

1 AGREEMENT

2 **30049**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 15,  
4 2007 for reference purposes only, pursuant to Resolution No. RES-07-0005 adopted by  
5 the City Council of the City of Long Beach at its meeting on January 9, 2007, by and  
6 between HAAKER EQUIPMENT COMPANY, a California corporation ("Contractor"),  
7 located at 2070 N. White Avenue, LaVerne, California 91750, and the CITY OF LONG  
8 BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City  
10 to make purchases under the purchasing contracts of other governmental agencies when  
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase one (1) pot hole patch truck and  
13 may desire to purchase a second pot hole patch truck; and

14 WHEREAS, the County of San Bernardino (the "County") has a contract for  
15 the purchase of this patch truck from Haaker Equipment Company, Purchase Order No.  
16 G1929 ("County Purchase Order"); and

17 WHEREAS, Resolution No. RES-07-0005 authorizes the City Purchasing  
18 Agent to purchase this equipment from Contractor by virtue of the County Purchase Order;

19 NOW, THEREFORE, in consideration of the terms and conditions contained  
20 in this Agreement, the parties agree as follows:

21 1. The County Purchase Order with Contractor is incorporated by this  
22 reference as if fully set forth, and the same terms and conditions contained in the County  
23 Purchase Order shall be applicable here except as follows:

24 a. Wherever the County Purchase Order refers to the County, it shall be  
25 deemed to refer to the City of Long Beach;

26 b. Contractor shall sell, furnish and deliver to the City equipment of  
27 substantially the same type and kind purchased by the County of San Bernardino and on  
28 the same terms and conditions offered to the County of San Bernardino, except as

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 modified by Exhibit "A" attached to and incorporated in this Agreement, for an amount not  
2 to exceed \$209,923.81 including tax, extending until the warranty on the one (1) pot hole  
3 patch truck expires. To the extent that the County Purchase Order and this Agreement are  
4 inconsistent, the following priority shall govern: (1) this Agreement and (2) the County  
5 Purchase Order.

6 c. Payment for the equipment purchased from Contractor by the City shall  
7 be made by the City on delivery to and acceptance of the equipment by the City and  
8 submittal of an invoice to the City. Payment is due thirty (30) days after the date of the  
9 invoice.

10 d. All warranties shall accrue to the City of Long Beach.

11 e. The parties may, by mutual agreement, amend this Agreement with the  
12 approval of the City's City Council.

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

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

21 4. The terms appearing on the County's Purchase Order are incorporated  
22 in this Agreement. Contractor is called "Vendor" in the County's Purchase Order.

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

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

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1 If there is any legal proceeding between the parties to enforce or interpret this Agreement,  
2 or to protect or establish any rights or remedies, the prevailing party shall be entitled to its  
3 costs and expenses, including reasonable attorney's fees.

4 IN WITNESS WHEREOF, the parties have caused this document to be duly  
5 executed with all formalities required by law as of the date first stated above.

6 HAAKER EQUIPMENT COMPANY, a California  
7 corporation  
8 By [Signature]  
9 President

10 FEBRUARY 21, 2007  
11 ER. BLACKMAN  
12 (Type or Print Name)

13 By [Signature]  
14 Secretary

15 FEBRUARY 21, 2007  
16 CINDY Y. HAAKER  
17 (Type or Print Name)

"Contractor"

18 CITY OF LONG BEACH, a municipal corporation  
19 By [Signature]  
20 City Manager

21 3/19, 2007

"City"

This Agreement is approved as to form on 3/8, 2007.

ROBERT E. SHANNON, City Attorney

22 By [Signature]  
23 Deputy City Attorney

24 LAC:bg  
25 06-06532  
26 L:\APPS\CtyLaw32\WPDOCS\D015\PO05\00100278.WPD

# EXHIBIT “A”



# HAAKER EQUIPMENT COMPANY

SINCE 1972

A CALIFORNIA CORPORATION

2070 N. WHITE AVENUE

LA VERNE, CALIFORNIA 91750

(909) 598-2706 • FAX (909) 598-1427

PARTS DEPT. FAX (909) 594-0498

www.haaker.com



November 16, 2006

Mr. John Seavers  
Superintendent Acquisitions  
CITY OF LONG BEACH  
2600 Temple Avenue  
Long Beach, CA 90806

Dear Mr. Seavers

Haaker Equipment Company is pleased to offer the City of Long Beach the opportunity to purchase a HD Industries Pro Patch CNG TCM 415-160 via add-on/piggyback from the County of San Bernardino dated January 19, 2006. Unit to include following standard and optional equipment:

**ONE (1) H.D. INDUSTRIES PRO-PATCH TMC425-160-DHE**

Mounted On A 2007 Sterling Condor Chassis, Cummins 380 HP LNG Engine, 119-Gallon LNG Tank, and Eaton/Fuller 10- Speed Transmission. Pro-Patch Unit Includes Snow Plow Attachment And Includes All Standard Equipment Including:

- ✓ Spoils Bin
- ✓ Hydraulic Tool Line Hose Reel
- ✓ Hydraulically Operated Steel Doors
- ✓ Hand Torch Hose Reel with 25' Hose
- ✓ Diesel Fuel Hose Reel
- ✓ Tack Oil Hose Reel
- ✓ Drip Pan
- ✓ 5 Gallon LP Gas Bottle with Bracket for hand torch
- ✓ Extra Tool Box, 19"x24"x30"
- ✓ PTO Crankshaft
- ✓ Electric AC Generator System
- ✓ LED Lights on Rear, Stop, Turn

**Total Extended Price Per Bid:..... \$ 180,225.00 + T ax**

**The Following Items Were Bid Separately, Reference Page 15 Of 17 Of Bid Documents:**

- ✓ AM/FM Stereo.....\$ 600.00
- ✓ Rear Vision Camera System.....\$ 1600.00
- ✓ Compactor Lift Platform.....\$ 1994.00
- ✓ Sanding Attachment.....\$ 3119.00



- ✓ Side Discharge Conveyor .....\$ 5494.00
- ✓ **Message Board/Highway Safety 180-degree, 25 Lamp ..\$ 3700.00**
- ✓ Spare Tire/Wheel Front .....\$ 700.00
- ✓ Spare Tire/Wheel Rear .....\$ 1200.00
- ✓ Hydraulic Jack Hammer .....\$ 2619.00
- ✓ Hydraulic Vibratory Plate.....\$ 2494.00

Haaker Equipment would like to offer the City of Long Beach the opportunity to add or delete options to meet their specifications. Items listed below:

- Delete – Snow Plow Attachment with standard 10 speed transmission..... ( 9,500.00)
- Delete – Message Board/Highway Safety Board..... ( 3,700.00)
- Deletions Total:..... ( 13,700.00)
- Add – Cummins 320 HP w/Allison Auto Transmission.....\$ 9250.00
- Add – Whelen Light Bar Package-Light Bar, 4-Corner Strobes, Arrowstick.....\$ 4,450.00
- Additions Total: .....\$ 13,700.00

Total of Additions/Deletions – No Change. Haaker Equipment Company will be happy to honor the San Bernardino bid price and meet the City of Long Beach specifications at no charge.

We appreciate the opportunity to be of service to the City of Long Beach and look forward to being of further and continued service.

Sincerely,



MATT MUINCH  
Sales Representative

MM/rp

Enclosures

# COUNTY OF SAN BERNARDINO

PURCHASING DEPARTMENT

(909) 387-2060

PURCHASED ORDER NO.		G1929
THIS NUMBER APPEAR ON ALL INVOICES	SHIPPING APPEAR ON ALL INVOICES	
ORDER DATE	DELIVERY DATE	REQUISITION NO.

BUYER 07 01-24-06 06-30-06 G0882  
 SVK DEPT: TRA REF. DOC ID: PC TRAG1929

UT	LN	ORG/SUB	APPR	QTY	UNIT	PRICE	TOTAL COST
	1	TRA	450	4050		68004045	210942.1

SHIP TO

DEPT. OF PUBLIC WORKS  
 TRANSPORTATION/FLOOD OPERATION  
 825 E. THIRD STREET, BLDG 6  
 SAN BERNARDINO, CA 92415-0835

VENDOR

HAAKER EQUIPMENT COMPANY  
 2070 N WHITE AVE  
 LA VERNE CA 91750

BUYER

DEPT OF PUBLIC WORKS  
 ADMINISTRATIVE SERVICES  
 825 EAST THIRD STREET-ROOM 117  
 SAN BERNARDINO, CA 92415-0835

"X" indicates confirming order - do not duplicate

Terms: Net 30 days (unless otherwise noted on P.O.)

QTY	DESCRIPTION OF MATERIALS OR SERVICE	UNIT	PRICE	TOTAL COST
***** PARTIAL PAYMENTS AUTHORIZED *****				
1	01 070 AUTOMOTIVE VEHICLES PATCH TRUCK W/PLOW (ALT FUEL), NEW CONDOR/STERLING WITH HD PRO-PATCH 415-16 DHE, 1 EA	LOT	210942.1700	210942.1
	OPTION 1 CNG ENGINE AND TANK, 1 EA		\$180,225.00 INCLUDED	
	OPTION 3 AM/FM RADIO, 1 EA		600.00	
	OPTION 4 REAR VISION CAMERA, 1 EA		1,600.00	
	OPTION 5 COMPACTOR MOUNT PLATFORM, 1 EA		1,994.00 ✓	
	OPTION 6 SANDING ATTACHMENT, 1 EA		3,119.00 ✓	
	OPTION 7 PIVOTAL AIRPORT CHUTE, 1 EA		INCLUDED	
	OPTION 9 MESSAGE BOARD, 1 EA		3,700.00 ✓	
	OPTION 10 SPARE TIRE AND WHEEL FRONT, 1 EA		700.00	
	OPTION 11 SPARE TIRE AND WHEEL REAR, 1 EA		1,200.00	
	OPTION 12 HYDRAULIC JACK HAMMER, 1 EA		2,619.00 ✓	
	SUBTOTAL		\$195,757.00	
	CST		15,171.17	
	CA TIRE FEE		14.00	
	TOTAL		\$210,942.17	
PAGE TOTAL :				210,942.17

RECEIVED  
 JAN 30 2006

THIS IS CALING

F.O.B. DESTINATION (UNLESS OTHERWISE SPECIFIED)

AUTHORIZED BY:

BUYER

PURCHASING AGENT

COUNTY OF SAN BERNARDINO

PURCHASING DEPARTMENT

(909) 387-2060

PURCHASED ORDER NO.		G1929
THIS NUMBER APPEAR ON ALL INVOICES	SHIPPING RS AND PACKAGES	
ORDER DATE	DELIVERY DATE	REQUISITION NO.

BUYER 07 01-24-06 06-30-06 G0882  
 SVK DEPT: TRA REF. DOC ID: PC TRAG1929

FUND	LN	ORG/SUB	APP. NO./SUB	ACTY	GRC/JOB	TOTAL COST
1	TRA	4504050			68004045	210942.

S H P O

DEPT. OF PUBLIC WORKS  
 TRANSPORTATION/FLOOD OPERATION  
 825 E. THIRD STREET, BLDG 6  
 SAN BERNARDINO, CA 92415-0835

V

HAAKER EQUIPMENT COMPANY  
 2070 N WHITE AVE  
 LA VERNE CA 91750

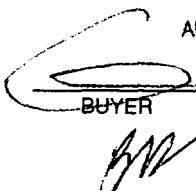
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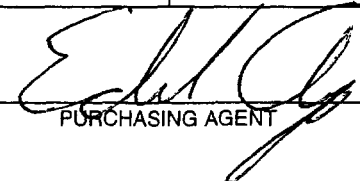
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 825 EAST THIRD STREET-ROOM 117  
 SAN BERNARDINO, CA 92415-0835

"X" indicates confirming order - do not duplicate

Terms: Net 30 days (unless otherwise noted on P.O.)

DESCRIPTION OF MATERIALS OR SERVICE	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
<p>COLOR: ORANGE                      DELIVERY: 320 - 360 DAYS ARO                      WARRANTY PER PROPOSAL                      PER PROPOSAL G-53                      PER QUOTE DATED 1/11/06 BY B HAAKER</p> <p>VENDOR TO PROVIDE ORDER CONFIRMATION TO ZAVEY@PUR.SBCOUNTY.GOV UPON RECEIPT OF PURCHASE ORDER.                      VENDOR TO PROVIDE A DEALER REPORT OF SALE AT TIME OF DELIVERY                      VEHICLES ARE TO BE DELIVERED AND BILLED TO THE ADDRESS ON PURCHASE ORDER.                      ALL VEHICLES WILL BE REGISTERED TO: COUNTY OF SAN BERNARDINO                      210 NORTH LENA ROAD                      SAN BERNARDINO, CA 92415-0842                      INVOICE MUST INDICATE PURCHASE ORDER AND INCLUDE A COPY OF THE PURCHASE ORDER.                      IF VEHICLES DO NOT MEET THE COMPLETE SPECIFICATIONS AND INSTRUCTIONS OF THE PROPOSAL OR QUOTE, THE VENDOR WILL BE REQUIRED TO MAKE ALL NECESSARY CORRECTIONS AT HIS/HER EXPENSE.</p>				
F.O.B. DESTINATION (UNLESS OTHERWISE SPECIFIED)			PAGE TOTAL :	0.00
			GRAND TOTAL:	210,942.11

AUTHORIZED BY:  BUYER

 PURCHASING AGENT