

AGREEMENT

29530

THIS AGREEMENT is made and entered, in duplicate, as of April 21, 2005 for reference purposes only, pursuant to Resolution No. RES-05-0023 adopted by the City Council of the City of Long Beach at its meeting held on April 19, 2005, by and between SEAGRAVE FIRE APPARATUS LLC, a Delaware limited liability company, whose address is 105 East 12th Street, Clintonville, Wisconsin 54929 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, the City desires to purchase Fire Pumper Trucks; and

WHEREAS, the Fire Department Mount Joy has an existing contract for the purchase of such items from Contractor (the "Mount Joy Contract"); and

WHEREAS, Resolution No. RES-05-0023 authorizes the City Purchasing Agent to purchase said items from Contractor by virtue of the Mount Joy Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

1. The Mount Joy Contract including all exhibits, attachments and amendments, is attached to this Agreement as Exhibit "A" and is incorporated by this reference, and the same terms and conditions contained in the Mount Joy Contract shall be applicable to this Agreement except as follows:

a. Wherever the Mount Joy Contract refers to the Fire Department Mount Joy, or any other agency or person, it shall be deemed to refer to the City of Long Beach.

b. Contractor shall sell, furnish and deliver to the City the fire pumper trucks as and when ordered by the City, in accordance with Exhibit "A", not to exceed \$3,619,090.00, which includes tax. To the extent that the Mount

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

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

1 Joy Contract, this Agreement and Exhibit "A" are inconsistent, the following
2 priority shall govern: (1) this Agreement, (2) Exhibit "A", and (3) the Mount
3 Joy Contract.

4 c. Contractor is cautioned that many of the terms and conditions in
5 the Mount Joy Contract do not apply to the City because the City is a charter
6 city and is exempt from requirements that apply only to the State.

7 d. Delivery shall be made to the City of Long Beach, Fleet Services, which
8 is located at 2600 Temple Avenue, Long Beach, California 90806.

9 e. All warranties shall accrue to the City of Long Beach.

10 f. The parties may, by mutual agreement, amend this Agreement for the
11 purchase of additional vehicles, with the approval of the City's City Council.

12 2. Neither this Agreement nor any of the monies that become due to the
13 Contractor under the terms hereof may be assigned by the Contractor without the prior
14 written consent of the City Manager or his designee.

15 3. Any notices required under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, addressed to
17 the Contractor at the address stated herein, and to the City at 333 West Ocean Boulevard,
18 Long Beach, California 90802 Attn: City Manager.

19 4. The terms appearing on the back of City's Purchase Order are
20 incorporated herein. If there is a conflict between any term or condition in this Agreement
21 (including its attachment and exhibit) and the Mount Joy Contract, then this Agreement
22 shall govern. Contractor is called "Vendor" in the City's Purchase Order.

23 5. Contractor shall cooperate with the City in all matters relating to
24 self-accrual of use tax. Additional information regarding self-accrual is available from the
25 City Treasurer on request.

26 6. The term of this Agreement shall begin on April 19, 2005, and shall end
27 at midnight on April 18, 2006, or when the warranty on the vehicle expires, whichever is
28 later.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. This Agreement, including the Mount Joy Contract, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter of this Agreement. If there is any legal proceeding between the parties to enforce or interpret this Agreement, including the Mount Joy Contract, or to protect or establish any rights or remedies, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

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

SEAGRAVE FIRE APPARATUS, LLC, a Delaware limited liability company

AUGUST 19, 2005

By *Dan Alexander*
Managing Member
DAN ALEXANDER, PRESIDENT & C.F.O.
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

11.7, 2005

By *Mark A. Miller*
City Manager

"City"

This Agreement is approved as to form on 10/27, 2005.

ROBERT E. SHANNON, City Attorney

By *R. E. Shannon*
Senior Deputy

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

Exhibit "A"

Seagrave

Seagrave West
19002 South Santa Fe Ave.
Rancho Dominguez, CA 90221
Phone: (310) 637-6752 • Fax: (310) 637-6753

Aerialscope®

March 14, 2005

The City of Long Beach
2600 Temple Avenue
Long Beach, California 90806

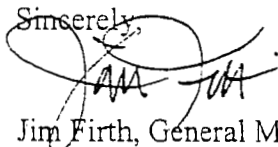
Gentlemen:

Seagrave Fire Apparatus, LLC and Seagrave West, LLC are pleased to offer the enclosed proposal. The cost of the apparatus depends on the number ordered as defined in the Pricing Schedule in Section #2 of this proposal. Delivery can be expected in about eight to ten months after receipt of your order. Pricing is delivered, plus sales tax.

The Long Beach apparatus specification in Section #6 of this proposal is what is offered at the prices in Section #2. An exact drawing to these specifications will be generated upon receipt of your order.

Please review the attached proposal and contact me with any questions, concerns, or if any additional assistance is needed.

Sincerely,



Jim Firth, General Manager, Seagrave West, LLC.



PROPOSAL

SEAGRAVE FIRE APPARATUS, LLC

March 14, 2005

The City of Long Beach
2600 Temple Avenue
Long Beach, California 90806

Gentlemen:

The undersigned is prepared to manufacture for you, upon an order being placed by you for final acceptance by Seagrave Fire Apparatus, LLC at its home office in Clintonville, Wisconsin, the apparatus and equipment herein named and for the following prices:

See Attached Pricing Schedule
(State, Federal, FET, or Local Taxes Not Included).

This bid meets the full intent of your published specifications and the said apparatus and equipment are to be built and shipped in accordance with the contractor's specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control not preventing, within about 240 working days after receipt of this order and the acceptance thereof at our office at Clintonville, Wisconsin, and to be delivered to you at the above address.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

SEAGRAVE FIRE APPARATUS, LLC

By

Jim Firth, Seagrave West, LLC

Seagrave

PRICING SCHEDULE

Listed below is the pricing for 1500 GPM Pumpers for the City of Long Beach per the specification within this proposal package.

- | | |
|--|--------------|
| 1. The purchase price of a single apparatus | \$363,105.00 |
| 2. The purchase price for two, three, or four apparatus – unit price | \$347,309.00 |
| 3. The purchase price for five, six, or seven apparatus – unit price | \$340,163.00 |
| 4. The purchase price for eight, nine, or ten apparatus – unit price | \$334,327.00 |

The above pricing is delivered, plus sales tax. Pricing is valid if accepted, a contract signed, and received at Seagrave prior to May 1, 2005.

The above prices can earn a discount if payment is made with or very soon after the contract is signed. The discount terms are the annualized rate of 4.00% is earned on any amount deposited from the date of receipt until the date the unit is ready for shipment from the factory. Daily multiplier .0001095. A Performance Bond to protect the cities money costs \$6.76 per \$1,000.00 of the total contract. Example: One pumper at the above price noted in item #4, the bond cost would be approximately \$2,255.00.

The above does not include the fire department communications systems. The communications estimates are included within this proposal package and are informational only. The purchase order for the communications should be supplemental to the apparatus purchase order and directly with 911 Vehicle, the vendor for the communications systems.



PRICE JUSTIFICATION

1. Mount Joy Contract Price \$369,775.00

Deletion of options not necessary for Long Beach:

- Stainless Steel Cab
- Cab pre-wire, hand lanterns, buss, radio
- Crew cab heater
- Speedometer for the officer
- Emergency Brake for the officer
- Linex pump panel
- Front and rear suction
- TFT Extenda-A-Gun (\$ 23,593.00)

2. Additional options required by Long Beach:

- Fluorescent pump panel lights
- FoamPro 2002 Foam System
- Forty gallon foam tank \$ 16,923.00

3. Sales price to the City of Long Beach – single unit \$363,105.00

See Pricing Schedule for multiple unit purchase pricing.