



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 3, 2020

Staff Contact: Carol Akers and Rich Hardcastle, Fleet Services Supervisor

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 19300124, 2001 International 4800 Model-14 Type 3 Brush Truck Refurbishment, with Firetrucks Unlimited, for a total not to exceed amount of \$170,665. (Carol Akers; CAkers@carson.org and Rich Hardcastle, RHardcastle@carson.org)

Staff Summary: The City is currently requesting authorization to refurbish a 2001 International 4800 Model-14 Type 3 Brush Truck for the base quote of \$165,665 and the additional priced items of \$5,000 for a total of \$170,665. The Brush Truck was approved as part of the FY 20 Capital Improvement Program for \$175,000.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

Current Fleet guidelines recommend refurbishment at 15 years to gain another 5 years minimum of use. After that time, product support diminishes and replacement is necessary. These units are more seasonal in use compared to pumper trucks and can serve longer. The cost of a new Type 3 Wildland truck is approximately \$400,000. A refurbishment is less than half the cost of a new vehicle at \$170,665. The Gold level refurbished unit will be a near new unit and provides a safe and reliable vehicle for the Department and the community. There will be sufficient Type 3 coverage during the unit's time in refurbishment. The separately priced item #26.04 includes the cost for City staff to travel to Firetrucks Unlimited facilities for the pre-construction conference and also the final inspection when completed.

A REQUEST FOR BID, RFB 19300124 for the refurbishment of Wildland Model-14 (Brush) Fire Engines, was published in the Reno Gazette Journal and posted through NGEM on February 5, 2020. The RFB sought bids for a contract for zero to one refurbishments per year for the next five years, with options to renew for an additional two, one-year extensions. The City would then request refurbishment proposals from the selected bidder over the course of the contract period as needed. Bids were due at 2:00 pm on March 3, 2020; no bids were received. On March 5, 2020, per NRS 332.148 the City published a Notice of No Response to accept interested bidders information through March 13, 2020. No responses were received. Staff contacted Firetrucks Unlimited and Southcoast Fire and each provided the following quotes for the City's current need for refurbishment of a 2001 International 4800 Model 14 Type 3 Brush Fire Engine:

Firetrucks Unlimited \$170,665
Southcoast Fire \$352,366.79

Staff recommends awarding the contract to Firetrucks Unlimited.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Capital Projects Fund, Vehicle Replacement Account / 2101002-507705

Is it currently budgeted? Yes

Explanation of Fiscal Impact: A total budget of \$175,000 is included in the FY 20 Capital Improvement Program, Capital Projects Fund, Vehicle Replacement account. Unspent FY 20 Capital Improvement Program items will be rolled forward for expenditure in FY 21 during the first round of augmentations in December/January.

Alternatives

Do not approve the award and refurbishment and provide alternative direction to staff.

Attachments:

[19300124 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

THIS CONTRACT is made and entered into this 3rd day of September 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Firetrucks Unlimited, hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR’S compensation under this agreement (does ___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 19300124** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

2.3 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
WC expires _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

2.4 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.5 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from September 3, 2020, subject to Carson City Board of Supervisors' approval (anticipated to be September 3, 2020) to August 30, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Ted McCurdy, District Manager
Firetrucks Unlimited
1175 Center Point Dr.
Henderson, NV 89074
702-558-3352
ted@firetrucksunlimited.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Seventy Thousand Six Hundred Sixty Five Dollars and 00/100 (\$170,665.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 **Notice of Termination:**

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

- 13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
 - 13.21.1 *Minimum Limit required:*
 - 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
 - 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
 - 13.22.1 *Minimum Limit required:*

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Acct# 2101002 507705

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Ted McCurdy

TITLE: District Manager

FIRM: Firetrucks Unlimited

Address: 1175 Center Point Dr.

City: Henderson **State:** NV **Zip Code:** 89074

Telephone: 702-558-3352

E-mail Address: ted@firetrucksunlimited.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 19300124
Title: 2001 International 4800 Model 14 Type 3
Brush Truck Refurbishment

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 3, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300124**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 3rd day of September 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 3rd day of September 2020.



THE REFURB LEADER!

PROPOSAL

2001 INTERNATIONAL 4800 MODEL 14
TYPE 3 BRUSH TRUCK REFURBISHMENT

SECOND DRAFT

Prepared For:

CARSON CITY FIRE DEPARTMENT
777 S Stewart St.
Carson City, NV – 89701
Attn: Rich Hardcastle
Phone: (775) 400-7683
Email: rhardcastle@carson.org

Prepared By:

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074
(702) 558-3352
FiretrucksUnlimited.com

YOUR TRUCK GETS A SECOND LIFE FOR A FRACTION OF THE COST OF BUYING NEW!

Is your department operating on a limited budget? Do the high prices of new trucks make it hard to get everything you need to keep up with the demand? If so, we're here to help! Our refurbishment services have helped fire departments all over the world get more of the equipment they need while saving millions of dollars. We invite you to learn how high-quality refurbished equipment will help your department achieve its public safety mission and save you a ton of money!

WHAT IS FIRE TRUCK REFURBISHMENT?

Fire truck refurbishment is a proven fleet maintenance and replacement strategy that results in higher uptime and significantly lowers fleet costs. The refurbishment process includes upgrading, repairing and refinishing components of your truck to transform it to a better than new condition. Upon completion, your certified refurbished truck will look and feel just like new and will be ready for another lifetime of front-line service!

HOW IT WORKS

Assessment: We provide a free assessment of your fleet and work with you to determine which trucks are good candidates for refurbishment. If your fleet doesn't have any good candidates, we offer certified used fire trucks from our inventory that are ready for refurbishment.

Customize a Refurbishment Package: We offer three starting points for your refurbishment: The Core, Silver, or Gold Package. We work with you to customize the package to ensure you get everything you need.

Refurbishment: Your truck will be transported to our facility where certified EVT's will perform the refurbishment work. Rigorous quality control checks are performed at each station to ensure exceptional quality. Your Project Coordinator will be in constant contact to keep you current with the progress of your refurbishment.

Final Inspection & Delivery: Your team will visit our facility near Las Vegas to inspect the finished truck. We review the project scope together to ensure you are fully satisfied with the work performed before your truck returns to service. Your truck will be driven to your station or delivered via heavy hauler.

Ongoing Support: You can count on Firetrucks Unlimited for support before, during and after the project. Every refurbishment comes with a one-year warranty and any issues you may have will be immediately addressed by our support team.

WHY CHOOSE FIRETRUCKS UNLIMITED?



Best Price Guarantee

You get the most value for your money when you refurbish with Firetrucks Unlimited. We give you the best price up front and stick to it. We guarantee that our pricing will always be better than the OEMs.

Most Refurbishment Experience

Experience matters when it comes to your trucks! Our master EVT technicians have refurbished hundreds of trucks for fire departments all over the world, more than any other company!

Specialized Refurbishment Facilities

Our 50,000 sq. ft. facilities are specially designed for fire truck refurbishment which results in higher quality, faster turnaround and lower costs for our customers.

Fastest Turnaround Times

You need your trucks in service, we get that! Refurbishing your truck typically takes between 120 and 180 days. Buying a new truck can take up to two years. Rentals are also available during refurbishment if you don't have a reserve unit available.

Top Equipment Brands

We're partnered with all the industry leading equipment brands. The equipment on your refurbished truck will be the same as a new truck you buy from an OEM.

Best Warranty

You can count on Firetrucks Unlimited to support you before, during and after the project. Your refurbished truck comes with one-year warranty on all items in the statement of work. In addition, all warranties offered by the manufacturers of new components are extended to you. Our nationwide service capabilities ensure any warranty claims you may have will be addressed asap.

WHAT CUSTOMERS ARE SAYING

Shawn Murphy

Buckeye Valley Fire District

“Firetrucks Unlimited did a great job on refurbishing a used truck we purchased, we saved 300k over purchasing a new truck and we were able to get a lot more upgrades than if we purchased new! The staff and mechanics are great. Everything on the truck works flawlessly. Thanks Again!”

Scott Schuster

North Las Vegas Fire Department

“Fire Trucks Unlimited customer service is what you can expect to be equal to a new apparatus manufacturer. The product they provide is high quality and built to last. Every employee from their top management staff all the way down to their team building your unit is very supportive, educated and informative. The TEAM keeps you informed on your build process and ensures that you are well involved in the build process from start to finish.”

Eric Staten

Unified Fire Authority

“Firetrucks Unlimited has exceeded our expectations!”

Darren Williams

Compton Fire Department

“It was a pleasure working with the team at Fire Trucks Unlimited. They were very professional and friendly and there’s a great family atmosphere. They did a great job for us on a Pierce Ladder Truck. Thank you again for your professionalism.”

Ted Martin

Mohave Valley Fire Department

“The most comprehensive fire truck refurbishment company in North America!”


Rusty Coleman

Northstar Fire Department

“The mechanic team was professional and skilled. All of us who attended the final commented on how the mechanics all showed so much pride in their work. This definitely left us feeling good about the project. We are very happy with the experience and would use your company again.”

2001 International 4800 Model 14 Type 3 Brush Truck Photos



	Customer	Quote: 10881 (2)
	CARSON CITY FIRE DEPARTMENT	Estimate: 000536
	777 SOUTH STEWART ST.	Quote Date: 2020/06/25
	CARSON CITY, NV	Expires: 2020/09/24

01 CONDITION AND SCOPE

01.05 Level II Refurbishment

The fire apparatus shall be refurbished to the Level II standards of the NFPA 1912 Standard for Fire Apparatus Refurbishing Current Edition.

01.10 Break Down Apparatus

The apparatus shall be disassembled including removal of all bolt on items, interiors, and major components as necessary for the below statement of work.

01.15 Incoming Inspection

Upon arrival, the apparatus shall be inspected, road tested, and pumped (if applicable) per the NFPA 1911 Standard for Inspection, Maintenance and Testing of In-Service Automotive Fire Apparatus. An inspection checklist shall be completed and system/component deficiencies identified which are not scheduled to be repaired/replaced shall be communicated to the Purchaser.

01.25 Weights

As part of the incoming inspection, the apparatus shall be weighed (both axles). Upon completion of the refurbishment, the apparatus shall be weighed again (both axles). The refurbished apparatus will not exceed the GAWR and GCWR, or GVWR of the chassis when carrying the estimated in-service weight of the unequipped apparatus as defined in NFPA 1912 Section 4.8.2.

02 FRAME

02.01 Frame Rails - Inspect & Advise

The frame shall be inspected for wear, broken or loose bolts or other fittings, bent or damaged members, or other problems.

04 ENGINE

04.26 Engine

The Navistar DT 570 engine shall be overhauled to include removal and replacement of engine, rods, mains, cylinder packs, injectors, starter, air compressor, new sensors, sending units, hoses, belts, and water pump.

05 COOLING SYSTEM

05.10 Coolant Lines

All coolant lines shall be replaced with new heavy-duty black rubber hose. All clamps shall be replaced.

05.15 Radiator & Charge Air Cooler Overhaul

The radiator, surge tank, and any other components of cooling system shall be replaced with new. New coolant meeting the engine manufacturers specifications shall be added. The charge air cooler shall be cleaned and pressure tested. The charge air cooler shall be re-installed using new black rubber hose. All clamps shall be replaced.

06 LUBRICATION SYSTEM

06.10 Oil and Fluids

All chassis fluid shall be replaced including engine oil, coolant, gear oil, transfer case oil, and window washer fluid.

07 FUEL & AIR SYSTEMS

07.05 Fuel System Components

The fuel pump, filter, fill hose, supply lines, and fuel sending unit shall be replaced with new meeting OEM specification.
Added in Draft#: 2

07.20 Air Governor

The air governor shall be replaced with a new air governor meeting OEM specification.

07.25 Air Dryer

The air dryer shall be replaced with a remanufactured air dryer meeting OEM specification.
 Spin on cartridge - Bendix ADSP

07.26 Air Brake Hoses

Air brake hoses (rubber) shall be replaced with new.
Added in Draft#: 2

10 BRAKING SYSTEM

10.05 Brake Chambers, Shoes, Drums, Slack Adjusters

The front and rear brakes shall be replaced to include brake chambers, shoes, drums, slack adjusters, and wheel sensors. The components shall meet OEM specifications.

11 SUSPENSION & WHEELS

11.01 Suspension, Wheels, and Tires Inspect & Advise

If the suspension, wheels, or tires are not scheduled to be upgraded, then a thorough inspection of the wheels, tires, springs, hangers, mountings, and suspension system accessories shall be performed including inspecting for wear, stress cracks, sagging, improper bolt torque and other problems. Firetrucks Unlimited shall notify the purchaser in writing of any problems discovered during the inspection.

11.10 Shocks

The front shocks shall be replaced with new meeting OEM specifications.

11.25 Mud Flaps

The mud flaps shall be replaced with new heavy-duty rubber mud flaps with Firetrucks Unlimited logos.

13 TRANSMISSION**13.02 Transmission Service**

The transmission shall be serviced with new Transynd synthetic transmission fluid and transmission filter.

14 ELECTRICAL SYSTEMS**14.06 Batteries**

All batteries shall be replaced. Group 31

14.10 Heavy Gauge Battery Wiring

The wiring from the batteries to the starter shall be replaced with new meeting OEM specifications.

14.11 Chassis Wiring Harness

The chassis wiring harness shall be inspected including the condition of the wires, connectors, relays, fuses and/or circuit breakers and related components. The chassis wiring system shall be repaired including chafing, shorts, loom, frayed wires, bad connections, and faulty components.

14.12 Body Wiring Harness

The body wiring harness shall be inspected to including the condition of the wires, connectors, relays, fuses and/or circuit breakers and related components. The body wiring system shall be repaired including chafing, shorts, bad connections, and faulty components.

14.14 Warning Lights - Zone A/B/C Upper

The light bar shall be removed and replaced with a new 60" Whelen Legacy light bar RED and Blue lights. Light bar shall have take-down and alley lights.

14.16 Warning Lights - Zone A Lower

The forward-facing emergency lights shall be replaced Whelen LED C6 SurfaceMax light head(s). Clear lens LED Whelen lower emergency lights both in Blue and Red. The light heads shall be mounted in a chrome bezel.

Quantity: 2

14.18 Warning Lights - Zones B/D Lower

The side facing emergency lights shall be replaced with Whelen C6 SurfaceMax LED light head(s). Clear lens LED Whelen lower emergency lights both in Blue and Red. The light heads shall be mounted in a chrome bezel.

Quantity: 2

14.20 Warning Lights - Zone C Lower

The rear facing emergency lights shall be replaced with C6 SurfaceMax LED light head(s). Clear lens LED Whelen lower emergency lights both in Blue and Red. The light heads shall be mounted in a 4-pack chrome bezel with back up lights.

Quantity: 2

14.23 Clearance/Marker Lighting

The clearance/marker lighting shall be replaced with new LED light heads similar in shape and size to the original clearance lighting.

14.24 Brake, Reverse & Turn Signals

The brake, reverse and turn signal lighting shall be replaced with new Whelen 600 Series 5mm LED Brake/Tail, Turn and Backup light heads. Existing 4 pack bezel shall be re-installed.

14.25 Reflectors

The red and amber reflectors shall be replaced with new meeting DOT standards.

14.28 Ground Lighting

New 4" round white LED constant duty light heads shall be installed under the apparatus in stepping areas. The lights shall be mounted in an angled bracket below the cab doors, below the pump panels (if applicable), below the rear of the body on the drivers and passenger's sides, and below the rear of the apparatus. See notes for quantity.

Quantity: 10

14.29 Compartment Lighting

The compartments shall have a full-length LED strip light installed on the forward vertical frame of the compartment. The compartment light shall be illuminated when the compartment door is opened and turn off when the compartment door is shut.

14.30 Step Lighting

The body step lights shall be replaced with new LED light heads of similar shape and size to the original lighting.

14.31 Work/Hose Bed Lighting

The existing work/hose bed lighting at rear and on cab shall remain.

14.34 Siren & Radio

The existing electronic siren shall be replaced with a new Whelen 295SLSA6 electronic siren unless otherwise specified by the Purchaser. The siren shall be mounted in the same location as the existing siren. All switches shall run through Whelen power head.

14.41 Engine Compartment Lights

Engine compartment lights shall be replaced with new equivalent LEDs.

14.44 Center Console

The existing center console and mounting shall remain as is.

14.45 "Do Not Move Apparatus" Warning Light with Audible Alarm

A red flashing warning light with an integral audible alarm shall be installed in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door.

17 DRIVING & INTERIOR**17.19 Cab Door Seals**

The cab door seals shall be replaced with new OEM door seals. The doors shall be adjusted for proper fit after new seals are installed.

17.22 Upholstery

Existing upholstery shall remain as is.

17.26 Flooring

The flooring shall remain as is.

17.35 Cab Mounts

The existing cab mounts shall be replaced with new.

Added in Draft#: 2

17.46 Warning Stickers

The required safety labels inside the cab and around the apparatus shall be replaced with new.

17.49 Cab Hardware

Broken or missing cab hardware including latches, A/C louvers, clips, hooks, switches, and brackets shall be replaced as necessary.

17.50 Heating

The cab heater system shall be inspected for proper operation. Heater hoses shall be replaced with new. If the heating system is not functioning correctly, Firetrucks Unlimited shall notify the Purchaser in writing of any problems discovered during the inspection.

17.51 Air Conditioning

The air conditioning system shall be inspected, evacuated, and recharged. A new dryer shall be installed and a/c lines shall be replaced as needed.

18 BODY & EQUIPMENT

18.10 Compartment Doors - Hinged

The compartment doors shall be inspected for proper operation. Doors shall be adjusted and lubricated as necessary. If door stay tabs are wallered out, then the hole in the tab shall be rewelded and a new hole drilled.

18.11 Doors Stays/Gas Shocks

Door stays and/or gas shocks shall be inspected for proper operation. Damaged or non-functioning stays/shocks shall be replaced with new.

18.12 Seals - Hinged

The compartment door seals shall be replaced with new meeting OEM specifications.

18.13 D Ring adjustments

The compartment D Ring handles shall be lubricated and adjusted for proper fit and operation.

18.30 Grab Rails Body

The body exterior grab rails shall be replaced with new aluminum knurled handrails with new chrome stanchions and rubber gaskets.

18.40 Shelving

The shelving shall be removed, inspected for damage and repaired as necessary. Adjustable shelf tracks shall be cleaned of all debris.

18.56 Hose Bed Cover

A new vinyl hose bed cover shall be custom fit and installed on the apparatus. The color shall be red unless otherwise specified by the Purchaser. Existing fasteners shall be re-utilized and any missing or damaged fasteners shall be replaced.

Added in Draft#: 2

18.90 Diamond Plate Cleaning & Polishing

All non-welded exterior aluminum diamond plate shall be removed from the apparatus. The diamond plate shall be chemically cleaned, de-oxidized and machine polished. Upon reinstallation of diamond plate, a new gray seam seal bead

shall be applied to prevent water intrusions behind the diamond plate.
Cracked aluminum diamond plate shall be repaired as necessary.

19 PAINT & GRAPHICS

19.05 Steam Cleaning Pre-Paint

Prior to body work and prepping, the apparatus shall be completely steam cleaned to remove all debris, dirt, oils, grease and other contaminants.

19.10 Body Work

The cab and body shall be inspected for damage and imperfections. Minor dents, and scratches shall be filled, smoothed and sealed. Minor cracks shall be re welded, ground and sealed. Surface rust shall be treated and sealed. Major body work and corrosions shall be identified and reported to the Purchaser.

19.25 Frame Rail

The frame rail shall be inspected and surface rust shall be treated. The frame shall be refinished with a heavy-duty black frame rail paint or existing color.

19.30 Compartments

The compartment interiors shall have all mounting brackets removed. Holes that are not to be re-used shall be welded and ground down. The compartment interiors and compartment shelving shall be re-finished with grey splatter paint.

19.35 Paint Surface Preparation

Prior to paint preparation, all bolt on components shall be removed including but not limited to; door handles, lighting, bezels, grab rails, steps, trim, front grill, side grills, mirrors, pump panels, diamond plate, hose beds, fenderettes, D rings, rub rails, ladder rack, etc.

19.40 Primer and Preparation

After sanding, the cab and body shall be sealed and a primer coat shall be applied. After priming, the painting surface shall be sanded in preparation for final coat.

19.45 Cab and Body Paint and Polishing

Upon completion of final preparation, the cab and body will be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint will be applied in a minimum of three coats to ensure proper coverage with a high gloss finish. The entire cab and body will be color sanded, buffed and detailed.

19.55 Pump and Plumbing

The pump enclosure and plumbing shall be refinished with low gloss black paint.

19.60 Wheels

The steel wheels shall be refinished with a color specified by the Purchaser.

19.65 Paint Code(s) and Layout

The Purchaser will provide all paint code(s). If the Purchaser does not have this information, Firetrucks Unlimited will match the existing paint color with an electronic paint matching system. The Purchaser will instruct Firetrucks Unlimited if the layout is to remain the same, will match a new fleet layout, or if a new design is required. Design work is available for an additional fee.

19.70 Reflective Striping

3M Scotchlite striping will be provided. The stripe will be applied on a minimum of 60% of each side, 60% on the rear, and 40% on the front of the unit. The Scotchlite stripe layout will be specified by the Purchaser. The Purchaser will specify the color of the Scotchlite striping.

19.75 Chevrons

Rear facing vertical surfaces will be covered with alternating stripes of reflective material specified by the Purchaser. The Purchaser will specify which surfaces will be covered.

20 PUMP & EQUIPMENT**20.13 Waterous Rebuild Pump & Gear Box**

The pump bodies, impellers and transfer valves shall be flushed with clean water. The Purchaser shall be notified of any cracks in these components. The pump transmission shall be removed and internal components shall be inspected. Inspect for damage, pitting, spider cracks, bad bearings. The bottom half of the pump volute shall be lowered and inspected. An entirely new impeller assembly will be installed including impellers, wear rings, and seals/gaskets. Standard packing is included. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit and greasing of the U-joints.
Waterous Pump - 500 GPM CPK-3

20.14 Primer

The existing electric primer shall be replaced with new Trident air primer including new air tank, plumbing and isolation valve.

20.28 Pump Test

The pump shall be dynamically tested for leaks and to ensure the performance meets the checked for correct operation within the manufacturers operating parameters. A Firetrucks Unlimited pump certification will be provided when the work is complete.

20.29 Discharge and Intake Relief Valves

The relief valve body will be removed from the pump body, thoroughly cleaned and inspected for pitting and other evidence of wear. Small imperfections will be sanded or honed to reduce the size and allow smooth operation. The relief valve will be reinstalled and tested to assure proper operation per the manufacturers and NFPA standards.

20.30 Rebuild Discharge & intake valves

All discharge, tank fill, tank to pump and auxiliary inlet valves will be removed from the adjacent piping to facilitate cleaning and allow bench rebuilding. The valve seals and ball will be removed and replaced with new stainless-steel type

(Akron only). New seals and O-rings will be installed per manufacturer's recommendation. The clapper valve shall be replaced.

20.33 Drain valves

Drain valves shall be exercised and lubed for proper operation. Any drain valves not operating correctly shall be replaced with new.

20.35 Discharge Pressure Gauges

Inoperable, leaking, cracked or discolored discharge pressure gauges shall be replaced with new.

20.40 Engine & Fuel Gauges

Pump panel gauges shall be replaced with new including engine hours and temperature gauges.

20.41 Pump Panel Lighting

New LED lights will be installed on the pump panel.

20.48 Intake Screens

The pump intake screens shall be replaced with new.

20.50 Pump Panels

The pump panels shall be completely disassembled including removal of gauges, valve linkage, caps, plumbing, placards, throttle, etc. The pump panel shall be cleaned prior to reassembly.

20.51 Color Coded Tags - Pump Panel

Damaged or missing color-coded identification tags on the pump panel shall be replaced with new. We will match the existing colors when possible unless otherwise specified by the Purchaser.

20.52 Caps & Chains

The discharge caps and chains shall be replaced with new chrome caps and chains.

21 FOAM SYSTEM

21.10 Flush & Test

The foam system shall be flushed and thoroughly cleaned of all contaminants. The foam system shall be tested for leaks and proper operation.

21.20 Foam Tank Level Gauge(s)

A Fire Research, model #WLA260-A00, "TANKVISION" GA that shows the actual volume of foam in the foam cell shall be provided on the pump operator's panel.

22 WATER TANK

22.05 Water Tank Level Gauge(s)

A Fire Research, model #WLA200-A00, "TANKVISION" GA that shows the actual volume of water in the tank shall be provided on the pump operator's panel.

22.10 Water & Foam Tank Inspection

The water tank shall be inspected and tested for leaks. Any damage/leaks shall be reported to the purchaser for advisement.

Check structural integrity of water tank and seal inside.

Added in Draft#: 2

26 GENERAL

26.01 Re Assembly

Upon completion of mechanical overhaul and paint processes, items previously removed and not specifically addressed in the above statement of work shall be re-installed on the vehicle including: grab rails, rub rails, emergency lighting, DOT lighting, scene lighting, diamond plate, steps, bumpers, tow hooks/eyes, doors, cab interiors, antennas, radios, hose bed, hose bed dividers, reels, monitors, brackets, shelving, ladder rack, hard suction mounts, door handles, door hardware, panels, mirrors, windshields, speakers, air horns, fenderettes, and grills.

26.02 Wash & Detail

Prior to deliver the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing will include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

26.08 Warranty

Your refurbished apparatus shall be covered by a 1-year limited warranty for all services outlined in the statement of work. Warranty includes parts and workmanship.

Approved By:		Total:	\$165,665.00
Signature:			
Date:			

Terms and Conditions

Quote dated 06/25/2020

Quote valid for 90 days

Payment terms 50% down, 50% upon completion

Any customer supplied items may be subject to installation charge.

Separately Priced Item

Description	Price
01.20 Freight FTU to handle round trip freight from Carson, NV.	\$3,000.00
26.04 Pre-Construction Conference/Final Inspection There will be a pre-construction meeting within 45 days of purchase order release and a final inspection when the apparatus is completed at the FTU facility. Factory and Sales representatives will be available at the time of the trip. The transportation, lodging, and meals shall be provided for up to two (2) representatives of the buying authority.	\$2,000.00