Meeting Date: 12/15/2015

Report Type: Consent

Report ID: 2015-01079

Title: Cooperative Purchase Agreement: Replacement Tractor and Trailer

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the Houston-Galveston Area Council (HGAC) cooperative purchase agreement with Contour Sierra Aebi Terratrac LLC (Contract No. GR01-15) for the purchase of one replacement tractor and trailer; 2) authorizing the use of an existing tractor (equipment number 10638) as partial payment of the purchase price of the replacement tractor, giving the City a credit of $6,000 for the trade-in; and 3) authorizing the City Manager or the City Manager’s designee to execute the purchase specified above in an amount not to exceed $235,276.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department
Division: Fleet Management
Dept ID: 15003211

Attachments:
1-Description/Analysis
2-Agreement

City Attorney Review
Approved as to Form
Sari Myers Dierking
12/8/2015 5:10:49 PM

Approvals/Acknowledgements
Department Director or Designee: Jerry Way - 11/28/2015 10:53:51 AM
Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase one replacement tractor and trailer for the Department of Utilities (DOU), Operations and Maintenance Division. The existing trailer is an early replacement; however, it has high maintenance and repairs costs, and Fleet Management recommends replacing the trailer with the tractor at this time.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: After reviewing the available purchase options, Fleet Management has determined that using the cooperative purchase agreement with HGAC and Contour Sierra Aebi Terratrac LLC represents the most advantageous purchasing strategy. The vendor has a tractor available to sell immediately, and time is of the essence when replacing vehicles and equipment. Using the recommended cooperative purchase agreement will allow the City to purchase this tractor now and prevent interruptions in service and higher repair and maintenance costs associated with keeping assets beyond their useful lives. The contract was competitively bid, and HGAC receives greater discounts from the manufacturer due to a higher purchase volume than the City would receive if issuing its own bid.

In addition, the vendor has agreed to accept the City’s existing tractor as partial payment of the purchase price, and give the City a credit of $6,000 for the trade-in. The trade-in credit is estimated to be higher than the City would receive if offered for sale at public auction. The total amount of the purchase, including tax and the trade-in credit, is $235,276.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these
administrative processes and purchase items and services through a cooperative purchasing
program.

The City has used both regional and national cooperative purchase agreements to
complement its own contracting initiatives. Cooperative purchasing enables City departments
to evaluate a broader range of contracting opportunities and to share resources with other
jurisdictions. Cooperative purchasing also leverages internal and external resources to
maximize cost savings opportunities for the City.

Financial Considerations: The recommended purchase of one replacement tractor and trailer
in an amount not to exceed $235,276 will be made from the DPW FY2015/16 operating budget
(Fleet Fund, Fund 6501) and charged to DOU’s multi-year operating project for replacement
vehicles and equipment (I06013143, Storm Drainage Fund, Fund 6011). Sufficient funds are
available in each of these budgets to make the recommended purchase.

Local Business Enterprise (LBE): Contour Sierra Aebi Terratrac LLC is not an LBE. The
minimum LBE participation requirement is waived for the City’s use of cooperative purchase
agreements that have been competitively bid, evaluated, and awarded by other governmental
agencies that may or may not have similar LBE programs.
A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
CONTOUR SIERRA AEBI TERRATRAC LLC
Anderson, California

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 3535 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Contour Sierra Aebi Terratrac LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 17317 Coyote Lane, Anderson, California 96007.

ARTICLE 1: SCOPE OF SERVICES
The parties have entered into a Grounds & Turf Equipment Contract to become effective as of January 1, 2015, and to continue through December 31, 2017 (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 Grounds & Turf Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Grounds & Turf 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. GR01-15, including any relevant suffixes
4. CONTRACTOR’s Response to Bid No. GR01-15, 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, 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 all items that are chargeable to END USER under this Contract. H-GAC, through its staff of its designated public accounting firm, the State of Texas, or the U.S. 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 more than five (5) calendar years from the date of acceptance of the final contract closeout and until all 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 involved in 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 a 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 to H-GAC on a basis that provides price, warranty, 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, proposer or contractor, which are not within bidder’s/ proposer’s control [example: a manufacturer’s bid concessions], 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 to refund the purchase price or to repair or replace products(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 AND PAYMENT BOND FOR INDIVIDUAL ORDERS
H-GAC’s contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER’s purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license 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: [Signature]

Date: [Signature]

Attent for Houston-Galveston
Area Council, Houston, Texas: [Signature]

Date: [Signature]

Signed for Contour Sierra Aebl Terratrac LLC
Anderson, California: [Signature]

Date: [Signature]

Printed Name & Title: Steve Rankin, President

Attest for Contour Sierra Aebl Terratrac LLC
Anderson, California: [Signature]

Date: [Signature]

Printed Name & Title: Terrie Rankin, CFO

Date: [Signature]
## Attachment A

Contour Sierra Aebi Terratrac LLC  
Grounds & Turf Equipment  
Contract No.: GR01-15

<table>
<thead>
<tr>
<th>H-GAC Product Code</th>
<th>Item Description</th>
<th>Offered Price Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01A</td>
<td>Terratrac Aebi TT280 VM D754IE4 Stage III B 80kW (109 HP) P1141530-0</td>
<td>$ 158,200.00</td>
</tr>
<tr>
<td>01A</td>
<td>Terratrac Aebi TT206 P1189156-2</td>
<td>$ 95,428.00</td>
</tr>
<tr>
<td>01A</td>
<td>Terratrac Aebi TT211 Kubota V2607-D-T 53 (72HP) P1189156-2</td>
<td>$ 109,025.00</td>
</tr>
</tbody>
</table>

[Signature]

8 of 15
### CONTRACT PRICING WORKSHEET

**For Catalog & Price Sheet Type Purchases**

**Contract No.:**  
**Date Prepared:**

---

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

**Buying Agency:** City of Sacramento  
**Contractor:** Contour Sierra Aebi Terratrac LLC  
**Contact Person:** Isena Y Garcia  
**Prepared By:** Steve Rankin  
**Phone:** 916 808 1163  
**Fax:** 916 399 9263  
**Email:** iygarcia@cityofsacramento.org  
**Phone:** 530 357 3660  
**Fax:** 530 357 3664  
**Email:** steve@contoursierra.com

**Catalog / Price Sheet Name:** 01A Aebi Terratrac  
**General Description of Product:** Aebi Terratrac TT280 plus options and attachments

---

#### A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Terratrac Aebi TT280</td>
<td>158,200.00</td>
<td>158200</td>
</tr>
<tr>
<td>1</td>
<td>wipomatic self leveling seat</td>
<td>3600</td>
<td>3600</td>
</tr>
<tr>
<td>1</td>
<td>pair of twin wheels 7.50-18</td>
<td>2010</td>
<td>2010</td>
</tr>
<tr>
<td>1</td>
<td>pair of twin wheels 7.50-18</td>
<td>2010</td>
<td>2010</td>
</tr>
<tr>
<td>1</td>
<td>reversing horn</td>
<td>299</td>
<td>299</td>
</tr>
<tr>
<td>1</td>
<td>revolving warning light</td>
<td>255</td>
<td>255</td>
</tr>
<tr>
<td>1</td>
<td>hydraulic coupling 5 DWA front and rear</td>
<td>1092</td>
<td>1092</td>
</tr>
<tr>
<td>1</td>
<td>hydraulic coupling 10 DWASD front and rear</td>
<td>1599</td>
<td>1599</td>
</tr>
<tr>
<td>1</td>
<td>front universal joint PTO shaft heavy duty with over run and overload</td>
<td>779</td>
<td>779</td>
</tr>
<tr>
<td>1</td>
<td>front mount alamo 88 inch flail mower</td>
<td>9100</td>
<td>9100</td>
</tr>
<tr>
<td>1</td>
<td>snake river 22 foot deckover bumper pull 14000 gvw trailer</td>
<td>9200</td>
<td>9200</td>
</tr>
<tr>
<td>1</td>
<td>mcconnel 4330 rear three point, left hand 14 foot reach 1.0 meter flail head boom mower</td>
<td>28000</td>
<td>28000</td>
</tr>
</tbody>
</table>

**Total From Other Sheets, If Any:**

**Subtotal A:** 216144

#### B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

*(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)*

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>engine skid pan to protect diesel particulate filter</td>
<td>3200</td>
<td>3200</td>
</tr>
<tr>
<td>1</td>
<td>quick release side panel for easy access to DPF</td>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>1</td>
<td>radiator reversing fan including software</td>
<td>2750</td>
<td>2750</td>
</tr>
<tr>
<td>1</td>
<td>window tinting excluding windshield</td>
<td>600</td>
<td>600</td>
</tr>
</tbody>
</table>

**Total From Other Sheets, If Any:**

**Subtotal B:** 6700

**Check:** Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

**For this transaction the percentage is:** 3%

#### C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aebi TT70S serial number 8507 trade in</td>
<td>-6000</td>
</tr>
<tr>
<td>California sales tax at 8.5%</td>
<td>18431.74</td>
</tr>
</tbody>
</table>

**Subtotal C:** 12431.74

**D. Total Purchase Price (A+B+C):** 235275.74

---

**Delivery Date:**
PRICE LIST

Please Contact: Steven Rankin
Phone: (530)448-9188
Email: Steve@contoursierra.com
Legend

E = Necessary Components
A = Available Alternatives
S = Special Equipment (Free Choice)

<table>
<thead>
<tr>
<th>Part #</th>
<th>Basic Machine</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1141530-0</td>
<td>Terratrac Aebi TT280 VM D754IE4 Stage IIIB 80kW (109 HP)</td>
<td>$158,200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Transmission</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1132191-9</td>
<td>Transmission Without T-Traction</td>
<td>$0.00</td>
</tr>
<tr>
<td>P1132198-2</td>
<td>Transmission With T-Traction</td>
<td>$2,849.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Wheels</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P111.6305</td>
<td>425/55 R17 Terra 221 Profile, External Measurement Front/Rear 2.11 m</td>
<td>$0.00</td>
</tr>
<tr>
<td>P111.6858</td>
<td>425/55 R17 AS Profile, External Measurement Front/Rear 2.11m</td>
<td>$0.00</td>
</tr>
<tr>
<td>P111.8385</td>
<td>505/50 R17 With Turf Profile, External Measurement Front/Rear 2.20 m</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Seats</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P112.1796</td>
<td>Mechanically Sprung Comfort Seat, Plastic Covered</td>
<td>$0.00</td>
</tr>
<tr>
<td>P112.1797</td>
<td>Mechanically Sprung Comfort Seat, Textile Covered</td>
<td>$0.00</td>
</tr>
<tr>
<td>P150.1551</td>
<td>Air Sprung Comfort Seat, Textile Covered</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>P155085-9</td>
<td>Mechanical Swivel Element</td>
<td>$1,153.00</td>
</tr>
<tr>
<td>P150.2324</td>
<td>Wipomatic Self-Leveling Seat</td>
<td>$3600.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Brake</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P150.2589</td>
<td>Without Hydraulic Single Wheel Brake</td>
<td>$0.00</td>
</tr>
<tr>
<td>P150.1704</td>
<td>With Hydraulic Single Wheel Brake</td>
<td>$980.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Twinwheels</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P112.0047</td>
<td>Pair of Twin Wheels 7.50-18/17 Front With Quick Adapters (Only For 425/55 R17/440/50 R17), External Measurements Front/Rear 2.62m (Turning Circle 4.15m, Wheel Lock Limit 30')</td>
<td>$2,010.00</td>
</tr>
<tr>
<td>P112.0046</td>
<td>Pair of Twin Wheels 7.50-18/17 Rear With Quick Adapters (Only For 425/55 R17/440/50 R17), External Measurements Front/Rear 2.62m (Turning Circle 4.15m, Wheel Lock Limit 30')</td>
<td>$2,010.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Cab</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P150.1029</td>
<td>Rear Windscreen Wiper</td>
<td>$293.00</td>
</tr>
<tr>
<td>1112270-5</td>
<td>Working Headlights Rear</td>
<td>$355.00</td>
</tr>
<tr>
<td>P150.2749</td>
<td>Reversing Horn</td>
<td>$299.00</td>
</tr>
<tr>
<td>1112281-2</td>
<td>Revolving Warning Light</td>
<td>$255.00</td>
</tr>
<tr>
<td>P150.0749</td>
<td>Lamp Holder Extensions For Winter Operation</td>
<td>$230.00</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Price</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>P111.5579</td>
<td>Hydraulic Coupling 5 DWA/-, Front And Rear, Double Acting</td>
<td>$1,092.00</td>
</tr>
<tr>
<td>P111.5581</td>
<td>Hydraulic Coupling 8 Motor Valve, MVHT-, Rear, Single Acting With Return Line (For Supplying A Hydro Motor Or Additional Valve; Available Oil Quantity = Hydraulic Oil Output From Pump Minus 9I)</td>
<td>$1,398.00</td>
</tr>
<tr>
<td>P111.5580</td>
<td>Hydraulic Coupling 10, DWASD, Front and Rear, Double Acting With Float Position And Seat Valve</td>
<td>$1,599.00</td>
</tr>
</tbody>
</table>

**Hydraulic Equipment**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P150.1418</td>
<td>Weight Transfer EHH/- Rear, Lowering Flow Control Valve SDH/-Vibration Damping</td>
<td>$1,238.00</td>
</tr>
</tbody>
</table>

**Miscellaneous**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P150.2287</td>
<td>Cooling-Water Heater 230V/300 W</td>
<td>$835.00</td>
</tr>
<tr>
<td>P108.1158</td>
<td>Front-Universal Joint PTO-Drive Shaft, Heavy Duty Type, With Overrun And Overload Clutch C/W Protective Cover, Shortest Length (Cardan Shaft Snap Ring Groove Spacing) = 1163mm</td>
<td>$779.00</td>
</tr>
<tr>
<td>P100.3616</td>
<td>Extension Piece For PTO-Shaft</td>
<td>$125.00</td>
</tr>
<tr>
<td>P111.6697</td>
<td>Other Color Than RAL3000 (Check Delivery Time)</td>
<td>$3,546.00</td>
</tr>
<tr>
<td>1086007-1</td>
<td>Exhaust Tailpipe - Exhaust Output to Rear</td>
<td>$326.00</td>
</tr>
<tr>
<td>P1150309-0</td>
<td>Hydraulic Top Link Front</td>
<td>$515.00</td>
</tr>
<tr>
<td>P1147865-2</td>
<td>Hydraulic Top Link Rear, with Quick Coupler</td>
<td>$674.00</td>
</tr>
<tr>
<td>P1181767-0</td>
<td>Corrosion Protection Package TT</td>
<td>$571.00</td>
</tr>
<tr>
<td>P1117562-1</td>
<td>Cooling-Water Heater 115 V/400 W USA</td>
<td>$1,011.00</td>
</tr>
</tbody>
</table>
### AEBI TT280

**Legend**

- **E** = Necessary Components
- **A** = Available Alternatives
- **S** = Special Equipment (Free Choice)

<table>
<thead>
<tr>
<th>Part #</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Machine</strong></td>
<td></td>
</tr>
<tr>
<td>P1141530-0 E  Terratrac Aebi TT280 VM D754IE4 Stage IIIB 80kW (109 HP)</td>
<td>$158,200.00</td>
</tr>
<tr>
<td><strong>Transmission</strong></td>
<td></td>
</tr>
<tr>
<td>P1132191-9 E  Transmission Without T-Traction</td>
<td>$0.00</td>
</tr>
<tr>
<td>P1132198-2 A  Transmission With T-Traction</td>
<td>$2,849.00</td>
</tr>
<tr>
<td><strong>Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>P111.6305 E  425/55 R17 Terra 221 Profile, External Measurement Front/Rear 2.11 m</td>
<td>$0.00</td>
</tr>
<tr>
<td>P111.6858 A  425/55 R17 AS Profile, External Measurement Front/Rear 2.11m</td>
<td>$0.00</td>
</tr>
<tr>
<td>P111.8385 A  505/50 R17 With Turf Profile, External Measurement Front/Rear 2.20 m</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Seats</strong></td>
<td></td>
</tr>
<tr>
<td>P112.1796 E  Mechanically Sprung Comfort Seat, Plastic Covered</td>
<td>$0.00</td>
</tr>
<tr>
<td>P112.1797 A  Mechanically Sprung Comfort Seat, Textile Covered</td>
<td>$0.00</td>
</tr>
<tr>
<td>P150.1551 A  Air Sprung Comfort Seat, Textile Covered</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>P1155085-9 A  Mechanical Swivel Element</td>
<td>$1,153.00</td>
</tr>
<tr>
<td>P150.2324 A  Wipomatic Self-Leveling Seat</td>
<td>$3,600.00</td>
</tr>
<tr>
<td><strong>Brake</strong></td>
<td></td>
</tr>
<tr>
<td>P150.2589 E  Without Hydraulic Single Wheel Brake</td>
<td>$0.00</td>
</tr>
<tr>
<td>P150.1704 A  With Hydraulic Single Wheel Brake</td>
<td>$980.00</td>
</tr>
<tr>
<td><strong>Twinwheels</strong></td>
<td></td>
</tr>
<tr>
<td>P112.0047 S  Pair of Twin Wheels 7.50-18/17 Front With Quick Adapters (Only For 425/55 R17/440/50 R17), External Measurements 2.62m (Turning Circle 4.15m, Wheel Lock Limit 30°)</td>
<td>$2,010.00</td>
</tr>
<tr>
<td>P112.0046 S  Pair of Twin Wheels 7.50-18/17 Rear With Quick Adapters (Only For 425/55 R17/440/50 R17), External Measurements 2.62m (Turning Circle 4.15 m, Wheel Lock Limit 30°)</td>
<td>$2,010.00</td>
</tr>
<tr>
<td><strong>Cab</strong></td>
<td></td>
</tr>
<tr>
<td>P150.1029 S  Rear Windscreen Wiper</td>
<td>$293.00</td>
</tr>
<tr>
<td>1112270-5 S  Working Headlights Rear</td>
<td>$355.00</td>
</tr>
<tr>
<td>P150.2749 S  Reversing Horn</td>
<td>$299.00</td>
</tr>
<tr>
<td>1112281-2 S  Revolving Warning Light</td>
<td>$255.00</td>
</tr>
<tr>
<td>P150.0749 S  Lamp Holder Extensions For Winter Operation</td>
<td>$230.00</td>
</tr>
<tr>
<td>Part Number</td>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>P111.5579 S</td>
<td>Hydraulic Coupling 5 DWA/-, Front And Rear, Double Acting</td>
</tr>
<tr>
<td>P111.5581 S</td>
<td>Hydraulic Coupling 8 Motor Valve, MVHT-, Rear, Single Acting With Return Line (For Supplying A Hydro Motor Or Additional Valve; Available Oil Quantity = Hydraulic Oil Output From Pump Minus 9l)</td>
</tr>
<tr>
<td>P111.5580 S</td>
<td>Hydraulic Coupling 10, DWASD, Front and Rear, Double Acting With Float Position And Seat Valve</td>
</tr>
<tr>
<td></td>
<td><strong>Hydraulic Equipment</strong></td>
</tr>
<tr>
<td>P150.1418 S</td>
<td>Weight Transfer EHH/- Rear, Lowering Flow Control Valve SDH/- Vibration Damping</td>
</tr>
<tr>
<td></td>
<td><strong>Miscellaneous</strong></td>
</tr>
<tr>
<td>P150.2287 S</td>
<td>Cooling-Water Heater 230V/300 W</td>
</tr>
<tr>
<td>P108.1158 S</td>
<td>Front-Universal Joint PTO-Drive Shaft, Heavy Duty Type, With Overrun And Overload Clutch C/W Protective Cover, Shortest Length (Cardan Shaft Snap Ring Groove Spacing) = 1163mm</td>
</tr>
<tr>
<td>P100.3616 S</td>
<td>Extension Piece For PTO-Shaft</td>
</tr>
<tr>
<td>P111.6697 S</td>
<td>Other Color Than RAL3000 (Check Delivery Time)</td>
</tr>
<tr>
<td>1086007-1 S</td>
<td>Exhaust Tailpipe - Exhaust Output to Rear</td>
</tr>
<tr>
<td>P1150309-0 S</td>
<td>Hydraulic Top Link Front</td>
</tr>
<tr>
<td>P1147865-2 S</td>
<td>Hydraulic Top Link Rear, with Quick Coupler</td>
</tr>
<tr>
<td>P1181767-0 S</td>
<td>Corrosion Protection Package TT</td>
</tr>
<tr>
<td>P1117562-1 S</td>
<td>Cooling-Water Heater 115 V/400 W USA</td>
</tr>
</tbody>
</table>
**FORM E - PUBLISHED OPTIONS**

**Offeror Name:** Contour Sierra Aebi Terratrac LLC

**Procurement No.:** GR01-15

**Notes:**

1. Use a single Form E for ALL Option/Accessory items and quote each on a single, separate line. **DO NOT** use multiple Form E's... Add or insert additional lines as necessary.

2. Completely describe each item. Include the manufacturer's code or part number. Each item listed **MUST** have a unique code or part number so that it can be identified in any subsequent contract.

3. Options which replace standard equipment on a Form D item should be priced net of any credit due for the replaced item.

4. Options which are upgrades/downgrades of a Form D item should be priced at the differential amount between the cost of the Form D item and the upgrade/downgrade option.

<table>
<thead>
<tr>
<th>Code or Part No.</th>
<th>Option Description</th>
<th>Offered Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Front mount Alamo SHD 88 inch flail mower suitable for Aebi model TT211 and TT280</td>
<td>$9,100.00</td>
</tr>
<tr>
<td>A2</td>
<td>Front mount Alamo SHD 74 inch flail mower suitable for Aebi model TT211 and TT206</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>A3</td>
<td>Front mount Alamo SHD 96 inch flail mower suitable for Aebi model TT280</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>P1</td>
<td>Pronovost P920-98 front mount snow blower suitable for Aebi model TT280</td>
<td>$15,254.00</td>
</tr>
<tr>
<td>S1</td>
<td>50 gallon rear mount 3 point sprayer 12 gpm @300 psi 50 foot hose and spray gun</td>
<td>$4,690.00</td>
</tr>
<tr>
<td>T1</td>
<td>Snake River 20 foot deckover bumper pull 12000 gvw trailer</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>T2</td>
<td>Snake River 22 foot deckover bumper pull 14000 gvw trailer</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>MC1</td>
<td>McConnell 4330 rear three point mount left hand boom mower 14 ft. reach 1.0 meter flail head</td>
<td>$28,000.00</td>
</tr>
</tbody>
</table>

**unpublished options**

| U01             | Engine skid pan to protect DPF                                                    | 3200.00       |
| U02             | Quick release side panel for easy access to DPF                                   | 150.00        |
| U03             | Radiator reversing fan including software                                          | 2750.00       |

**SA**

Yearly Service Agreement to include complete inspection and repairs outside the scope of routine service

$95.00 per hour

plus parts

Page 1 of 1