

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$75,073.00 within the 2010 Special Road and Bridge Fund and awarding a contract for the furnishing of an E80 compact excavator with accessories for use by the Public Works Department to Bobcat Company of West Fargo, ND, under the terms and conditions of Houston-Galveston Area Council Contract No. EM06-09, an existing government contract, at an actual cost to the County not to exceed \$77,573.00.

RESOLUTION #17408, November 8, 2010

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the Road and Bridge Division of the Public Works Department has a need for a compact excavator to be used for culvert replacement, repair, cleaning, ditching, asphalt patching, and earth moving projects; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of this equipment to Bobcat Company of West Fargo, ND, under the terms and conditions of Houston-Galveston Area Council Contract No. EM06-09, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, a transfer is necessary to place the required funds in the proper spending

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2010 Special Road and Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Road & Bridge Fund			
004-1506	56420 - Electricity	\$15,000	
004-1506	58510 - Maint. & Repair-Bldgs	\$15,000	
004-1506	56670 - Rent - Misc.	\$ 7,073	
004-1506	57110 - Gasoline	\$20,000	
004-1506	58060 - Other Improvements	\$18,000	
004-1506	58110 - Heavy Machinery & Equip.		\$75,073

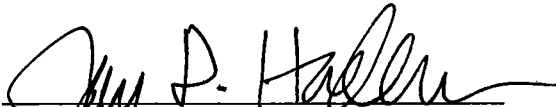
and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



Acting County Counselor

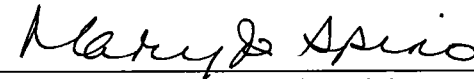
Certificate of Passage

I hereby certify that the attached resolution, Resolution #17408 of November 8, 2010, was duly passed on November 15, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9 Nays 0
Abstaining 0 Absent 0

11.15.10

Date



Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 004 1506 56420
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Electricity
NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER: 004 1506 56510
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Maint & Repair - Buildings
NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER: 004 1506 56670
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Rent - Miscellaneous
NOT TO EXCEED: \$ 7,073.00

ACCOUNT NUMBER: 004 1506 57110
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Gasoline
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 004 1506 8060
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Other Improvement
NOT TO EXCEED: \$18,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 1506 58110
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Heavy Machinery & Equipment
NOT TO EXCEED: \$77,573.00

November 3, 2010
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

005

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 17408

Sponsor(s): Bob Spence

Date: Nov. 8, 2010

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing transfers in the amount of \$75,073.00 from the following accounts: \$20,000 from 004-1506-57710; \$7,073 from 004-1506-56670; \$15,000 from 004-1506-56420; \$15,000 from 004-1506-56510; and \$18,000 from 004-1506-58060 TO 004-1506-58110 and awarding a contract for the purchase of an E80 Compact Excavator with Accessories in the amount of \$77,573.00 from Bobcat Company of West Fargo, North Dakota, under the terms and conditions of Houston-Galveston Area Council (HGAC) Contract No. EM06-09; an existing government contract.</u></p>																												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$77,573.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$77,753.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$77,753.00</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td colspan="2">Transfer from</td> </tr> <tr> <td>004-1506-57110 Road & Bridge Fund, Public Works-Maint, Gasoline</td> <td>\$20,000.00</td> </tr> <tr> <td>004-1506-56670 Road & Bridge Fund, Public Works-Maint, Rent Miscellaneous</td> <td>\$7,073.00</td> </tr> <tr> <td>004-1506-56420 Road & Bridge Fund, Public Works-Maint, Electricity</td> <td>\$15,000.00</td> </tr> <tr> <td>004-1506-56510 Road & Bridge Fund, Public Works-Maint, Maint & Repair Buildings</td> <td>\$15,000.00</td> </tr> <tr> <td>004-1506-58060 Road & Bridge Fund, Public Works-Maint, Other Improvements</td> <td>\$18,000.00</td> </tr> <tr> <td>Total</td> <td>\$75,073.00</td> </tr> <tr> <td colspan="2">Transfer to</td> </tr> <tr> <td>004-1506-58110 Road & Bridge Fund, Public Works-Maint, Heavy Machinery & Equipment</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$77,573.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$77,753.00	Amount budgeted for this item * (including transfers):	\$77,753.00	Source of funding (name of fund) and account code number;		Transfer from		004-1506-57110 Road & Bridge Fund, Public Works-Maint, Gasoline	\$20,000.00	004-1506-56670 Road & Bridge Fund, Public Works-Maint, Rent Miscellaneous	\$7,073.00	004-1506-56420 Road & Bridge Fund, Public Works-Maint, Electricity	\$15,000.00	004-1506-56510 Road & Bridge Fund, Public Works-Maint, Maint & Repair Buildings	\$15,000.00	004-1506-58060 Road & Bridge Fund, Public Works-Maint, Other Improvements	\$18,000.00	Total	\$75,073.00	Transfer to		004-1506-58110 Road & Bridge Fund, Public Works-Maint, Heavy Machinery & Equipment	
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A</p>																												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465</p>																												
<p>REQUEST SUMMARY</p>	<p>The Road & Bridge Division of the Public Works Department is requesting the purchase of a compact excavator – a relatively new concept in earth moving/construction equipment. To date, the Road Maintenance Division has replaced 237 culverts in 2010 and 163 in 2009. Replacements are scheduled as part of the annual road program</p>																												

and other replacements are due to drainage issues. The compact excavator will be beneficial for many reasons: culvert replacement, repair and cleaning; ditching; asphalt patching; and earth moving projects. Its small size will prevent road closures and lane blocking during projects, as well as, assist with those "hard to get to" areas. The compact excavator will be used all 12 months of the year.

The Road & Bridge Division of the Public Works Department is requesting the purchase of this compact excavator utilizing the Houston-Galveston Area Council with Bobcat Company and requesting transfers of funds to accomplish this purchase.

Pursuant to Section 1030.4 of the Jackson County Code 1984, the Director of Finance and Purchasing recommends the purchase E80 Compact Excavator with Accessories in the amount of \$77,573.00 from Bobcat Company of West Fargo, North Dakota, under the Terms and Conditions set forth in the following existing government contract:

Recommended Vendor
Bobcat Company
West Fargo, ND

Contract Number
Houston-Galveston Area Council
Contract No. EM06-09

The Director of Finance and Purchasing also requests approval for the following transfers:

TRANSFERS	FROM	TO
004-1506-57110 Road & Bridge Fund, Public Works-Maint, Gasoline	\$20,000.00	
004-1506-58110 Road & Bridge Fund, Public Works-Maintenance, Heavy Machinery & Equipment		\$20,000.00
004-1506-56670 Road & Bridge Fund, Public Works-Maint, Rent Miscellaneous	\$ 7,073.00	
004-1506-58110 Road & Bridge Fund, Public Works-Maintenance, Heavy Machinery & Equipment		\$ 7,073.00
004-1506-56420 Road & Bridge Fund, Public Works-Maint, Electricity	\$15,000.00	
004-1506-58110 Road & Bridge Fund, Public Works-Maintenance, Heavy Machinery & Equipment		\$15,000.00
004-1506-56510 Road & Bridge Fund, Public Works-Maint, Maint & Repair Buildings	\$15,000.00	
004-1506-58110 Road & Bridge Fund, Public Works-Maintenance, Heavy Machinery & Equipment		\$15,000.00
004-1506-58060 Road & Bridge Fund, Public Works-Maint, Other Improvements	\$18,000.00	
004-1506-58110 Road & Bridge Fund, Public Works-Maintenance, Heavy Machinery & Equipment		\$18,000.00

CLEARANCE

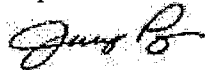
- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department)
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

Memo from Kaye Merkle of the Public Works Department, Bobcat Company's Contract Documents, RE321156703, Quotation from Bobcat Company

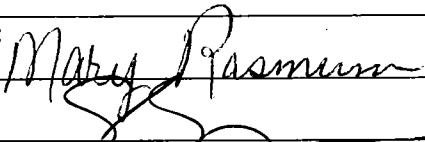
REVIEW

Department Director:



Date: 10/27/2010

Finance (Budget Approval):
If applicable



Date: 10/29/10

Division Manager:

Date: 10/1/10

County Counselor's Office:

Date:



JACKSON COUNTY PUBLIC WORKS DEPARTMENT

ADMINISTRATIVE OFFICES
 303 W. Walnut
 Independence, MO 64050
 (816) 881-4530
 (816) 881-4448 Fax

ENVIRONMENTAL HEALTH
 308 W. Kansas
 Independence, MO 64050
 (816) 881-4530
 (816) 881-1650 Fax

ROAD MAINTENANCE DIVISION
 34900 E. Old U.S. 40 Hwy
 P.O. Box 160
 Grain Valley, MO 64029
 (816) 847-7050
 (816) 847-7051 Fax

MEMORANDUM

TO: Teddy Ballard, Senior Buyer

FROM: Kaye Merkle, Resource/Logistics Supervisor

DATE: October 20, 2010 *KM*

SUBJECT: Purchase of E80 Bobcat Compact Excavator

The Road Maintenance Division of Public Works is requesting the purchase of one (1) E80 Bobcat Compact Excavator with hydraulic joystick controls, 48" tilting grade bucket, 24" trenching bucket, hydraulic clamp and associated items as listed on Quote CMS-12654 for a price of \$77,573.00. The purchase will be thru the Texas HGAC Contract #EM06-09, valid thru 5-31-11.

Requisition RE 321156703000 was prepared in the amount of \$2,500 from account 004-1506-58110. Additional funding for this equipment will require transfers upon approval of purchase. Listed below are the appropriate funds and amounts to be transferred. We are requesting the monies be transferred into 004-1506-58110 Heavy Machinery & Equipment to fund the purchase of this equipment.

10/13/10	RE 321156703000	\$2,500.00	1506-58110
Transfers Requested	Gasoline	\$20,000.00	1506-57110
	Rent Miscellaneous	\$7,073.00	1506-56670
	Electricity	\$15,000.00	1506-56420
	Maint & Repair Buildings	\$15,000.00	1506-56510
	Other Improvements	\$18,000.00	1506-58060

The E80 Excavator is a smaller unit and will be utilized for ditching, culvert repair and installation, cleaning streams and culverts of debris, as well as various other excavating projects. The Department feels this purchase will streamline project completion by providing more efficient equipment, reduce project duration, increase productivity and ultimately a more professional result.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
BOBCAT COMPANY
West Fargo, North Dakota

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Bobcat Company, hereinafter referred to as the CONTRACTOR, having its principal place of business at 250 East Beaton Drive, West Fargo, North Dakota 58078.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Earth Moving & Construction Equipment Contract to become effective as of June 1, 2009, and to continue through May 31, 2011 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Earth Moving & Construction Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Earth Moving & Construction Equipment through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: EM06-09, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: EM06-09, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the

Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further,

CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director


Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: May 15, 2009


Signed for Bobcat Company
West Fargo, North Dakota:



Printed Name & Title: Mike Rotzbucher - Gov Account Manager

Date: _____ 20__

Attest for Bobcat Company
West Fargo, North Dakota:



Printed Name & Title: Crystal Stram - Govt Act Mgr.

Date: 5/11, 2009

CONFIDENTIAL

Attachment A
Bobcat Company
Earth Moving & Construction Equipment
Contract No. EM06-09

Product Code	Description	Base Bid Price
	Bobcat	
	A. Excavators - Hydraulic, Standard & Mini	
A044	Model 418 Compact Excavator : 10.2 HP, 2593 # operating wt, zero tail swing	\$14,967.00
A045	Model 323 Compact Excavator : 13.9 HP, 3655 # operating wt, conv. tail swing	\$20,072.00
A046	Model 425 Compact Excavator : 27 HP, 5849 # operating wt, zero tail swing	\$23,958.00
A047	Model 325 Compact Excavator: 27.4 HP, 6145 # operating wt, conventional tail swing	\$23,549.00
A049	Model 331 Compact Excavator : 41.8 HP, 7185 # operating wt, conventional tail swing	\$28,440.00
A050	Model 430 Compact Excavator : 41.8 HP, 8024 # operating wt, zero tail swing	\$29,003.00
A051	Model 335 Compact Excavator : 41.8 HP, 9170 # operating wt, conventional tail swing	\$30,625.00
A052	Model 435 Compact Excavator : 48.8 HP, 10555 # operating wt, zero tail swing	\$35,008.00
A053	Model 337 Compact Excavator : 48.8 HP, 11085 # operating wt, conventional tail swing	\$39,559.00
	D. Loaders, Wheel & Track	
D055	Model MT52 Mini Track Loader : 44 Cubic Inch Diesel, 2506 # operating wt	\$12,741.00
D056	Model MT55 Mini Track Loader : 54.8 Cubic Inch Diesel, 2696 # operating wt	\$13,550.00
D057	Model T140 Compact Track Loader : 49 HP, 6660 # operating wt	\$25,530.00
D058	Model T180 Compact Track Loader : 66 HP, 7367 # operating wt	\$28,507.00
D059	Model T190 Compact Track Loader : 66 HP, 7612 # operating wt	\$29,257.00
D060	Model T250 Compact Track Loader : 81 HP, 9347 # operating wt	\$35,461.00
D061	Model T300 Compact Track Loader : 81 HP, 9702 # operating wt	\$39,656.00
D062	Model T320 Compact Track Loader : 92 HP, 9702 # operating wt	\$42,323.00
D063	Model A300 All Wheel Steer Loader : 81 HP, 8673 # operating wt	\$34,463.00
	E. Skid - Steers	
E064	Model S70 Skid Steer Loader : 23.5 HP, 2708 # operating wt	\$11,969.00
E065	Model S100 Skid Steer Loader : 35.5 HP, 4110 # operating wt	\$14,552.00
E066	Model S130 Skid Steer Loader : 49 HP, 5235 # operating wt	\$16,717.00
E067	Model S150 Skid Steer Loader : 49 HP, 5935 # operating wt	\$18,039.00
E068	Model S160 Skid Steer Loader : 59 HP, 6115 # operating wt	\$19,895.00
E069	Model S175 Skid Steer Loader : 49 HP, 6220 # operating wt	\$18,416.00
E070	Model S185 Skid Steer Loader : 59 HP, 6220 # operating wt	\$20,691.00
E071	Model S205 Skid Steer Loader : 66 HP, 6655 # operating wt	\$22,422.00
E072	Model S220 Skid Steer Loader : 75 HP, 7483 # operating wt	\$24,638.00
E073	Model S250 Skid Steer Loader : 75 HP, 7825 # operating wt	\$25,267.00

E074	Model S300 Skid Steer Loader : 81 HP, 8268 # operating wt	\$27,500.00
E075	Model S330 Skid Steer Loader : 85 HP, 9185 # operating wt	\$32,057.00
	N. Catalogs	Discount % from list
N076	Bobcat pricing catalog: Compact Excavators(February 23, 2009)	30%
N077	Bobcat pricing catalog: Compact Track Loaders (Feb 23, 2009)	30%
N078	Bobcat pricing catalog: Skid Steers and All Wheel Steer Loaders(Feb 23, 2009)	30%
N079	Bobcat pricing catalog: Compact Tractors (CT122, CT225, CT230, CT235, CT335, CT440, CT445, CT450)(Feb 02, 2009)	20%

Header

Line Items

Document Information

Doc ID: RE 321156703000

Ref ID:

Date: 10/13/10 Copy Only:

Buyer: TNB Send:

Total Amount: 2,500.00

Requester Information

Invoice To: 0145

Requester: DEIHL CAROLINE

Dept: 1506

Vendor Information

ID: BOB25000

Name: BOBCAT COMPANY

Address: 250 EAST BEATON DRIVE

Shipping Information

Ship To: 0144

Name: ROAD & BRIDGE MAINT. FACILITY

Address:

34900 OLD US 40 HIGHWAY

OAK GROVE, MO 64075

Ship Via:

Document 1 of 1

OK Approve Total Defaults Close

Header

Line Items

Document ID: RE 321156703000 Date: 10/13/10 Amount: 2,500.00

Item ID/Description	UOM	Quantity	Price	Amount	I
590-050	EA	1	2500.00	2,500.00	<input checked="" type="checkbox"/>
VEHICLES: TRAILERS		Acct: 004-1506-58110-999-9999-9999-10			
e80 mini-excavator w/48"&24" buckets&thu		quote cms-12654, fds initiated as transfer on rld			

Summary

Detail

OK Total Edit All Approve Close

