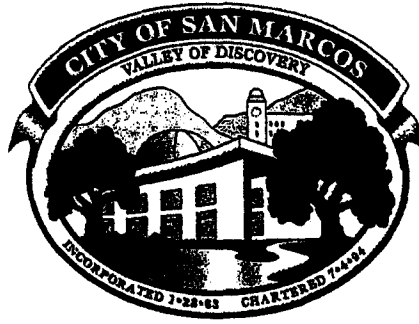


1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.9520

AGREEMENT BETWEEN MATTMAN SPECIALTY VEHICLES AND THE CITY OF SAN MARCOS FOR THE CONSTRUCTION OF A MOBILE EMERGENCY OPERATIONS CENTER/COMMAND TRAILER

Scope

This agreement is entered into between the City of San Marcos herein referred to as the City and The Mattman Company herein referred to as Mattman. This agreement is for the purchase of one Mobile Emergency Operations Center/Field Command Post trailer as specified herein. This agreement is contingent upon the following items.

General

It is not the intent of these specifications to limit Mattman's expertise in fabricating this unit. If an item requested cannot be supplied or conflicts with another option, it shall be so noted as an Add Order or as a Change Order. Such changes will be made in writing, signed by representatives of both parties, and attached to this contract.

Legal/Contractual

General

The complete vehicle shall comply in every respect with the latest editions of the Vehicle Administrative Codes of the State of California, Federal Motor Vehicle Safety Standards, and provisions of the Occupational Safety and Health Act.

Mattman shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing in this agreement, or any rights occurring hereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the City. Notice is hereby given that the City will not honor any assignment made by Mattman unless the consent, in writing, as indicated above, has been given.

All materials furnished will be subject to inspection and approval of the City upon delivery. The right is reserved to reject and return at the risk and expense of Mattman all or a part of any shipment, which may be defective or fail to comply with these specifications. If rejected, it will be held for disposition at the expense of Mattman.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Mike Preston Jim Desmond

At any time during construction should a question of specification requirements arise, work on that item will be halted until the issue is clarified with the City. Any such interpretation of specifications or variances to specifications shall be followed up in writing with copies to both parties.

Purchase Price & Payment

The City and Mattman have agreed on a purchase price as listed below.

— Total Price less tax	200,121.00
— Tax	15,509.38
— Total Price	215,630.38

Upon the signing of this contract, Mattman will place an order with its supplier for the trailer/chassis assembly, and provide the City with a copy of the order. Upon receiving a copy of the order, the City will render to Mattman a purchase order in the amount of \$70,355.00.

When the trailer/chassis assembly is delivered to the Mattman facility, Mattman will as soon as possible deliver the title to the trailer to the city.

The remainder shall be paid upon final inspection, acceptance and delivery of the vehicle. All manuals and associated documents are considered part of the full order requirements. The complete operations and maintenance manuals for the unit shall be provided at time of delivery. A sales slip and weight slip showing axle and total vehicle weight shall accompany the unit when delivered.

The City and Mattman may agree upon changes/deletions during the manufacture of the vehicle. Such changes will be made in writing, signed by representatives of both parties, and attached to this contract. Such change orders may have an effect on the total price above. Changes to the total price will be accounted for and paid upon final inspection, acceptance and delivery of the completed vehicle.

Preconstruction and Inspection

The City shall have the right to inspect the vehicle at any time during its construction. Approval or disapproval of the engineering design, quality of workmanship, and construction details shall be binding on Mattman.

Pre-construction Conference

The City and Mattman will participate in a pre-construction conference to review and discuss the construction details before construction begins.

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Inspections

The City and Mattman will participate in progress inspections of the trailer during its construction. These inspections will be conducted at Mattman, at intervals agreed upon by both parties.

Should there be, at any time during the period of deliveries under this agreement, a decrease in price of the unit's components herein provided, a corresponding decrease will be made in the prices quoted. Mattman shall notify the City by letter in the event of any such decline in prices.

Delivery of the furnished vehicle and equipment supplied shall be no longer than 120 days following the arrival of the trailer/chassis assembly to the Mattman facility.

Liquidated Damages

All time limits stated in this agreement shall be in calendar days. Should the delivery not be completed on or before the time stipulated, it is mutually agreed and understood by and between the City and Mattman that:

A delay could seriously affect the public and the operation of the City's Fire Department. It is, and will be impractical and extremely difficult to ascertain and determine the actual damage, which the City will sustain by reason of such delay. There will be a reduction in the unit price for the amount of one hundred dollars (\$100) per calendar day for exceeding the delivery time set forth in this agreement. This is the nearest measure of damages for such delay that can be fixed at this time.

The City and Mattman hereby establish said reduction in the unit price of one hundred dollars (\$100) per calendar day for each and every day of delay as liquidated damages and not as a penalty or forfeiture for breach of agreement to complete delivery by Mattman on or before the time specified in this agreement.

The above conditions may be invoked if delivery exceeds the specified delivery time or if replacement of material not meeting specifications exceeds the specified time. Should Mattman be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of the City, or by strikes, fire or act of God, then the time of completion shall be extended for such period as may be agreed upon by the City and Mattman.

Warranty

Mattman shall submit the following:

At no cost to the City, the entire vehicle must be fully warranted for a period of two (2) years.

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Warranties greater than two (2) years and twenty (20) years specified shall prevail where applicable.

In the event of a breakdown or failure of the unit or equipment during the warranty period and upon receipt of notice, written or verbal from the City, Mattman shall take satisfactory action to effect repair or replacement of affected parts. Mattman shall take the necessary action within seventy-two (72) hours. Transportation of the unit from the City to Mattman will be mutually agreed upon between the City and Mattman. There may be circumstances that dictate Mattman provide transportation of the unit within the time periods specified above, this shall include towing services.

Patent Infringement

Mattman shall defend any and all suits and assume liability for the use of any patent, device, or article forming a part of the apparatus furnished under this agreement.

Information Required

Mattman shall provide the following information:

Technical scale line drawings of the proposed unit including information on overall length, weight, both sides of the unit, front and rear views, locations of all compartments, controls and gauges.

- 2 – Copies of work order to which the unit is being built
- 2 – Copies of line set tickets if applicable (chassis)
- 2 – Operator's Manuals
- 2 – Copies of diagrams showing all lubrication points and type of lubrication to be used at each location requiring lubrication
- 2 – Parts Books
- 2 – Maintenance/Service Manuals

- 1 – Sales and weight slip showing front axle, rear axle, and total vehicle weight shall accompany the unit when delivered

Vehicle Dimension and Weight Restrictions

- 2 – Electrical schematics showing all electrical components and wiring

General

The overall dimensions of the apparatus shall not exceed federal, state, or local requirements.

Apparatus Weight Restrictions

Both the axle weights and total apparatus vehicle weight, when fully loaded, shall not exceed Federal, State, or local requirements.

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General Materials and Workmanship

Applicable Standards

The design and construction of the vehicle, including all materials and workmanship, shall be of high quality and shall conform to the most recent applicable Society of Automotive Engineers Standards and recommended practices, Federal Motor Vehicle Safety Standards, Environmental Protection Agency Standards, and Occupational Safety and Health Administration Standards as well as any state and local standards. In case these specifications differ from the latest version of the standards, the latest version shall apply.

Material Age and Currency

All materials and equipment shall be new. They shall be of the most current model produced by the manufacturers for which the replacement parts are readily available.

Labeling

All component parts shall embody the original manufacturer's label plate and part or model number if applicable.

Installation/Uniformity

All piping, wiring, and tubing shall be neatly installed, secured where necessary, and protected from mechanical damage.

Welding

All welding shall be neat and have uniform beads. All welding spatter shall be removed. Any torch cut metal shall have ground-smooth cuts.

Replaceability

All major components including the three axles, and generator shall be independently replaceable without cutting, burning, or structural alteration of the vehicle. Welding shall not be employed in a manner that will prevent ready removal of these component parts for inspection, service, or repair.

Technical Data and Drawings

This contract recognizes and enforces the contents of *The Mattman Company Technical Proposal for San Marcos Fire Department Mobile Emergency Operations Center Revised 11/16/05 BB*.

General

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For information purposes, technical data describing the proposed vehicle and its major components shall be provided. Major components include: trailer body, front, center and rear axles, wheels and tires, and other components for which technical data are specifically requested in this specification.

Data Required

General

Data required from the manufacturer for each component shall include the make and model as well as a description of the methods by which spare parts can be obtained for both vendor-purchased and vendor-made components.

Total Vehicle

Mattman shall provide total weight certification (GAWR and GVWR). Mattman shall provide drawings showing overall body configuration and dimensions including: length, width, height, wheelbase, and flat ground clearances.

Axles

Weight capacity ratings shall be provided.

Wheels and Tires

Size and rating data shall be provided.

Finish and Painting

Body Surfaces

All surfaces to be painted shall be properly sanded and cleaned before the finish is applied. All sharp edges, burrs, etc., shall be ground or filled until smooth.

Base coats shall be thoroughly sprayed on and all irregularities in the surface rubbed down before the application of the finish coat(s).

All exposed metal surfaces shall be painted except where other finishers are required such as chrome, stainless, diamond plate, etc.

Trailer Body

The entire trailer body shall be painted white, and shall match the existing City fire apparatus fleet.



There shall be a red stripe painted on the rear and both sides of the apparatus. The stripe shall be seven (7) inches wide. The red stripe shall be red G8-49616 to match Chrysler #PR4 (95-97), or equal. The red stripe shall be surrounded by a one half (1/2) inch black painted stripe. The City, prior to painting, must approve the exact location of the painted stripe and color(s).

Reflective Stripe

There shall be a (4) inch white reflective stripe provided on the bottom of each side exterior and on the bottom of the rear of the trailer. The stripe shall conform to NFPA 1901 recommendations. The City must approve the location of the reflective stripe prior to installation.

Vehicle Chassis

The chassis and all undercarriage components shall be coated to prevent corrosion as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Body Features

Ceilings, floors, walls, doors, grab handles, windows, slide out sections and exterior compartments shall be constructed as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Built-ins



Electrical systems, interior and external lighting, wiring, air conditioners, roof ventilators, workstation junction boxes, refrigerator, microwave oven, sink, water pump, fresh water tank, black water holding tank, tank gauges, toilet, plumbing, interior cabinets, video monitors, VCR, TV antenna, exterior video input connector, roof antenna raceway and all cabling and wiring shall be installed as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Accessories

Fire extinguishers, smoke detectors, carbon monoxide detectors, wall clocks, AM/FM radio, speakers, printer, fax machine, awnings, awning additional room, pull-out steps, exterior shower, stabilizer jacks, road safety kit and pole-mounted floodlights will be installed as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Special Installations

Mattman will install one Smart Board, projector and laptop computer provided by the City.

Mattman will install an omni-directional antenna and cabling provided by the City for future installation of a microwave receiver as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Mattman will install cabling, City-provided radios as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB. Mattman will also install city-provided interoperable gateway equipment. The City will furnish drawings as to the preferred layout of the radios and gateway equipment, which is not in the Technical Proposal.

Mattman will provide and install a cooling fan in the gateway equipment housing rack.

Mattman will install 12 AC receptacles near the gateway equipment.

Mattman will install a city-provided plotter and computer in the communications room per furnished drawings.

Mattman will install 120 VAC wiring for City-provided battery chargers as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Mattman will install computer equipment infrastructure as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Mattman will install telephone infrastructure for City-provided telephones as specified in the Technical Proposal provided by Mattman and dated (revised) 11/16/05 BB.

Electrical System

Electrical components shall be protected against corrosion, excessive heat, excessive vibration, physical damage, and water spray.

Serviceable components shall be readily accessible.

Circuit protection devices, which conform to SAE standards, will be used to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme overload. General protection circuit breakers will be Type 1 automatic reset (Continuously resetting) and conform to SAE J553 or J258.

Power control relays and solenoids shall have a direct current rating of 125 percent of the maximum current for which the circuit is protected.

Wheels and Tires

Wheels and tires shall be of adequate design to meet the GAWR and GVWR ratings of the vehicle.

All tires shall be heavy duty, highway tread, and in a size and load range rating to comply with GVWR. All tires shall be steel belted radials. Tires shall be of standard make.

Handwritten signature or initials, possibly "TR" or "TRK", enclosed in a circle.

General

The vehicle will be given a complete inspection at the time of delivery. A list of defects (if any) will be presented to the manufacturer for correction within the pre-determined time frame. The vehicle will be re-inspected each time it is returned until all defects are corrected.

Road Performance Tests

General

The road performance tests shall be conducted while the trailer is loaded with a full complement of equipment and accessories.


Authorized Signatures

The individuals executing this agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this agreement on behalf of their respective legal entities.

For the City of San Marcos:

By: 
Todd Newman, Deputy Fire Chief

3/28/06
Date

For The Mattman Company:
By: 
Ted Carlson, Regional Sales Manager

3/23/06
Date



MATTMAN

SPECIALTY VEHICLES

1004 Rancheros Drive
 San Marcos, CA 92069
 Tel: 760-746-9516
 Fax: 760-746-9542

INVOICE

SHIP TO: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> City of San Marcos Fire Department, Scott McClintock 1 Civic Center Drive San Marcos CA 92069 </div>	INVOICE NO: 2006-5270 DATE: 4/5/2006 JOB NUMBER: 751 PO#: 512007 REQ#: BAR#: AC1594 EPA#: CAD98198																								
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DEPOSIT APPLIED		\$70,355.00																							
WARRANTY:		\$0.00																							
TOTAL DUE:		\$0.00																							

Thank you for choosing MATTMAN VEHICLES.
 DUE UPON RECEIPT.
 A Finance charge of 1.5% per month will be applied after 30 days.

Wednesday, April 05, 2006