

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 16, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – ASPHALT ROLLER AND TRAILER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) CAT CB1.8 Asphalt Roller/Compactor and one (1) Felling FT-6 trailer, in an amount not to exceed \$34,290.00.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Streets Division recently purchased a new hot box so two separate crews can go out in the spring to perform pothole repairs throughout the City. Currently, the City has an asphalt roller that is 20 years old, this roller is still mechanically sound but can be down for service more frequently due to its age. The intent with the proposed purchase is to keep the existing roller and run both rollers with each crew to expedite pothole repair work in the Spring. The trailer will be used to haul the second roller during asphalt patching operations.

The proposed asphalt roller will be purchased from NMC CAT Equipment Omaha, NE, through the Sourcewell cooperative purchasing program. The proposed trailer will be purchased from Ditch Witch Company, Omaha, NE.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) CAT CB1.8 ASPHALT ROLLER/COMPACTOR AND ONE (1) FELLING FT-6 TRAILER IN AN AMOUNT NOT TO EXCEED \$34,290.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of an asphalt roller/compactor and trailer is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, the asphalt roller/compactor will be purchased from NMC CAT Equipment, Omaha, NE in an amount not to exceed \$29,490.00; and

WHEREAS, the trailer will be purchased from Ditch Witch Company, Omaha, NE in an amount not to exceed \$4,800.00; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) CAT CB1.8 asphalt roller/compactor and one Felling FT-6 trailer in an amount not to exceed \$34,290.00.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



# QUOTATION

11002 Sapp Bros. Dr.  
Omaha, NE 68138  
(800) 628-6025

**QUOTATION DATE** 03/03/2021  
**VALID UNTIL** 03/31/2021  
**QUOTATION ID** QTO056016-3

**Quoted To:**

City Of Lavista  
8116 Park View Blvd  
La Vista, NE 68128  
USA

**Ship To:**

City Of Lavista  
8110 Park View Blvd  
La Vista, NE 68128-2132  
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
3767500	3767500			1 of 3
Salesperson	Phone Number	Email Address		
Jim L Fischer	+14028917636	JimFischer@nmccat.com		

**Item Information**

**Machine Model:** CB1.8

**Make:** Caterpillar

**Machine Specification**

**Model:** CB1.8

**Description**

CB1.8 03A UT COMP DCA2A  
LANE 1 ORDER  
SERIALIZED TECHNICAL MEDIA KIT  
PACK, DOMESTIC TRUCK

<b>Sell Price of CB1.8</b>	29,490.00
<b>Document Fee</b>	0.00
<b>Net Balance Due</b>	<b>29,490.00</b>
<b>Sales Tax</b>	0.00
<b>After Tax Balance</b>	<b>29,490.00</b>

**Notes**

lead time: 30 days

includes 1st year warranty

**INCLUDES:**

568-8424 CB1.8 03A UTILITY COMPACTOR  
564-0665 ENGINE, CAT C1.1  
485-6082 MUFFLER, STD  
485-6402 DRUM, STANDARD  
485-6087 OIL, HYD, FACTORY FILLED  
485-6089 LIGHTS, WORKING  
485-6085 ROPS, FOLDABLE  
485-6186 SEAT, ADJ VINYL  
590-9114 PRODUCT LINK, CELLULAR PL641  
485-6189 LIGHT, WARNING  
485-6098 SWITCH, BATTERY, DISCONNECT  
485-6196 GUARD, WORKING LIGHTS  
485-6097 LIFT, SINGLE POINT  
485-6081 INSTRUCTIONS, NORTH AMERICAN

CONTINUED



# QUOTATION

2 of 3

11002 Sapp Bros. Dr.  
Omaha, NE 68138  
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<b>QUOTATION DATE</b>	03/03/2021
<b>VALID UNTIL</b>	03/31/2021
<b>QUOTATION ID</b>	QTO056016-3

## Additional Terms

This Quotation is provided for general information purposes only and is not binding upon either party. No binding agreement shall exist unless or until the parties enter into a Sales Agreement under NMC's standard Sales Terms and Conditions For Equipment Sale (a copy of which is attached to this quotation). Any terms and conditions provided by Buyer are expressly rejected and any purchase order or other terms provided by Buyer shall be considered solely as internal documentation of Buyer and not legally binding upon NMC regardless of NMC's signature upon any such document.

NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing in this Quotation, due to circumstances beyond NMC's control, such pricing is considered an estimate only and may be subject to change as market, supply, or other circumstances require.

## TERMS AND CONDITIONS FOR EQUIPMENT SALE

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

**1. Definitions for this Agreement:** "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.

**2. Payment:** Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.

**3. Excusable Delivery Delays:** In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).

**4. Duration of Offer:** Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.

**5. Execution of Other Documents:** Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.

**6. Disclaimer of Warranties and Limitation of Liability:** WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

**7. Taxes:** Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.

**8. Insurance:** At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.

**9. Data:** Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.

**10. Exportation and Other Laws:** Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.

**11. Default, Remedies:** Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.

**12. Assignment:** NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.

**13. General:** (a) This Agreement's provisions shall be deemed severable. Unenforceability of any provision shall not impair enforceability of the other provisions. (b) No course of conduct or dealing and no NMC delay or failure in exercising any right or remedy shall rescind, modify or waive any NMC right or protection under this Agreement. All consents, waivers and authorizations by Buyer are irrevocable. (c) Time is of the essence of Buyer's obligations. (d) This Agreement constitutes the final written expression of the terms of agreement between the parties in relation to this transaction and it is the complete and exclusive statement of those terms. This Agreement supersedes and merges all prior or collateral agreements, discussions and/or understandings (oral, written or of any other type) between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth in this Agreement shall bind any party hereto. In the event that Buyer issues a purchase order or similar document in connection with the purchase of the Equipment, its purpose will be for Buyer's internal documentation and no terms and conditions contained within it shall act to modify or supersede this Agreement or otherwise be binding upon NMC (even if such terms state that they control over the terms of this Agreement or NMC signs such document) (e) This Agreement shall be governed by the laws of the state of Nebraska without giving effect to its conflict of laws provisions. Unless waived in writing by NMC, any action to interpret or enforce this Agreement, or otherwise pertaining to rights against Buyer or NMC encompassed by this Agreement, or concerning its negotiation, implementation or Equipment, shall be brought in a state or federal court located in Douglas County, Nebraska, the propriety of which jurisdiction is acknowledged and consented to by Buyer. As to actions pertaining to this Agreement, Buyer hereby waives any defense of inconvenient forum concerning said Nebraska court. (f) If requested by NMC, Buyer also agrees to binding arbitration in Douglas County, Nebraska, to settle any disputes, with such arbitration to be governed by the American Arbitration Association's current rules. (g) Waiver of any provision on any one occasion shall not be deemed to waive that provision on any other occasion. This Agreement may be modified or rescinded only by a written agreement signed by the party against whom the modification or rescission is sought to be enforced. (h) Buyer and, if Buyer is an entity, the individual signing for Buyer, jointly and severally warrant that said individual is authorized by Buyer to bind Buyer to this Agreement. (i) This Agreement may be executed in counterparts, all of which together shall constitute the same document.

Signed \_\_\_\_\_

Buyer

**Ditch Witch®**

UnderCon

dwundercon.com

10304 Sapp Brothers Dr  
Omaha, NE 68138  
402-895-2444 • 800-582-1980

Amarillo, TX  
Grand Island, NE  
Park City, KS  
Rapid City, SD  
Sioux Falls, SD

Ship To: BRANCH PICKUP

Invoice To: CITY OF LA VISTA  
8116 PARKVIEW BLVD  
LA VISTA NE 68128

Branch 05 - GRETNA		
Date 03/04/2021	Time 13:17:51 (O)	Page 1
Account No. CITY034	Phone No. 4023318927	Quote No. 001224
Ship Via	Purchase Order TRAILER	
Tax ID No.		
MITCH SWARTZENDRUBER		Salesperson 513

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description	** Q U O T E **	EXPIRY DATE: 03/30/2021	Amount
18 weeks lead time			
New FELLING FT-6 TRAILER			4800.00
Subtotal:			4800.00
Quote Total:			4800.00

Authorization: \_\_\_\_\_

**Thank You For Your Business!**