

RESOLUTION 2018-100

PASSED: JULY 23, 2018

AUTHORIZING AN AGREEMENT WITH CENTRAL STATES BUS SALES, INC. FOR THE PURCHASE OF THREE SUPER-MEDIUM-DUTY BUSES THROUGH THE STATE CONSOLIDATED VEHICLE PROGRAM CONTRACT IN AN AMOUNT NOT TO EXCEED \$305,000.

WHEREAS, the City of DeKalb is the fiscal agent for all federal and state grant funds allocated to the DeKalb metropolitan region; and

WHEREAS, the City purchases public transit buses and minivans with federal grant funds provided for public transportation in the DeKalb metropolitan region; and

WHEREAS, the majority of the public transit fleet owned by the City of DeKalb and leased to the Voluntary Action Center to provide public transit has exceeded their useful lives; and

WHEREAS, the City has \$500,000 in grant funds remaining for the purchase of public transit vehicles in FTA 5307 Grant Contract IL-90-X735-01; and

WHEREAS, the City is authorized to purchase the required public transit vehicles on the State of Illinois Department of Transportation Consolidated Vehicle Procurement program contracts with Central Bus Sales, Inc.; and

WHEREAS, the DeKalb Sycamore Area Transportation Study Policy Committee City has approved the purchase of super-medium-duty buses in the DSATS SFY2019 budget approved at their April 11, 2018 meeting; and

WHEREAS, the City Purchasing Manual Section III allows for purchases on State of Illinois competitively bid contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor be authorized to sign an agreement with Central Bus Sales, Inc. for the purchase of designated public transit vehicles on State of Illinois Contract #2018-D1-001 for super-medium-duty buses with Central Bus Sales, Inc., substantially in the format attached hereto as Exhibit "A", subject to such changes as shall be acceptable to him.

Section 2: That the Public Works Director be authorized to approve any change orders or other official business relating to this purchase, subject to any budget restrictions and the not-to-exceed price included herein.

Section 3: That the Deputy City Clerk of the City of DeKalb, Illinois be authorized and

directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of July, 2018, and approved by me as Mayor on the same day. Passed on an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Deputy City Clerk


JERRY SMITH, Mayor



Exhibit "A"

ORDER FOR A PARATRANSIT BUS

DATE JULY 2, 2018

SELLER: CENTRAL STATES BUS, INC.
49W 102 US HWY 30
BIG ROCK, IL 60511

PHONE NUMBER: 630-556-3130

PURCHASER: CITY OF DEKALB

200 S. 4 ST
DEKALB, IL 60015
CONTACT: BRIAN DICKSON

PHONE NUMBER: 815.748.2367

Please enter my order for the following vehicles per State of Illinois contract # 2018-D1-001:

Three(3) 28 PASSENGER SUPER MEDIUM DUTY PARATRANSIT BUSES @\$97,945.00ea.

TOTAL AMOUNT (3) \$293,835.00

Price does not include delivery to buyer. Unit is to be picked up at Central States Bus Sales, Big Rock, IL. Price does not include any applicable taxes or license and title fees.

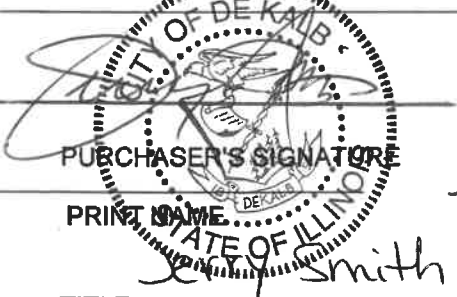
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SELLER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

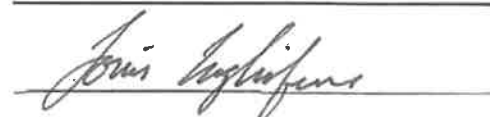
The two pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age and hereby acknowledge receipt of a copy of this order.

THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE.

ACCEPTED BY: CITY OF DEKALB

ACCEPTED BY: CENTRAL STATES BUS SALES, INC.

The seal of the City of DeKalb, Illinois, is circular with the text "CITY OF DEKALB" at the top and "STATE OF ILLINOIS" at the bottom. In the center, there is a smaller seal with a figure holding a scale and a sword. A signature is written over the seal.

A handwritten signature in cursive script, appearing to read "Louis Tagliaferre".

PURCHASER'S SIGNATURE DATE

SELLERS AUTHORIZED REPRESENTATIVE DATE

PRINT NAME 7-23-18

PRINT NAME 7/2/18

Smith

Louis Tagliaferre

TITLE
mayor

TITLE
Director of Commercial Bus

ORDER FOR A PARATRANSIT BUS, CONTINUED

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the bus or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new buses.
2. Seller shall not be liable for failure to deliver or delay in delivering the bus covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
3. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
4. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
6. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
7. The purchaser agrees to take possession of equipment and pay for them within 10 days of notice that the equipment is ready for delivery.

Terms and conditions read, understood and agreed to by _____


Signature
Jerry Smith
Printed name

Date: 7-23-18

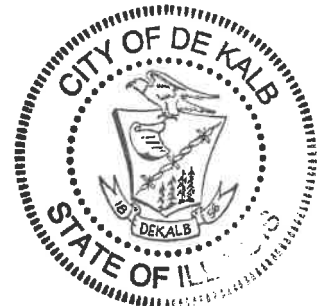


Exhibit "B"

Super Medium Duty Options City of DeKalb, IL

<u>Item</u>	<u>Unit Price</u>
Option C- Seated capacity for 30 28 forward facing seats and seven wheelchair/mobility aid locations, Section 1.5.1.1.1.	\$ 92,765.00
Option D- Gasoline engine, Section 2.2.1.7.	\$ (6,400.00)
Option F- Rubber shear spring rear suspension, Section 2.4.3.1.	\$ 1,100.00
Option H- Non-locking fuel access door, Section 2.10.2.	\$ 25.00
Option I- OEM AM-FM radio, Section 2.11.8.2.	-
Option J- Marine plywood floor, Section 3.3.3.2.	\$ 525.00
Option N- Farebox mounting provisions, Section 3.3.5.12.	\$ 95.00
Option O- Storage device for walkers, crutches, oxygen tanks, canes or braces, Section 3.3.5.14.	\$ 575.00
Option R- Seat arm rests, Section 3.3.10.4.2.	\$ 30.00
Option S- Additional wheelchair/mobility aid securement system, Section 3.3.10.6.1.	\$ 595.00
Option T- Retractable under seat storage of wheelchair/mobility securements, Section 3.3.10.6.1.	\$ 80.00
Option W1- Inside passenger signal system excluding wheelchair positions, Section 3.3.21.	\$ 425.00
Option W2- Inside Passenger Signal System as wheelchair location.	\$ 300.00
Option X- Public address system, Section 3.3.22.	\$ 550.00
Option Z- Backup warning system, Section 3.4.1.9.	\$ 550.00
Option AA- Backup camera system, Section 3.4.1.10	\$ 500.00
Option BB- Destination and route signs, Section 3.4.4.	\$ 5,225.00
Option CC- 1,000 lb. capacity wheelchair/mobility aid lift, Section 3.5.2.2.	\$ 1,005.00
Total per Bus w/Options	\$ 97,945.00

We wish to order three (3) SMD buses, for a grant total of: \$ 293,835.00