City of Sonora Fire Department
Tuolumne County
201 South Shephard St.
Sonora, California 95370

Area Code 209
Administrator..... 532-6115
City Clerk 532-4541
Finance..... 532-4541
Building/Planning .. 532-3508
Police 532-8143
Fire 532-7432
Public Works..... 532-2922
Cemetery 532-4492
Opera Hall..... 532-7725

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor, City Council Members

FROM: Aimee R. New, Fire Chief
Chris Gorsky, Administrative Services Director

SUBJECT: AFG Grant Award-EMW-2018-FV-01413

BACKGROUND: The Fire Department applied and was awarded $400,000.00 towards the purchase of a new Fire Engine through the Assistance to Firefighter Grants Program (AFG).

DISCUSSION: Bid requests for a Type 1 Urban Interface Fire Engine Specifications from the following manufacturers were received (all include applicable taxes):

- BME - $631,311.01
- Pierce - Did not meet the required specifications requested
- Smeal - $561,739.54
- Toyne - $562,643.56

FISCAL IMPACT:

The AFG grant is broken down by funds from the Federal Government of $380,952.38 and the 5% match portion $19,047.62 budgeted from the Fire Department 399 account.

The remaining funds of $161,739.54 may be encumbered in the following manner:

Option 1: Fund the cost from General Fund Reserves in the amount of $161,739.54.

Option 2: Fund $100,000.00 from General Fund Reserves and $61,739.54 from Fire Department Fund 399.

Option 3: Fund $100,000.00 from the General Fund as a 5 year loan to be paid from Fund 399 and $61,739.54 from the Fire Department Fund 399.

RECOMMENDATION: That the City Council by motion accept the AFG grant EMW-2018-FV-01413; designate the Fire Chief as the City's grant representative; and authorize the Interim City Administrator to approve and sign the contract with Smeal Fire Apparatus to build a Type 1 Urban Interface Fire Engine; And Select **Option 2:** Fund the remaining cost of $100,000.00 from the General Fund and additional $61,739.54 from the Fire Department Fund 399.

RESOLUTION NO. Resolution 11-04-2019C

A RESOLUTION OF THE CITY OF SONORA ACCEPTING THE ASSISTANCE TO FIREFIGHTER GRANT FOR A TYPE 1 URBAN INTERFACE FIRE ENGINE EMW-2018-FV-01413.

BE IT RESOLVED by the City Council of the City of Sonora that said council does hereby accept the Agreement with the Assistance to Firefighter Grant (AFG). This Agreement provides for an award towards the purchase of a new Type 1 Urban Interface Fire Engine.

BE IT FURTHER RESOLVED that the Interim City Administrator is authorized to sign and execute the said agreement with Smeal manufacturing.

BE IT FURTHER RESOLVED that the Fire Chief of the City of Sonora Fire Department be and hereby is authorized to administer said grant and any amendments of behalf of the City of Sonora.

The foregoing resolution was duly passed and adopted by the City Council of the City of Sonora, at a regular meeting thereof, held on the 4th day of November 2019 by the following vote:

Ayes:

Nays:

Absent:

_____
Signature, Sonora City Mayor

_____
Printed Name and Title

CERTIFICATION OF RESOLUTION
Attest:
I, Colette Such, City Clerk of the City of Sonora, County of Tuolumne California do hereby certify that this is a true and correct copy of the original Resolution Number 11-4-2019C.

Witness my hand and the seal of the City of Sonora on this 14th day of November 2019.

OFFICIAL SEAL

_____
Colette Such, City Clerk
City of Sonora

A Wholly Owned Subsidiary of Spartan Motors, Inc.
907 7TH AVENUE NORTH BRANDON, SD 57005-2003
(605) 582-4000 FAX (605) 582-4001

CONTRACT

THIS CONTRACT ("Contract") is made by and between Smeal Holding, LLC ("Smeal"), a wholly owned subsidiary of Spartan Motors USA, Inc. and City of Sonora ("Customer"). This Contract will not become binding upon Smeal until it is executed by an officer of Smeal, and the effective date of the Contract ("Effective Date") will be the date that the Smeal officer executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, Smeal shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Smeal because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from Spartan's factory, within 360 days. **This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed CO to the factory. All days exceeding 10 days after the pre-construction conclusion with priced CO ready for approval will be added to the above-mentioned delivery timeframe.** Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.

A $ 200 per day penalty clause will be paid to the Customer if the apparatus is not completed within the above referenced delivery timeframe. Any modifications made to apparatus after a signed pre-construction change order or any delays by Customer as noted above may extend the above quoted delivery timeframe as determined by Smeal. The penalty clause will stop once apparatus has shipped from Smeal.

(4) A competent Smeal service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay Smeal the sum of Five Hundred Twenty Two Thousand Three Hundred Thirty Six Dollars ($ 521,336) ("Purchase Price"). The Purchase Price (a) includes a discount of $_____ dollars for a $_____ dollar prepayment to be made at _____ (type of prepayment option chosen); OR (b) Customer reserves the right to receive a $_____ discount if, after the Effective Date, a $_____ prepayment is made at _____ (type of prepayment option chosen). Net payment is due upon delivery to Customer, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Smeal reserves the right to charge a rental fee of Three Hundred Fifty Dollars ($ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Smeal. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Smeal and hold Smeal harmless from any such tax, interest or penalty which may at any time be assessed against Smeal.

> **(5a)** California Taxes. The total above does not include applicable California State and Local sales tax. All applicable sales tax will be added to the number above and invoiced at the time of completion of the apparatus. Based on the purchase price above, and using the current tax rate of 7.75%, the tax on the purchase price of the apparatus would be $ 40,403.54.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Smeal, completion of any discrepancy list, and shipment of Apparatus and Equipment from Smeal's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Smeal will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Smeal has received full payment of the Purchase Price and taxes.

(7) Smeal shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Smeal, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Smeal shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8) Customer shall indemnify Smeal against, and hold Smeal, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Smeal's breach of its obligationsunder this Contract.

(9) Smeal warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) Smeal shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of Smeal until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Smeal may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Smeal takes possession.

(12) This Contract will only be binding on Smeal after it is signed and approved by an officer of Smeal. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Smeal, be brought in a court of record of the State of South Dakota in Minnehaha County, in the United States District Court for the District of South Dakota, or in a court of record of the State of Michigan in either Kent County or Eaton County, where Spartan's parent company, Spartan Motors, Inc., is located, or in the United States District Court for the Western District of Michigan, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By:_____on_____.
Smeal *Sales Representative – Print Name* *Date*

_____
Smeal *Sales Representative Signature*

This Contract is agreed to by the parties as of the Effective Date.

Smeal Holding, LLC

By: _____
Smeal Holding, LLC Officer Signature

_____
Print Name

Its:_____

_____
Date

Customer: _____

By: _____
Customer Signature

_____
Print Name

Its: TITLE: _____

_____
Date

BOISE
MOBILE EQUIPMENT

October 29, 2019

Re: City of Sonora Fire Department, Custom Pumper Side Mount Type I Engine

On behalf of Boise Mobile Equipment, Inc., I am pleased to present this preliminary price quote for the Custom Pumper Side Mount Type I engine taking into account the modifications requested.

Boise Mobile Equipment hereby quotes a preliminary price of **$631,311.01 (Six-hundred thirty one- thousand, three-hundred eleven dollars and one cent).** This price is based on the Custom Pumper Side Mount Specification provide in the attachment. Please note that this price includes pre-construction and final inspection meetings at Boise Mobile Equipment for three (3) personnel, delivery/training, and sales tax at the rate of 7.75% ($43,969.01).

Boise Mobile Equipment is noted for durable product features, proven construction techniques, and high-quality craftsmanship. As a truly custom builder, we look forward to meeting your requirements to the highest level possible.

I appreciate your consideration of our firm's products and look forward to meeting with you to answer any remaining questions or concerns that you may have.

Best regards,

Mike Surber
Fire Apparatus Sales
mike@bmefire.com
W: (559).816.4211

Sonora Fire Department Type 1 Engine Quotation

	Qty	Total
Sonora Fire Department 2020 Type 1 1500 GPM Pumper per our provided specifications	1	$521,336.00
Pre-Construction Meeting at City of Sonora		Included
Final Inspection for (3) Sonora FD Personnel to travel to Snyder Nebraska for Final Inspection of Completed Apparatus		Included
Delivery of Apparatus FOB Sonora, CA		Included
Apparatus without Tax Price		$521,336.00
CA Sales Tax (7.75%)		$40,403.54
Total Purchase Price		$561,739.54

Tax Rates are only estimates and are Subject to Change.

Delivery time is 360 calendar days from receipt of order.

This may be purchased through Sourcewell, Spartan Vendor Contract #02218-SPR

https://www.sourcewell-mn.gov/

Roy Cobb
Northern CA
Sales
Fire Apparatus Solutions
916.677.9837
royfasfire@gmail.com

HI-TECH EMERGENCY VEHICLE SERVICE, INC.

444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

PROPOSAL
TO FURNISH FIRE APPARATUS

TO: **Sonora Fire Department**
201 South Shepheard St.
Sonora, Ca 95370

DATE: October 25, 2019

Hi Tech EVS Inc. hereby proposes to manufacture and furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

One (1) Toyne/Spartan Interface/Rescue Pumper per specifications 10167-0001 dated 10/25/19
For the Sum of $522,175.00
Plus Applicable Sales Tax $40,468.56

Total $562,643.56

Price Includes
Pre-construction meeting at Fire Department
Final Inspection Trip for (2) Fire Department Personal

Options
Chassis payment discount at time chassis arrives at Toyne <$5,400.00>
Pre-pay discounts

Delivered to: Sonora Ca
Delivery to shall commence within 300 to 345 calendar days after receipt of order.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Hi-Tech EVS INC. of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

Please note that Local, State or Federal legislated changes or rules and modifications to NFPA or UL-C standards are excluded from the pricing reflected in this quote, bid or proposal. These potential increases could arise at any time over the entire term of this contract and therefore will include all years. Any changes under any circumstances as stated previously will be priced in accordance with our published prices and policies at that time.

TERMS OF PAYMENT: All apparatus shall be paid NET **UPON DELIVERY**.(NO EXCEPTION)
All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

BY: Bryce Andersen

Bryce Andersen
Hi-Tech EVS Inc.