

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 corporation of the State of California not to exceed Two Hundred Fifty Thousand Dollars
2 (\$250,000.00) provided, however, that the expenditures for the first year of this Contract
3 may be increased by five percent (5%), if needed. All prices quoted are F.O.B.
4 Contractor's place of business, Pomona, California. If an item is ordered and delivered to
5 Contractor by air or an item is a non-stock item of size, weight, or configuration that
6 requires special handling, Contractor shall itemize the transportation or special handling
7 charges on its invoice and may include a handling charge of fifteen percent (15%) of the
8 manufacturer's published list price. The prices to be paid by City may be increased or
9 decreased in accordance with National Prices when officially published by the Elgin Street
10 Sweeper Company. City shall not return any replacement parts purchased without prior
11 written authorization of Contractor, and the returned parts shall be subject to a fifteen
12 percent (15%) restocking charge provided, however, that the restocking charge shall not
13 apply to replacement parts which are returned because they are defective.

14 Terms: Net 30 days.

15 3. City may terminate this Contract, at the option of the City Manager, by
16 giving notice to Contractor, if factory-published prices are increased substantially over the
17 published factory repair parts price list furnished coincidentally with the execution of this
18 Contract. Furthermore, City may terminate this Contract as of September 30 of any year
19 in the event insufficient funds are appropriated to enable the City to purchase the
20 replacement parts from Contractor during the ensuing fiscal year (October 1 through
21 September 30).

22 4. Contractor shall maintain a normal stock of replacement parts at its place
23 of business throughout the term of this Contract. If any part is not in stock but is ordered
24 from the factory, said part shall be available for delivery to City at Contractor's place of
25 business within fourteen (14) days after receipt by Contractor of City's order.

26 5. Contractor shall deliver and City shall purchase such quantities of
27 replacement parts as may be necessary to meet the needs of City subject to the limits
28 stated herein.

1 6. The term of this Contract shall commence at midnight on
2 November 1, 2004, and shall terminate at 11:59 p.m. October 31, 2005. This Contract may
3 be extended by mutual agreement of the parties on the same terms and conditions for
4 two (2) additional periods of one (1) year each. If so extended, expenditures shall not
5 exceed five percent (5%) of the previous year's expenditures. If Contractor's sole source
6 status changes, City shall be required to publicly bid a new contract rather than enter into
7 a Contract extension with Contractor. City shall be the sole judge of the sole source status
8 of the Contractor.

9 7. Contractor shall furnish and deliver to City at the time of the execution of
10 this Contract by Contractor copies of current published factory repair parts price list for
11 equipment. Contractor shall forward to City from time to time such published factory repair
12 parts price list revisions and supplements as may be published by Elgin Street Sweeper
13 Company during the term of this Contract. The published factory repair parts price list,
14 together with revisions and supplements thereto, shall be filed in the office of City's
15 Purchasing Agent, First Floor, City Hall, 333 West Ocean Boulevard, Long Beach,
16 California 90802. Any price revisions and supplements to the published factory repair parts
17 price list, increasing the cost to City, shall not be effective as to City until said price
18 revisions and supplements have been received and are on file with City.

19 8. City shall pay Contractor in due course of payments of the City, generally
20 monthly, based upon replacement parts delivered to City and accepted by it during the
21 preceding calendar month. Payment may be made for parts previously ordered.

22 9. Contractor represents that the quality of the replacement parts delivered
23 to City shall be equal to replacement parts heretofore accepted by City from Contractor and
24 that said replacement parts heretofore accepted by City from Contractor and that said
25 replacement parts will be standard in every respect as manufactured by Elgin Street
26 Sweeper Company and will be subject to the manufacturer's usual warranty, if any.

27 10. If Contractor delivers to City an equipment, article, method, formula or
28 process of which the whole, or any part thereof, is covered by letters patent, Contractor

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 shall either be the owner of the letters patent covering the same or be a licensee or grantee
2 of such patent so as to entitle City to purchase, acquire and use said equipment, article,
3 appliance, method, formula or process. Contractor shall indemnify, defend, and hold City
4 harmless from and against any and all liability, claim, demand, damages, causes of action,
5 cost or expenses (including reasonable attorney's fees) in connection with any infringement
6 or allege infringement of any letters patent, or patent rights of any nature, with respect to
7 any equipment, article, appliance, method, formula or process delivered to City pursuant
8 to this Contract or resulting from the use thereof by City. If the City is legally prevented
9 from the use of any equipment, article, appliance, method, formula or process covered by
10 or alleged to be covered by letters patent, the indemnification heretofore provided for shall
11 include, at the option of City, the removal of said equipment, article, or appliance, and
12 Contractor shall furnish City with substitute equipment, article, appliance, method, formula
13 or process complying fully with the terms of this Contract. The substitution of any
14 equipment, article, appliance, method, formula or process by Contractor shall not terminate
15 the indemnification provisions of this Contract, but said provisions shall remain in effect so
16 long as City retains and uses said equipment, article, appliance, method, formula or
17 process.

18 11. Neither this Contract nor any of the moneys that may become due
19 Contractor hereunder may be assigned without the prior written consent of City.

20 12. Any notices required hereunder or desired to be given by either party
21 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
22 class, postage prepaid, addressed to Contractor at the address first stated above, and to
23 City in care of the City Manager, 13th Floor, 333 West Ocean Boulevard, Long Beach,
24 California 90802. Notice shall be deemed given on the date personal delivery is made or
25 on the date of deposit in the mail, whichever first occurs.

26 13. The City Council has determined by virtue of the authority vested in it
27 that no useful purpose would be served by requiring a faithful performance bond in
28 connection with this Contract, and no faithful performance bond is therefore required in

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 connection herewith.

2 IN WITNESS WHEREOF, the parties hereto have caused these presents to
3 be duly executed with all the formalities required by law on the respective dates set forth
4 opposite their signatures.

5 HAAKER EQUIPMENT COMPANY, a California
6 corporation

7 _____, 2005

By 

President
E.R. Blackman

8 _____, 2005

By 

(Type or Print Name)
Secretary
CINDY Y. HAAKER
(Type or Print Name)

"Contractor"

12 CITY OF LONG BEACH, a municipal corporation

13 2-17, 2005

By 

City Manager

"City"

16 This Contract is approved as to form on 2/10, 2005.

17 ROBERT E. SHANNON, City Attorney

18 By 

Senior Deputy

27 DFG:rjr (HAAKER) #01-04054

28 L:\APPS\CtyLaw32\WPDOCS\D029\004\00068885.WPD