

**PURCHASE CONTRACT**  
**FOR THE PURCHASE OF ONE VAC-CON Combination Sewer and Storm Drain Cleaner MOUNTED ON A**  
**New FREIGHTLINER 114SD 6x4 TRUCK CHASSIS**  
**FROM VAC-CON INC.**

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 VAC-CON, INC. a Corporation ("VENDOR").

**RECITALS:**

A. CITY desires to purchase certain Vac-Con Model V311HE/1300LHA-P mounted on a new Freightliner 114SD 6x4 truck chassis hereinafter described.

B. CITY desires to engage VENDOR to provide these Vac-Con Model V311HE/1300LHA-P Combination Sewer and Storm Drain Cleaner mounted on a new Freightliner 114SD 6x4 truck chassis 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 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 Blvd, 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.



IN WITNESS WHEREOF, CITY OF SAN MATEO and Municipal Maintenance Equipment, Inc. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

VENDOR

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Azalea Mitch  
Public Works Director

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Its Authorized Agent

APPROVED AS TO FORM

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Linh Nguyen, Assistant City Attorney

EXHIBIT A



CSLB #9B0409  
DIR I 000004282  
www.source-mme.com  
Toll Free I-888-484-9988

February 15, 2022

City of San Mateo  
1949 Pacific Blvd.  
San Mateo, CA 94403

Tel: 650-522-7360  
Cell: 510-673-3469  
ebell@cityofsanmateo.org  
Harry.Siddall@firstgroup.com

Attention: Eric Bell  
Cc: Harry Siddall

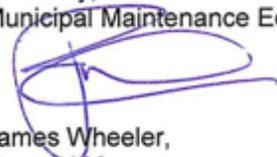
We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC, for the Vac-Con Model V311HE/1300LHA-P Combination Sewer and Storm Drain Cleaner mounted on a new Freightliner 114SD 6x4 chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet		
	Price F.O.B. San Mateo, CA		\$537,253.00
	9.625% Estimated Sales Tax		51,710.60
	CA Tire Fee (10 @\$1.75 Each)		17.50
	Total		<u>\$588,981.10</u>

- Vac-Con is the Sourcewell contract holder and all purchasing documents are to go directly to them. **City's Purchase Order to be prepared and sent directly to Vac-Con Inc.**  
969 Hall Park Road, Green Cove Springs, FL 32043  
M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- Normal delivery 150-210 days A.R.O., depending on chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 15 days

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
Municipal Maintenance Equipment, Inc.

  
James Wheeler,  
General Manager

Enclosure



02/15/2022

COMBINATION JET/VACUUM SEWER CLEANER  
**SOURCEWELL CONTRACT: 101221-VAC**

Customer: CITY OF SAN MATEO

SI-1ppmg: CALIFORNIA

<u>Requirement</u>	<u>Specification</u>
Combination jet/vacuum sewer cleaner with all standard equipment V 311HE(1300 L HA - P	
Freightliner model 114SD 6 x 4 chassis with a 370 HP engine, 66,000 GVWR, 3000 RDS transmission, California CARB Only *Special Order	
Body mounting on chassis	
Hydrostatic drive	
10' Aluminum Telescoping boom with pendant control station	
Front mounted articulating to driver side, (Std. Pivot)	
1300 Gallon polyethylene water tank capacity	
11 Cubic yard capacity debris tank 3/16" <del>corten</del> steel, (5-year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overflow protection	
800' of 3/4" Jet <del>roller</del> hose, continuous	
Giant water pump system rated 50 GPM@ 3000 PSI with a GM 8.8 Gas, 208 HP auxiliary engine with auxiliary engine hydraulics	
Built in body prop	
Rear splash guard (2-10 O'clock) tank mounted	
Rear hydraulic pump off system, 350 GPM with 20' lay flat hose	
Wear plate, swing style	
1/4 Turn ball valve water drain	
50' Capacity retractable <u>hand gun</u> hose reel	
Air purge system	

<u>Requirement Specification</u>	
Debris body power flush out system, 8 jets	
Hydro-excavation Package	
12VDC Auxiliary hydraulic pump	
Automatic lube kit for Centrifugal Compressor	
Auxiliary engine remote oil drain	
Behind cab boom support	
Centrifugal compressor quiet silencer	
Two Cone storage racks	
Rear mounted tow hooks	
Remote boom grease <del>req.</del> assembly	
Remote debris tank grease assembly	
LED 4 Strobes, 2 Front bumper, 2 Rear bumper	
LED Arrow Board, rear debris tank door mounted	
LED Boom mounted flood lights with limb guard	
LED Flood light - level wind guide with limb guard	
LED Mid body flood lights with limb guards	
LED Rear mounted flood lights with guards	
Two LED Strobe with limb guard, rear debris tank mounted	
Midbody LED strobes	
Two Mirror mounted LED strobe lights	
Front hose reel camera placement	
Low water alarm with light	
Omnibus Precision Power System	
Rear camera placement	
Traffic camera with color monitor	

<u>Requirement</u>	<u>Specification</u>
PacTools Handlok PZN 1004 (4) 2 on each side	
10" Drain on rear door with gate valve, pneumatic actuator and cap	
Long handle storage/ PVC (2) on <u>tool box</u> between cab P/S high	
3/4" Nozzle rack	
3/4" x 20' leader hose	
Lazy Susan pipe rack for 5 tubes	
(2) Roll out shelves for behind the cab <u>tool box</u>	
Dry decking - behind cab storage box (96")	
Two Dry decking - side <u>tool boxes</u> (6' & 35") - each	
Two Side mounted <u>tool box</u> 35" x 14" x 24"	
Storage box behind cab 16" x 42" x 96"	
Mainframe deck coating	
315 Front tires	
Paint: TBA	
Safety Striping: White	
Remote chassis engine start <u>switch</u>	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$537,253.00
SALES TAX- 9.625%	\$51,710.60
California Tire Fee	\$17.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX	\$588,981.10

**Delivery is -- Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC**  
 VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS FL 32043  
 CONTACT: M.J. DUBOIS EMAIL: [MDUBOIS@DUCOLLC.COM](mailto:MDUBOIS@DUCOLLC.COM) PH: 410-924-1004