

# HI-TECH EMERGENCY VEHICLE SERVICE, INC. FIRE APPARATUS CONTRACT

THIS AGREEMENT is made between HI-TECH EMERGENCY VEHICLE SERVICE INC. a fire apparatus operation, (Company) and the CITY OF CALISTOGA, 1232 WASHINGTON STREET, CALISTOGA, CA 95415. (Buyer) on this \_\_\_\_\_ day of November, 2018 ("Effective Date") relating to the sale and purchase of a fire apparatus and equipment. The Company and the Buyer shall be referred to individually as "party" or collectively as "parties."

1. **ACCEPTANCE:** Company agrees to sell and the Buyer agrees to purchase one (1) Toyne Inc./Spartan Type-1 Stock (#12133) Interface Pumper fire apparatus and equipment (Apparatus) per Hi-Tech Emergency Vehicle proposal letter dated October 17, 2018 ("Proposal"), attached hereto and hereinafter incorporated by reference as Exhibit A.

**DELIVERY SCHEDULE:** The Apparatus shall be ready for delivery F.O.B. Oakdale, CA. within 30 days after the Effective Date of this Agreement.

2. **PRICE:** Buyer shall pay as purchase price for the Apparatus which is the sum of Four Hundred Eighty-Two Thousand, Four Hundred Three and 22/100 dollars, (\$482,403.22) pursuant to section 3 below.

Said purchase price is as follows:

	\$447,706.00	City of Calistoga original subtotal	
	<u>34,697.22</u>	7.775% CA sales tax	
	\$482,403.22	Grand total one (1) Toyne/Spartan Type-1 Interface Pumper	

All applicable Federal, State or local taxes, fees or tariffs not specifically noted above will be paid by the Buyer directly, or will be added to the purchase price and paid to the Company. If Buyer claims exemption from any tax, Buyer agrees to furnish applicable exemption certificate and to save Company harmless from any such tax, interest or penalty, which may at any time, be assessed against the Company.

3. **TERMS OF PAYMENT:** Terms of payment shall be as follows: Net upon delivery and acceptance of completed Apparatus. Prior to acceptance, Buyer shall inspect the Apparatus to ensure that the Apparatus meets specification #10111-0001 dated 07/20/18, Toyne Type-1 Interface Pumper, #12133 Stock Demo Apparatus, ("Specifications"), which is attached hereto and hereinafter incorporated by reference as Exhibit B, as well as the terms of the Proposal.

a. If the Apparatus do not meet the Specifications and the Proposal then the Buyer, in its sole discretion, may reject the Apparatus, shall not pay any amount to Company and this Agreement may be terminated by the Buyer.

b. If the Apparatus is accepted, the title and ownership of the Apparatus shall be transferred to the Buyer.

4. **CONTINGENCIES:** Prior to delivery and acceptance of the Apparatus, Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

5. **WARRANTY:** Company warrants to replace and install, at their expense, any and all parts of the Apparatus where breakage or defects are found to be due to defective material or poor workmanship and not due to normal minor wear. The guarantee for parts and service shall be a period of two (2) years from the date of acceptance of the Apparatus and this replacement and installation shall be at no cost to the Buyer and shall include any applicable freight and labor **NO EXCEPTIONS**. This Company warranty does not apply to minor wear components such as lights, globes, belts, tires, et cetera.

Individual component warranties other than two (2) years shall be warranted per the individual manufacturer's warranty:

- A. 2-year Spartan Chassis Basic.
- B. 5-year Engine.
- C. 5-year Transmission.
- D. 2-year Toyne Basic.
- E. 10-year Paint.
- F. 10-year Stainless Steel Plumbing.
- G. 20-year Body Structural.

All applicable manufacturer warranties are attached hereto and hereinafter incorporated as Exhibit D.

6. **REPRESENTATIONS:** Company represents and warrants that it has full power, authority and legal right to execute and deliver the Apparatus and to perform its obligations under this Agreement. Company represents and warrants that it is an authorized Toyne vendor and has the authority on behalf of the manufacturers to offer the aforementioned warranties.
7. **ENTIRE AGREEMENT AND AMENDMENTS:** This agreement, including its Exhibits, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.
8. **SEVERABILITY:** If any part herein is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provisions shall be deemed inapplicable and deemed omitted to the extent so as to be contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.
9. **TERMINATION:** The Buyer may terminate this Agreement at any time prior to acceptance of the Apparatus.
10. **VENUE AND GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California and any lawsuit filed relating to this Agreement shall be properly venued in Napa County Superior Court

IN WITNESS WHEREOF, Buyer and Company have caused this contract to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BUYER'S REGISTERED NAME**

BY: \_\_\_\_\_

TITLE; Dylan Feik, City Manager \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Kathy Flamson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Michelle Marchetta Kenyon,

This proposal and contract is not a valid and binding obligation until accepted, dated and approved at HI-TECH EMERGENCY VEHICLE SERVICE, INC.'S principal place of business for Fire Apparatus manufacture.

**ACCEPTED AND APPROVED**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

# **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: Calistoga Fire Department  
1232 Washington Street  
Calistoga, Ca 94515

DATE: October 17, 2018

Hi Tech EVS Inc. hereby proposes to manufacture or 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 Type-1 Stock Interface Pumper per specifications 10111-0001 dated 07/20/18  
For the Sum of \$447,706.00  
Plus Applicable Sales Tax

Price includes

Source Well contract fee \$2000.00

No provided lettering

No provided PDI service

No provided delivery to customer

FOB: Hi Tech, Oakdale Ca

Delivery to shall commence within 30 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 60 days from the date herein set forth.

BY: *Bryce Andersen*

Bryce Andersen  
Hi-Tech EVS Inc.