

GOODS AND SERVICES AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

NIXON-EGLI EQUIPMENT COMPANY

**TO PROVIDE DULEVO D.ZERO2 ELECTRIC SWEEPER
AND ASSOCIATED ACCESSORIES, PARTS, AND SERVICE**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Nixon-Egli Equipment Company, (Contractor).

RECITALS

A. City wishes to retain Contractor to provide the Dulevo D.zero² Electric Sweeper and associated accessories, parts, and service, as further described in the Scope of Work (Goods and Services), attached hereto as Exhibit A Contractor has the expertise, experience, and personnel necessary to provide the Goods and Services.

B. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Goods and Services.

C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).]

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Goods and Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2 Contract Administrator. The Fleet Operations Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Purchasing and Contracting Department, Attention: Raymond Falcon
1200 Third Ave, Suite 200, 56P
San Diego, Ca 92101
RFalcon@sandiego.gov
(619) 236-6037

Matthew Cleary, Program Manager
2740 Caminito Chollas, San Diego, CA 92105 (
MCleary@sandiego.gov
(619) 527-5410

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 No Payment and Performance Bond Required. The Goods and Services provided under this contract do not require a Bond under the General Contract Terms and Provisions, Article VIII “Bonds.” January 28, 2020

1.5 No Deliverable Materials. The Goods and Services provided under this contract do not include any “Deliverable Materials” for the purposes of the General Contract Terms and Provisions, Article VI “Intellectual Property Rights.”

1.6 Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit B before the Agreement is executed.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for total term of five (5) years beginning on the Effective Date. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for Goods and performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$2,000,000 or the amount referenced in the Purchase Order.

ARTICLE 4 WAGE REQUIREMENTS

Contractor certifies that they are aware of the wage provisions described herein and shall comply with such provisions before commencing services.

4.1 Living Wages. Automotive repair and maintenance services under this agreement are subject to the City’s Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

4.2 Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

**ARTICLE 5
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Agreement including its exhibits and attachment completely describes the goods and services to be provided.

5.2 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR
Nixon-Egli Equipment Company

By: [Signature]

Name: Garvin Singleton

Title: Vice President

Date: 1/27/2020

CITY OF SAN DIEGO
A Municipal Corporation

By: [Signature]

Name: Kristina Peralta

Director, Purchasing & Contracting

Date: 5 FEB 2020

Approved as to form this 21st day of

February, 2020
MARA W. ELLIOTT, City Attorney

By: [Signature]

Deputy City Attorney

ERIC S. POOCH

Print Name

EXHIBIT A

SCOPE OF WORK - DULEVO D-ZERO2 ELECTRIC SWEEPER

A. OVERVIEW

It is the intent of the city to purchase the Dulevo D-ZERO2 Electric Sweeper with the highest degree of quality and reliability. Prototypes or models with less than two (2) years production experience are not acceptable. The intent of these specifications is to describe the Dulevo D-ZERO2 Electric Sweeper and future model replacements. The complete unit shall be delivered ready for use. All parts not specifically mentioned which are required for a complete unit shall conform in design and quality of material to the highest standards of engineering practices. All standard accessories and parts in the specification and published literature shall be included, even though they may not be specified in the SOS. The complete unit shall meet all federal, state and local safety and vehicle standards.

B. CONTRACTOR TECHNICAL REPRESENTATIVE

A qualified technical representative shall be in attendance during startup operations to make any necessary adjustments and give instructions to assure correct operations. For the initial training and for future training shall be available as specified in Section H of this SOS.

Contractor shall supply the City with specifications and manuals for design, technical, operational and maintenance support. The Contractor shall indicate that the Service vehicle is in full compliance with the specification or if it does not. ALL LINE ITEMS SHALL BE SO NOTED.

If the City should have any questions in regards with these specifications, the designated representative, will be available to talk to the City and explain them in detail.

Contractor must meet the intent of these specifications, and must contact the Fleet Operations Department Representative for his approval prior to any changes being made. It must be signed by the Fleet Operations Department Representative, or other designated representative, and returned to the vendor requesting the change before any change shall be considered as acceptable. There will be no exceptions. In addition, the Contractor may be asked to supply to the City of San Diego within five (5) working days of the delivery of product, a written detailed specification of the proposed product.

C. DELIVERY

To optimize Fleet Operations labor requirements, all new equipment deliveries shall be scheduled in advance. The Contractor, upon receipt of City Purchase Order and prior to submittal of factory order, shall contact the Fleet Operations Department Manager at (619) 527-7577 to establish delivery intervals.

The City reserves the right to conduct a basic inspection of any equipment at Contractor's Ontario, California facility before delivery. Terms of this pre-delivery inspection terms should be arranged at the when Contractor establishes delivery intervals.

The Contractor shall deliver the equipment complete and ready for operation within 90 calendar days of the date the City places each order with the Contractor. It shall be new and the latest model and have all standard accessories, and except as otherwise specified, be standard in all respects. It shall have all the standard equipment and features as shown by current Manufacturer's catalogues. It shall be fueled/charged and completely lubricated, and all pre-delivery services shall have been performed. Delivery time is Monday through Friday, 9:00 a.m. to 3:30 p.m.

The City will not pay for any equipment that is not delivered as specified in the Contract. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Fleet Operations Department Manager. Payment terms will be based on date of acceptance by the City.

D. PARTS AND SERVICE STIPULATION

With the written approval of both Contractor and City, City may purchase Sweeper units at the per unit cost as established per Section n "Pricing" Table one (1) item one (1) through June 30, 2020, after this period Sweeper units will be at pricing set not to exceed for line item two (2) for a period of eighteen (18) months. after contract acceptance, unless price adjustments are warranted that are not in the control of the Contractor due to external factors. Should an event occur provisions of Section K shall apply and that of General Contract Terms and Provisions (GCTAP), Section 3.4.

The Contractor shall ensure adequate and continued parts support, including proprietary parts, for the equipment for a period of not less than five (5) years from the last delivery of the equipment. Parts must be available in San Diego County and/or received by the City of San Diego within seventy-two (72) hours from placement of the order.

Parts and service are a special consideration; therefore, Contractor shall have a full parts and service facility within ONE HUNDRED (100) miles of the City of San Diego. Please indicate the location of your nearest parts and service center and number of people employed there.

In the event that the City requires vehicle servicing that City personnel are unable to perform; The City shall contact the Contractor to coordinate a schedule for such service by telephone and/or email of the requested date. Upon reviewing the City's request, the Contractor shall respond within twenty-four (24) hours if the requested date can be met or provide an alternate date for acceptance by the requesting department.

The labor, parts, and travel costs established in Section N "Pricing", Table 2 and 3 of the Agreement, shall apply to the costs of the materials and labor for the following routine maintenance services:

1. Checks and adjustments
2. Cleaning of any filters and oil/filters change.
3. Fittings tightening in case of oil or water leakage.
4. Oil top ups in case of leakage
5. Cleaning of nozzles and electro-valves in the water system.
6. Brake adjustment and air bleeding.
7. Tension regulation on chains and belts
8. Adjustment of brushes.
9. Any intervention for flat battery.
10. Replacement of fuses, bulbs, micro-switches, sensors.

E. VEHICLE REGISTRATION REQUIREMENTS

1. **Registration and License Plates.** The Contractor shall obtain the exempt registration and license plates. The legal registration title shall be as follows:

City of San Diego
Fleet Operations Department
2740 Caminito Chollas
San Diego, CA 92105
City Equipment I.D. No. _____

Prior to applying for Exempt "E" license plates, the Contractor shall contact the Department Contract Administrator at (619) 527-7577 to obtain a City of San Diego Equipment identification number for each vehicle/equipment. This number must appear on the final registration certificate.

A photocopy of the registration card shall be inserted in the registration holder and each holder shall be attached inside the equipment. The location and method of attachment of the registration holder to the equipment shall be approved by the Fleet Manager prior to installation.

The original registration card shall be included with the warranty documents upon delivery of each unit to the City. These documents shall be contained in a document delivery envelope.

The license or identification plates shall be installed prior to delivery of each unit.

F. MINIMUM ACCEPTANCE REQUIREMENTS

The following documents and literature shall be delivered with the equipment, if applicable.

1. Completed and signed pre-delivery service check list
2. Line Site Tickets or window stickers showing all options installed
3. Report of Sale and "Temporary Operating Permit"
4. All locks on a delivered vehicle shall be operable with one (1) key. Three (3) sets of keys for each lock shall be provided upon delivery. Key codes shall be furnished for all equipment delivered, if applicable.
5. One (1) factory service and operator's manual for equipment in electronic format
6. One (1) parts manual for equipment and components in electronic format
7. A full electrical schematic "as built" drawing in electronic format
8. A full Electro-hydraulic schematic "as built" drawing in electronic format
9. Guarantees for equipment, electro-hydraulics, and accessories
10. One (1) engine service and overhaul manual – this might be covered with item #5
11. Prior to delivery, all equipment shall be completely inspected and services as prescribed by the manufacturer(s) including, but not limited to (if applicable):
12. All tires balanced
13. Front end aligned
14. Headlights adjusted
15. Fully Charged
16. Fluid levels such as differential, crankcase, transmission, electro-hydraulic, etc., at prescribed levels
17. If, after delivery, the unit is found to have deficiencies, it shall be the Contractor's responsibility to pick up the equipment, make the necessary corrections and re-deliver the equipment for re-inspection and acceptance without any additional cost to the City of San

- Diego. Payment will not be made until the defect(s) or deficiencies are corrected, and the equipment re-inspected and accepted and the equipment shall be ready for service.
18. Supply complete operator and service manuals, CDs, and/or DVDs covering all major components

G. WARRANTY

The Contractor shall supply the City of San Diego with a written unlimited standard new machine warranty to cover a period of not less than two (2) year or twenty-six hundred (2600) hours from the date the unit or units are placed in service: Warranty time to start when unit (s) are placed in operation, not delivery.

This warranty will cover all parts and labor that fail during this period with exceptions of failure due to neglect, abuse or modifications not approved in writing by the manufacturer or items identified as Standard Vehicle Wear items in the Pricing Section Table 2 or servicing items per Section D.

The Contractor shall also supply the City of San Diego with a written unlimited warranty on vehicle batteries to cover a period of not less than three (3) years from the date the unit or units are placed in service: Warranty time to start when unit (s) are placed in operation, not delivery.

The Contractor warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this agreement including any specifications or standards. In addition, Contractor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

The present guarantee does not cover any mechanical or electrical parts which are subject to wear such as: bearings, brushes, belts and chains with relative tooth wheels/pulleys and conveyor blades, belts, rubbers and anti-dust gaskets, wheels and wheel covers, slides, any kind of filters, controls made by flexible cables, control and warning electrical components, scrubber electrical aspirators, beacon light, electro-valves for water systems, horn, batteries (excluded Lithium batteries). For optional components as per special customer's request, such as tachograph, camera, radio, greasing pump, the warranty will be subject to the corresponding Manufacturer check. During the warranty period, in addition to all costs involved with the repair, and any transportation to and from the service facility, will be paid for by the manufacturer or authorized dealer.

During the warranty period, manufacturer, or his representative, will have three (3) working days after notification of a failure to take appropriate action towards inspecting and determination of the failure, and to make necessary arrangements to repair the problem.

The City shall have the option to add the Extended Warranty for the Machine and or Battery coverage at the time of order placement established in Section N "Pricing", Table 3 of the Agreement:

H. TRAINING SERVICE REQUIREMENT

The Contractor shall be required to provide qualified training personnel to support follow-up training service requirements for the Dulevo D-ZERO2 Electric Sweeper for Vehicle Operator and Maintenance support as maybe required and requested by the City during the term of this

agreement. The City shall contact the Contractor to coordinate a schedule for such training by telephone and/or email of the requested date. Upon reviewing the City's request, the Contractor shall respond within twenty-four (24) hours if the requested date can be met or provide an alternate date for acceptance by the requesting department for the requested training.

1. Classroom training at Contractors designated location for Operators or Maintenance Technicians ("Classroom Training");
2. Onsite training at Contractors or City's designated location for Operators or Maintenance Technicians ("Onsite Training") as to be determined based on the type of training required and technical requirements required;
3. Contractor Instructor-led remote training for Operators or Maintenance Technicians ("Electronic Training") which shall be by either conference call or electronic means (i.e email);

These services shall be provided to the City at no additional cost during the term of this agreement.

I. CONTRACTORS VERIFICATION AND ACCEPTANCE OF DULEVO D-ZERO ELECTRIC SWEEPER

The following specifications describe the minimum requirements for a **DULEVO D-ZERO ELECTRIC SWEEPER**

MINIMUM SPECIFICATION:

DIMENSIONS			
Length	In	177	(4495mm)
Width	In	56,7	(1440mm)
Height	In	196,9	(2000mm)
Height with beacon	In	84,7	(2150mm)
Net weight	lbs	8046,8	(3650kg)
Payload	lbs	2204,6	(1000kg)
Gross vehicle weight	lbs	10251,4	(4650kg)

PERFORMANCE			
Cleaning performance	ft ² /h	271152	(26400 m ² /h)

SWEEPING WIDTH			
Variable sweeping width	In	69 ÷ 126	(1750 ÷ 3200mm)
Max speed	Mph	15,6	
Max reverse speed	Mph	15,6	
Working speed	Mph	7,5	
Maximum Gradeability to load	%	15	
Maximum Gradeability empty	%	18	
Internal steering radius	ft	6,6	(2000mm)
Steering radius Kerb to Kerb	ft	10,9	(3300mm)
Steering radius Wall to Wall	ft	11,5	(3500mm)

CHASSIS		
Material		S355
Thickness	In	0,2 (5mm)

SIDE BRUSHES		
Diameter	In	34,7 (880mm)
Material (standard)		PPL
Rotation speed	rpm	0 - 60
Transmission		Hydraulics
Motor		Hydraulic

LIFTING FLAP FOR BULKY DEBRIS		
Lifting flap height	In	0,6 ÷ 3,2
Drive		Electric

SUCTION SYSTEM		
Type of suction fan		Blades
Fan diameter	In	20,5 (520mm)
Suction motor power	W	5000
Depression	mmH ² O	350
Air flow	yd ³ /h	7846 (6000m ³ /h)

SUCTION MOUTH		
Hose diameter	In	6 (150mm)
Mouth width	In	25,6 (650mm)
Hose length	In	43,4 (1100mm)
Control of the mouth suction		Electro-hydraulic

DUST FILTER		
Type of filter		Hydromechanic
Filter surface	ft ²	19,4 (1,8m ²)

WASTE CONTAINER		
Container volume	yd ³	2,8 (2,1m ³)
Hopper emptying system		Electro-hydraulic
Dumping height	In	57 (1450mm)
Material		AISI 304

WATER TANK		
Water tank capacity	gal	58,2 (220l)
Material		AISI 304
Recycling system capacity	gal	47,6 (180l)

WATER SYSTEM		
Type		Electric
Flow	gal/m	4 (15 l/m)
Pressure	Psi	145 (10 Bar)
Nozzles		2 + 2 + 2 (suction mouth) + 2 (suction hose)
Adjustment		Variable

BATTERY		
Type		Li Fe PO4
Number of batteries	n°	2
Maximum Power	kW	76,8
Voltage	V	96
Battery Capacity	Ah	800
Autonomy (UNI EN 15429-2)	hours	> 8
Battery Charger STANDARD	V/A	480 / 30 - 96 / 180
Battery Charger FAST	V/A	-
Auxiliary battery service	n°	2
Battery Capacity	V/Ah	12 / 18
Voltage	V	24

ENGINE-TRACTION SYSTEM		
Transmission		Electric
Motor power	W	9000

WHEELS		
Front tire dimensions		215R 14C8
Specific pressure on the ground front wheels	kg/cm ²	5,4
Rear tire dimensions		215R 14C8
Specific pressure on the ground rear wheels	kg/cm ²	5,9

BRAKES		
Type		Drum
Service brake		Hydraulic
Parking brake		Mechanic

STEERING		
Type		Hydraulic
Steering		Hydraulic power steering with central articulated joint

HYDRAULIC SYSTEM		
Type		Electro-hydraulic
Motor power	W	3500
Type of oil		Biodegradable

Tank capacity	gal	4	(15l)
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SOUND EMISSIONS			
Sound pressure level (LpA)	dB	64,4	
Sound power level (LwA)	dB	93,4	

AIR CONDITIONING SYSTEM			
Type		Electric	
Cooling capacity	KW	4	
Heating power	KW	1,5	
Air flow	yd³/h	588,5	(450m³/h)

J. DULEVO D-ZERO ELECTRIC SWEEPER SPECIFICATION REQUIREMENT:

Product shall comply with requirements specified in the Manufacturers specification identified as 'Attachment A'.

K. PRICE ADJUSTMENT CLAUSE

In the event the Contractor does not request a price increase at the time of the Contract renewal, and the manufacturer(s) subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "General Contract Terms and Provisions (GCTAP), Section 3.4. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

L. INVOICING AND PAYMENT

To receive payment, the Contractor shall submit invoices to City of San Diego at the following address:

Fleet Operations Department
 Attention: Invoice Payments
 2740 Caminito Chollas
 San Diego, CA 92105
 Email: PWAcctsPayable@sandiego.gov

1. Invoices shall be legible and shall contain, as a minimum, the following information:
 - a. The contract number and purchase order number;
 - b. A complete itemization of all costs including quantities ordered and delivery order numbers (if any);
 - c. All submitted invoices must match exactly to all lines associated with the Purchase Order.
 - d. Any discounts offered to the City under the terms of the contract;
 - e. Evidence of the acceptance of the supplies or services by the City of San Diego;
 - f. Unique traceable invoice number(s);
 - g. Total charges billed at this time and date.
2. Upon review and approval from the Fleet Operations Department invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, if any, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified. The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.

M. CITY TECHNICAL REPRESENTATIVE

The Technical Representative for the Contract is the City's Fleet Operations Department's designee, who will be specified on individual purchase orders issued under the Contract. The Technical Representative will provide daily oversight of the Contract to ensure compliance with the scope of work and/or performance to Contract specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under the Contract.

The Purchasing Contracting Officer shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, nor a written request, for changes to the Contract from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Contracting Officer.

N. PRICING PAGE(S)

1. PRICING

The estimated annual quantities are not guaranteed, the City expects to spend approximately \$2,000,000.00 over a five (5) year period for goods and services herein; however, this is not a guarantee and in no case, shall it exceed \$3 million unless approved by City Council. The quantities may vary depending on the demands of the City and any variation from this estimate shall not entitle the Contractor to an adjustment in the unit price or any additional compensation without written approval by the City. Contractor must provide pricing on each piece of equipment listed below.

Quantities below are the City's estimated, as-needed requirements for a twelve (12) month period.

Extension Cost = Est. Annual Qty x Unit Cost = Extension

Table One (1) Dulevo D.zero² Model and Charging System Pricing:

Item No.	Estimated Annual Qty. (EAQ)	Unit of Measure	Description	Unit Price	(Unit Price x EAQ) Extension
1	1	EA	Dulevo D.zero ² , Electric Street Sweeper Valid through 6/30/2020	\$ 238,109.04	\$ 238,109.04
			Delivery Time: 90 calendar days after receipt of order.		
2	1	EA	Dulevo D.zero ² , Electric Street Sweeper , from 7/1/2020 through 12/31/2021 NTE	\$ 254,575.73	\$ 254,575.73
			Delivery Time: 90 calendar days after receipt of order.		
3	2	EA	Battery Charger, Three Phase 208V/30A Model: E447800000	\$ 15,750.00	\$ 31,500.00
			Delivery Time: 90 calendar days after receipt of order.		
				Subtotal Extension Items 1-2	\$ 524,184.77

Table Two (2) Standard Vehicle Wear Items Pricing:

Item No.	Estimated Annual Qty. (EAQ)	Unit of Measure	Description	Manufacturer Part Number	Unit Price	(Unit Price x EAQ) Extension
1	8	EA	PPL Side brush	6240022GUM	\$ 265.00	\$ 2,120.00
2	8	EA	Filter cartridge	D73Q710000	\$ 36.88	\$ 295.04
3	8	EA	Vent	D73Q730000	\$ 29.13	\$ 233.04
4	8	EA	Filter	6200017EKR	\$ 33.21	\$ 265.68
5	4	EA	Flexible pipe	6140023BZT	\$ 335.00	\$ 1,340.00
6	4	EA	Filter cartridge	D73L500000	\$ 21.63	\$ 86.52
7	4	EA	Gasket	6110023BGP	\$ 59.63	\$ 238.52
8	4	EA	Cover gasket	6110023ATA	\$ 202.50	\$ 810.00
9	4	EA	Gasket	6110023ATJ	\$ 58.25	\$ 233.00
10	4	EA	Gasket	6110023ATE	\$ 58.25	\$ 233.00
11	8	EA	Side rubber	6110023BWY	\$ 85.00	\$ 680.00
12	8	EA	Side rubber	6170023BXA	\$ 57.00	\$ 456.00
13	8	EA	Side rubber	6170023BWZ	\$ 47.00	\$ 376.00
14	8	EA	Rubber	6110023FEB	\$ 84.75	\$ 678.00
15	8	EA	Filter	F02P3E0000	\$ 126.25	\$ 1,010.00
					Subtotal Extension	\$ 9,054.80
					Items 1-15	

Table Three (3) Optional Extended Warranty and Labor Pricing:

Item No.	Estimated Annual Qty. (EAQ)	Unit of Measure	Description	Unit Price	(Unit Price x EAQ) Extension
1	1	EA	Vehicle Extension Warranty for 3rd year or 3900 hours One (1) Year over Standard	\$ 9,000.00	\$ 9,000.00
2	1	EA	Vehicle Extension Warranty for 4th year or 5100 hours Two (2) Years over Standard	\$ 12,300.00	\$ 12,300.00
3	1	EA	Vehicle Extension Warranty for 5th year or 6500 hours Three (3) Years over Standard	\$ 17,000.00	\$ 17,000.00
4	1	EA	Vehicle Battery Extension Warranty for 4th year One (1) Year over Standard	\$ 7,500.00	\$ 7,500.00
5	1	EA	Vehicle Battery Extension Warranty for 5th year Two (2) Year over Standard	\$ 9,500.00	\$ 9,500.00
6	50	Hr	In Shop Standard Labor Rate	\$140.00	\$ 7,000.00
7	5	Hr	In Shop Standard Labor Rate (Over-Time)	\$160.00	\$ 800.00
8	5	Hr	In Shop Standard Labor Rate -Double Time	\$180.00	\$ 900.00
9	50	Hr	In Field Standard Labor Rate	\$154.00	\$ 7,700.00
10	5	Hr	In Field Standard Labor Rate (Over-Time)	\$165.00	\$ 825.00
11	5	Hr	In Field Standard Labor Rate -Double Time	\$185.00	\$ 925.00
12	2000	Miles	Travel Time Milieage (Per Milie)	\$3.00	\$ 6,000.00
13	4	EA	Nixon-Egli Quarterly Service (Optional)	\$1,500.00	\$ 6,000.00
				Subtotal Extension Items 1-13	\$ 85,450.00

TOTAL TABLES 1, 2 & 3:	\$ 621,271.60
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TECHNICAL REPORT

D.zero²

Approval Name: 2000E



ELECTRICAL SUCTION SWEEPER 2,8 yd³

The D.Zero² suction sweeper has been produced to the latest design and ergonomic concepts, with a small impact on the environment both for the reduced use of water and for the emission of dusts and noise.

The machine is characterised by a traction system and electric sweeping services supported by lithium iron phosphate batteries (LiFe PO₄) designed and produced based on a Dulevo project.

The sweeper swivels at the centre and consists of two semi-chassis; there are batteries on the back consisting of two blocks connected in parallel which are placed in an easily accessible position on the right and left sides of the machine.

The D.Zero² suction sweeper uses an electric drive system with a flanged motor on the rear axle differential bridge that allows the machine to have high performance both at the maximum transfer speed (up to 15,6 Mph and at a maximum gradient of up to 18%).

The machine is extremely manoeuvrable thanks to the type of construction used, that of the swivel double semi-chassis driven by the power steering that acts on the angular motion by means of two motion cylinders.

The front and rear tyres are all of equal size.

The machine is built on a solid tubular steel chassis treated with cataphoresis.

The rear axle allows for great load capacity, the helical springs act on the front axle and a hydraulic shock absorber is mounted on the articulated arm, thereby forming a high performance system but with particular regard to driving comfort.

The cabin, with its large windows, allows two operators to be transported, and its asymmetrical construction favours the driver's comfort. The cabin is equipped with an air conditioning that is electric with temperature adjustment.

The road circulation functions are all located on the steering column, whereas the work functions are grouped on the side armrest connected to the door.

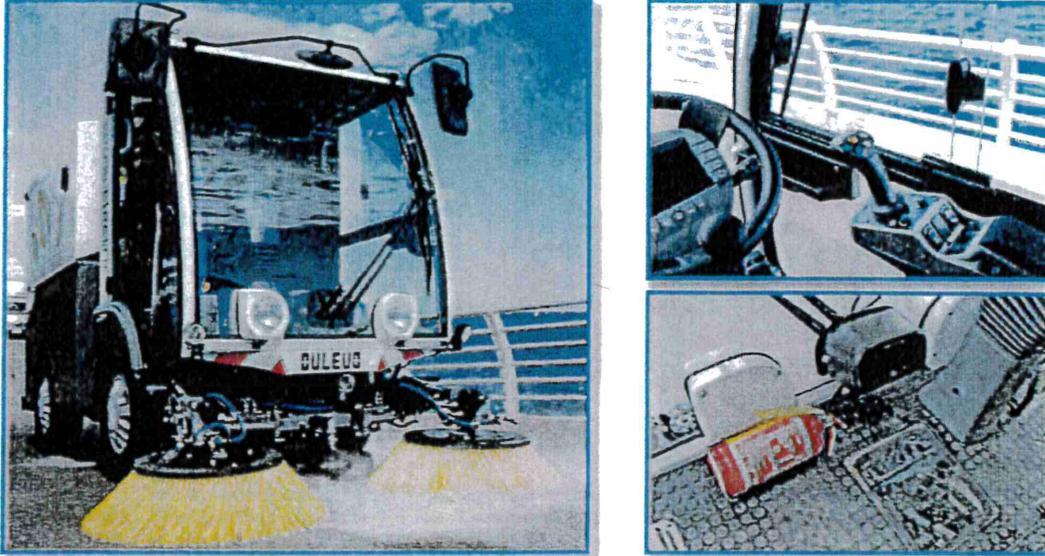
The D.Zero² suction sweeper is very flexible in tight spaces and large areas having a **sweeping path ranging from 69 ÷ 126 In** supported by the innovative **suction inlet with 25,6 In, patented by Dulevo**, which significantly reduces the use of the flap in the presence of bulky material thanks to its automatic adjustment system.

The sweeper guarantees high productivity thanks to its spacious container with a **geometric volume of 2,8 yd³** and a water system fed by a **58.2 gal clean water tank** and a **47,6 gal recirculation system**.



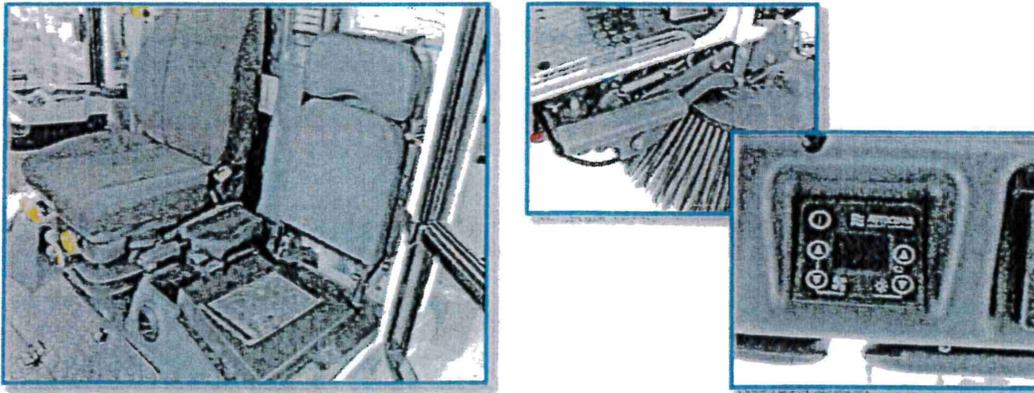
CABIN

The cabin of the D.Zero² sweeper made of S235 UNI-EN 10025 steel with anti-corrosion treatment (cataphoresis) and painted is designed without front hood and with wide glass surfaces in the front and on the side doors to allow seamless visibility to the operator, both during manoeuvre and during the work phase in order to maintain the perfect control of the sweeping organs.



The positioning of the components inside the cabin is designed to make using the machine easy and intuitive. In addition, the controls and the dashboard and the headlights have been positioned so as not to hinder the seamless visibility of the sweeping parts.

A glass inspection hatch on the floor of the cabin provides visual control of the suction inlet.



Particular attention has been paid to the operator's comfort; the cabin is equipped with an operator seat consisting of a seat and adjustable steering wheel and a passenger seat with a flap which, in the absence of the passenger, is a good object holder.

Cab accessibility is facilitated by a step that is 18,11 In off the ground, and 22,8-23,6 In off the floor and with an access width of about 7,87 In.

The operator's comfort is guaranteed by the Dulevo project adjustable temperature air conditioning system with buttons to increase or decrease the fan speed and buttons to increase or decrease the temperature; the display also shows the set temperature.

The machine has a 24V socket between the two seats, for charging a mobile phone.



The cabin is equipped with large rear-view mirrors that allow, through the wide glass surfaces, easier visibility of the back of the vehicle as well as an additional mirror in the middle providing full control of the front brushes. **The rear-view mirrors are heated and adjustable from the cabin.**

The rear view is guaranteed by a camera with colour display on the steering column that allows you to monitor both the discharging and parking stages and possibly also enable it to check the sweeping quality. The display also allows viewing of the suction inlet.

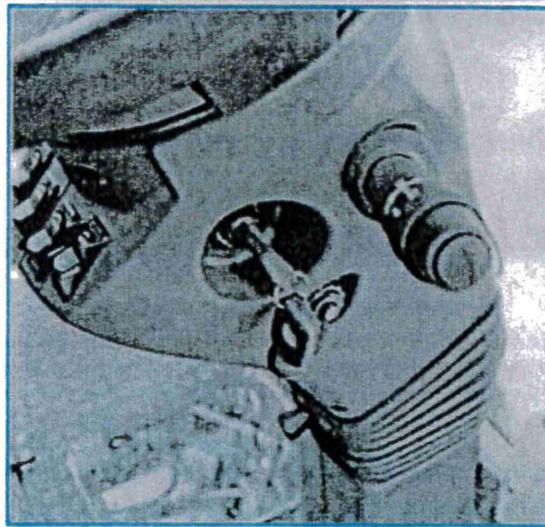


The steering column is adjustable in height and inclination and has the following controls:

- Work phases button
- Flashing lights button
- Rear fog light button
- Work phase activation button

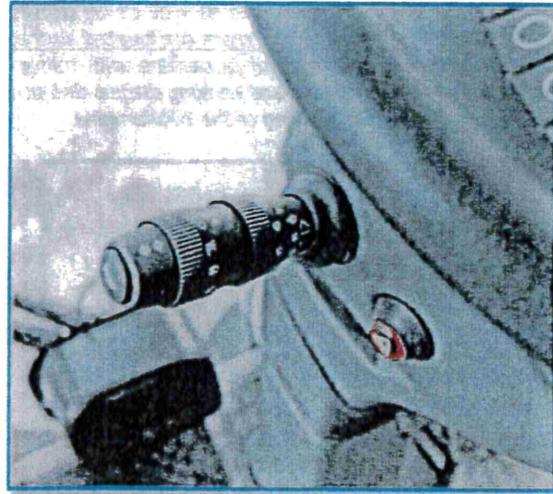


- Key
- Forward/reverse selection lever
- Rear fog light button
- Lowered brushes in reverse gear button
- USB socket for display updates

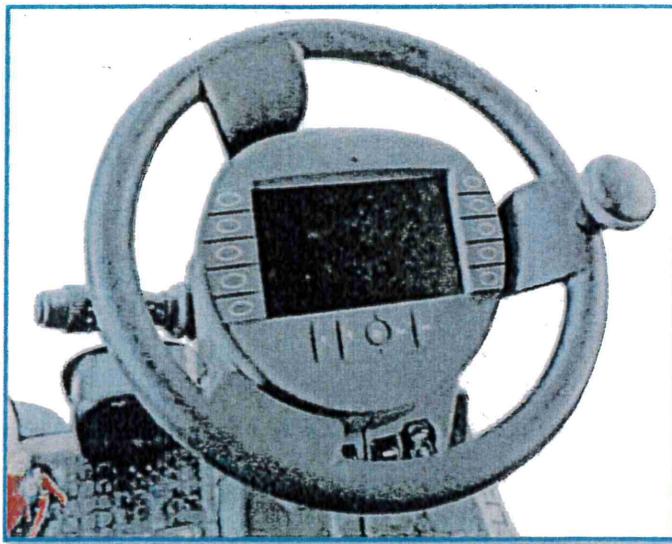




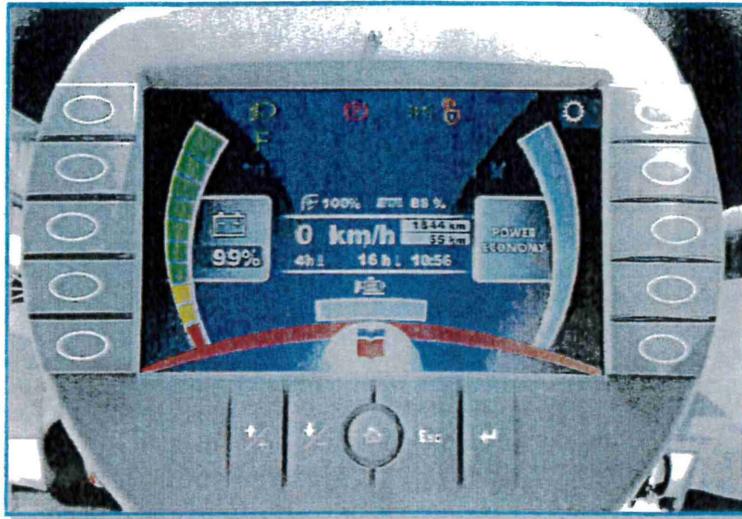
- Emergency lights button
- Low and high beams/position lights switch
- Horn
- Direction indicator control
- Wipers control



At the top part there is a dashboard with indications of the machine functions.
The buttons at the side of the display are not only used to access the diagnostics menu and date / time setting.



but also to reset the partial km, reset the suction time and enable the rear camera.
At the bottom there are buttons to browse the sub-menus.



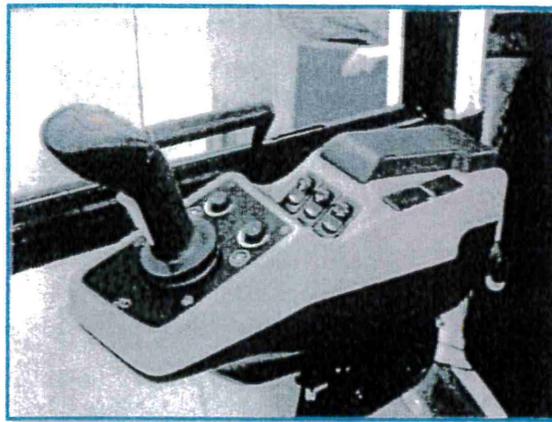
The display shows the following information:

Parking brake warning light, High beams warning light, Direction indicator warning light, Low beams warning light, Rear fog light button, Position lights warning light, Alarm warning light, Driving position warning light, Pressed emergency button, Charging batteries warning light, Battery temperature alarm warning light, Battery generic alarm warning light, Minimum water level in the working tank warning light, Hydraulic oil filter clogging warning light, Low hydraulic oil level warning light, Open dumping door warning light, Raised waste container, Functioning Water pump warning light, Work phase warning light, Brush rotation warning light, Inverted brush rotation warning light, Container draining enabling warning light, Lowered brushes in reverse gear warning light, Open flap warning light, Extractor on warning light, Right brush arm opening. Left brush arm opening, Right brush arm closing, Left brush arm closing, Extractor speed percentage (%), Brush speed percentage (%), Information and alarms bar, Traction motor temperature, Battery temperature, Battery charge level, Kilometre counter, Machine total working hours indicator, Extractor working hours indicator, Total Km covered indicator, Partial Km indicator.

The activation of the work functions are all found on the armrest connected to the right door.

There are the following controls on the panel:

- Adjustment potentiometer brush speed
- Adjustment potentiometer extraction turbine speed
- Enabling safety button container unloading timeout
- Flap opening button suction outlet
- Brush rotation inversion button
- Water circuit activation button
- Water recirculation system enabling button
- Extra suction button

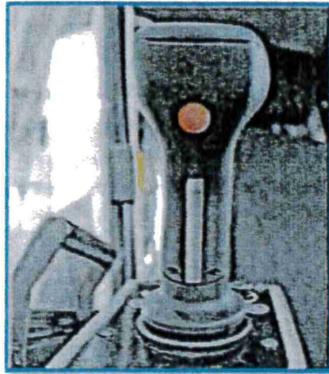


You can enable the following functions from the buttons on the handle:

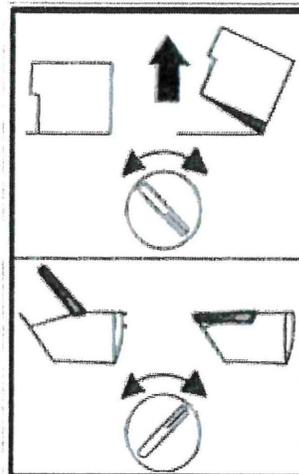
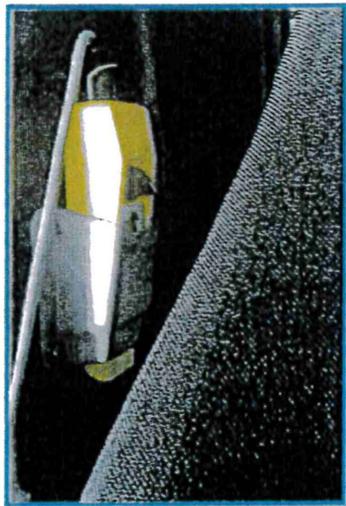


- Activation button and brush ascent and descent
- Left brush opening button
- Left brush closing button
- Right brush opening button
- Right brush closing button

- Suction activation button
- Button not used

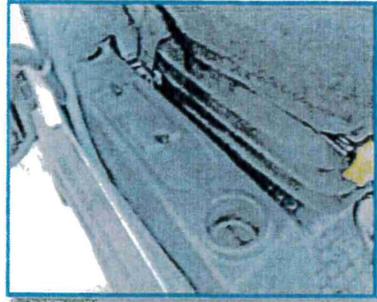


On the right side of the driver's seat there is the **removable pushbutton panel to move the container up/down and to open/close the container door**, both from the driver's seat and from the ground.

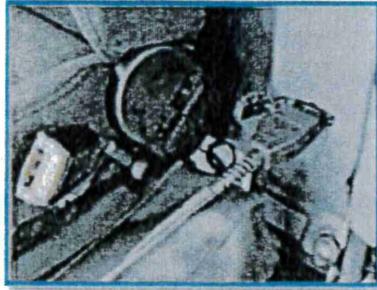


The machine is equipped with:

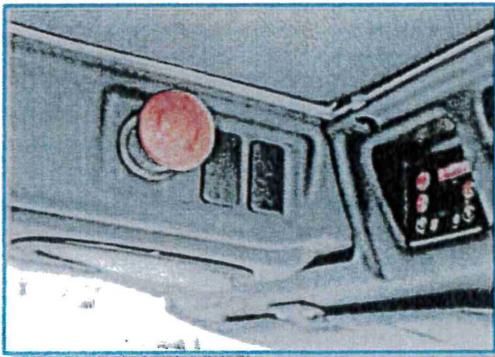
- a fuse box on the left side of the driver's seat;



- a CAN-BUS socket in the central tunnel;



- the emergency button at the top near the cabin lighting fixture and a 2kg emergency fire extinguisher;

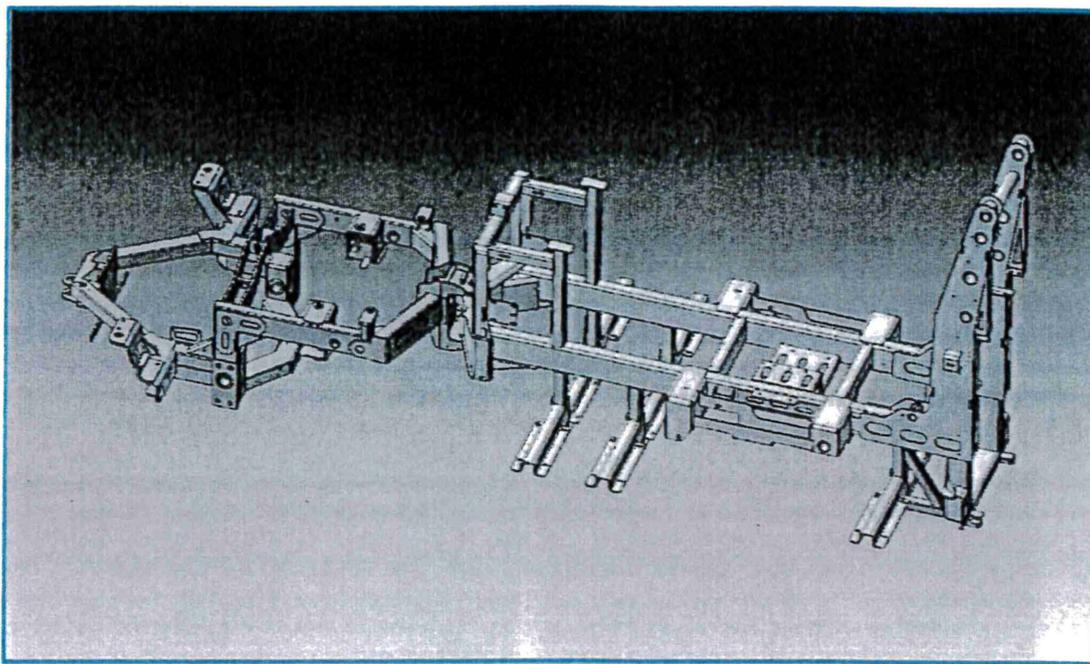




CHASSIS

The machine is built on a solid chassis centrally aligned with 472x1,96 In tubular and 3,14x1,57 In S355 steel, according to UNI EN 10025, 0,19 and 0,15 In thick, combined with continuous welding UNI EN15614 with anti-corrosion treatment (cataphoresis) and powder coating.

The sweeper is equipped with a rear axle with a leaf-spring and hydraulic shock absorber and a helical spring and hydraulic shock absorber at the front, mounted on the articulated arm, whereas the cabin is mounted on elastic supports.



The sweeper is equipped with a towing device positioned in the front of the vehicle.

TRANSMISSION

The machine is equipped with an electric drive system with an electric, asynchronous AC 9 kW - 96V motor - Insulation class F, which allows a speed of 0 to 15,6 Mph.

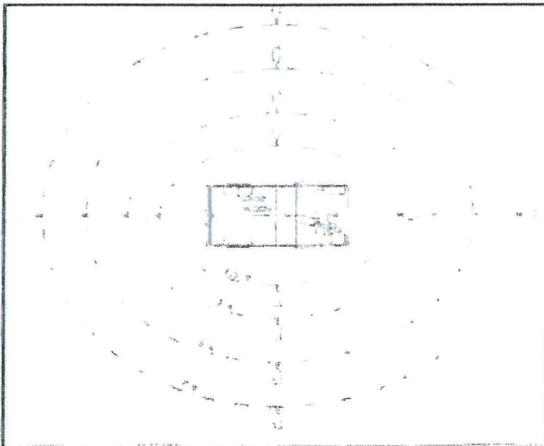
The gradeability is 18%

The forward and reverse gears are engaged via special control selector located on the steering column in the cabin.



NOISE EMISSION

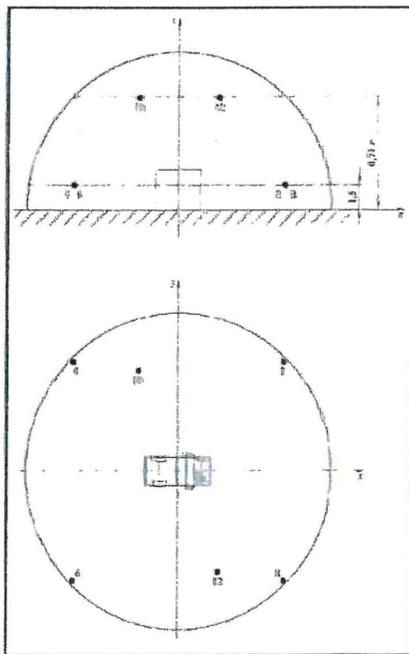
Particular attention during the development of the cabin was given to soundproofing, providing the operator with a comfortable driving position and low noise even during the work phase.
Below is the value that the operator perceives during the work phase.



LpA 64.4

SOUND POWER

During the working phase the sweeper with functions activated emits the following value in the environment:



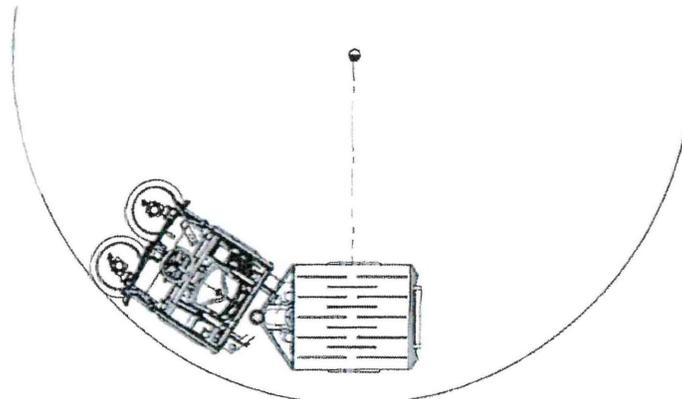
LwA 93.4

STEERING

Thanks to the compact size and articulated steering, the sweeper has an average kerb-kerb steering diameter of 260 In.

The articulated and swivel machine, through the power-assisted steering so that it can be operated effortlessly even during manoeuvring, controls the angular motion proportionally to the two motion cylinders of the chassis.

The machine is extremely manoeuvrable both during the work phase and transfer, and it is perfectly balanced and stable thanks to the support of the four x 215 R 14 tyres.



BRAKING SYSTEM

The sweeper braking system is composed of the following devices:

- *Double independent circuit hydraulic power-assisted service braking system with drum brakes on four wheels Knott 250x40.*
- *Emergency braking system: hydraulic, merged with the service one.*
- *Mechanical parking system with a hand lever and fitted with an irreversibility system and acting on the brakes on the front axle.*

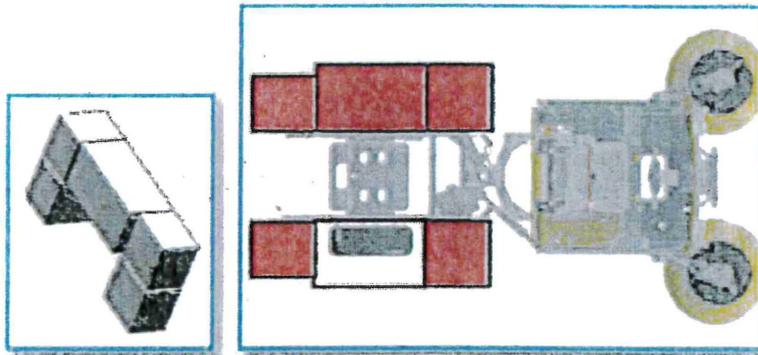
ELECTRICAL SYSTEM

The electrical system is designed to comply with the applicable rules of the highway road and features a 24 Volt power supply voltage (2 x 12V batteries / 18Ah in series) for the services part:

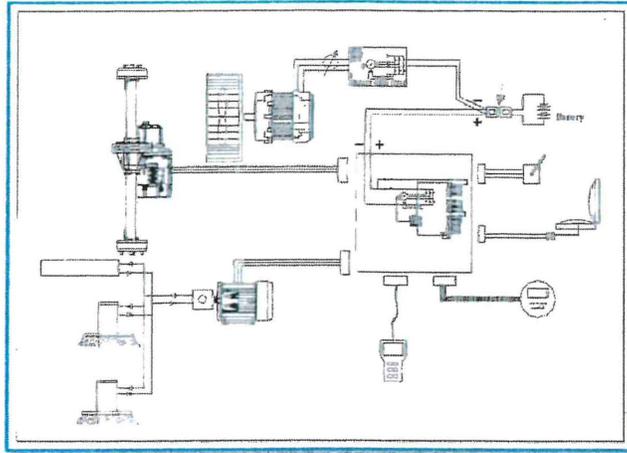
- Front position lights
- Rear position lights (**LEDs**)
- Front headlights with low-beam and high-beam headlights
- Front, rear and side directional indicators (**LEDs**)
- Warning device for simultaneous flashing of the direction indicators
- Stop Lights (**LEDs**)
- Flashing lights (**LEDs**)
- Windshield wiper system
- Horn
- Buzzer (**broadband**) activated automatically in reverse gear

There is a fuse holder in the cabin that protects the main circuits required for road use and the machine functions.

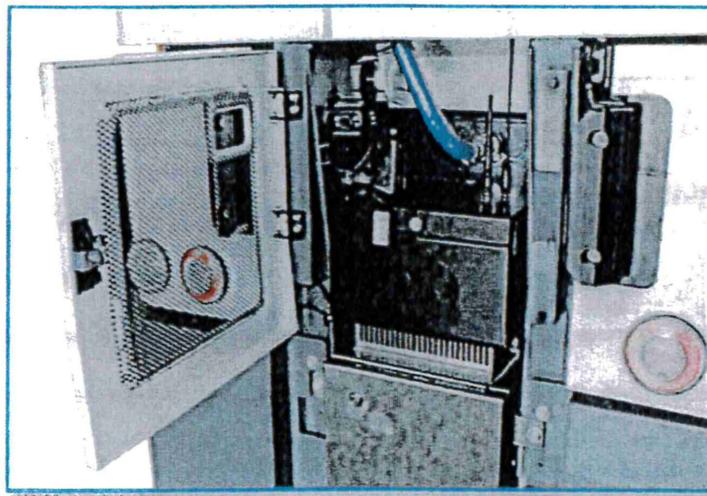
The power part has a voltage of 96 V obtained from 2 parallel lithium iron phosphate (LiFe PO₄) battery packs



that power 3 AC motors, one for traction, one for the suction turbine and one for the hydraulic services pump.



*On the back there is an Aisi 304 stainless steel container with IP67 sealing connectors with the traction inverter, the inverter for the extraction fan motor and the inverter for the electro-hydraulic functions inside in addition to the line remote control switches and power fuses.
The electric box is closed by means of a cover with a sealed gasket and a safety lock.*



The choice of lithium iron phosphate batteries, which guarantee a high number of charging cycles, also allows for fast charging, available as optional.

All communications between the functions of the machine are handled with CAN-BUS lines.

The degree of protection of the system, from IP4X to IP67, varies according to the areas of the machine.

The standard machine is equipped with the DULEVO TELEMATIC System, which allows for constant dialogue with Dulevo International S.p.a. and the reference service centre, to send preventive diagnostics.

Another remote system, which interacts directly with Dulevo International S.p.a, allows the battery parameters to be monitored so as to ensure their efficiency.



ELECTRO-HYDRAULIC SYSTEM

The electro-hydraulic services circuit consists of an 8.5 cm³/g gear pump flanged on the back of the 3500 W services electric motor.

This guarantees power to the right - left brush rotation motors (125 cm³/g), all run via priority solenoid valve units and the remaining services such as the OSPC ON 80 power steering, the side brush lifting cylinders, the lifting cylinder of the suction opening, the container lifting cylinder, and the opening and closing cylinder of the container cover.

The power steering is powered by the pump through a priority valve, incorporated in a hydraulic block, which sends a preset amount (about 2,11 gal) of hydraulic fluid. The power steering circuit is provided with a safety valve, located on the pump, calibrated at 90 bar.

Power steering is, in turn, connected to the angular movement cylinders of the chassis.

The hydraulic system includes a single tank of 4 gal made of painted S235 UNI-EN 10025 stainless steel, with a flat bottom and an oil drain plug and deposit plug.

The tank is equipped with a filling plug, air vent device and a level indicator.

The machine uses biodegradable hydraulic oil Panolin HLP Synth E 32.

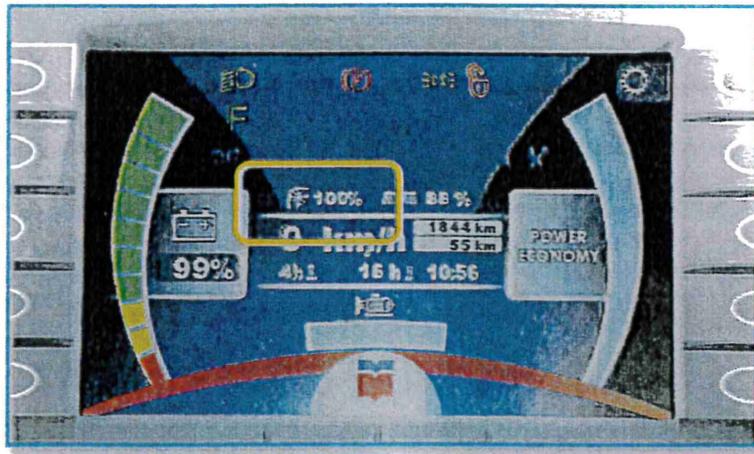
All circuits are fitted with safety valves calibrated so as to protect the entire system against possible pressure peaks.

SUCTION UNIT

The suction unit consists of a powerful S315MC fan (nominal negative pressure 6000m³/h), driven by a 5000 W electrical motor.

The suction unit is appropriately soundproofed and **positioned below the waste container**, and has been specifically designed to develop a strong negative pressure even at low work speeds and in this way allows, assisted by a new revolutionary suction inlet, highly effective cleaning performance.

There lies the option of adjusting the speed of rotation on continuous values from 0 to 100% (2700g/1) using a practical control on the armrest plus a switch, which if it is kept pressed, it allows for extra extraction power (3000 g/1) to collect debris that is particularly difficult to be lifted.



Outlet air from the fan is directed to the top of the container to reduce noise.

The suction inlet, **with 25,6 In opening**, in steel S235 UNI-EN 10025, 0,098 In thick with anti-corrosion treatment (cataphoresis) and powder coating is located **in front of the front axle** with a pantograph lifting system.

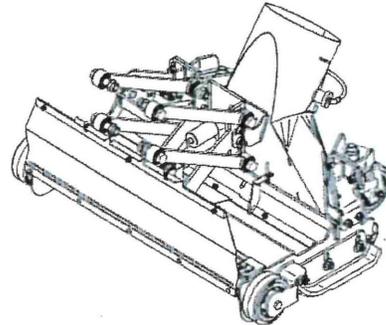


The suction inlet is equipped with a front flap to adapt itself to the volume of the waste collected in order not to lose its suction capacity controlled from the driver's seat, adopting opening of the inlet when there is lightweight and bulky waste.

An electric actuator preloads a spring, thanks to which even the bulkiest of materials are sucked without having to continually act manually from the cabin.

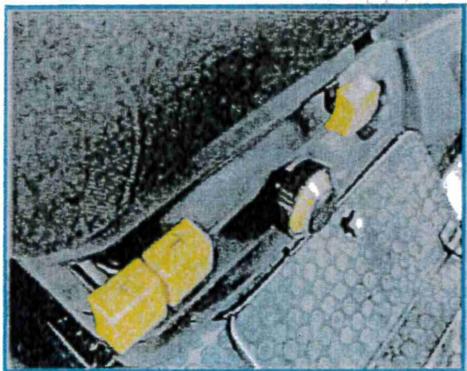
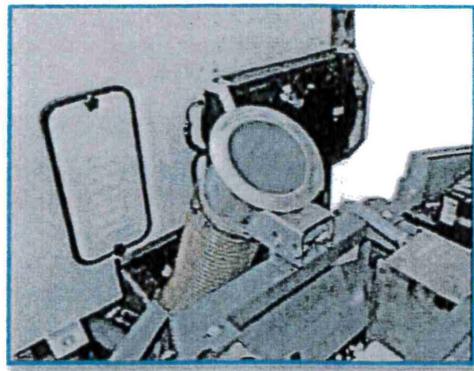
The suction inlet and its flap opening system are covered by a patent filed by Dulevo providing the following advantages:

- optimal but automatic sucking of all waste, from dust to coarse waste, without operator intervention
- increase in speed and, therefore, of the suction capacity in the presence of waste stuck on the ground, where greater breakaway force is required
- remotely controlled flap, at the discretion of the operator



The 6 In diameter pipe fitting opening/container is installed in an exterior position, well visible and without corners or bends.

The machine is equipped with an inspection door on the floor between the two seats, which allow access to the tube for the tube to be cleaned quickly or to remove debris if clogged.



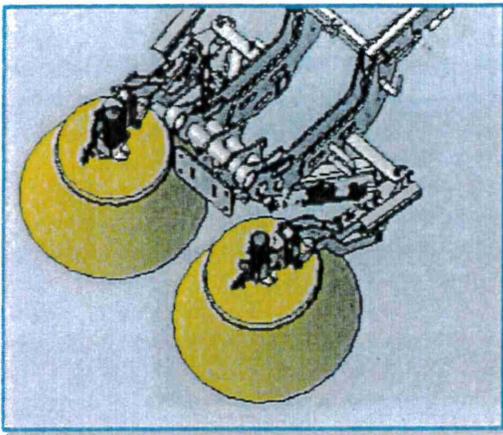
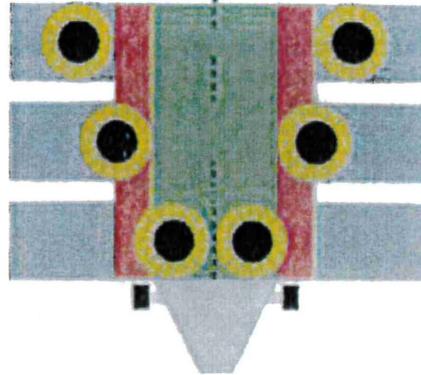


SWEEPING SYSTEM

The D.Zero² is a suction type road sweeper.

The suction inlet with 25,6 In opening located in the front part of the machine, is supported by two 34,65 In side brushes, independently controlled from the operator station in the cabin, that allow a sweeping path ranging from 69 ÷ 126 In.

The ideal recommended sweeping path is 82,7 In.



The side brush system is thrust-operated; ascent, descent and opening of the arms, to change the sweeping path, are controlled independently from the armrest in the cabin.

Rotation speed of the brushes can also be changed from the cabin, from 0 to 60 rpm. They are driven by orbital hydraulic motors protected by supports with labyrinths to prevent inclusions by external agents

The horizontal and vertical incidence angle of the side brushes can be adjusted mechanically.

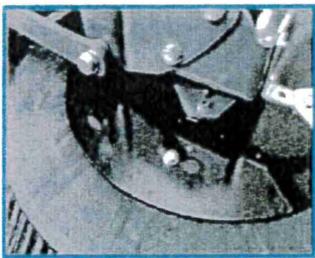
Pressure on the ground can be adjusted by a spring-operated system.

The sweeping system is provided with a mechanical joint with traction spring which retracts the brushes in case of blows and with check valves on the control block and mechanical stops to keep the units in safe conditions during the transfer phase.

Activation of the sweeping system is subordinated to placing the sweeper in the work phase.

Brush descent and rotation take place simultaneously. If needed, rotation direction can be inverted by means of the switch on the armrest.

When reverse gear is engaged, the brushes lift up automatically but the operator can lower them by means of the button on the Forward/Reverse drive selection lever in order to clean narrow angles.



The coupling system of the brushes is carried out with an interface flange, positioning in counter rotation and locking with bolt and insert embedded in the plastic structure of the brushes.

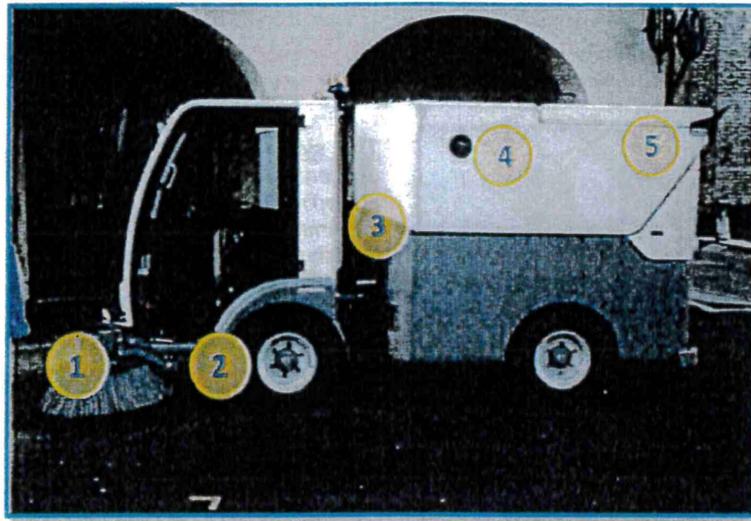


DUST REMOVAL SYSTEM

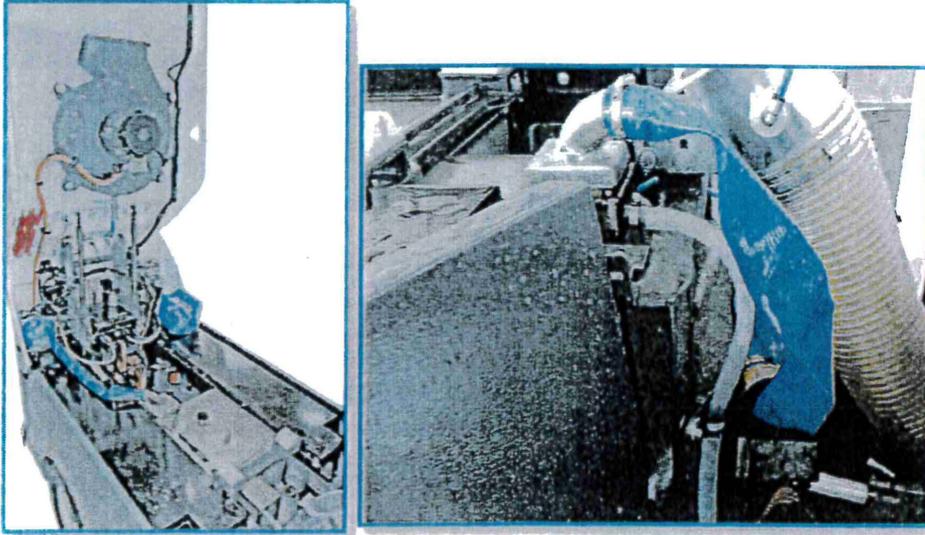
The D.Zero² sweeper is equipped with a hydro-mechanical dust removal system.

The first dust removal phase is carried out by means of nozzles placed on the front brushes (horizontally and vertically adjustable and with internal protective filter), inside the suction inlet and at the end of the suction pipe near the inlet in the container.

The bulkier material is removed by means of a chain system at the inlet of the container and a stainless steel grille under the lid with a surface of approximately 19,4 ft².



The system is fed by a stainless steel AISI 304 tank, located at the centre of the machine, with a total capacity of 58.2 gal and connected to a 12 V electric pump with 100 micron filter on delivery line. The tank is equipped with a top cap to add disinfectant and a drain plug at the bottom to empty it completely at the end of the work shift.

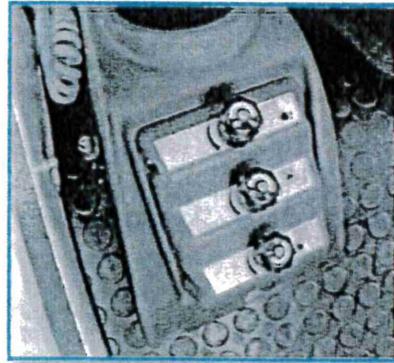


The water charging point is located near the articulated joint. A connection tube allows water to be loaded even with the container lowered. The machine is equipped with a UNI 45 sleeve and a pipe of about 197 In to connect to the fire hoses.

The load system guarantees disconnection from the water supply pipes to the tanks.

The following adjustment taps are found at the lower right of the driver's seat:

- Water to left brush quantity adjustment valve
- Water to right brush quantity adjustment valve
- Water to suction inlet quantity adjustment valve

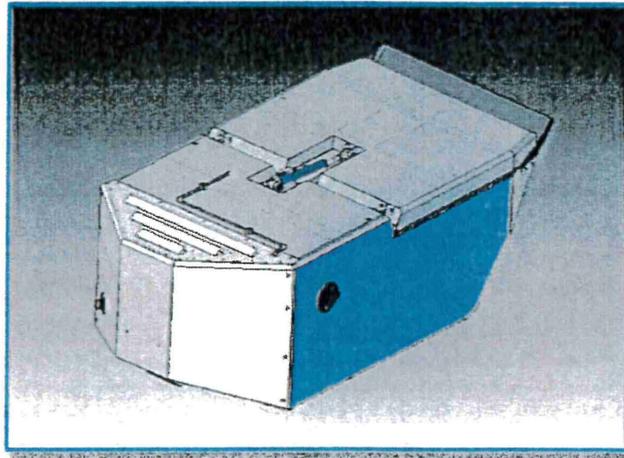


Adjusting valve is mounted on the outside, near the nozzles installed on the extraction hose end / container inlet, for works that are carried out in particularly dusty places.

The machine is equipped with a water recirculation system from the container, which can be operated via a button on the armrest that controls a solenoid valve. The capacity of the recirculation system allows the water availability to be increased by another 47,55 In. Since it is recirculated water, filtered through a grid, the system allows only the system that goes directly to the suction inlet without it being in contact with the ground.

WASTE CONTAINER

The waste container is made of AISI 304 0,098 In thick watertight stainless steel.
The total external geometric volume of the waste container is 2,8 yd³ with continuously welded parts according to UNI EN 15614.

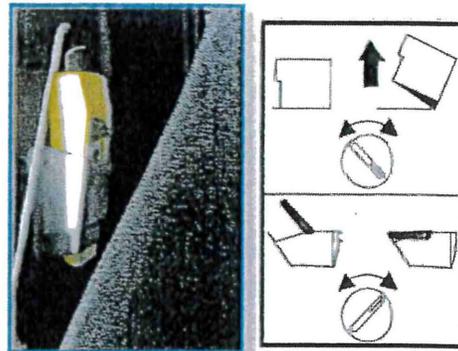


The cover, also in stainless steel, is kept open during dumping thanks to the thrust of an hydraulic cylinder operated from a pushbutton panel.
The container has doors on the left and right sides with gaskets, for the manual insertion of bulky debris.
The sweeper is equipped with a lifting system consisting of two hydraulic cylinders, to dump the waste container at a height of 57 In.
It is tipped from outside the cabin by using a selector on a mobile pushbutton panel to open the container hatch and to move the container up and down.
The container is lifted and its lid opened by means of two hydraulic cylinders provided with check valves.
A hand pump on the right side allows you to lift and lower in an emergency.

Waste unloading functions mobile push-button panel

There is a lid opening/closing and/or waste container lifting/lowering selector

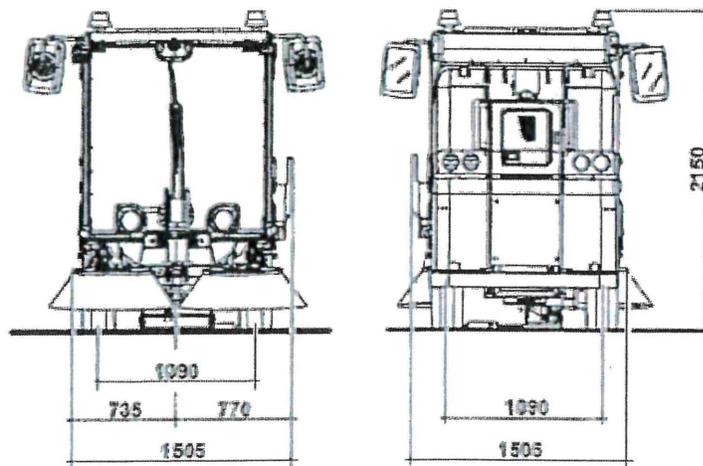
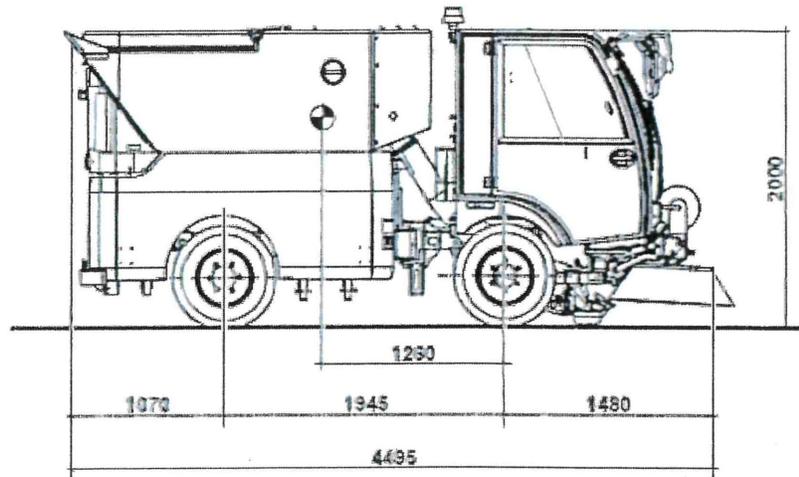
- Turned anti-clockwise it enables the opening/closing of the waste unloading cover.
- Turned clockwise it enables the lifting/lowering of the waste container.
- With the selector rotated anti-clockwise and pressing the second button it controls the opening of the waste container cover.
- With the selector rotated anti-clockwise and pressing a button controls the closing of the waste container cover.
- With the selector rotated clockwise and pressing a button controls the lifting of the waste container.
- With the selector rotated clockwise and pressing a button controls the lowering of the waste container.





SIZE AND WEIGHT

<i>Length</i>	177 In
<i>Width</i>	56,7 In
<i>Maximum height</i>	84,7 In
<i>Wheelbase</i>	77 In
<i>Empty weight</i>	8046,8 lbs
<i>Payload</i>	2204,6 lbs
<i>Gross weight vehicle (GWV)</i>	10251,4 lbs





SAFETY DEVICES

The analysis of the safety requirements was carried out in compliance with the machinery directive **2006/42 EC** and subsequent amendments, and with reference to standard:

UNI EN 13019 (machines for road surface cleaning);

UNI EN 12100 (safety of machinery –general principles for design);

UNI EN 13857 (safety distances);

EN 982 (safety requirements for fluid power systems and their components);

ECE ONU R10 (electromagnetic compatibility);

ISO 6469 (electrical machine safety requirements);

UNECE R100 (electric vehicle approval);

The sweeper has been approved as a self-propelled operating machine in accordance with the highway code regulations.

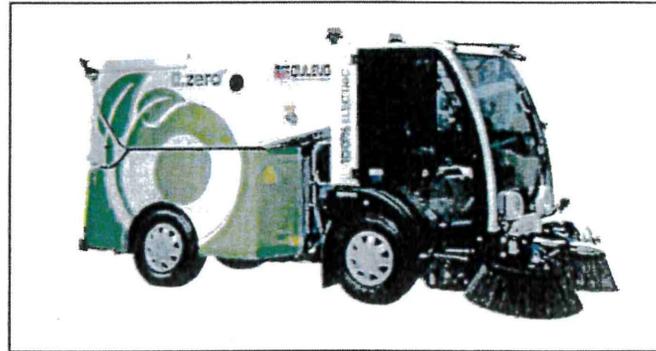
In summary, the sweeper is equipped with:

- Fire extinguisher stored inside the driver's cabin.
- Emergency push-button that stops the work functions
- Button to enable the waste disposal/container tilting push-button panel
- Side brush locking pins (to be applied)
- Tips (to be applied whenever operating under the waste container): remove them from the stowage compartment and install them on the stubs of the container tilting cylinders, securing them with the appropriate pin.
- Retaining valves: on the tilting cylinders, they prevent the container from descending if the hydraulic pipes break.
- Microswitch: the warning light on the multifunctional display goes on to indicate when the container is raised or not properly locked.
- Low voltage battery disconnecting lever
- Flashing lights
- Man on board sensor under the driver's seat that enables traction in the presence of the operator sitting in the driver's seat.
- Warning buzzer that the machine is moving in reverse.

INDUSTRIAL AND STREET CLEANING EQUIPMENT



SWEeper MODEL D.zero 2 TECHNICAL DATA



DIMENSIONS			
Length	In	177	(4495mm)
Width	In	56,7	(1440mm)
Height	In	196,9	(2000mm)
Height with beacon	In	84,7	(2150mm)
Net weight	lbs	8046,8	(3650kg)
Payload	lbs	2204,6	(1000kg)
Gross vehicle weight	lbs	10251,4	(4650kg)
PERFORMANCE			
Cleaning performance	ft ² /h	271152	(26400 m ² /h)
SWEEPING WIDTH			
Variable sweeping width	In	69 ÷ 126	(1750 ÷ 3200mm)
Max speed	Mph	15,6	
Max reverse speed	Mph	15,6	
Working speed	Mph	7,5	
Maximum Gradeability to load	%	15	
Maximum Gradeability empty	%	18	
Internal steering radius	ft	6,6	(2000mm)
Steering radius Kerb to Kerb	ft	10,9	(3300mm)
Steering radius Wall to Wall	ft	11,5	(3500mm)
CHASSIS			
Material		S355	
Thickness	In	0,2	(5mm)
SIDE BRUSHES			
Diameter	In	34,7	(880mm)
Material (standard)		PPL	
Rotation speed	rpm	0 - 60	
Transmission		Hydraulics	
Motor		Hydraulic	

LIFTING FLAP FOR BUCKY DEBRIS		
Lifting flap height	In	0,6 ± 3,2
Drive		Electric
SUCTION SYSTEM		
Type of suction fan		Blades
Fan diameter	In	20,5 (520mm)
Suction motor power	W	5000
Depression	mmH ² O	350
Air flow	yd ³ /h	7846 (6000m ³ /h)
SUCTION MOUTH		
Hose diameter	In	6 (150mm)
Mouth width	In	25,6 (650mm)
Hose length	In	43,4 (1100mm)
Control of the mouth suction		Electro-hydraulic
DUST FILTER		
Type of filter		Hydromechanic
Filter surface	ft ²	19,4 (1,8m ²)
WASTE CONTAINER		
Container volume	yd ³	2,8 (2,1m ³)
Hopper emptying system		Electro-hydraulic
Dumping height	In	57 (1450mm)
Material		AISI 304
WATER TANK		
Water tank capacity	gal	58,2 (220l)
Material		AISI 304
Recycling system capacity	gal	47,6 (180l)
WATER SYSTEM		
Type		Electric
Flow	gal/m	4 (15 l/m)
Pressure	Psi	145 (10 Bar)
Nozzles		2 + 2 + 2 (suction mouth) + 2 (suction hose)
Adjustment		Variable

BATTERY		
Type		Li Fe PO4
Number of batteries	n°	2
Maximum Power	kW	76,8
Voltage	V	96
Battery Capacity	Ah	800
Autonomy (UNI EN 15429-2)	hours	> 8
Battery Charger STANDARD	V/A	480 / 30 - 96 / 180
Battery Charger FAST	V/A	-
Auxiliary battery service	n°	2
Battery Capacity	V/Ah	12 / 18
Voltage	V	24
TRACTION		
Transmission		Electric
Motor power	W	9000
WHEELS		
Front tire dimensions		215R 14C8
Specific pressure on the ground front wheels	kg/cm ²	5,4
Rear tire dimensions		215R 14C8
Specific pressure on the ground rear wheels	kg/cm ²	5,9
BRAKES		
Type		Drum
Service brake		Hydraulic
Parking brake		Mechanic
STEERING		
Type		Hydraulic
Steering		Hydraulic power steering with central articulated joint
HYDRAULIC SYSTEM		
Type		Electro-hydraulic
Motor power	W	3500
Type of oil		Biodegradable
Tank capacity	gal	4 (15l)
SOUND EMISSIONS		
Sound pressure level (LpA)	dB	64,4
Sound power level (LwA)	dB	93,4
AIR CONDITIONING SYSTEM		
Type		Electric
Cooling capacity	KW	4
Heating power	KW	1,5
Air flow	yd ³ /h	588,5 (450m ³ /h)



D.zero²
Denominazione di Omologazione: 2000E



Construction features:

100% Electric.

Electric traction with 9 kW motor power. Brush-less engine (Maintenance free)

Suction with 5 kW motor power. Brush-less engine (Maintenance free)

Motor for Services with 3,5 kW. Brush-less engine (Maintenance free)

By means of biodegradable oil (15 liters and Brand Panolin), the electric motor intended for services moves:

Steering - Safety and possibility of movement even when the machine is switched off.

Brush Motors - Suitable for road use.

Container lifting.

Air conditioning and fully automatic electric heating system.

Lithium Iron Phosphate Batteries. Two batteries connected in parallel for greater reliability. If there is a problem with a battery pack the autonomy is reduced but the machine continues to work.

96V Battery voltage.

Charging cycles up to 3000.

Autonomy of more than 8 hours according to regulation EN 15429.

5 or 2.5 quick charging times with external three-phase chargers.

Standard Battery Warranty 36 months or 900 charging cycles.

STD battery heating system.

DULEVO INTERNATIONAL spa

Via G. Guareschi, 1 43012 Fontanellato - PARMA - Italia - Tel. +39-0521-827711 - Fax +39-0521-827795 - www.dulevo.com - E-mail: info@dulevo.com
Trib. Parma n. 21966 - C.C.I.A.A. n. 177064 Parma - C.F. e P.IVA 01767940347



Sweeping System features:

Geometric container volume of 2.1 cubic meters.
Variable sleeping width 1750 – 3200 mm. Maximum Sweeping width with 2100mm of coverage.
Patented suction mouth from 650mm (reduction manual use of the flap which is electric).
Clean water tank 237 liters + 180 liters of recirculation as standard equipment.

STD Battery Remote Monitoring System (that prevents problems by constant control by the supplier).

STD Dulevo Telematic System for real-time diagnostics and monitoring by the parent company.

Cabin

Asymmetric cabin for maximum operator comfort.
Adjustable steering column, height with integrated function panel.
All road traffic controls are placed on the steering column.
The screen becomes rear camera (automatically in reverse mode) or by manual selection.
Access to the diagnostic menu for instant visualization of any anomalies.

All sweeping commands are on the side armrest.
Brush speed and turbine adjustment.
Extra suction button + 15% of suction for up to about 5 minutes.
Water regulation of the brushes and regulation of the suction mouth from the cabin.
Additional nozzles on the hose for dusty places. External faucet.

Heated electric mirrors as standard equipment. (Standard)
Radio (Standard)

Commercial topics of the electric sweeper:

CO2 emissions and other harmful gases to zero.
10% reduction of the sound power. Average value detected 65dB around the machine.
80% savings fuel costs per year - About 10000 € year.
75% reduction of routine maintenance costs.
Amortization of the initial cost (GAP) after three years, based on the working hours done.
After the break-even point (amortization) there is a savings on the management cost.

DULEVO INTERNATIONAL spa

Via G. Guareschi, 1 43012 Fontanellato –PARMA-Italia - Tel. +39-0521-827711 - Fax +39-0521-827795 - www.dulevo.com - E-mail: info@dulevo.com
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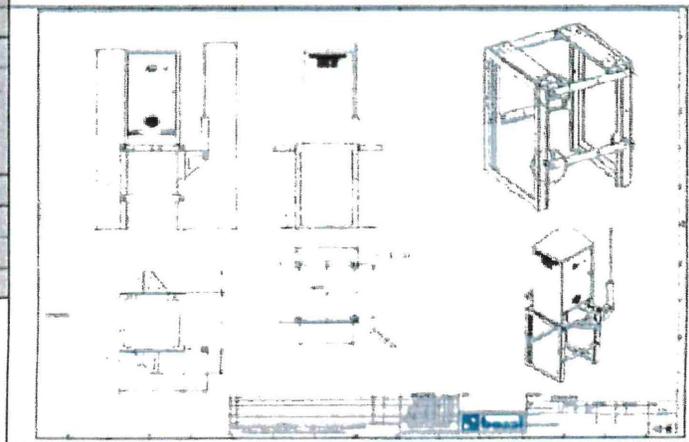
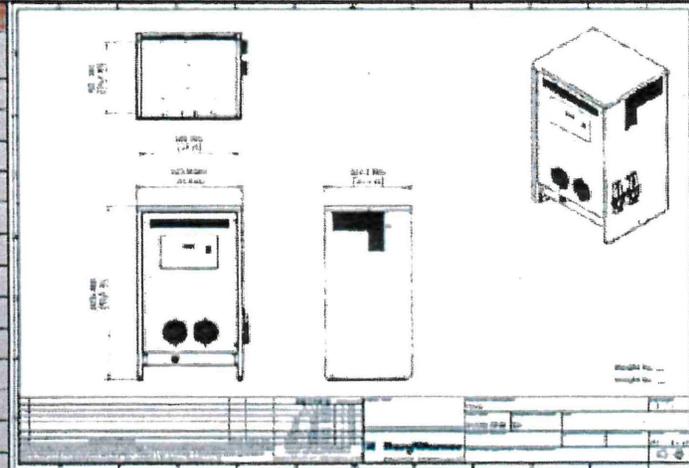
Basal High Frequency Lithium Indoor (rated IP21)

THREE-PHASE 50/60Hz POWER SUPPLY - AC Input Voltage Suitable 3x208Vac $\pm 10\%$

MODEL PART#	Output			Marks	Phase Current Pmax	HOUSING DIMENSIONS				INSTALLATION (Wall-Rack-Floor)	Weight
	U _{max}	I _{max}	P _{outmax}			L (front)	W (side)	H	TYPE		
	V	A	kW								
2018-Oct-01-GR-r31				$\pm 10\%$ Vac	$\pm 10\%$ A	mm	mm	mm			kg
customer: LI-C17-096-150-C1-001	6-120	150	18,5	208	50,0	522	626	1057	MAXI	Floor-Rack	102
comr.1251819 model.MAC IGBT 15 LHM											

Battery charger output: 6/120V-150Amp input: 3-phase 3x208Vac - provided without Input AC plug

Description	Value
Main voltage (-10%/+10%)	3 PE 208vac / 60Hz
Main fuse protection	>69A (class CH, gG)
Circuit breaker/RCCB type	>60A (class D or K)
Leakage current	>39 mA
Inrush current	< 1,30 x I in MAX
Minimum main lead cross section	16mm ² /4AWG
Duty cycle	100%
EMC device class	B
Max. permitted main impedance Z _{max} at PPC	none
Protection class	Protection class 1
Degree of protection	IP21
Overvoltage category	II
Operating temperature	-5 to +45°C
Storage temperature	-20 to +60°C
Relative humidity	75%
Maximum altitude above the sea level	2000 m
Marks of conformity	CSA Std C22.2 No. 107.2 01-R2011 - Battery Chargers UL 1564 4th Ed. 2015 - Industrial Battery Chargers
Product standard	EN 61000 / 60335
Pollution level	2
Output RIPPLE	<3%
Power Factor	>0.98



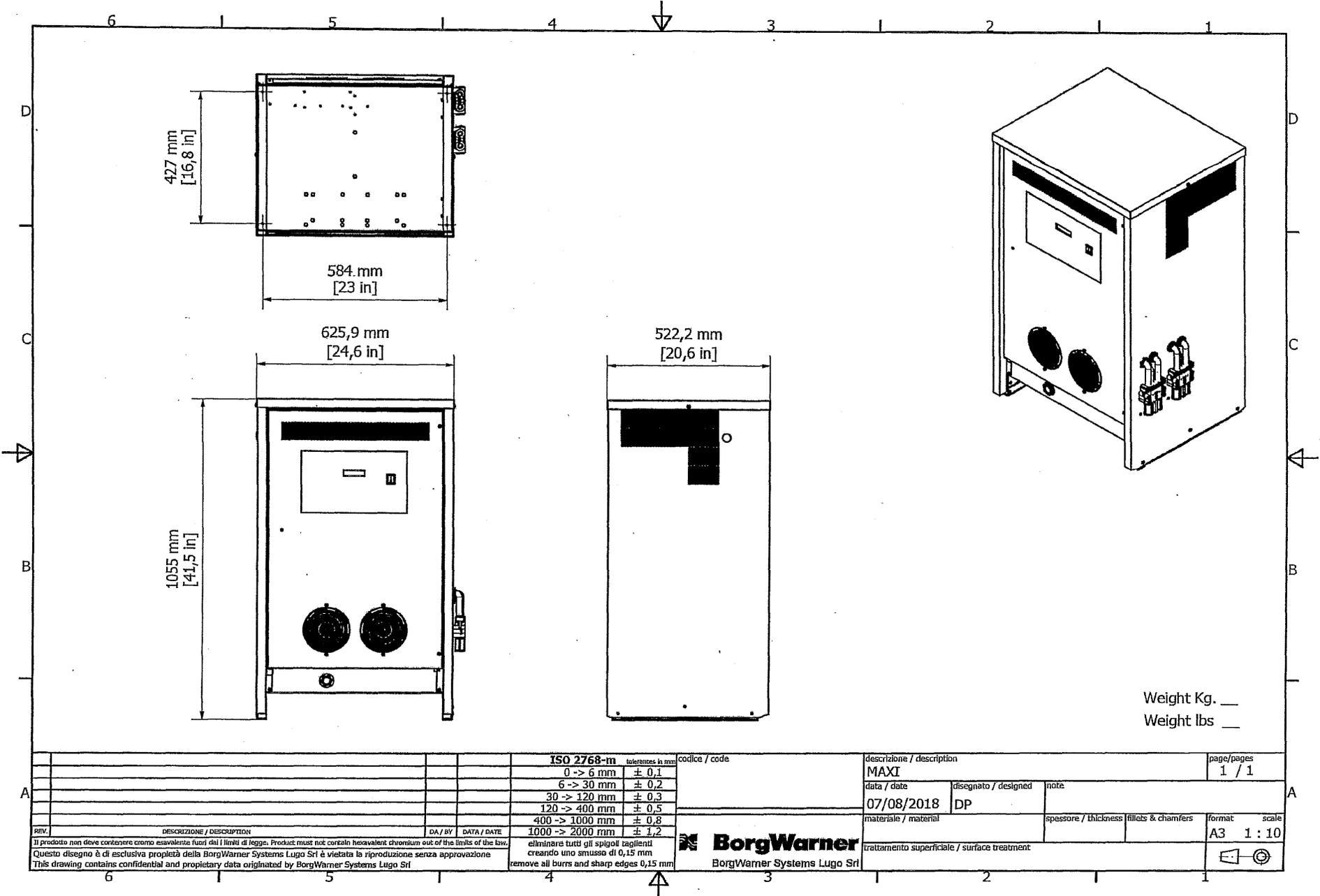


EXHIBIT "B"



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. 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 and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT C
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions and Work Force Report

Living Wage Certification form, if applicable

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Dulevo D-Zero2 Electric Sweeper and Associated Accessories and Parts

B. BIDDER/PROPOSER INFORMATION:

Nixon-Egli Equipment Company

Legal Name	Ontario	DBA	
2044 S. Vineyard Ave	City	CA	91761
Street Address	(909) 930-1822	State	Zip
Gavin Singleton, Vice President of Municipal Sales	Phone	(909) 923-2356	Fax
Contact Person, Title			

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
or
- directing or supervising the actions of persons engaged in the above activity.

Adam Endress	Southern California Area Manager
Name	Title/Position
Ontario, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Point of Contact and Account Manager	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 08/21/1971 State of incorporation: California

List corporation's current officers: President: James Nixon
Vice Pres: Gavin Singleton
Secretary: James Nixon
Treasurer: James Nixon

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 08/21/1971

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank

Point of Contact: Kenny Lui

Address: 60 Livingston Ave. St Paul, MN 55107

Phone Number: (800) 872-2657

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2006010982 Year Issued: 1012019

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Fullerton

Contact Name and Phone Number: Dan Diaz – 714-984-4637

Contact Email: dand@ci.fullerton.ca.us

Address: 303 W. Commonwealth Ave Fullerton, CA 92832

Contract Date: June 2019

Contract Amount: 190,000.00

Requirements of Contract: Leeboy 8510 Paver

Company Name: Southern California Edison

Contact Name and Phone Number: Randy Stone

Contact Email: randy.stone@sce.com

Address: 265 N East End Ave Pomona CA 91765

Contract Date: December 2019

Contract Amount: 2,500,000.00

Requirements of Contract: (100) Felling utility Trailers

Company Name: County of Orange

Contact Name and Phone Number: Cesar Grijalva – 714-412-4775

Contact Email: cesar.grijalva@ocpw.ocgov.com

Address: 2023 W. Collins Ave. Orange, CA 92867

Contract Date: July 2018

Contract Amount: 230,000.00

Requirements of Contract: MTS- Maintainer Two Ton Lube Truck

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Gavin Singleton- Vice President of Municipal Sales

Name and Title



Signature

1/7/2020

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Gavin Singleton- Vice President of Municipal Sales

Print Name, Title



Signature

1/7/2020

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Nixon-Egli Equipment Company

Certified By Gavin Singleton Title Vice Preside of Municipal Sales


 Name _____
 Signature _____

Date 1/7/2020

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Nixon-Egli Equipment Company

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2044 S. Vineyard Ave

City: Ontario County: San Bernardino State: CA Zip: 91761

Telephone Number: 909-930-8908 Fax Number: 909-923-2356

Name of Company CEO: Steve Nixon

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Gaby Scantee

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2044 S. Vineyard Ave. Ontario, Ca 91761

Telephone Number: 909-930-8908 Fax Number: 909-923-2356 Email: aendress@nixonegli.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

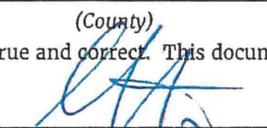
Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Nixon-Egli Equipment Company
(Firm Name)

San Bernardino, California hereby certify that information provided

herein is true and correct. This document was executed on this Seventh day of January, 2020


(Authorized Signature)

Gavin Singleton
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Nixon-Egli Equipment Company

DATE: 1/7/2020

OFFICE(S) or BRANCH(ES): Ontario, CA

COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2								6	1		
Professional														
A&E, Science, Computer											1			
Technical														
Sales			2	1							9	1		
Administrative Support			3	3							4			
Services														
Crafts			4								10			
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			11	4							30	2		
--------------------	--	--	----	---	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees	47
----------------------------------	-----------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			0	0							0	0		
----------	--	--	---	---	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Nixon-Egill Equipment Company

DATE: 1/7/2020

OFFICE(S) or BRANCH(ES): Ontario, CA

COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{4, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Nixon-Egli Equipment Company
 Company Address: 2044 S. Vineyard Ave. Ontario, CA 91761
 Company Contact Name: Adam Endress Contact Phone: 909-230-8908

CONTRACT INFORMATION

Contract Number (if no number, state location): 788709_3 Start Date: November 29, 2019
 Contract Title (or description): Dulevo D-Zero2 Electric Sweeper End Date: November 28, 2024
 Purpose/Service Provided: Road Sweeper

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Gavin Singleton Vice President of Municipal Sales
 Name of Signatory Title of Signatory

 Signature 1/7/2020
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____