE CAM CPLNG 3X20	$11	$29	$86
920	6009	KANAFLEX SUCTION HOSE CAM CPLNG 4X20	$14	$41	$120
920	6011	KANAFLEX SUCTION HOSE CAM CPLNG 6X10	$14	$41	$120
920	6012	KANAFLEX SUCTION HOSE CAM CPLNG 6X20	$45	$113	$299
920	6014	KANAFLEX SUCTION HOSE CAM CPLNG 8X10	$45	$113	$299
920	6015	KANAFLEX SUCTION HOSE CAM CPLNG 8X20	$58	$179	$509
920	6029	KANAFLEX SUCTION HOSE BAUER CPLNG 4X20	$21	$62	$184
920	6032	KANAFLEX SUCTION HOSE BAUER CPLNG 6X20	$45	$112	$299
920	6035	KANAFLEX SUCTION HOSE BAUER CPLNG 8X20	$45	$112	$299
920	6040	KANAFLEX SUCTION HOSE BAUER CPLNG 12X10	$45	$112	$299
920	6041	KANAFLEX SUCTION HOSE BAUER CPLNG 12X20	$99	$290	$869
920	6203	PVC SUCTION HOSE CAM CPLNG 2X20	$16	$42	$83
920	6206	PVC SUCTION HOSE CAM CPLNG 3X20	$16	$42	$83
920	6209	PVC SUCTION HOSE CAM CPLNG 4X20	$20	$60	$124
920	6212	PVC SUCTION HOSE CAM CPLNG 6X20	$20	$60	$124
920	6400	RUBBER SUCTION HOSE CAM CPLNG 1X20	$14	$37	$72
920	6403	RUBBER SUCTION HOSE CAM CPLNG 2X20	$14	$37	$72
920	6406	RUBBER SUCTION HOSE CAM CPLNG 3X20	$14	$37	$72
920	6409	RUBBER SUCTION HOSE CAM CPLNG 4X20	$30	$100	$275
920	6411	RUBBER SUCTION HOSE CAM CPLNG 6X10	$30	$100	$275
920	6412	RUBBER SUCTION HOSE CAM CPLNG 6X20	$30	$100	$275
920	6429	RUBBER SUCTION HOSE BAUER CPLNG 4X20	$51	$104	$236
920	6432	RUBBER SUCTION HOSE BAUER CPLNG 6X20	$51	$104	$236
920	6434	RUBBER SUCTION HOSE BAUER CPLNG 8X10	$51	$104	$236
920	6435	RUBBER SUCTION HOSE BAUER CPLNG 8X20	$59	$143	$385
920	6437	RUBBER SUCTION HOSE BAUER CPLNG 10X10	$59	$143	$385

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	6440	RUBBER SUCTION HOSE BAUER CPLNG 12X10	$59	$143	$385
920	6482	RUBBER SUCTION HOSE VICT CPLNG 6X20	$6	$19	$54
920	6515	RUBBER SUCTION HOSE FLNG CPLNG 8X20	$57	$142	$374
920	6518	RUBBER SUCTION HOSE FLNG CPLNG 10X20	$85	$217	$500
920	6521	RUBBER SUCTION HOSE FLNG CPLNG 12X20	$85	$217	$500
920	6616	COMPOSITE DISCHARGE HOSE W/FLANGE 3X20	$9	$34	$95
920	6623	COMPOSITE DISCHARGE HOSE W/FLANGE 4X10	$26	$81	$246
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	$58	$174	$523
920	6636	COMPOSITE DISCHARGE HOSE W/FLANGE 6X20	$73	$201	$550
920	6643	COMPOSITE DISCHARGE HOSE W/FLANGE 8X10	$73	$201	$550
920	6646	COMPOSITE DISCHARGE HOSE W/FLANGE 8X20	$82	$218	$641
920	6657	COMPOSITE DISCHARGE HOSE W/FLANGE 10X20	$43	$128	$383
920	6663	COMPOSITE DISCHARGE HOSE W/FLANGE 12X10	$43	$128	$383
920	6666	COMPOSITE DISCHARGE HOSE W/FLANGE 12X20	$113	$230	$680
920	6803	CANVAS FIRE HOSE 1-1/2X50	$7	$23	$67
920	6818	CANVAS FIRE HOSE 2-1/2X50	$12	$35	$102
920	6827	CANVAS FIRE HOSE 3X50	$14	$32	$60
920	7004	CHEMICAL HOSE W/SSTL CAMLOCK 1X20	$20	$58	$173
920	7014	CHEMICAL HOSE W/SSTL CAMLOCK 2X20	$25	$75	$225
920	7024	CHEMICAL HOSE W/SSTL CAMLOCK 3X20	$25	$75	$225
920	7034	CHEMICAL HOSE W/SSTL CAMLOCK 4X20	$25	$75	$225
920	7044	CHEMICAL HOSE W/SSTL CAMLOCK 6X20	$25	$75	$225
920	7054	CHEMICAL HOSE W/SSTL FLANGE 2X20	$25	$75	$225
920	7065	CHEMICAL HOSE W/SSTL FLANGE 3X20	$25	$75	$225
920	7074	CHEMICAL HOSE W/SSTL FLANGE 4X20	$25	$75	$225
920	7084	CHEMICAL HOSE W/SSTL FLANGE 6X20	$50	$125	$350
920	7103	ORAFLEX DISCHARGE HOSE CAM CPLNG 2X50	$12	$34	$101
920	7106	ORAFLEX DISCHARGE HOSE CAM CPLNG 3X50	$12	$34	$101
920	7109	ORAFLEX DISCHARGE HOSE CAM CPLNG 4X50	$17	$50	$150
920	7118	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50	$41	$103	$271
920	7121	ORAFLEX DISCHARGE HOSE CAM CPLNG 8X50	$93	$260	$708
920	7129	ORAFLEX DISCHARGE HOSE BAUER CPLNG 4X50	$47	$71	$142
920	7132	ORAFLEX DISCHARGE HOSE BAUER CPLNG 6X50	$57	$113	$189
920	7135	ORAFLEX DISCHARGE HOSE BAUER CPLNG 8X50	$81	$200	$522
920	7218	ORAFLEX DISCHARGE HOSE FLNG CPLNG 10X50	$81	$200	$522
920	7303	PVC DISCHARGE HOSE CAM CPLNG 2X50	$7	$22	$66
920	7306	PVC DISCHARGE HOSE CAM CPLNG 3X50	$12	$34	$101
920	7309	PVC DISCHARGE HOSE CAM CPLNG 4X50	$17	$50	$150
920	7312	PVC DISCHARGE HOSE CAM CPLNG 6X50	$61	$154	$329
920	7402	RUBBER DISCHARGE HOSE CAM CPLNG 2X25	$12	$21	$43
920	7403	RUBBER DISCHARGE HOSE CAM CPLNG 2X50	$14	$35	$75
920	7406	RUBBER DISCHARGE HOSE CAM CPLNG 3X50	$14	$35	$75

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	7408	RUBBER DISCHARGE HOSE CAM CPLNG 4X25	$14	$35	$75
920	7409	RUBBER DISCHARGE HOSE CAM CPLNG 4X50	$29	$69	$162
920	7412	RUBBER DISCHARGE HOSE CAM CPLNG 6X50	$75	$158	$387
920	7455	RUBBER DISCHARGE HOSE PIN CPLNG 3X25	$9	$23	$62
920	7515	RUBBER DISCHARGE HOSE FLNG CPLNG 8X50	$113	$362	$1,031
920	7518	RUBBER DISCHARGE HOSE FLNG CPLNG 10X50	$114	$372	$1,038
920	7521	RUBBER DISCHARGE HOSE FLNG CPLNG 12X50	$189	$567	$1,701
920	7705	OIL SUCT/DISCH HOSE FLNG CPLNG 2X20	$41	$121	$236
920	7715	OIL SUCT/DISCH HOSE FLNG CPLNG 3X20	$41	$121	$236
920	7720	OIL SUCT/DISCH HOSE 4XSPECIAL LE	$41	$121	$236
920	7725	OIL SUCT/DISCH HOSE FLNG CPLNG 4X20	$41	$121	$236
920	7735	OIL SUCT/DISCH HOSE FLNG CPLNG 6X20	$67	$200	$420
920	7745	OIL SUCT/DISCH HOSE FLNG CPLNG 8X20	$67	$200	$420
920	7755	OIL SUCT/DISCH HOSE FLNG CPLNG 10X20	$97	$289	$630
920	7762	OIL SUCT/DISCH HOSE FLNG CPLNG 12X10	$97	$289	$630
920	7765	OIL SUCT/DISCH HOSE FLNG CPLNG 12X20	$121	$360	$1,080
920	7772	OIL SUCT/DISCH HOSE FLNG CPLNG 14X10	$121	$360	$1,080
920	7903	STAINLESS STEEL HOSE MNPT CPLNG 3/4X50	$12	$36	$106
920	7905	STAINLESS STEEL HOSE 1X20	$17	$46	$92
920	7910	STAINLESS STEEL HOSE 1X50	$27	$68	$169
920	7915	STAINLESS STEEL HOSE 2X20	$39	$114	$385
920	7916	STAINLESS STEEL HOSE 2X20 W/300# FLNG	$39	$114	$385
920	7925	STAINLESS STEEL HOSE 3X20	$39	$114	$385
920	7933	STAINLESS STEEL HOSE 4X10	$24	$75	$223
920	7935	STAINLESS STEEL HOSE 4X20	$39	$114	$385
920	7943	STAINLESS STEEL HOSE 6X10	$39	$114	$385
920	7945	STAINLESS STEEL HOSE 6X20	$77	$231	$475
920	7955	STAINLESS STEEL HOSE 8X20	$97	$278	$575
920	7975	STAINLESS STEEL HOSE 12X20	$101	$305	$886
920	8144	HYDRAULIC HOSE 1X50	$20	$50	$125
920	8154	HYDRAULIC HOSE 1-1/4X50	$20	$50	$125
920	8164	HYDRAULIC HOSE 1-1/2X50	$20	$50	$125
920	8225	CARBON STEEL HOSE W/FLANGE 6X20	$50	$100	$250
920	8230	CARBON STEEL HOSE W/FLANGE 8X20	$50	$100	$250
920	8458	RUBBER WATER HOSE W/GH FTGS 3/4X50	$5	$17	$50
920	9012	TEST PIPE PLUG 8IN	$4	$15	$37
920	9024	TEST PIPE PLUG 24IN	$85	$251	$756
920	9062	MULTI SIZE TEST BALL UP TO 12	$30	$80	$200
920	9066	MULTI SIZE TEST BALL UP TO 18	$30	$80	$200
920	9068	MULTI SIZE TEST BALL UP TO 24	$30	$80	$200
920	9072	MULTI SIZE TEST BALL UP TO 36	$30	$80	$200
920	9074	MULTI SIZE TEST BALL UP TO 48	$251	$827	$2,481

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	9162	TEST BALL LIFT LINE W/HOSE & GAUGES	$30	$80	$200
920	9198	BLOCK PLUG HOSE W/20FT ROPE & GAUGE	$8	$20	$50
920	9708	BLOCK PIPE PLUG 4IN	$8	$20	$50
920	9709	BLOCK PIPE PLUG 4IN LONG	$8	$20	$50
920	9711	BLOCK PIPE PLUG 6IN	$8	$20	$50
920	9713	BLOCK PIPE PLUG 8IN	$8	$20	$50
920	9763	BLOCK PIPE PLUG 6-12IN	$19	$38	$108
921	1088	PCS OF ALUM PIPE 8X40 VICTAULIC	$74	$213	$435
921	1128	PCS OF ALUM PIPE 12X40 VICTAULIC	$90	$279	$558
921	1203	VICTAULIC PIPE CLAMP 4	$1	$3	$8
921	1206	VICTAULIC PIPE CLAMP 6	$1	$3	$8
921	1208	VICTAULIC PIPE CLAMP 8	$1	$3	$8
921	1212	VICTAULIC PIPE CLAMP 12	$2	$4	$12
921	1518	PCS OF CERTALOK PVC PIPING 6X20	$3	$7	$14
921	1568	PCS OF CERTALOK PVC PIPING 12X20	$15	$20	$40
921	1810	FT OF FUSEABLE HDPE PIPE 4	$2	$2	$6
921	1812	FT OF FUSEABLE HDPE PIPE 6	$2	$2	$6
921	1814	FT OF FUSEABLE HDPE PIPE 8	$3	$3	$7
921	1816	FT OF FUSEABLE HDPE PIPE 10	$3	$3	$7
921	1818	FT OF FUSEABLE HDPE PIPE 12	$3	$3	$7
921	1820	FT OF FUSEABLE HDPE PIPE 14	$3	$3	$7
921	1822	FT OF FUSEABLE HDPE PIPE 16	$3	$3	$7
921	1824	FT OF FUSEABLE HDPE PIPE 18	$3	$3	$7
921	1826	FT OF FUSEABLE HDPE PIPE 20	$3	$3	$7
921	1828	FT OF FUSEABLE HDPE PIPE 24	$3	$3	$7
921	1834	FT OF FUSEABLE HDPE PIPE 30	$3	$3	$7
921	1854	HDPE PIPE W/BAUER CPLNG 6X20	$16	$32	$68
921	1862	HDPE PIPE W/BAUER CPLNG 8X20	$16	$32	$68
921	1924	HDPE PIPE W/FLANGE CPLNGS 8X40	$21	$42	$132
921	1942	HDPE PIPE W/FLANGE CPLNG 12X40	$32	$66	$158
921	2037	BACK UP RING F/HDPE FLANGE ADAPTER 18	$30	$89	$268
921	2045	BACK UP RING F/HDPE FLANGE ADAPTER 24	$42	$125	$375
921	2049	BACK UP RING F/HDPE FLANGE ADAPTER 30	$54	$161	$483
921	2150	HDPE FLOAT TEE PIPE W/STRAINER 4	$15	$38	$104
921	2152	HDPE FLOAT TEE PIPE W/ STRAINER 6	$16	$43	$133
921	2156	HDPE FLOAT TEE PIPE W/ STRAINER 12	$25	$65	$192
921	2164	HDPE FLOAT TEE PIPE W/ STRAINER 20	$25	$65	$192
921	2180	HDPE FLOAT PIPE W/8 STRNR 8 FLNG	$32	$91	$271
921	2188	HDPE RDC FLOAT PIPE W/16 STRNR 14 FLNG	$32	$91	$271
921	2192	HDPE RDC FLOAT PIPE W/18 STRNR 12 FLNG	$32	$91	$271
921	2228	HDPE FITTING 12X90 DEG	$59	$116	$198
921	2238	HDPE FITTING 18X90 DEG	$59	$116	$198

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
921	2248	HDPE FITTING 24X45 DEG	$54	$181	$500
921	2250	HDPE FITTING 24X90 DEG	$54	$181	$500
921	2260	HDPE FITTING 30X45 DEG	$54	$181	$500
921	2262	HDPE FITTING 30X90 DEG	$54	$181	$500
921	2270	HDPE TEE 12 INPUT BY VARIOUS OUTPUT	$25	$50	$100
921	2299	HDPE REDUCER 30 DOWN TO ALL	$113	$340	$1,019
921	2355	VICTAULIC STYLE CLAMP F/6 HDPE PIPE	$6	$17	$50
921	2530	PCS GALV STL PIPE W/BAUER CPLNG 8X20	$55	$55	$69
921	2546	PCS GALV STL PIPE W/BAUER CPLNG 12X10	$55	$55	$69
921	2584	BAUER ELBOW 6X45 DEG	$17	$48	$142
921	2586	BAUER ELBOW 6X90 DEG	$17	$50	$146
925	1714	AIR HOSE ASSY 3/8X50 CRWFT CPLNG	$5	$18	$54
925	1715	AIR HOSE ASSY 3/8X50 QD CPLNG	$12	$29	$62
925	1734	AIR HOSE ASSY 3/4X50 CRWFT CPLNG	$13	$30	$66
925	1735	AIR HOSE ASSY 3/4X50 THOR CPLNG	$13	$30	$66
925	1802	AIR HOSE ASSY 2X25	$14	$35	$95
925	1808	AIR HOSE ASSY 2X25 HI PRESSURE	$14	$35	$95
925	1811	AIR HOSE ASSY 2X50	$18	$45	$120
925	1814	AIR HOSE ASSY 2X50 HI PRESSURE	$18	$45	$120
925	1823	AIR HOSE ASSY 3X25	$23	$63	$176
925	1829	AIR HOSE ASSY 3X25 HI PRESSURE	$23	$63	$176
925	1832	AIR HOSE ASSY 3X50	$40	$87	$213
925	1835	AIR HOSE ASSY 3X50 HI PRESSURE	$40	$87	$213
925	2019	WHIP HOSE W/INLINE OILER 1/2	$7	$16	$43
925	2103	WHIPCHECK CABLE H/H 1/2 TO 1-1/4	$6	$10	$20
925	2104	WHIPCHECK CABLE H/H 1-1/2 TO 3	$6	$10	$20
925	2173	AIR MANIFOLD 15 GAL W/8 OUTLETS	$40	$123	$351
925	3006	FORCED AIR ELECTRIC HEATER 120V	$16	$45	$130
925	3080	POWER CABLE 6/4X50 480/3 PH	$16	$45	$130
925	3210	AIRMOVER AXIAL VENT BLOWER 12 IN ELEC	$34	$132	$298
925	3250	AIRMOVER LOW PROFILE FAN	$24	$95	$213
925	3260	AIRMOVER CARPET DRYER	$24	$95	$213
925	3263	AXIAL FAN 25"	$53	$156	$412
925	3265	HI VELOCITY AXIAL FAN 24-25"	$24	$71	$213
925	5140	CONDENSATE PUMP F/CP12 & CP18	$6	$16	$45
925	5141	CONDENSATE PUMP F/D12	$6	$16	$45
930	0100	TRASH CHUTE 30X4	$20	$41	$84
930	2016	MULTI POSITION CART F/ROTARY HAMMER	$34	$100	$355
930	2070	UTILITY CART/TRAILER NHS 4X6	$35	$100	$187
930	2073	TILT DEBRIS CART 1/2 CU YD MANUAL	$34	$98	$284
930	2076	TILT DEBRIS CART 1 CU YD MANUAL	$38	$134	$353
930	2078	DRYWALL/PANEL CART	$29	$86	$247

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
930	2220	HAND DOLLY W/O STRAP 400-700# CAP	$14	$26	$56
930	2222	APPLIANCE DOLLY W/STRAP 500-700# CAP	$20	$44	$108
930	2228	EQUIPMENT / APPLIANCE DOLLY 4 WHEEL	$9	$26	$75
930	2236	FURNITURE/PIANO DOLLY 4 SWIVEL WHEEL	$21	$53	$116
930	2274	PALLET JACK	$26	$82	$226
930	3006	HYDRAULIC BOTTLE JACK 12T	$7	$23	$68
930	3015	HYDRAULIC BOTTLE JACK 22T	$12	$34	$102
930	3060	HYDRAULIC TOE JACK 10T	$28	$71	$213
930	3076	SCREW BOTTLE JACK 20 TON	$12	$34	$102
930	3404	BEAM CLAMP F/4-12 BEAM 3T CAP	$35	$92	$256
930	3406	BEAM CLAMP F/4-12 BEAM 5T CAP	$42	$125	$369
930	3599	ROAD PLATE LIFTING RING 1.25IN	$5	$11	$30
930	3600	ROAD PLATE SWIVEL LIFTING RING 1.25IN	$11	$25	$70
930	4016	ALUMINUM EXTENSION LADDER 32	$28	$85	$255
930	4020	ALUMINUM EXTENSION LADDER 40	$38	$113	$340
930	4068	WIDE STANCE ADJ LEG FBR EXT LADDER 24FT	$32	$89	$268
930	4072	WIDE STANCE ADJ LEG FBR EXT LADDER 28FT	$32	$89	$268
930	4074	FIBERGLASS EXTENSION LADDER 32	$34	$100	$298
930	4082	FIBERGLASS EXTENSION LADDER 40	$47	$142	$425
930	4084	WIDE STANCE ADJ LEG FBR EXT LADDER 40FT	$53	$158	$467
930	4162	FIBERGLASS STEP LADDER 12	$34	$100	$298
930	4166	FIBERGLASS STEP LADDER 16	$47	$142	$425
930	4244	FIBERGLASS STEP LADDER W/CAGE 4FT	$21	$63	$179
930	4246	FIBERGLASS STEP LADDER W/CAGE 6FT	$21	$63	$179
930	4248	FIBERGLASS STEP LADDER W/CAGE 8FT	$26	$79	$226
930	4250	FIBERGLASS STEP LADDER W/CAGE 10FT	$32	$89	$268
930	4252	ADJ FBR STEP CAGE LADDER W/WHL 5-9FT	$26	$84	$257
930	4254	ADJ FBR STEP CAGE LADDER W/WHL 8-14FT	$32	$95	$284
930	4256	SECTIONS OF TANK LADDER 5	$9	$19	$53
930	4310	ALUMINUM LADDER PLANK 16	$24	$71	$213
930	4312	ALUMINUM LADDER PLANK 20	$30	$85	$245
930	4314	ALUMINUM LADDER PLANK 24	$34	$100	$298
930	6010	SET OF PALLET FORKS 72 CL2	$43	$103	$291
930	6030	SET OF PALLET FORKS 72 CL3	$46	$114	$256
930	6036	SET OF PALLET FORKS 96 CL3	$37	$105	$286
930	6073	FORK EXTENSION (SET OF 2) 72IN	$32	$81	$228
930	6076	FORK EXTENSION (SET OF 2) 96IN (BLUE)	$23	$69	$186
930	6080	SET OF PALLET FORKS F/BUCKETS	$40	$104	$253
930	6095	CARPET POLE ATTACHMENT	$27	$86	$250
930	6140	TELEHANDLER BLOCK FORK 48	$30	$64	$137
930	6160	SKIDSTEER FORK FRAME SET 36 CL2	$44	$130	$320
930	6164	SKIDSTEER FRAME & FORK SET 42	$47	$113	$334

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
930	6166	SKIDSTEER FRAME & FORK SET 48 CL2	$44	$110	$263
930	6250	LIFT-N-TOW F/FORKLIFT VAR CAP 4-10K HOOK	$19	$76	$142
930	6252	SWIVEL LIFTING HOOK F/FORKLIFT VAR CAP	$77	$216	$548
930	6260	BOOM ARM F/HANDLER 8-15 4K MAX	$113	$236	$756
930	6265	TELESCOPING BOOM F/FORKLIFT 42-139	$90	$232	$660
930	6267	AERIAL LIFT CRIBBING BLOCK 0-8 STEP	$26	$55	$165
930	6272	GLASS PANEL CRADLE KIT F/BOOM LIFT	$39	$87	$172
930	6281	PLATFORM RAIL PADDING F/AERIAL LIFT	$126	$126	$126
930	6510	SOLID TIRE F/SKIDSTEER	$72	$175	$432
930	6520	TURF/FLOAT TIRE F/GEHL & JLG TELEHANDER	$42	$175	$355
930	6524	TURF/FLOAT TIRE F/TELEHANDLER	$42	$175	$355
930	6530	TURF/FLOAT TIRE F/TRUCKS	$42	$175	$355
930	7636	FORK SLIP ON BUCKET SMOOTH 72IN 1-1/2YD	$30	$118	$339
930	7642	FORK SLIP ON BUCKET SMOOTH 96IN 1-3/4YD	$47	$119	$312
930	7761	SKIDSTEER/CRAWLER BUCKET SMOOTH 66-68IN	$54	$152	$378
930	7763	SKIDSTEER/CRAWLER BUCKET SMOOTH 72-74IN	$54	$152	$378
930	7778	SKIDSTEER/CRAWLER BUCKET TOOTH 66-68IN	$54	$152	$378
930	7781	SKIDSTEER/CRAWLER BUCKET TOOTH 72-74IN	$54	$152	$378
930	7912	EXCAVATOR THUMB ATTACHMENT HYDRAULIC	$54	$152	$378
930	9110	GROUND PROTECTION MAT 4X8 DUAL SIDE	$19	$38	$53
930	9115	GROUND PROTECTION MAT 10X7 DUAL SIDE	$39	$50	$109
930	9117	GROUND PROTECTION MAT HD 14X7 DUAL SIDE	$43	$53	$113
930	9122	GROUND PROTECTION MAT LOCK PLATE 2 WAY	$1	$2	$5
930	9124	GROUND PROTECTION MAT LOCK PLATE 4 WAY	$1	$2	$5
930	9130	GROUND PROTECTION MAT TOOL KIT	$23	$65	$185
930	9140	GROUND MAT RAMP F/10X7 36 UNDER FLANGE	$5	$9	$19
930	9141	GROUND MAT RAMP F/10X7 36 OVER FLANGE	$5	$9	$19
930	9522	SUCTION CUP 8	$20	$43	$89
931	5002	SCAFFOLD STEP FRAME 1-5/8 5X3	$6	$12	$29
931	5004	SCAFFOLD STEP FRAME 1-5/8 5X5	$9	$15	$27
931	5028	SCAFFOLD LADDER FRAME 1-5/8 28X6	$6	$12	$30
931	5035	SCAFFOLD WALK THRU FRAME 1-5/8 5X6.5	$5	$8	$25
931	5050	SCAFFOLD CROSS BRACE W/HOLE 7X27 SPACE	$2	$5	$11
931	5054	SCAFFOLD CROSS BRACE W/HOLE 10X27 SPACE	$1	$4	$9
931	5056	SCAFFOLD CROSS BRACE W/NOTCH 10X27 SPACE	$6	$7	$12
931	5092	SCAFFOLD OUTRIGGER 30	$3	$7	$12
931	5100	SCAFFOLD BASE PLATE	$2	$5	$15
931	5103	SCAFFOLD LEVELING JACK W/O BASE PLATE	$4	$6	$13
931	5106	SCAFFOLD LEVELING JACK W/BASE PLATE	$7	$9	$17
931	5118	SCAFFOLD STACKING PIN W/COLLAR 9	$1	$4	$12
931	5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	$3	$7	$13
931	5146	SCAFFOLD SIDE SAFETY PANEL 7	$3	$8	$17

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BULK & MISCELLANEOUS					
931	5148	SCAFFOLD SIDE SAFETY PANEL 10	$3	$7	$13
931	5156	SCAFFOLD SIDE TOEBOARD 7	$2	$4	$12
931	5160	SCAFFOLD SIDE TOEBOARD 10	$2	$6	$16
931	5176	SCAFFOLD CASTER 8	$6	$9	$18
931	5190	SHORING POST ADJ 6-10 FT	$20	$41	$74
931	5193	SHORING POST ADJ 7-13 FT	$21	$43	$72
931	5210	SCAFFOLD WALKBOARD 7	$6	$13	$33
931	5215	SCAFFOLD WALKBOARD 10	$12	$21	$42
931	5250	UTILITY SCAFFOLD FRAME 65X29	$11	$17	$33
931	5252	UTILITY SCAFFOLD ARM BRACE 6	$7	$13	$25
931	5254	UTILITY SCAFFOLD CASTER 5	$2	$3	$9
931	5256	UTILITY SCAFFOLD OUTRIGGER 18	$2	$6	$18
931	5258	UTILITY SCAFFOLD GUARD RAIL SET	$1	$4	$12
931	5260	UTILITY SCAFFOLD DECK WOOD 6	$8	$18	$32
931	5408	EA POLE F/ALUM PUMP JACK SYST 24	$17	$47	$123
931	5410	EA PUMP JACK F/ALUM PUMP JACK SYST	$18	$69	$173
931	5423	NEST ALUM LADDER PLANK 20X16	$23	$92	$230
931	5426	NEST ALUM LADDER PLANK 20X24	$28	$103	$251
931	5863	UTILITY SCAFFOLD UNIT 6 HIGH 6X29	$18	$52	$150
932	1010	SHORING RELEASE TOOL 48IN	$5	$12	$34
932	2045	SHORING SHEETING 4FT ALUMINUM	$2	$5	$10
932	2050	SHORING SHEETING 6FT ALUMINUM	$5	$11	$16
932	2055	SHORING SHEETING 8FT ALUMINUM	$6	$12	$20
932	4010	CYLINDER 2846	$5	$14	$40
932	4035	CYLINDER 3455	$7	$21	$60
932	4040	CYLINDER 4064	$7	$21	$60
932	4045	CYLINDER 5288	$7	$21	$60
932	4055	EXTENSION 24INALUMINUM	$5	$14	$40
932	4070	FINFORM 10FT	$12	$37	$104
932	4075	FINFORM 12FT	$15	$45	$128
932	4095	FINFORM 8FT	$11	$30	$85
932	7060	STEEL PLATE 4FTX4FTX1IN	$5	$16	$55
932	7080	STEEL PLATE 4FTX8FTX1IN	$7	$28	$105
932	7170	STEEL PLATE 5FTX8FTX1IN	$8	$29	$109
932	7180	STEEL PLATE 5FTX10FTX1IN	$11	$38	$134
932	7240	STEEL PLATE 6FTX8FTX1IN	$12	$40	$140
932	7250	STEEL PLATE 6FTX10FTX1IN	$13	$42	$145
932	7320	STEEL PLATE 8FTX10FTX1IN	$14	$45	$166
932	7330	STEEL PLATE 8FTX12FTX1IN	$15	$55	$198
932	7336	STEEL PLATE 8FTX12FTX1.5IN	$25	$95	$355
932	7356	STEEL PLATE 8FTX16FTX1.5IN	$30	$114	$435
932	7370	STEEL PLATE 8FTX20FTX1IN	$21	$85	$321

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
932	7500	TIRE CLEANER 8X10FT SOLID RUMBLE PLATE	$22	$88	$249
940	0160	CABLE 10/4 50FT 30A	$4	$12	$34
940	0265	CABLE 8/5 50FT BARE	$12	$12	$33
940	0516	CABLE 2 50FT CAMLOCK 5 BANDED	$34	$77	$159
940	0570	FEMALE PIGTAIL 2 UNDER 10FT	$8	$21	$42
940	0571	FEMALE PIGTAIL 2 UNDER 10FT 5 BANDED	$8	$21	$42
940	0575	MALE PIGTAIL 2 UNDER 10FT	$8	$21	$42
940	0576	MALE PIGTAIL 2 UNDER 10FT 5 BANDED	$8	$21	$42
940	0715	CABLE 2/0 50FT CAMLOCK	$28	$72	$151
940	0720	CABLE 2/0 100FT CAMLOCK	$48	$112	$239
940	0770	FEMALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$15
940	0775	MALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$15
940	0805	CABLE 4/0 10FT CAMLOCK	$3	$7	$15
940	0810	CABLE 4/0 25FT CAMLOCK	$9	$11	$25
940	0815	CABLE 4/0 50FT CAMLOCK	$24	$68	$132
940	0820	CABLE 4/0 100FT CAMLOCK	$35	$70	$139
940	0870	FEMALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$16
940	0880	MALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$16
940	2120	DISTRO BOX 100A CAM SET IN/5X20A OUT	$66	$117	$270
940	2123	DISTRO BOX 100A CAM SET IN/12X20A OUT	$66	$117	$270
940	2256	DISTRO BOX 200A CAM SET IN/6X50A CS	$76	$189	$473
940	2305	DISTRO BOX 400A CAM SET IN/6X50A CS	$99	$377	$749
940	2312	DISTRO BOX 400A CAM SET IN/10X50A CS	$203	$588	$1,160
940	2514	SPIDER BOX CABLE 6/4 50FT 50A CS	$23	$65	$141
940	2516	SPIDER BOX CABLE 6/4 100FT 50A CS	$42	$125	$261
940	2520	SPIDER BOX 50A CS IN/6X20A STR/1X30A TL	$40	$110	$225
940	2610	QUAD BOX STRING 3 BOX 20A 50' W/L2120	$24	$58	$192
940	2626	QUAD BOX STRING 3 BOX 30A 50' W/L2130	$24	$58	$192
940	2640	QUAD BOX CABLE 12/5 50FT L2120	$15	$39	$96
940	2642	QUAD BOX CABLE 12/5 100FT L2120	$28	$54	$142
940	2652	QUAD BOX CABLE 10/5 50FT L2130	$15	$38	$96
940	2654	QUAD BOX CABLE 10/5 100FT L2130	$24	$57	$188
940	2714	EXTENSION CORD 12/3 50FT	$13	$23	$50
940	2716	EXTENSION CORD 12/3 100FT	$12	$26	$65
940	2724	EXTENSION CORD 10/3 50FT 15AMP NEMA 5-15	$11	$25	$66
940	2906	ADAPTER CABLE 50A M TO F RV PLUG	$3	$10	$30
940	2910	ADAPTER CABLE M STRT TO F TWIST	$2	$7	$19
940	2912	ADAPTER CABLE F STRT TO M TWIST	$2	$7	$19
940	2914	TURNAROUND ADAPTER F CAM	$5	$15	$44
940	2916	TURNAROUND ADAPTER M CAM	$5	$15	$44
940	2922	CABLE WYE ADAPTER MFF STRT	$4	$12	$35
940	2924	CABLE WYE ADAPTER MFF TWIST	$4	$12	$35

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PRINT DATE: Tuesday, November 14, 2023

AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
940	2970	CABLE RAMP	$16	$30	$68
940	2971	ADA COMPLIANT CABLE RAMPS	$14	$41	$120
940	4000	SOLAR BATTERY CHARGER/MAINTAINER	$18	$54	$161
940	5000	DRONE BATTERY 1 (RR)	$48	$190	$750
940	5020	DRONE BATTERY 2 (RR)	$24	$96	$375
940	5040	DRONE BATTERY 3 (RR)	$13	$48	$185
940	5060	DRONE ACCESSORY 1 (RR)	$17	$53	$212
940	5080	DRONE ACCESSORY 2 (RR)	$12	$29	$61
950	2015	SLING 8FT 4 LEG CHAIN	$11	$32	$90
950	2017	SLING 8FT 4LEG CABLE	$11	$32	$90
CONCRETE AND MASONRY - ROTARY & HAMMER DRILLS					
100	1805	TILT DEBRIS CART 650LB TRACK GAS	$140	$495	$1,035
CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1765	WELDER ENGINE DRIVE 300 AMPS LP	$176	$366	$788
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	$185	$345	$865
MATERIAL HANDLING - CARRY DECK CRANES					
350	2110	CRANE CARRY DECK DSL 36000LB 50FT	$1,020	$2,665	$6,705
350	2150	CRANE CARRY DECK DSL 50000LB 70FT	$1,305	$3,475	$9,135
MATERIAL HANDLING - WAREHOUSE FORKLIFTS					
450	2191	WAREHOUSE FORKLIFT 6000LB PNEU LP	$235	$595	$1,331
POWER GENERATION - PORTABLE					
500	1045	4KW SILENT PORTABLE GENERATOR GAS	$70	$265	$563
TRENCH SHORING					
310	1005	MANHOLE BOX 2FTX8FTX8FT	$25	$125	$365
310	1010	MANHOLE BOX 4FTX10FTX10FT	$60	$299	$900
310	1020	MANHOLE BOX 4FTX8FTX8FT	$50	$252	$735
310	1035	MANHOLE BOX 8FTX10FTX10FT	$141	$561	$1,665
310	1040	MANHOLE BOX 8FTX8FTX8FT	$77	$384	$1,092
310	1045	MANHOLE BOX PLYWOOD 4FTX8FTX6-8FT	$43	$214	$608
310	1055	MANHOLE BOX PLYWOOD 8FTX8FTX6-8FT	$48	$238	$675
310	1070	MANHOLE BOX 6FTX10FTX10FT	$80	$321	$911
310	1124	SHEETING GUIDE FRAME 24FT	$456	$912	$2,160
310	1150	SHEETING GUIDE FRAME ADAPTER	$166	$333	$790
310	1175	SHACKLE GROUND RELEASE 12 TON W/2 TAGLIN	$122	$243	$575
310	2000	SHIELD 4FTX10FTX4IN	$73	$292	$831
310	2005	SHIELD 4FTX12FTX4IN	$48	$238	$675

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRENCH SHORING					
310	2010	SHIELD 4FTX16FTX4IN	$73	$366	$1,040
310	2015	SHIELD 4FTX20FTX4IN	$86	$428	$1,215
310	2020	SHIELD 4FTX24FTX6IN	$113	$565	$1,607
310	2025	SHIELD 6FTX12FTX4IN	$57	$285	$810
310	2030	SHIELD 6FTX16FTX4IN	$81	$404	$1,148
310	2045	SHIELD 6FTX24FTX6IN	$124	$618	$1,855
310	2046	SHIELD 8FTX8FTX4IN	$110	$380	$1,080
310	2048	SHIELD 8FTX10FTX4IN	$110	$380	$1,080
310	2050	SHIELD 8FTX12FTX4IN	$110	$380	$1,080
310	2055	SHIELD 8FTX16FTX4IN	$115	$470	$1,337
310	2060	SHIELD 8FTX20FTX4IN	$120	$570	$1,620
310	2061	SHIELD 8FTX20FTX6IN	$308	$687	$1,730
310	2070	SHIELD 8FTX24FTX6IN	$163	$817	$2,322
310	2073	SHIELD 10FTX10FTX4IN	$120	$523	$1,485
310	2075	SHIELD 10FTX12FTX4IN	$120	$523	$1,485
310	2080	SHIELD 10FTX12FTX6IN	$120	$523	$1,485
310	2085	SHIELD 10FTX16FTX4IN	$132	$660	$1,877
310	2086	SHIELD 10FTX16FTX6IN	$151	$755	$2,147
310	2090	SHIELD 10FTX20FTX4IN	$151	$755	$2,147
310	2091	SHIELD 10FTX20FTX6IN	$185	$926	$2,500
310	2095	SHIELD 10FTX24FTX6IN	$185	$926	$2,500
310	2300	END PANEL SHIELD 6FTX8FT	$40	$161	$455
310	4010	SHIELD 8FTX10FT ALUMINUM SOLID	$199	$397	$1,129
310	4015	SHIELD 8FTX12FT ALUMINUM SOLID	$214	$428	$1,295
310	4020	SHIELD 8FTX8FT ALUMINUM SOLID	$171	$342	$972
310	4035	SHIELD 6FTX12FT ALUMINUM CORRUGATED	$162	$323	$918
310	4045	SHIELD 6FTX8FT ALUMINUM CORRUGATED	$114	$228	$648
310	4055	SHIELD 8FTX10FT ALUMINUM CORRUGATED	$181	$361	$1,026
310	4060	SHIELD 8FTX12FT ALUMINUM CORRUGATED	$214	$428	$1,215
310	4070	SHIELD 8FTX8FT ALUMINUM CORRUGATED	$180	$359	$1,075
310	4105	SHIELD ARCH	$57	$285	$810
310	4195	TEST PIPE PLUG 8-16IN	$35	$70	$210
310	4200	TEST PIPE PLUG 12-18IN	$40	$76	$216
310	4205	TEST PIPE PLUG 12-24IN	$57	$107	$306
310	4210	TEST PIPE PLUG 15-30IN	$81	$154	$497
310	4225	TEST PIPE PLUG 20-36IN	$110	$219	$680
310	4235	PIPE VAC TEST PLUG 24-30IN	$79	$150	$427
310	4240	TEST PIPE PLUG 24-48IN	$155	$299	$851
320	2065	STEEL PLATE 4FTX8FTX1IN	$4	$21	$84
320	2100	STEEL PLATE 6FTX10FTX1IN	$6	$28	$112
320	2155	STEEL PLATE 8FTX12FTX1IN	$9	$47	$188
320	2185	STEEL PLATE 8FTX16FTX1.5IN	$20	$102	$408

OMNIA GOLD 2024

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AFFECTED REGIONS / BRANCHES

US National (Excluding Hawaii, North Dakota & Greater Permian)

EFFECTIVE DATES: FROM: 11/20/2023 THROUGH: 10/31/2024 **Pricing Schedule #: 21503**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH

ADDITIONAL INFORMATION / TERMS:

Mileage allowances and fees will default to the standard policy at the supplying branch.

BILLING: 30 Day

DELIVERY: $125 per hour, per truck load, each way. Tolls and permits not included.

Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.

Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.

FUEL: Refueling service Herc branch posted charges will apply if refueling is required during or at the end of the rental

ADDITIONAL INFO: Customer to be exempt from Emissions and Environmental Surcharge.

Customer to be exempt from Vehicle Licensing Fee.

Customer to be exempt from Transportation Services Surcharge.

Training
Material Handling and Aerial Work Platforms - $150 per student.
ProControl training will be provided at no charge

Loss of Use
Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.

Cleaning
For appropriate and supportable cleaning charges, cleaning will be $50 per hour and parts (decals) at cost plus 20% if customer is unable to self-perform this task in the event the equipment encountered harsh environments

Set Up Fee
Equipment Set Up Fees - Solutions
Herc Personnel - Posted Shop Labor Rate
Herc Personnel Overtime - Posted Shop Labor Rate times 1.5

Damage Charges
Labor - Posted Shop Labor rate
Parts - Cost plus 20%
Outside labor and repairs - Cost plus 20% for all 3rd party charges
GPS - $40 per unit for telematics if requested by customer

Rental Protection Plan
Herc offers Rental Protection Plan services either when a customer does not possess insurance, or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental

Herc Personnel
Standard Hours - Posted Shop Labor Rate

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Overtime Hours - Posted Shop Labor Rate times 1.5
Outside Personnel - Cost Plus 20%

Taxes--any Government mandated charges will be applied as required

Preventive Maintenance (PM)
In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of $1-$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.

Over Meter/Allotted Hours of Use

Daily Rental Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals
Weekly Rental Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals
Monthly RentalStandard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals

Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate
Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage

Re-rent - Herc provides additional equipment procurement services when required by customer. Cost plus 20% for all 3rd party charges. Customer approval will be required for all re-rents that will be charged at cost plus 20%.

CUSTOMER NUMBERS

CUSTOMER NAME	CUSTOMER NUMBER
VARIOUS	VARIOUS

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CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH

Omnia Gold 2024

Signature: _____

[Sign Name]

Name: _____

[Print Name]

Title: _____

Date: _____

Herc Rentals Inc.

Signature: _____

[Sign Name]

Name: Jason Oosterbeek

[Print Name]

Title: Vice President

Date: _____

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Certificates of coverage provide documentation of liability and workers' compensation coverage, and are commonly issued to third parties such as individuals, vendors, companies, schools, and other agencies. Proof of Coverage, and Certificates of Coverage that name a third party as a Covered Party (commonly referred to as an Additional Insured), are typically generated within three business days after receiving all needed information from the member. To determine which type of certificate you need, please review the information provided to you by the organization requesting coverage from you. If the organization requires only proof that your City has coverage, check the box for "Proof of coverage only." If the organization has asked that you name them "Additional Insured," select the "Additional Covered Party" option.

Requests to name a third party a "Covered Party" under the Memorandum of Coverage should only be requested when required under contract. Members should thoroughly review the contract before executing to ensure they are not agreeing to coverage that is more extensive than that offered through the memorandum of coverage. To obtain either proof of coverage or a certificate of coverage, complete the form and click the Submit button below.

Member Information

City: South Gate

Requested by: Thurman Green Email: tgreen@sogate.org

Phone: 323-357-5877

Is this proof/extension of coverage required by contract? Yes: ☑ No: ☐

Party Requesting Coverage Information

Party Requesting Coverage: HERC PROSOLUTIONS

Party Requesting Coverage Address: 22422 S. ALAMEDA ST

City: CARSON

State: CA

Zip Code: 90810

Party Requesting Coverage Contact: N/A Email: N/A

Description of Activity

This agreement is for the rental and installation of a Portable A/C unit to be installed in several City-owned locations. I was informed that PW will be renting 4 units.

Coverage Start and End Dates

Start Date: Note: Summer Months

Start Time: N/A

End Date: N/A

End Time: N/A

Coverage Type

Proof of Coverage Only: ☑

Additional Covered Party: ☑

Liability: ☑

Limit requested: See sample agreement

Certificates will be issued with $1 million per occurrence limits. If higher limits are required, please provide additional comments in the comments section below.

Workers' Compensation: ☐

Limit requested: See sample agreement

All requests for evidence of your agency's participation in the ICRMA Property, Crime or Auto Physical Damage Programs should be directed to Ron Green at Arthur J. Gallagher. He can be reached at (415) 536-8432 or Ron_Green@ajg.com. Since these Programs are traditional commercial insurance programs, the broker must make amendatory endorsements to the policy, i.e., adding a Loss Payee, additions and deletions to the property schedule, etc. If your agency does not participate in the ICRMA programs for these coverages, please contact your property broker for evidences of property coverage.

Please provide any additional comments about your coverage request.

Property Damage Coverage may also be required

SUBMIT

Office of the
South Gate City Clerk

JUL 02 2024

FILED 5:50 PM

WARRANT REGISTER FOR COUNCIL MEETING 7/9/2024

PART I

apChkLst
06/19/2024 10:56:14AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106315	6/19/2024	00003529	AT&T	960-449-6558 - 06	6/1/2024	BILLING PRD- JUNE 2024	222.55	222.55
	Voucher:							
106316	6/19/2024	0010017	ENTERPRISE FM TRUST	FBN5063209	6/5/2024	LEASE FOR DB VEH-2019 JEEP (	3,239.76	
	Voucher:			FBN5063033	6/5/2024	LEASE FOR ADMIN VEH- 2018 OI	1,203.86	4,443.62
106317	6/19/2024	00004934	GAS COMPANY	115 800 9600 3 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	7,157.23	
	Voucher:			113 798 0353 6 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	5,652.62	
				013 900 7300 3 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	644.80	
				186 100 7200 3 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	259.97	
				134 700 9400 7 06	6/11/2024	BILLING PRD- 05/08/24-06/07/24	73.53	
				049 200 7902 9 06	6/13/2024	BILLING PRD- 05/10/24-06/11/24	62.52	
				102 000 8100 7 06	6/11/2024	BILLING PRD- 05/08/24-06/07/24	50.93	
				094 300 7500 3 06	6/14/2024	BILLING PRD- 05/13/24-06/12/24	50.00	
				132 600 9400 1 06	6/12/2024	BILLING PRD- 05/08/24-06/07/24	40.39	
				130 500 9400 5 06	6/11/2024	BILLING PRD- 05/08/24-06/07/24	34.36	
				045 400 7300 6 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	26.34	
				126 300 9600 1 06	6/12/2024	BILLING PRD- 05/09/24-06/10/24	15.78	14,068.47
106318	6/19/2024	00004869	GOLDEN STATE WATER COMPAN	33744100000 - 05	6/12/2024	BILLING PRD- 05/02/24 -06/04/24	355.87	
	Voucher:			73744100006 - 05	6/7/2024	BILLING PRD- 05/02/24 -06/04/24	244.58	
				29007447310 - 05	6/6/2024	BILLING PRD- 05/06/24 -06/05/27	98.30	
				32809400008 - 05	6/5/2024	BILLING PRD- 05/02/24 -06/04/24	56.35	755.10
106319	6/19/2024	00002735	ROADLINE PRODUCTS, INC. USA	18832	7/20/2023	MOTOR PUMPS FOR 3 NEW GR/	6,063.75	
	Voucher:			19291	12/1/2023	MOTOR PUMPS FOR 3 NEW GR/	6,063.75	
				19430	1/24/2024	MOTOR PUMPS FOR 3 NEW GR/	6,063.75	18,191.25
106320	6/19/2024	00004865	SO CALIF EDISON	6/18/24	6/18/2024	BILLING PERIOD - MAY-JUNE 202	38,254.30	38,254.30
	Voucher:							

Sub total for BANK OF THE WEST: 75,935.29

6 checks in this report.

Grand Total All Checks: 75,935.29

Item No. 11

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106321	6/6/2024	00000437	AFLAC	Ben332588	6/20/2024	AMERICAN FAMILY LIFE INS.: PA'	386.88	386.88
	Voucher:							
106322	6/6/2024	0012107	CALIFORNIA STATE DISBURSEMI	Ben332592	6/20/2024	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
	Voucher:							
106323	6/6/2024	00002138	FRANCHISE TAX BOARD	Ben332590	6/20/2024	GARNISHMENT - FRANCHISE TA	400.00	400.00
	Voucher:							
							Sub total for BANK OF THE WEST:	1,086.87

3 checks in this report.

Grand Total All Checks: 1,086.87

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106324	6/26/2024	0012885	CANON FINANCIAL SERVICES, IN	32352913	4/8/2024	04/14/24-5/16/24 - MONTHLY LEA	1,558.72	
	Voucher:			32678333	5/22/2024	LATE FEE FOR LEASE - CONTRA	141.38	
				33190200	6/17/2024	LATE FEE FOR LEASE - CONTRA	141.38	
				32455735	4/22/2024	MONTHLY LEASE-CONTRACT # 8	141.38	
				32294047	3/25/2024	LATE FEE FOR LEASE - PD CON	30.66	
				32445848	4/20/2024	LATE FEE FOR LEASE - PD CON	30.66	
				32464835	4/25/2024	LATE FEE FOR LEASE - PD CON	30.66	2,074.84
106325	6/26/2024	00004934	GAS COMPANY	189 300 9500 7-06	6/17/2024	BILLING PRD- 06/14/24-06/13/24	1,526.85	
	Voucher:			083 407 6536 4-06	6/20/2024	BILLING PRD- 05/17/24-06/18/24	18.80	1,545.65
106326	6/26/2024	00004869	GOLDEN STATE WATER COMPAN	33744100000 - 5/2	6/19/2024	BILLING PRD- 05/02/24 -06/04/24	946.00	
	Voucher:			53744100008 - 05/	6/13/2024	BILLING PRD- 05/02/24 -06/04/24	244.58	
				63744100007 - 05/	6/13/2024	BILLING PRD- 05/02/24 -06/04/24	244.58	1,435.16
106327	6/26/2024	00004865	SO CALIF EDISON	06/25/2024	6/25/2024	BILLING PERIOID- MAY-JUN 2024	59,010.28	59,010.28
	Voucher:							

Sub total for BANK OF THE WEST: 64,065.93

4 checks in this report.

Grand Total All Checks: 64,065.93

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106329	7/9/2024	0012670	A&R AUTO COLLISION	0492	4/29/2024	PAINT COMPLETE VEHICLE DUE	5,000.00	
	Voucher:			0496	5/24/2024	BODY REPAIR AND PAINT	500.00	5,500.00
106330	7/9/2024	00003766	ABEL GLASS & SCREEN	33516	5/7/2024	SPECIALTY HARDWARE ITEMS	199.61	199.61
	Voucher:							
106331	7/9/2024	00001467	ADMINISTRATIVE SERV. CO-OP	18617	3/31/2024	3/11/24-3/13/24 - FIESTA TAXI- FO	858.03	
	Voucher:			240517	5/31/2024	MAY 2024 - TO PROVIDE PHONE-	59,356.09	60,214.12
106332	7/9/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	96447	6/5/2024	PESTICIDES - FERTILIZERS & PE	833.61	833.61
	Voucher:							
106333	7/9/2024	00004372	AIRGAS USA, LLC	9150047649	5/20/2024	DISTRIBUTATION OF SPECIALTY	259.21	
	Voucher:			9149466857	5/1/2024	DISTRIBUTATION OF SPECIALTY	226.26	485.47
106334	7/9/2024	0011325	ALAN'S LAWN & GARDEN CENTE	28699	5/30/2024	CARRY LARGE SUPPLY OF IRRI(	42.68	42.68
	Voucher:							
106335	7/9/2024	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1091893	5/29/2024	CHINA HAT LIGHTS AROUND SEI	12,046.47	
	Voucher:			0946-1091891	5/29/2024	DECORATIVE PEDESTRIAN SIDE	36,181.85	
				0946-1091557	5/28/2024	ELECTRICAL EQUIPMENT, MATE	1,984.50	
				0946-1091556	5/28/2024	ELECTRICAL EQUIPMENT, MATE	1,984.50	
				0946-1088907	4/30/2024	ELECTRICAL EQUIPMENT, MATE	1,570.62	
				0946-1091507	5/23/2024	ELECTRICAL EQUIPMENT, MATE	1,968.36	
				0946-1089159	5/16/2024	ELECTRICAL EQUIPMENT, MATE	606.38	
				0946-1091506	5/23/2024	ELECTRICAL EQUIPMENT, MATE	1,968.36	
				0946-1091508	5/23/2024	ELECTRICAL EQUIPMENT, MATE	1,968.36	
				0946-1091509	5/23/2024	ELECTRICAL EQUIPMENT, MATE	1,968.36	
				0946-1090996	5/22/2024	STREET LIGHT TRAFFIC CABLES	542.43	
				0946-1091892	5/29/2024	STREET LIGHT TRAFFIC CABLES	27,978.14	
				0946-1091513	5/29/2024	STREET LIGHT CABLE FOR WIRI	14,883.75	105,652.08
106336	7/9/2024	00000706	ALTEC INDUSTRIES, INC.	51434780	5/16/2024	PARTS & LABOR. LIFT TRUCK &	1,422.69	
	Voucher:			51424231	4/30/2024	REPAIR ARTICULATING ARM ISO	4,956.85	
				51435293	5/17/2024	PARTS & LABOR. LIFT TRUCK &	1,472.68	7,852.22
106337	7/9/2024	00000018	AMERICAN RENTAL INC.	553622	3/27/2024	MISC EQUIPMENT RENTAL	343.05	343.05
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106338	7/9/2024	00003098	AMERINAT	LPM-23-001771	7/31/2023	LOAN SERVICING - HOUSING	244.20	
	Voucher:			LPM-23-002035	9/1/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-002299	10/3/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-002564	11/3/2023	LOAN SERVICING - HOUSING	241.40	
				LPM-23-002828	12/6/2023	LOAN SERVICING - HOUSING	241.40	
				LPM-23-003074	1/4/2024	LOAN SERVICING - HOUSING	241.40	
				LPM-24-000172	2/5/2024	LOAN SERVICING - HOUSING	241.40	
				LPM-24-000399	3/5/2024	LOAN SERVICING - HOUSING	232.05	
				LPM-22-002879	12/6/2022	LOAN SERVICING - HOUSING	255.40	
				LPM-22-003142	1/4/2023	LOAN SERVICING - HOUSING	247.00	
				LPM-23-000189	2/3/2023	LOAN SERVICING - HOUSING	261.50	
				LPM-23-000452	2/28/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-000715	3/31/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-000979	4/30/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-001243	5/31/2023	LOAN SERVICING - HOUSING	244.20	
				LPM-23-001507	6/30/2023	LOAN SERVICING - HOUSING	261.50	3,932.45
106339	7/9/2024	0009798	ANIMAL FRIENDS PET HOTEL	521741	5/23/2024	K-9 VETERINARY SERVICES	986.75	986.75
	Voucher:							
106340	7/9/2024	00005075	AT&T	21709244	5/13/2024	04/13/2024-05/12/2024: BAN 9391	741.07	
	Voucher:			21709246	5/13/2024	04/13/2024-05/12/2024: BAN 9391	1,031.88	
				21709247	5/13/2024	04/13/2024-05/12/2024: BAN 9391	1,148.70	
				21709248	5/13/2024	04/13/2024-05/12/2024: BAN 9391	20.39	
				21709249	5/13/2024	04/13/2024-05/12/2024: BAN 9391	138.95	
				21709251	5/13/2024	04/13/2024-05/12/2024: BAN 9391	29.12	
				21709418	6/1/2024	05/1/2024-05/31/2024: BAN 93910	1,607.36	
				21788305	6/1/2024	05/1/2024-05/31/2024: BAN 93910	55.13	
				21792083	6/1/2024	05/1/2024-05/31/2024: BAN 93910	1,756.39	6,528.99
106341	7/9/2024	0010585	AUTOZONE STORES, INC.	5488511028	6/10/2024	AUTO PART FOR UNIT #618	47.40	
	Voucher:			5488511035	6/10/2024	AUTO PART FOR UNIT #618	31.96	
				5488506788	6/6/2024	AUTO PART FOR UNIT #132	7.27	
				5488476069		CRDIT INVOICE# 5488462439	-20.94	
				5488452918		CREDIT INVOICE# 5488434301	-77.18	
				5488513119	6/12/2024	AUTO PARTS	31.41	19.92
106342	7/9/2024	0011336	AVANT-GARDE INC.	10257	4/30/2024	PSA WITH AVANT GARDE, INC AF	700.00	
	Voucher:			10295	5/14/2024	PSA WITH AVANT GARDE, INC AF	35.00	735.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106343	7/9/2024	0010615	BEARCOM	5726204	5/8/2024	THRU 2/28/24 -TEMPORARY DISI	7,280.00	
	Voucher:			5737650	6/3/2024	JUN 2024 - ANNUAL MAINTENAN	1,940.76	
				5737647	6/3/2024	JUN 2024 - ANNUAL MAINTENAN	342.88	
				5737657	6/3/2024	ANNUAL MAINTENANCE OF RAD	205.51	
				5737653	6/3/2024	JUN 2024 - ANNUAL MAINTENAN	348.21	
				5707316	3/28/2024	THRU 2/28/24 -TEMPORARY DISI	9,792.25	19,909.61
106344	7/9/2024	0013237	BLUE VIOLET NETWORKS, LLC	75194	8/30/2023	BLUE VIOLET SUPPORT CALL IN	2,025.00	2,025.00
	Voucher:							
106345	7/9/2024	0013995	CALIFORNIA BARRICADE, INC	86269	6/3/2024	TWEEDY MILE STREET FAIR 202	14,995.40	14,995.40
	Voucher:							
106346	7/9/2024	0012885	CANON FINANCIAL SERVICES, IN	32764263	6/8/2024	06/17/2024-07/16/2024 - PD CONT	1,558.72	
	Voucher:			32841245	6/11/2024	06/20/2024-07/19/2024 - PD CONT	337.98	1,896.70
106347	7/9/2024	0014612	CARRERA, LINDA	Ref000332424	6/5/2024	UB REFUND CST #00054282 - 10:	176.36	176.36
	Voucher:							
106348	7/9/2024	0014155	CELEDON'S EXERCISE EQUIPME	1062	4/19/2024	FITNESS EQUIPMENT REPAIRS	755.00	
	Voucher:			1055	4/11/2024	FITNESS EQUIPMENT REPAIRS	969.71	1,724.71
106349	7/9/2024	0006239	CENTRAL FORD	45117	6/12/2024	AUTO PARTS FOR UNIT #196	900.12	
	Voucher:			44845	6/10/2024	AUTO PARTS FOR UNIT #618	5.42	
				45031	6/10/2024	AUTO PARTS FOR UNIT #197	72.00	
				45032	6/11/2024	AUTO PARTS FOR UNIT #196	72.00	
				46492	6/3/2024	REPAIRS ON UNIT#186	340.04	
				44836	6/6/2024	AUTO PARTS FOR UNIT #618	7.17	1,396.75
106350	7/9/2024	0005839	CHAMPION CHRYSLER JEEP DOI	710585	6/3/2024	AUTO PART FOR UNIT #167	126.72	126.72
	Voucher:							
106351	7/9/2024	0012980	CHARTER COMMUNICATIONS	0008335060124	6/1/2024	ACCT# 8448 30 017 0008335 - JUI	161.26	161.26
	Voucher:							
106352	7/9/2024	00004302	CINTAS UNIFORM SERVICES	4187386117	3/25/2024	SHOP TOWEL CLEANING SERVI(	47.32	
	Voucher:			4196013219	6/17/2024	SHOP TOWEL CLEANING SERVI(	47.32	94.64
106353	7/9/2024	0013707	CITY OF BELL	2024-40	3/6/2024	REIMBURSEMENT FOR SHELTEI	7,716.00	7,716.00
	Voucher:							
106354	7/9/2024	00005090	CITY OF PARAMOUNT	5/22/2024 WATER	5/22/2024	3/12/24-5/13/24 13652 GARFIELD	83.32	83.32
	Voucher:							
106355	7/9/2024	0011708	CLIENTFIRST TECHNOLOGY, COI	16818	5/31/2024	MAY 2024 - ENTERPRISE RESOL	1,977.50	
	Voucher:			16733	5/31/2024	MAY 2024 - IT PROJECT MANAGI	14,051.25	16,028.75

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106356	7/9/2024	0013322	COLUMBIA CAPITAL MANAGEMEI	241000005	5/21/2024	APRIL 2024 - INVESTMENT MAN/	2,000.00	2,000.00
	Voucher:							
106357	7/9/2024	0011922	CONCENTRA MEDICAL CENTERS	83264511	5/29/2024	LAX COMMERCE & LAX VERNON	581.00	581.00
	Voucher:							
106358	7/9/2024	0011159	CONSERVATION CORPS OF	8384	4/30/2024	APR 2024 - ARPA- CCLB EMPLOY	15,260.00	15,260.00
	Voucher:							
106359	7/9/2024	0014604	CORNEJO, MARIO	Ref000332416	6/10/2024	UB REFUND CST #00065805 - 89	167.41	167.41
	Voucher:							
106360	7/9/2024	0009390	D.C. DRILLING, INC	7817	5/30/2024	HORIZONTAL DRILLING TO REP/	3,800.00	
	Voucher:			7834	5/28/2024	HORIZONTAL DRILLING TO REP/	3,800.00	
				7835	5/29/2024	HORIZONTAL DRILLING TO REP/	3,800.00	11,400.00
106361	7/9/2024	00000314	DAPEER ROSENBLIT & LITVAK LL	23142	5/31/2024	05/07/2024-05/31/2024 - MUNICIP,	977.89	
	Voucher:			23143	5/31/2024	5/1/24-5/31/24 - SPECIALIZED LE	776.20	
				23144	5/31/2024	5/7/24-5/31/24 - 10618 STANFORD	1,096.50	
				23145	5/31/2024	5/1/24-5/31/24 - 9707 MADISON A	1,130.69	3,981.28
106362	7/9/2024	0005392	DAVID VOLZ DESIGN	422792	6/12/2024	THRU 5/31/24 - DESIGNS FOR TH	1,415.00	1,415.00
	Voucher:							
106363	7/9/2024	0009594	DEKRA-LITE	ARINV022582	4/8/2024	ANNUAL MAINTENANCE OF DEC	25,611.00	25,611.00
	Voucher:							
106364	7/9/2024	0014615	DGS	1570870	6/18/2024	ADMINSTRATIVE JUDGE SERVIC	279.75	
	Voucher:			1576248	6/18/2024	ADMINSTRATIVE JUDGE SERVIC	279.75	559.50
106365	7/9/2024	0014608	DIAZ, MARCO	Ref000332420	6/5/2024	UB REFUND CST #00065619 - 10	121.33	121.33
	Voucher:							
106366	7/9/2024	0006821	DIV. OF THE STATE ARCHITECT	DSA QUARTER #	3/1/2024	DSA QUARTER # 1 2024 FEES	204.40	204.40
	Voucher:							
106367	7/9/2024	00003777	DON MILLER & SONS PLUMBING	398979	4/29/2024	SPORTS CENTER & POOL	1,163.25	
	Voucher:			398982A	5/1/2024	POLICE PLUMBING PARTS	881.89	
				399671		CREDIT INVOICE# 398982	-881.89	1,163.25
106368	7/9/2024	00000175	DOOLEY ENTERPRISES, INC.	68094	6/6/2024	9MM 115GR FULL METAL JACKET	5,861.60	5,861.60
	Voucher:							
106369	7/9/2024	0010903	DOTY BROS. CONSTRUCTION C	85312	5/31/2024	INSTALL BALL VALVE TO STOP B	6,429.00	6,429.00
	Voucher:							
106370	7/9/2024	00000791	EMP: CAMPANA, WILLIAM	CA BUILD OFCLS	6/26/2024	REIMB: MILAGE & ACCOMODATI	862.19	862.19
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106371	7/9/2024	0013810	EXECUTIVE MANAGEMENT, SECI	24-348	6/7/2024	5/19/24-6/1/24 - SECURITY SERVI	7,353.75	7,353.75
	Voucher:							
106372	7/9/2024	00000619	FALCON FUELS, INC.	72471	6/10/2024	REGULAR UNLEADED 10% ETH I	5,636.48	
	Voucher:			72488	6/10/2024	REGULAR UNLEADED 10% ETH I	4,647.70	
				72487	6/10/2024	RD 99 CLEAR DIESEL & SALES T	5,149.81	
				72232	6/3/2024	RD 99 CLEAR DIESEL & SALES T	5,112.28	
				72589	6/12/2024	REGULAR UNLEADED 10% ETH I	11,284.28	31,830.55
106373	7/9/2024	00002026	FEDERAL EXPRESS CORPORATI	8-523-09711	6/7/2024	FEDEX FIRST OVER NIGHT SER\	135.80	
	Voucher:			8-439-68470	3/15/2024	FEDEX STANDARD OVERNIGHT	14.99	
				8-460-48471	4/5/2024	FEDEX FIRST OVERNIGHT	67.90	218.69
106374	7/9/2024	00003770	FLEMING ENVIRONMENTAL INC.	21436	6/12/2024	PW FUEL SITE REPAIR 6/3/24	1,189.72	
	Voucher:			21381	6/5/2024	FUEL TANKS INSPECTIONS 5/28/	819.75	2,009.47
106375	7/9/2024	0013821	FOUNTAINHEAD CONSULTING, C	2023-10-SOUTH G	11/16/2023	OCT 2023 CONSTRUCTION MAN.	13,570.00	13,570.00
	Voucher:							
106376	7/9/2024	0010016	GLOBAL PARATRANSIT INC.	112324-11	6/10/2024	MAY 2024 - SVCS FOR FIXED RO	57,257.37	57,257.37
	Voucher:							
106377	7/9/2024	00002890	GRAINGER	9110938355	5/7/2024	CITY HALL ADMIN CARPET THRE	267.16	267.16
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106379	7/9/2024	00000268	HOME DEPOT CREDIT SERVICES	3372704	6/12/2024	MISC SUPPLIES	112.32	
	Voucher:			6372737	6/19/2024	MISC SUPPLIES	36.74	
				1340376	4/25/2024	GENERAL MAINTENANCE - MISC	24.55	
				8340439	5/8/2024	GENERAL MAINTENANCE - MISC	102.60	
				4372543	5/22/2024	GENERAL MAINTENANCE - MISC	183.71	
				6353085	6/19/2024	MISC SUPPLIES	174.88	
				7372734	6/18/2024	MISC SUPPLIES	102.84	
				5034238	5/31/2024	ELECTRICAL SUPPLIES	11.04	
				2372644	6/3/2024	GENERAL MAINTENANCE - MISC	67.54	
				0340515	6/5/2024	STREET SUPPLIES	120.85	
				9352990	6/6/2024	STREET SUPPLIES	21.98	
				9352985	6/6/2024	MISC SUPPLIES	122.99	
				5372693	6/10/2024	MISC SUPPLIES	207.46	
				2340368	4/24/2024	GENERAL MAINTENANCE - MISC	120.65	
				6372518	5/20/2024	GENERAL MAINTENANCE - MISC	177.50	
				6340142	3/21/2024	GENERAL MAINTENANCE - MISC	390.20	
				0360011	5/16/2024	GENERAL MAINTENANCE - MISC	102.01	
				2360008	5/14/2024	GENERAL MAINTENANCE - MISC	395.70	
				2340466	5/14/2024	GENERAL MAINTENANCE - MISC	140.42	
				1352800	5/15/2024	GENERAL MAINTENANCE - MISC	43.96	
				1352801	5/15/2024	GENERAL MAINTENANCE - MISC	31.87	
				4340479	5/22/2024	WATER DEPARTMENT SUPPLIES	73.47	
				6372615	5/30/2024	GENERAL MAINTENANCE - MISC	97.67	
				6372626	5/30/2024	GENERAL MAINTENANCE - MISC	444.50	
				6372625	5/30/2024	GENERAL MAINTENANCE - MISC	21.69	
				5372137	4/1/2024	GENERAL MAINTENANCE - MISC	365.98	
				1360076	6/4/2024	MISC SUPPLIES	120.97	
				0352819	5/16/2024	GENERAL MAINTENANCE - MISC	79.49	
				3360033	5/23/2024	MISC SUPPLIES	235.50	
				2372648	6/3/2024	MISC SUPPLIES	280.38	
				1352605	4/25/2024	GENERAL MAINTENANCE - MISC	404.17	
				7352733	5/9/2024	ELECTRICAL SUPPLIES	461.56	
				7340450 5/9/2024	5/9/2024	GENERAL MAINTENANCE - MISC	49.43	
				2372462	5/14/2024	GENERAL MAINTENANCE - MISC	138.15	
				2353052	6/13/2024	MISC SUPPLIES	311.27	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				1231618	6/14/2024	MISC SUPPLIES	262.40	
				8203410		CREDIT INVOICE# 1231618	-262.40	
				8352924	5/28/2024	GENERAL MAINTENANCE - MISC	452.20	
				7360048	5/29/2024	GENERAL MAINTENANCE - MISC	148.73	
				6372628	5/30/2024	GENERAL MAINTENANCE - MISC	71.54	
				2372653	6/3/2024	GENERAL MAINTENANCE - MISC	164.30	
				2372643	6/3/2024	GENERAL MAINTENANCE - MISC	23.00	
				9372676	6/6/2024	MISC SUPPLIES	98.98	
				9352982	6/6/2024	MISC SUPPLIES	156.05	
				9360093	6/6/2024	MISC SUPPLIES	136.93	
				4353028	6/11/2024	STREET SUPPLIES	206.70	
				4360109	6/11/2024	STREET SUPPLIES	507.03	7,741.50
106380	7/9/2024	0013562	INTER-GRAPHICS COMPANY	INV-0000351	6/6/2024	PRINTING OF CITY'S QUARTERL	18,076.00	18,076.00
	Voucher:							
106381	7/9/2024	00000209	JHM SUPPLY , INC.	96461/3	6/11/2024	SMALL TOOLS	280.12	280.12
	Voucher:							
106382	7/9/2024	0013816	JO GO TOOLS LLC	05212446163	5/21/2024	PROVIDES AUTOMOTIVE SPECI/	154.63	
	Voucher:			05212446166	5/21/2024	PROVIDES AUTOMOTIVE SPECI/	113.56	
				05212446167	5/21/2024	PROVIDES AUTOMOTIVE SPECI/	15.41	283.60
106383	7/9/2024	0011585	JOHNSON CONTROLS FIRE	24088190	4/26/2024	FIRE SUPPRESSION SYSTEM S\	215.00	215.00
	Voucher:							
106384	7/9/2024	0014606	KALLINI, RAFAAT	Ref000332418	6/10/2024	UB REFUND CST #00065267 - 81(	186.84	186.84
	Voucher:							
106385	7/9/2024	00003387	KNORR SYSTEMS, INC.	234546	5/3/2024	POOL SUPPLIES	2,143.73	
	Voucher:			234999	5/8/2024	POOL SUPPLIES	2,143.73	
				235323	5/13/2024	POOL SUPPLIES	2,143.73	
				236871	5/29/2024	POOL SUPPLIES	158.50	6,589.69
106386	7/9/2024	0007294	KOA CORPORATION	JC11148-23	5/7/2024	2/24/24-4/26/24 PROFESSIONAL I	22,254.30	22,254.30
	Voucher:							
106387	7/9/2024	0012590	LA TRUCK & AUTO INC, NAPA AU	6265-293873	6/10/2024	AUTOMOTIVE PARTS	276.67	276.67
	Voucher:							
106388	7/9/2024	00001478	LAKESHORE	087937	5/30/2024	SUPPLIES FOR QUARTERLY TOT	651.75	651.75
	Voucher:							
106389	7/9/2024	0014591	LAW OFFICES OF GERALD L MAF	WOODWARD SET	6/13/2024	PAYMENT PER SETTLEMENT AG	35,000.00	35,000.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106390	7/9/2024	00000488	LINDE GAS & EQUIPMENT INC.	42425583	4/23/2024	SPECIALTY POOL PARTS	133.97	
	Voucher:			42790543	5/8/2024	SPECIALTY POOL PARTS	101.47	235.44
106391	7/9/2024	0013343	LITTLEJOHN COMMUNICATIONS,	06012024	6/3/2024	MAY 2024 - SERVICES FOR INMA	100.00	100.00
	Voucher:							
106392	7/9/2024	0014605	LOPEZ, FELIPE	Ref000332417	6/10/2024	UB REFUND CST #00065444 - 84	179.71	179.71
	Voucher:							
106393	7/9/2024	0014058	LOS ANGELES DETECTION, SYS	24-072	5/1/2024	MONITORING AND TESTING SEF	2,880.00	2,880.00
	Voucher:							
106394	7/9/2024	0014594	LP, VIVI PROPERTIES	Ref000332406	6/10/2024	UB REFUND CST #00062972 - 34	12.04	12.04
	Voucher:							
106395	7/9/2024	0014595	LP, VIVI PROPERTIES	Ref000332407	6/10/2024	UB REFUND CST #00062965 - 84	32.96	32.96
	Voucher:							
106396	7/9/2024	0014596	LP, VIVI PROPERTIES	Ref000332408	6/10/2024	UB REFUND CST #00062974 - 81	61.17	61.17
	Voucher:							
106397	7/9/2024	0014597	LP, VIVI PROPERTIES	Ref000332409	6/10/2024	UB REFUND CST #00062973 - 37	64.61	64.61
	Voucher:							
106398	7/9/2024	0014599	LP, VIVI PROPERTIES	Ref000332411	6/10/2024	UB REFUND CST #00062971 - 34	93.51	93.51
	Voucher:							
106399	7/9/2024	0014600	LP, VIVI PROPERTIES	Ref000332412	6/10/2024	UB REFUND CST #00062967 - 84	138.58	138.58
	Voucher:							
106400	7/9/2024	0014601	LP, VIVI PROPERTIES	Ref000332413	6/10/2024	UB REFUND CST #00062966 - 81	151.24	151.24
	Voucher:							
106401	7/9/2024	0014602	LP, VIVI PROPERTIES	Ref000332414	6/10/2024	UB REFUND CST #00062968 - 81	156.12	156.12
	Voucher:							
106402	7/9/2024	0014607	LP, VIVI PROPERTIES	Ref000332419	6/10/2024	UB REFUND CST #00062969 - 81	330.20	330.20
	Voucher:							
106403	7/9/2024	00003941	M. HARA LAWNMOWER CENTER	50626	6/11/2024	STREET EQUIPMENT PART	12.32	
	Voucher:			543035	5/13/2024	REBUILD TOP END ON STREETS	614.99	627.31
106404	7/9/2024	0014611	MARIA, SANCHEZ MONTOYA	Ref000332423	6/5/2024	UB REFUND CST #00065635 - 93	160.25	160.25
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106405	7/9/2024	00004060	MCMASTER-CARR SUPPLY CO	27960654	6/3/2024	JAIL AREA ANTISLIP TAPE	93.34	
	Voucher:			27157535	5/16/2024	WELDING CABLE FOR UNIT 615	1,543.70	
				27104994	5/15/2024	PLAYGROUND HARDWARE	196.36	
				27980130	6/3/2024	POOL MECHANICAL ROOM PLUI	275.74	
				27464158	5/22/2024	TAMPER PROOF BOLT SHOP INV	479.21	
				26637845	5/7/2024	WELDING SHOP EQUIPMENT	1,443.30	4,031.65
106406	7/9/2024	00004093	MELAD & ASSOCIATES	SG24-17	6/3/2024	MAY 2024 - MELAD & ASSOCIATE	5,400.00	
	Voucher:			SG24-18	6/3/2024	MAY 2024 - MELAD & ASSOCIATI	150.00	
				SG24-16	6/3/2024	MAY 2024 - MELAD & ASSOCIATE	6,960.00	
				SG24-19	6/3/2024	MAY 2024 - MELAD & ASSOCIATE	5,918.20	18,428.20
106407	7/9/2024	0014517	MIDNIGHT PLUMBING LLC	2350	5/24/2024	POLICE DEPARTMENT BASEMEI	2,300.00	2,300.00
	Voucher:							
106408	7/9/2024	0014598	MOJARRO, GENEVIEVE	Ref000332410	6/10/2024	UB REFUND CST #00065477 - 10:	66.60	66.60
	Voucher:							
106409	7/9/2024	0007720	MRI SOFTWARE, LLC.	MRIUS1978078	5/29/2024	MRI SOFTWARE-WLC OPENING	1,250.00	1,250.00
	Voucher:							
106410	7/9/2024	0009426	MV CHENG & ASSOCIATES, INC.	5/31/2024G	6/10/2024	MAY 2024 - SR. ACCOUNTANT LE	4,968.75	4,968.75
	Voucher:							
106411	7/9/2024	0011779	NACHO AUTOMOTIVE REPAIR, IN	37438	6/6/2024	VEHICLE SMOG INSPECTION & F	40.00	
	Voucher:			37471	6/12/2024	VEHICLE SMOG INSPECTION & F	40.00	80.00
106412	7/9/2024	0012286	NATIONWIDE ENVIRONMENTAL,	34067	6/15/2024	JUN 2024 - AGREEMENT FOR ST	64,655.38	64,655.38
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106414	7/9/2024	00001414	OFFICE DEPOT	367350685001	5/15/2024	OFFICE SUPPLIES	57.87	
	Voucher:			368050164001	5/23/2024	TONER	205.05	
				368056766001	5/28/2024	OFFICE SUPPLIES & TONER	925.07	
				368056780001	5/23/2024	OFFICE SUPPLIES	136.69	
				368056784001	5/28/2024	PEROXIDE	2.27	
				368056792001	5/24/2024	OFFICE SUPPLIES	8.72	
				366308368001	5/9/2024	OFFICE SUPPLIES	84.89	
				365489606001		CREDIT - INVOICE# 36261720900	-239.88	
				367842858001	5/16/2024	OFFICE SUPPLIES	47.42	
				367843651001	5/16/2024	OFFICE SUPPLIES	20.44	
				364662429001	5/2/2024	OFFICE SUPPLIES	222.48	
				366491268001	5/21/2024	OFFICE SUPPLIES	175.87	
				366491268002	5/22/2024	OFFICE SUPPLIES	66.95	
				366595180001	5/21/2024	OFFICE SUPPLIES	211.53	
				368032182001	5/28/2024	OFFICE SUPPLIES	121.64	
				368034740001	5/24/2024	OFFICE SUPPLIES	127.97	
				368271935001	5/16/2024	OFFICE SUPPLIES	145.47	
				368271935002	5/21/2024	OFFICE SUPPLIES	80.69	
				369406371001	5/28/2024	OFFICE SUPPLIES	128.77	
				369408047001	5/23/2024	OFFICE SUPPLIES	63.92	
				362617209001	5/1/2024	RUGGED BOK, I-PAD CASE	239.88	
				362341471001	5/2/2024	OFFICE SUPPLIES & TONER	213.38	
				366369855001	5/13/2024	OFFICE SUPPLIES & TONER	696.89	
				368523189001	5/28/2024	OFFICE SUPPLIES	154.31	
				368523347001	5/28/2024	OFFICE SUPPLIES	191.40	
				365934818001	5/6/2024	OFFICE SUPPLIES	278.41	
				365032452001	5/2/2024	OFFICE SUPPLIES & TONER	289.33	
				365033816001	5/2/2024	OFFICE SUPPLIES	20.61	
				365403229001	5/2/2024	OFFICE SUPPLIES	115.40	
				366895486001	5/9/2024	TRAY	37.03	
				366895712001	5/9/2024	OFFICE SUPPLIES	41.24	
				366470253001	5/14/2024	OFFICE SUPPLIES	283.83	
				366470253002	5/15/2024	OFFICE SUPPLIES	10.13	
				366473368001	5/14/2024	OFFICE SUPPLIES	108.03	
				366475139001	5/14/2024	OFFICE SUPPLIES	47.84	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			369391908001	5/23/2024	CASE	26.45	
			369396550001	5/28/2024	OFFICE SUPPLIES	102.25	
			364808424001	5/10/2024	OFFICE SUPPLIES	68.34	
			362369879001	5/2/2024	OFFICE SUPPLIES	10.25	
			362369879002	5/3/2024	TONER	465.18	
			364615871001	5/9/2024	OFFICE SUPPLIES	426.77	
			367957358001	5/16/2024	OFFICE SUPPLIES	19.80	
			367958465001	5/16/2024	TONER	458.20	
			367958467001	5/15/2024	OFFICE SUPPLIES	15.42	
			365022432001	5/2/2024	OFFICE SUPPLIES & TONER	596.46	
			369408048001	5/26/2024	OFFICE SUPPLIES	120.67	
			369408049001	5/23/2024	OFFICE SUPPLIES	177.70	
			359210461001	5/2/2024	OFFICE SUPPLIES	333.65	
			362395219001	5/8/2024	OFFICE SUPPLIES	17.33	
			362403542001	5/9/2024	OFFICE SUPPLIES	35.42	
			362403570001	5/9/2024	OFFICE SUPPLIES	34.60	
			362403592001	5/13/2024	OFFICE SUPPLIES	19.21	
			362448700001	5/6/2024	MOP	16.82	8,266.06

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106415	7/9/2024	0007984	O'REILLY AUTO PARTS	3063-169257	6/5/2024	AUTO PARTS	39.98	
	Voucher:			3063-169491	6/6/2024	AUTO PARTS	20.26	
				3063-169437	6/6/2024	AUTO PARTS	20.94	
				3063-169780	6/8/2024	AUTO PARTS	96.95	
				3063-170063	6/10/2024	AUTO PARTS	77.15	
				3063-169283	6/5/2024	AUTO PARTS	15.42	
				3063-169438	6/6/2024	AUTO PARTS	4.28	
				3063-169414	6/6/2024	AUTO PARTS	9.88	
				3063-170082	6/10/2024	AUTO PARTS	352.79	
				3063-170562	6/13/2024	AUTO PARTS	29.33	
				3063-171720	6/20/2024	AUTO PARTS	16.78	
				3063-169274	6/5/2024	AUTO PARTS	8.79	
				3063-169346	6/5/2024	AUTO PARTS	26.78	
				3063-170283	6/11/2024	AUTO PARTS	75.66	
				3063-170284	6/11/2024	AUTO PARTS	237.39	
				3063-161092	4/12/2024	AUTO PARTS	104.73	
				3063-171628	6/20/2024	AUTO PARTS	109.49	
				3063-171198	6/17/2024	AUTO PARTS	44.59	
				3063-171304	6/18/2024	AUTO PARTS	57.80	
				3063-171312	6/18/2024	AUTO PARTS	28.64	
				3063-170600	6/13/2024	AUTO PARTS	52.91	
				3063-170616	6/13/2024	AUTO PARTS	44.09	
				3063-150549		CREDIT INVOICE# 3063-153161	-11.03	
				3063-155124		CREDIT	-152.69	
				3063-160820		CREDIT	-54.74	
				3063-163002		CREDIT	-63.93	
				3063-163301		CREDIT / CORE RETURN	-22.00	
				3063-168923	6/3/2024	AUTO PARTS	12.67	1,182.91
106416	7/9/2024	00004582	PARKHOUSE TIRE INC	1010982772	6/4/2024	TIRES FOR UNIT #352	482.60	482.60
	Voucher:							
106417	7/9/2024	00004713	PETTY CASH- PARKS & REC.DEP	06/03/24-6/11/202	6/11/2024	6/3/2024 SALVADOR CAMPOS - C	153.04	153.04
	Voucher:							
106418	7/9/2024	00002335	PITNEY BOWES	MAY2024-2	6/17/2024	RESERVE ACCOUNT (# 3471907(	3,000.00	3,000.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106419	7/9/2024	0012870	PK: BIBRIESCA DE ARELLANO, M	MBSPRING0624-1	6/11/2024	5/17/24-6/11/24 - STEP AEROBICS	360.00	
	Voucher:			MBSPRING0624	6/11/2024	5/16/24-6/11/24 - STEP AEROBICS	360.00	720.00
106420	7/9/2024	0011257	PK: GUILMETTE, ROBERT	RGSPRING0624	6/11/2024	5/20/24-6/12/24 - YOGA CLASSES	840.00	840.00
	Voucher:							
106421	7/9/2024	00003691	PK: LARIOS, JUAN	JLJUN0624	6/11/2024	JUNE 2024 - KARATE	712.80	712.80
	Voucher:							
106422	7/9/2024	0013797	PK: MANRIQUEZ, EYVAR	EMSPRING0624	6/11/2024	5/16/24-6/7/24 - MUAY THAI CONI	280.00	280.00
	Voucher:							
106423	7/9/2024	0014459	PK: RANGEL, VIOLETA ISAVEL	MSSPRING0624	6/11/2024	5/18/24-6/8/24 - ADULT EXERCISE	180.00	180.00
	Voucher:							
106424	7/9/2024	00003720	PK: RODRIGUEZ, BEATRIZE J	70391496	6/11/2024	MAY 2024 - OVER EASY	78.00	78.00
	Voucher:							
106425	7/9/2024	0010624	PK: SANCHEZ, MARIBEL	MSSPRING0624	6/11/2024	5/18/24-6/8/24 - ZUMBA	225.00	225.00
	Voucher:							
106426	7/9/2024	0013659	PK: SANCHEZ, ROCIO	RSSPRING0624	6/11/2024	5/15/24-6/11/24 - ZUMBA CLASSE	855.00	855.00
	Voucher:							
106427	7/9/2024	0013796	PK: YOGAWITHVANESA	VJSPRING0624	6/11/2024	5/16/24-6/10/24 - ADULT YOGA	315.00	315.00
	Voucher:							
106428	7/9/2024	00003721	PLUMBERS DEPOT INC.	PD-56226	5/28/2024	PWW TRAINING - GAPVAX/ NOZZ	2,500.00	2,500.00
	Voucher:							
106429	7/9/2024	0005368	PRINTCO DIRECT	85839	5/30/2024	(10) YARD SIGNS (CORROPLAST	639.45	639.45
	Voucher:							
106430	7/9/2024	00004741	QUALITY FENCE COMPANY INC	422024-3	5/20/2024	PAYMENT #3 - CONSTRUCTION S	176,842.50	176,842.50
	Voucher:							
106431	7/9/2024	0012962	REGIONAL TAP SERVICE CENTEI	6022711	5/31/2024	MAY 2024 LOAD STORED VALUE	1,036.80	1,036.80
	Voucher:							
106432	7/9/2024	0014609	RIVERA, MARCELA	Ref000332421	6/5/2024	UB REFUND CST #00056568 -99:	148.10	148.10
	Voucher:							
106433	7/9/2024	0014614	RODRIGUEZ, JOSE	Ref000332426	6/5/2024	UB REFUND CST #00049369 - 30:	202.26	202.26
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106434	7/9/2024	0007637	RSG, INC	I011852	4/30/2024	103050 PARAMOUNT BLVD PRE I	2,353.75	
	Voucher:			I011499	1/31/2024	3500-3506 TWEEDY BLVD PROFE	135.00	
				I011615	2/29/2024	3500-3506 TWEEDY BLVD PROFE	45.00	
				I011684	3/31/2024	3500-3506 TWEEDY BLVD PROFE	45.00	
				I011210	11/30/2023	ADMINISTRATIVE ALLOCATION I	1,851.25	
				I011614	2/29/2024	ADMINISTRATIVE ALLOCATION I	1,215.00	
				I011855	4/30/2024	ADMINISTRATIVE ALLOCATION I	258.75	
				I011683	3/31/2024	ADMINISTRATIVE ALLOCATION I	585.00	
				I011498	1/31/2024	ADMINISTRATIVE ALLOCATION I	1,530.00	
				I011279	12/31/2023	ADMINISTRATIVE ALLOCATION I	1,052.50	
				I011681	3/31/2024	103050 PARAMOUNT BLVD PRE I	225.00	
				I011280	12/31/2023	103050 PARAMOUNT BLVD PRE I	882.50	
				I011616	2/29/2024	7916 LBB - LARWQCB CLEAN UP	45.00	
				I011500	1/31/2024	7916 LBB - LARWQCB CLEAN UP	405.00	
				I011278	12/31/2023	4909 MASON	325.00	
				I011613	2/29/2024	103050 PARAMOUNT BLVD PRE I	1,170.00	
				I011281	12/31/2023	9001-19 LONG BEACH BLVD	58.75	12,182.50
106435	7/9/2024	0008369	SAFETY-KLEEN SYSTEM, INC	94517944	6/4/2024	CLEANING SERVICE OF EQUIPM	291.06	291.06
	Voucher:							
106436	7/9/2024	00000322	SAM'S CLUB	007996	5/6/2024	PWYD- FOOD, SNACK'S, DRINKS	134.80	134.80
	Voucher:							
106437	7/9/2024	0014610	SANCHEZ, RICARDO	Ref000332422	6/5/2024	UB REFUND CST #00064505 - 32	151.80	151.80
	Voucher:							
106438	7/9/2024	00004830	SCS ENGINEERS	0502640	4/30/2024	APR 2024 - SCS ENGINEERS	16,900.44	16,900.44
	Voucher:							
106439	7/9/2024	0010623	SECTRAN SECURITY INC.	24060590	6/10/2024	JUN 2024 -SECTRAN - ARMORED	402.82	402.82
	Voucher:							
106440	7/9/2024	00004857	SMITH FASTENER COMPANY	0050380	5/6/2024	SCREWS FOR TRUCK 200	20.62	20.62
	Voucher:							
106441	7/9/2024	0013837	SOFIVE, INC.	SSCSPRING524	5/28/2024	PROVIDES YOUTH SOCCER INS	3,326.40	3,326.40
	Voucher:							
106442	7/9/2024	00005096	SOUTH COAST A.Q.M.D.	4357234	5/7/2024	FACILITY ID# 173283	541.04	
	Voucher:			4360504	5/7/2024	FACILITY ID: 173283 - FLAT FREE	165.96	707.00
106443	7/9/2024	00004908	STATUS ONE MEDICAL INC	68822	5/6/2024	SERVICE FIRST AID KITS	988.72	988.72
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106444	7/9/2024	0013585	STERICYLE, INC.	8007105918	5/10/2024	CONFIRMING PO 2023 ON SITE I	4,283.08	4,283.08
	Voucher:							
106445	7/9/2024	0008461	TILLEY CRANE INSPECTION, INC	24346	5/31/2024	ANNUAL CRANE CERTIFICATION	650.00	650.00
	Voucher:							
106446	7/9/2024	0014613	TORRES, JESUS	Ref000332425	6/5/2024	UB REFUND CST #00035618 - 81	198.23	198.23
	Voucher:							
106447	7/9/2024	0012020	TRIPEPI, SMITH AND ASSOCIATE	12547	6/17/2024	EXTEND MARKETING, COM OUT	3,900.00	3,900.00
	Voucher:							
106448	7/9/2024	00004657	TYLER TECHNOLOGIES	045-445611	12/1/2023	1/1/24-6/20/24 -TYLER EDEN REN	40,000.84	40,000.84
	Voucher:							
106449	7/9/2024	0014523	UNLIMITED ENVIRONMENTAL, IN	23-122-1	5/30/2024	THRU 4/30/24 - ABSESTOS AND I	39,425.00	39,425.00
	Voucher:							
106450	7/9/2024	0011926	URM TECHNOLOGIES, INC.	0106749	4/30/2024	APRIL 2024 - ADMINISTRATIVE FI	851.89	
	Voucher:			0104829	3/31/2024	MARCH 2024 - STORAGE - ACCT:	207.43	
				0104830	3/31/2024	MARCH 2023 - ACCNT	46.00	
				0106752	4/30/2024	APRIL 2024 - AR	24.00	
				0106755	4/30/2024	APRIL 2024 - PERS	60.80	
				0104833	3/31/2024	MARCH 2024 - MISC	79.60	
				0104835	3/31/2024	MARCH 2024 - PERS	60.80	
				0104831	3/31/2024	MARCH 2023 - AP	48.40	
				0104832	3/31/2024	MARCH 2024 - AR	24.00	
				0104834	3/31/2024	MARCH 2024 - PAYROLL	22.80	
				0106753	4/30/2024	APRIL 2024 - MISC	79.60	
				0106754	4/30/2024	APRIL 2024 - PAYROLL	22.80	
				0106750	4/30/2024	APRIL 2024 - ACCNT	46.00	
				0106751	4/30/2024	APRIL 2024 - AP	95.46	1,669.58
106451	7/9/2024	0014465	VERIZON CONNECT FLEET USA I	356000056647	6/3/2024	ACCT# 100000189361 - VERIZON	69.33	69.33
	Voucher:							
106452	7/9/2024	0014603	WAITE, ORLEY	Ref000332415	6/10/2024	UB REFUND CST #00056820 - 28	158.53	158.53
	Voucher:							
106453	7/9/2024	00000561	WESTERN EXTERMINATOR COM	60656082	5/31/2024	GOPHER & FLEA ERADICATION /	1,950.00	1,950.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106454	7/9/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	3527	6/4/2024	MISC HARDWARE	51.78	
	Voucher:			3571 6/13/24	6/13/2024	MISC HARDWARE	15.39	
				2921	1/11/2024	MISC HARDWARE	33.06	
				2982	1/25/2024	MISC HARDWARE	16.50	
				3367	4/30/2024	MISC HARDWARE	79.47	
				3435 5/12/2024	5/16/2024	MISC HARDWARE	44.02	
				3516	6/1/2024	MISC HARDWARE	17.62	
				3532 06/05/2024	6/5/2024	MISC HARDWARE	28.64	
				3564 6/12/2024	6/12/2024	MISC HARDWARE	1.25	
				3454 5/20/2024	5/20/2024	MISC HARDWARE	71.41	
				3485	5/28/2024	MISC HARDWARE	19.50	
				3455	5/20/2024	MISC HARDWARE	33.01	
				3422	5/14/2024	MISC HARDWARE	29.75	
				3489 5/28/2024	5/28/2024	MISC HARDWARE	74.93	
				3495	5/29/2024	MISC HARDWARE	36.26	
				2974 1/24/2024	1/24/2024	MISC HARDWARE	63.89	
				3396	5/7/2024	MISC HARDWARE	17.07	
				3399	5/7/2024	MISC HARDWARE	49.59	
				3426	5/15/2024	MISC HARDWARE	24.22	707.36
106455	7/9/2024	00000063	ZUMAR INDUSTRIES INC	9234	5/24/2024	REPLACEMENT OF NON REFLEC	12,522.11	12,522.11
	Voucher:							

Sub total for BANK OF THE WEST: 979,644.05

125 checks in this report.

Grand Total All Checks: 979,644.05

Void Checks

Bank code: botw

Check #	Date
106378	7/9/2024
106413	7/9/2024

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2754	6/6/2024	00000343	PUBLIC EMPLOYEES RETIREMEI	Ben331784	6/6/2024	MILITARY SERVICE CREDIT: PAY	280,125.54	280,125.54
	Voucher:							
2759	6/20/2024	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben332594	6/20/2024	SEIU DUES: PAYMENT	2,756.45	2,756.45
	Voucher:							
2760	6/20/2024	00002370	INTERNAL REVENUE SERVICE	Ben332596	6/20/2024	MEDICARE: PAYMENT	195,011.56	195,011.56
	Voucher:							
2761	6/20/2024	00000343	PUBLIC EMPLOYEES RETIREMEI	Ben332598	6/20/2024	MILITARY SERVICE CREDIT: PAY	270,545.69	270,545.69
	Voucher:							
2762	6/20/2024	00001186	EMPLOYMENT DEVELOPMENT D	Ben332600	6/20/2024	SDI: PAYMENT	70,876.48	70,876.48
	Voucher:							
2763	6/20/2024	00000004	NATIONWIDE RETIREMENT SOLL	Ben332602	6/20/2024	DEF COMP NATIONWIDE: PAYME	57,182.31	57,182.31
	Voucher:							
2764	6/20/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben332604	6/20/2024	SEIU- COPE LOCAL 721 DEDUCT	36.00	36.00
	Voucher:							
2765	6/20/2024	00004988	CHILD SUPPORT ON-LINE, STATE	Ben332606	6/20/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:							

Sub total for BANK OF THE WEST: 877,570.15

8 wire transfers in this report.

Grand Total All Wire Transfers: 877,570.15

apChkLst
06/26/2024 2:31:11PM

Final Check List
CITY OF SOUTH GATE

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3854	6/26/2024	0014405	RET: JEFFERS, CHRIS J.	APR-JUNE 2024	6/25/2024	APR-JUNE 2024 QUARTERLY- RE	1,500.00	1,500.00
	Voucher:							
3855	6/26/2024	0014457	RET: TEEPLES, JAMES	FEB 2024	6/25/2024	FEB 2024 - APRIL 2024 ADJUSTM	1,252.38	1,252.38
	Voucher:							
3856	6/26/2024	0014524	RET: TIMOTEO, VINEULA	FEB-APR 2024	6/25/2024	FEB 2024 - APRIL 2024 ADJUSTM	900.00	900.00
	Voucher:							

Sub total for BANK OF THE WEST EFT: 3,652.38

3 EFTs in this report.

Grand Total All EFTs: 3,652.38

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 7/9/2024

TOTAL PART I - PREPAID CHECKS (6/19/2024)		75,935.29
TOTAL PART II - PAYROLL-RELATED CHECKS		1,086.87
TOTAL PART III - PREPAID CHECKS (6/26/2024)		64,065.93
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		979,644.05
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS		877,570.15
TOTAL PART VI - PREPAID ACCOUNTS PAYABLE EFTs (6/26/2024)		3,652.38
	SUB - TOTAL	2,001,954.67
LESS: VOIDS		(1,489.46)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(517,410.53)
	GRAND TOTAL	1,483,054.68

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **106315** to Warrant Number **106455** inclusive, plus WireTransfers and EFTs totaling **$1,483,054.68** as listed on the accompanying Accounts Payable Warrant Register of **JULY 9, 2024** are approved as presented, with the exception of the following volded and replacement warrants:

Volded Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
100137	MARYTERE AGUAYO	3/14/2023	$ 27.78	STALE DATED
100541	YESENNIA MORENO	4/11/2023	$ 174.65	STALE DATED
100707	FERNANDO LOREDO	4/25/2023	$ 40.00	STALE DATED
100779	SOUTH GATE CROSSFIT/AZRED17 HO	4/25/2023	$ 163.74	STALE DATED
100919	KARINA TRINIDAD	5/9/2023	$24.00	STALE DATED
101104	ALEX NAVAR	5/23/2023	$ 169.95	STALE DATED
101165	NORDY YING	5/23/2023	$ 124.05	STALE DATED
101297	NORMA HERNANDEZ	6/13/2023	$ 14.59	STALE DATED
101323	NANCY MARTINEZ	6/13/2024	$ 204.28	STALE DATED
101333	OBED MORENO	6/13/2024	$ 144.86	STALE DATED
101389	SANTIAGO ROJAS	6/13/2023	$ 27.74	STALE DATED
101564	MARGARONE, MERCEDES	6/27/2023	$ 64.00	STALE DATED
101575	MENDEZ, MARIA	6/27/2023	$ 50.00	STALE DATED
101579	SALAS, ELIZABETH	6/27/2023	$ 50.00	STALE DATED
101587	MENDEZ, MA	6/27/2023	$ 32.00	STALE DATED
101591	PAREDES, CLAUDIA	6/27/2023	$ 24.75	STALE DATED
102957	CHRISTINA MORAN	10/10/2023	$ 21.50	STALE DATED
103440	TONY RODRIGUEZ	11/14/2023	$ 131.57	STALE DATED
106378	HOME DEPOT	7/9/2024	$ 0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 106379
106413	OFFICE DEPOT	7/9/2024	$ 0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 106414
	TOTAL OF VOIDED CHECKS		$ 1,489.46	
101403	SOTO ROSALES, ANGELICA	6/13/2023	$204.28	STALE DATED. ISSUED REPLACEMENT CHECK# 106328
	* TOTAL OF REPLACEMENT CHECKS		$204.28	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **JULY 9, 2024** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/ or cancel the above warrants, wire transfers & ETFs, as approved.