

**PURCHASE CONTRACT FOR ONE (1) FORD F-750 BUCKET TRUCK  
FROM  
DOWNTOWN FORD SALES**

This Purchase Contract ("Contract"), made and entered into this day of \_\_\_\_\_, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **DOWNTOWN FORD SALES**, a Corporation, ("VENDOR") located at 525 N 16<sup>th</sup> Street, Sacramento, CA 95811

**RECITALS:**

- A. CITY desires to purchase a certain one (1) Ford F-750 bucket truck hereinafter described.
- B. CITY desires to engage VENDOR to provide this vehicle by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - PURCHASE**

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**SECTION 2 - PRICE AND TAXES**

All prices, for an amount not to exceed \$198,742.02, shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

**SECTION 3 - PAYMENT**

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20<sup>th</sup> Avenue, San Mateo, CA 94403.

#### **SECTION 4 - DELIVERY AND PERFORMANCE**

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

#### **SECTION 5 - SHIPMENT AND INSPECTION**

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Boulevard, San Mateo, CA 94403. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

#### **SECTION 6 - WARRANTIES**

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

#### **SECTION 7 - INDEMNITY**

VENDOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

## **SECTION 8 - TERMINATION**

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

## **SECTION 9 - REMEDIES**

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

## **SECTION 10 - COMPLIANCE WITH LAW**

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

## **SECTION 11 - ASSIGNMENT**

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

## **SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS**

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

### **SECTION 13 - GOVERNING LAW**

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

### **SECTION 14 - VENUE**

In the event of litigation, venue will be in the County of San Mateo.

### **SECTION 15 - WAIVER**

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

### **SECTION 16 - COSTS AND ATTORNEY FEES**

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Contract. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Contract.

### **SECTION 17 - MEDIATION**

Should any dispute arise out of this Contract, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

### **SECTION 18 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: David Fink  
City of San Mateo  
1961 Pacific Blvd.  
San Mateo, CA, 94403

To VENDOR: Downtown Ford Sales  
Attn: Bob Milloy  
525 N 16<sup>th</sup> Street  
Sacramento, CA 95811

**SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and VENDOR.

IN WITNESS WHEREOF, CITY OF SAN MATEO and DOWNTOWN FORD SALES, have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

VENDOR

---

Brad B. Underwood  
Public Works Director

---

Name  
Title  
Its Authorized Agent

APPROVED AS TO FORM

---

Gabrielle Whelan  
Assistant City Attorney

**THIS IS YOUR QUOTE**

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95811  
 916-442-6931 fax 916-491-3138

RJM060820201413

**QUOTATION****Customer**

Name CITY OF SAN MATEO  
 Address FORD F750 DIESEL WITH VERSALIFT VST-47-MHI  
 City \_\_\_\_\_  
 Phone ATTN: DAVID FINK

Date 7/21/2020  
 REP BOB MILLOY  
 Phone 916-442-6931  
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	NEW FORD F650 REGULAR CAB/CHASSIS DIESEL STATE OF CALIFORNIA 1-18-23-20A <b>CLIN 37</b> <b>4X2, 6.7L Diesel Engine, 270 HP, 675 lbs./ft Torque</b> 6 Speed HD Auto Trans, 26,000 lbs GVWR, 8,500# Front Axle & Suspension, 17,500# Rear Axle and 19,000# Rear Suspension, Hydraulic Brakes, 50 Gal Fuel Tank, 11R22.5 Load Range "G" Tires All Position Tread, 30/0/30 Vinyl Seats, Vinyl Flooring, A/C, AM/FM, Cruise Control, 102" CA	\$51,242.00	\$51,242.00
1	Upgrade to F750, includes 10,000 lbs Front Axle and Sus- pension, 21,000 lbs Rear Axle and Suspension, Single Channel 80,000 PSI Frame, 15.14 SM	\$1,653.00	\$1,653.00
1	Upgrade Front Axle and Suspension to 12,000 lbs	\$807.00	\$807.00
1	Change Wheel Base to 182"/108" CA	\$204.00	\$204.00
1	Transmission Powered Takeoff Provision - Live Drive	\$869.00	\$869.00
1	Bluetooth is Standard	\$0.00	\$0.00
1	Rear View Camera Included in Upfitter Quote	\$0.00	\$0.00
1	Versalift VST-47MHI per Utility Crane Quote# 200403	\$126,356.00	\$126,356.00
1	Document Fee	\$85.00	\$85.00

NO SPARE TIRF AND WHFEL AVAILABLE

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Taxes

Subtotal	\$181,216.00
Delivery	\$300.00
SACRAMENTO	\$17,215.52
CA Tire Tax	\$10.50
<b>TOTAL</b>	<b>\$198,742.02</b>

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**



Utility Crane & Equipment, Inc.  
2801 Giant Road, Unit J  
Richmond, CA 94806  
(866) 832-4831

# QUOTATION

AERIAL BASKETS - DIGGER DERRICKS - UNDERGROUND LINE & WATER LEAK LOCATORS

Date: 5/19/2020 Revision

Quote Number

200403

To: Downtown Ford  
Bob Milloy  
Sacramento, CA

Submitted by: Chip Reed

We submit for your consideration and acceptance the following equipment and prices:

Quantity	Model	Description	Price	Total
1	VST-47-MHI	Versalift VST-47-MHI, body and accessories installed on customer chassis per 200403 Quote letter		
	Option	Chassis PDI		
1	Delivery	Drive away delivery of completed unit		
	Note	Delivery the latter of 300 days after receipt of PO, 120 days after approval of body drawings, or not earlier than 120 days after receipt of chassis from manufacturer		
	Note	Due to volatility in the steel and aluminum markets this quote will expire on 06/19/2020. After this date please contact your sales representative for an updated quote.		

Freight & Delivery: Included  
Taxes: As applicable  
Terms: Net 15 Days

Remit to: Utility Crane and Equipment  
PO Box 950  
Tolleson, AZ 85353

- Platform liner
- Backup pump for 12V chassis.
- Upper boom storage cradle with ratchet type tie down strap.
- Tubular rubber platform support.
- Standard white urethane paint applied to all lift components prior to assembly.
- XL Safety harness and lanyard.
- Two operator manuals and service manuals.

**2020 Ford F-750 cab and chassis to the following specifications:**

- ✓ • GVWR: 33,000
- ✓ • Extra Heavy Duty Front End Suspension 12,000 Front axle, 21,000 rear axle
- ✓ • Transmission Power Take-Off Provision
- ✓ • 108 CA
- ✓ • Diesel engine
- ✓ • 6-Speed automatic transmission
- ✓ • Blue tooth equipped

**Steel Line Body 156 inches long x 48 inches high x 94 inches wide**

- 20 Inches compartment depth
- 54 Inches load space width
- 30 Inches top of body to the top of the floor
- 24 Inches horizontal compartment height
- 6 inch structural sub frame with opening for unit mounting hardware
- Stainless steel automotive single point latches
- Stainless steel rod and socket door hinges
- Chain stops on all doors
- Rubber fenders
- Automotive type weather stripping
- Composite drop board with brackets at rear of cargo area
- Tread plate tail shelf 24 inches long X 94 inches wide with traffic advisor cutout
- Rear Lighting LED in tail shelf
- LED lights in all body compartments
- Two (2) wheel chock storage locations built into body below curb side horizontal compartment
- Punched steel headache rack with light mounting plates

**Street Side Compartments:**

**1st Vertical:**

- 24" Wide x 48" High x 20" Deep
- Outrigger cutouts and covers
- Oxy/Act brackets alongside outrigger cut out
- Two (2) hose hooks

**2nd Vertical:**



- 24" Wide x 48" High x 20" Deep
- Four (4) adjustable shelves with adjustable dividers
- Vented for Inverter and batteries

3rd Vertical:

- 24" Wide x 48" High x 20" Deep
- Five (5) adjustable shelves with adjustable dividers

Horizontal:

- 60" Wide x 24" High x 20" Deep
- One (1) adjustable shelf with adjustable dividers
- Adjustable dividers in compartment bottom

Rear Vertical:

- 3-2 hooks
- Outrigger cutouts and covers

Curb Side Compartments:

1st Vertical:

- 24" Wide x 48" High x 20" Deep
- Two (2) adjustable shelves with adjustable dividers
- Outrigger cutouts and covers

2nd Vertical:

- 24" Wide grip-strut access steps
- Grab handles
- Rubber belt step
- Composite drop board with brackets

3rd Vertical:

- 24" Wide x 48" High x 20" Deep
- T-Handle Locking Drawer Cabinet
  - Drawer Cabinet with One (1) Fixed Shelf Installed Above
  - T-Handle Dual Latching Drawers Mounted on 250 lb. Roller Bearing Slides
  - Drawers will Latch Closed on RH and LH Side of Drawer
  - Drawers will have Divider Slots on 2" Centers
  - Five (5) Drawer(s) 6" High x 14" Wide x 15" Deep

Horizontal:

- 60" Wide x 24" High x 20" Deep
- One (1) adjustable shelf with adjustable dividers
- Adjustable dividers in compartment bottom

Rear Vertical:

- 3-2 hooks
- Outrigger cutouts and covers

Installation to include the following:

- Install VERSALIFT VST-47-MHI, mounting hardware, outriggers, PTO and pump
- Install body and accessories
- Paint body to match chassis cab
- Install Traffic advisor (LED Directional Bar) recessed in the tail shelf
- Install combination pintle hitch with ball option, with D-rings and 7-pin trailer connector
- Install 5000 watt Pure Sign inverter with dual batteries in 2nd street side compartment
- Six (6) weather proof GFCI outlets wired to inverter. One (1) at each corner of body and one (1) on each side.
- Two (2) A frame reel stands 18"W x 24"H" reels maximum, mounted in bed tandem SS between pedestal and platform.
- Fabricate bracket to install A-frame or other reel holder to handle single 36" diameter x 24" length cable reel. Can be cantilevered off back of truck (preferred) or mounted in bed.
- Fabricate pole rack with rollers, ratchet strap tiedowns installed on street side compartment top
- Fabricate ladder rack installed between pole rack mount uprights
- Fabricate front bumper mounted tilting cone holder
- Fabricate post style cone holder at curb side rear
- Install (2) amber beacons on aerial unit turret with master switch in cab
- Two (2) Go lights mounted on headache rack with handheld remotes and wireless dash mount controllers
- One (1) Go light mounted on top of body compartment at curb side rear with handheld remote and wireless dash mount controller
- Provision TV505-A Back up camera
- Install park brake interlock system
- Install mud flaps
- Install outrigger interlock
- Supply (4) outrigger pads
- Supply (2) wheel chocks
- Supply (1) 5 lbs. fire extinguisher
- Supply (1) 3-piece triangle reflector kit
- Test ride completed unit for one (1) hour
- Test and certify per ANSI A92.2

Thank you for the opportunity to quote. Please call with any questions.

Regards,

Chip Reed  
Regional Manager  
Utility Crane & Equipment  
(916) 413-1911