PUBLIC WORKS DEPARTMENT MEMORANDUM #2017 - 06

DATE: March 27, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager H

David H. Willett, Director of Public Works

SUBJECT: CR - 31

Capital Equipment (2017) Purchase

PURPOSE

The City Council will be considering a Resolution for the replacement of 1996 New Holland Skid Steer with a 2017 Kubota Compact Track Loader Skid Steer SVL95-2SHFC.

BACKGROUND

The Public Works Department budgeted for a replacement Skid Steer for the Electrical & Mechanical Division for 2017. The existing loader is over two decades old and has fully depreciated. The existing piece of critical equipment for our Electrical and Mechanical crew is currently rated at 14.00 (on a scale of 0 to 15) by Fleet Maintenance.

The Electrical and Mechanical Division uses the loader for emergency repairs at the Water Treatment Plant, the Wastewater Treatment Plant, and the Lift Stations. The Skid Steer is also used for lifting and moving other heavy equipment, trenching for electrical lines and pipes, facility cleanup, and other essential after hour emergency situations.

The selection process included searching for safety features and compatibility with our existing hydraulic equipment. The new Kubota Compact Track Skid Steer safety features include improved entrance/exit of the vehicle, hydraulic pumps eliminating the shaking while vehicle is in motion, weight improvements preventing flipping hazards, Fall Object Protective Structures (FOPS), Roll-Over Protective Structures (ROPS), and control interlock systems. The existing compatible hydraulic equipment includes; a trencher, auger, sweeper, and fork lift.

BUDGET IMPLICATIONS

Universal Tractor Company supplied staff with the Multiple Assembly of Procurement Officials (MAPO) bid for the Kubota Compact Track Loader Skid Steer for \$62,342.96. The 2017 Water/Wastewater Fund, Electrical & Mechanical Division capital equipment budget appropriation is \$68,000.

SCHEDULE/TIME IMPLICATION

Pending Council approval the purchase would be made immediately depending on vendor stock availability.

STAFF RECOMMENDATION

When considering the make/model, staff examined compatibility, safety features, and the availability of hydraulic attachment/equipment.

Budgeted Capital Equipment (2017) Purchase
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Staff recommends approval of the Resolution.

STAFF REFERENCE
Raymond Reling, Utilities Manager

rreling@northglenn.org or 303.450.4049

ATTACHMENTS

- ☐ A: Kubota MAPO Quote
- ☐ B: Kubota MAPO Sole Source Letter



Kubota MAPO Quote Memorandum #2017-06

Budgeted Capital Equipment (2017) Purchase

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SVL95-2SHFC WEB QUOTE Date: 1/11/2017 11:14:09 AM - Customer Information -Reling, Ray City of Northglenn dave.stark@universaltractor.com

303-450-4049

Universal Tractor Co. Dave Stark 815 Wadsworth Blvd Lakewood, CO 80214

Quote Provided By

email: dave.stark@universaltractor.com

phone: 3038276175

Standard Features -

- Custom Options -

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S Series SVL95-2SHFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

BASIC UNITS Final Tier 4 Certified Kubota SVL95-2SHFC, 17.7" Rubber Diesel Engine Tracks.

A/C ROPS/FOPS Cab Electronic Travel Torque Management System Hydraulic Quick Coupler, Vertical Lift Path Loader Frame High Flow Auxiliary Hydraulics

Standard Front Quick Coupler,

Float Standard **OPERATIONAL DIMENSIONS** Hydraulic Quick Coupler Operating Weight*, SVL95-2s, Option 17.7" Rubber Tracks,

Loader Arm Self-Leveling Open ROPS/FOPS Cab, Loader Boom Lock Mechanical Quick Coupler 11,299

Open ROPS/FOPS lbs. Optional enclosed and

Rated Operating Capacity (ROC) pressurized cab with A/C @ 35% High Back, Adjustable, Vinyl, of Tipping Load compiles with ISO

Suspension Seat 14397-1 2" Retractable Seat Belt And and SAE J 818) 3,200 lbs.

2-Piece Seat Bar Rated Operating Capacity (ROC)

23.1 gpm Auxiliary Hydraulics @ 50% Standard, 40.0 gpm Option of Tipping Load 4,572 lbs. Direct To Tank Return Line Tipping Load 9,143 lbs.

Rigid Mounted Undercarriage, Auxiliary Hydraulics Flow 23.1 / 5 Lower Track Rollers 40.0 apm

High Grip Rubber Tracks, 17.7" Travel Speed (Low / High) 5.0 / 7.3 Standard moh Two Speed Travel System

Reach @ Maximum Height 40.7" Automatic Wet Disk Parking Height to Hinge Pin 128.6" Brake Ground Pressure 4.4 psi.

Kubola 4 Hydraulic Pump Load Traction Force 12,178 lbf. Sensing System

3 Variable Displacement Pumps.

1 additional piston pump for High Flow Option

Hydraulic Joystick Controls ISO Operating Pattern Dial Knob And Foot Throttle

Controls Stall Guard Engine Control Automatic Glow Plugs

Key Switch Stop System Self Bleed Fuel System

2 Front And 2 Rear Working Lights

Hour Meter, Engine Temperature, DEF, And Fuel Gauges And Warning Lights Hom And Backup Alarm Lockable DEF Tank Cap Lockable Fuel Cap Radio Ready on Enclosed

Cabs

* Includes operator's weight, 175

ENGINE

V3800-Tier 4 Kubola Final Tier 4

Diesel Engine 4 Cylinder, 4 Cycle, Turbo Charged 96.0 Gross HP @ 2400 rpm

DIMENSIONS Cab Height 83.4"

Width (without attachment) 77.2" Length (without attachment)

Length of Track on Ground 65.6"

SVL95-2SHFC Base Price: \$79,811.00

(1) 80° HEAVY DUTY LOW PROFILE STANDARD \$1,785.00 FLOOR BUCKET (16.8 CU-FT) W/CUTTING **EDGE**

AP-HOBILC-80" HEAVY OUTY LOW PROFILE STANDARD FLOOR BUCKET (18.8 CU-FT) W/CUTTING EDGE

Configured Price: \$81,596.00 MAPO Discount: (\$19,583.04)

MAPO Price: \$62,012.96 Dealer Assembly: \$0.00 Freight Cost: \$0.00 PDI: \$250.00

Dealer Set Up \$80.00

> Total Unit Price: \$62,342,96 Quantity Ordered: Final Sales Price: \$62,342.96

To order equipment – purchase orders must be made out and returned

Kubota Tractor Corporation 3401 Del Amo Blvd. Torrance, CA 90503 or email na.support@kubota.com

or call 817-532-3883 or fax 844-582-1581

"All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. At specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessores quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 80 days from the date shown on the quote. All equipment as quoted is subject to availability.



Attachment Kubota MAPO Sole Source Letter Memorandum #2017-06

Budgeted Capital Equipment (2017) Purchase

KUBOTA TRACTOR CORPORATION (KTC) THE COLORADO MULTIPLE ASSEMBLY OF PROCUREMENT OFFICIALS (M.A.P.O.) NATIONAL PURCHASE AGREEMENT TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

This Agreement will permit THE COLORADO MULTIPLE ASSEMBLY OF PROCUREMENT OFFICIALS (M.A.P.O.) and any other political subdivision only in the state of Colorado to purchase Kubota and/or Allied Approved inventory and/or equipment from KTC at a pre-established discount from current suggested list price which is in effect at the time of ordering. Kubota products purchased will be delivered through an authorized KTC dealer, as designated by KTC.

2. TERM OF AGREEMENT

This Agreement will be effective as of **November 1, 2016** and will continue until **November 1, 2019**. Either party has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

3. PURCHASE AGREEMENT

A. M.A.P.O. will receive a discount from current suggested list price including all options.

DISCOUNT	MODEL
17 %	RTV / Accessories
22 %	T/GR/G Mowers
22 %	ZG, ZD, F Mowers
22 %	BX, B, L, M Tractors / Implements
22 %	VS Spreaders
22 %	DM, TE RA Hay Tools
22 %	TLB and Excavators KX , U
22 %	Track Loader, Wheel Loader SVL, R

- B. M.A.P.O. is responsible for all applicable taxes at the point of delivery.
- C. Freight costs will be prepaid by KTC as long as the delivery point is within the state of Colorado.
- D. Set-up and delivery will be provided by KTC. Dealer assembly charges as shown on the quotes will be added to invoices.
- E. All items listed in KTC's current price book are available for purchase by M.A.P.O. A quote will be provided itemizing all options and assembly charges. All quote requests are to be sent to the following E-mail address: nationalaccount_rfq@kubota.com
- F. KTC's pricing is based on its current price book. A copy of the current price book, and any subsequent changes, will be provided to M.A.P.O. Documentation of a general pricing increase will be supplied to M.A.P.O.
- G. M.A.P.O. purchase orders will be confirmed and accepted subject to availability of product.

MAINTENANCE ENGINEERS, INC. (MEI) National Purchase Agreement March 19, 2014 Page 2

H. Should a price increase become effective prior to the complete shipment of M.A.P.O.'s orders, KTC will notify M.A.P.O. of such.

KTC will have the option to:

- a) Protect current price and ship remaining order.
- b) Ask M.A.P.O. to accept this price increase for the remaining shipment.

M.A.P.O. will have the option to:

- a) Accept the price increase.
- b) Cancel the remaining shipment.

4. TRAINING & SUPPORT

KTC will arrange for product information, operational, safety, and maintenance training as needed. Written request shall be submitted to:

Kubota Tractor Corporation Attn: National Accounts 3401 Del Amo Boulevard Torrance, CA 90503

5. PARTS

Any discount for genuine KTC parts supplied to M.A.P.O. is at the discretion of the local dealer.

6. WARRANTY

Warranty service will be provided and/or administered by the delivering KTC dealer.

7. PURCHASE & DELIVERY PROCEDURES

A. All Purchase Orders (P.O.) issued by M.A.P.O. are to be mailed, e-mailed, or faxed to:

Kubota Tractor Corporation 3401 Del Amo Boulevard Torrance, CA 90503

Fax: 310-370-3846 Attn: National Accounts:

Email: ktcnationalaccts@kubota.com

- B. Upon receipt of the M.A.P.O. purchase order, KTC will confirm the order and designate the KTC dealer to deliver the product(s).
- C. The designated delivering KTC dealer will deliver the equipment to the M.A.P.O. location. When KTC receives the signed delivery acknowledgment KTC will invoice M.A.P.O. for the equipment, referencing the P.O. number and delivery acknowledgment. M.A.P.O. will remit payment directly to KTC within forty-five (45) calendar days.

MAINTENANCE ENGINEERS, INC. (MEI) National Purchase Agreement March 19, 2014 Page 3

8. PAYMENT PROCEDURES

Payment terms are net thirty (45) days from the date of invoice. In the event complete payment is not made within forty-five (60) calendar days from the date of invoice, KTC shall have the immediate right to terminate the Agreement. To secure the payment of any obligations arising under this Agreement, including the payment for any items delivered by KTC or its dealers under this Agreement and of any invoices issued under this Agreement, M.A.P.O. grants KTC a first priority security interest in the goods, including, without limitation, inventory and equipment, delivered to M.A.P.O. or its designee pursuant to this Agreement (the "Goods"), and the proceeds therefrom. M.A.P.O. agrees to use its best efforts to obtain subordination or intercreditor agreements from any holders of any conflicting security interests in the Goods or any other collateral described herein.

9. RESALE OF EQUIPMENT

M.A.P.O. can sell used paid-in-full KTC and/or Allied Approved inventory and/or equipment it no longer needs six (6) months after initial purchase from KTC. The delivering dealer, at its option, may elect to help M.A.P.O. sell its used equipment at an agreed upon fee. Subject to any existing warranty, KTC assumes no obligation with regard to any used Kubota equipment.

10. GENERAL

- A. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. As such, the terms and conditions on any M.A.P.O. purchase order form, or any M.A.P.O. delivery acknowledgment form shall have no force or effect.
- B. The laws of the State of Colorado will govern this Agreement. Any dispute or disagreement between the parties arising out of this Agreement or their relationship shall be resolved by arbitration. Such arbitration shall be held in Torrance, California in accordance with the rules and procedures set forth by the American Arbitration Association.
- C. Any amendment to this Agreement shall be evidenced by a writing signed by the parties in order to be in effect.
- D. The terms of this Agreement shall remain confidential between the parties.
- E. This Agreement amends and restates any and all prior National Purchase Agreements entered into by and between M.A.P.O. and KTC in their entirety, and any transactions, obligations and indebtedness arising under prior Agreements shall be deemed transactions, obligations and indebtedness, arising under this Agreement.

Dirk Banks M.A.P.O. Date:

Alex Woods

Vice President of Divisional Operations

Kubota Tractor Corporation

SPONSORED BY: MAYOR DOWNING COUNCILMAN'S RESOLUTION RESOLUTION NO. No. CR-31 Series of 2017 Series of 2017 A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO KUBOTA TRACTOR CORPORATION IN AN AMOUNT NOT TO EXCEED \$62,342.96 FOR THE PURCHASE OF ONE SKID STEER LOADER BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT: Section 1. The City Manager is hereby authorized to issue a Purchase Order to Kubota Tractor Corporation in an amount not to exceed \$62,342.96 for the purchase of one (1) 2017 Kubota Compact Track Loader Skid Steer for the Public Works Department. DATED at Northglenn, Colorado, this _____ day of _______, 2017. JOYCE DOWNING Mayor ATTEST: JOHANNA SMALL, CMC City Clerk APPROVED AS TO FORM: COREY Y. HOFFMANN

City Attorney