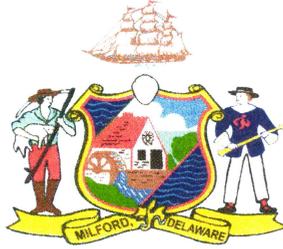


City of Milford



City Council Committee Meeting Agenda

Committee Meeting

December 12, 2016

*Joseph Ronnie Rogers Council Chambers, Milford City Hall
201 South Walnut Street, Milford, Delaware*

PUBLIC WORKS COMMITTEE

6:00 p.m.

Call to Order - Chairman Owen S. Brooks, Jr.

Review & Recommendation/Bid Award/Automated Refuse Truck

Update/M&T Bank Parking Lot

Update/UFS Electric Cost of Service Study

Update on University of Delaware Industrial Assessment Center/Energy Assessments/City Office Buildings*

Schedule January/February Meeting

Adjourn

This agenda may be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.

111516 *120916 Late Addition Requested by Public Works Director



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

HT06-16

Date Prepared:

11/30/2016

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	City of Milford	Contractor:	Houston Freightliner Inc
Contact Person:		Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-672-9449
Email:		Email:	mmccarthy@strhouston.com

Product Code:	D7	Description:	2017 Freightliner M2-106-80	69353
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Allison 3000 RDS Automatic Trans	6146	16,000 LB Front Axle	1400
Cummins ISL 345 HP	4240	16,000 LB Front Suspension	504
11/32x3.5x10 15/16 Frame	760	Hendrickson HN462 46k Rear Suspension	3906
252" Wheelbase	1028	1/4" Frame Liner	650
Air Conditioner	850	West Coast Mirrors with LH/RH Remote	324
AM /FM Radio	225	70 Gallon LH Fuel Tank	129
315/80R22.5 Front Tires	623	GS Products CS9133A CollectStar Auto Side Loader	112675
315/80R22.5 Rear Tires	3258	Subtotal From Additional Sheet(s):	
Air Driver Seat	165	Subtotal B:	136883

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Spare 315/80R22.5 Tire	550		0
Sit Down RH Drive Conversion	9315		0
Cummins C Brake	2159	Subtotal From Additional Sheet(s):	0
22.5x9.0 Steel Wheels	530	Subtotal C:	12554

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 218790

Quantity Ordered:	1	X Subtotal of A + B + C + D:	218790	=	Subtotal E:	218790
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F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 220290

Interlocal Contract

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps for completing and executing the ILC:

Step 1: Fill in all required information, including the date of your governing body authorization and print a copy of the appropriate **HGACBuy ILC** form.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Scan and email a copy to H-GAC at cpcontractfax@h-gac.com or Fax it to 713-993-2424. The contract may also be mailed to H-GAC Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Step 4: H-GAC will execute the contract and return a copy to you electronically.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. Certification of the governmental service(s) that your organization performs. (Form included in the Non-Profit ILC below)

(If you require a contact original, print and sign two (2) contracts. Send both documents to H-GAC at the address indicated on the ILC form)



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: 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 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (_____) _____ FAX Number: (_____) _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: (_____) _____ - _____

Fx No. : (_____) _____ - _____

E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: (_____) _____ - _____

Fx No. : (_____) _____ - _____

E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: (_____) _____ - _____

Fx No. : (_____) _____ - _____

E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: (_____) _____ - _____

Fx No. : (_____) _____ - _____

E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: (_____) _____ - _____

Fx No. : (_____) _____ - _____

E-Mail Address: _____

*** denotes required fields**



PUBLIC WORKS DEPARTMENT
302.422.1110, FAX 302.422.1119

180 VICKERS DRIVE
MILFORD, DE 19963

To: Eric Norenberg, City Manager
From: Mark A. Whitfield, Public Works Director
Subject: New Refuse Truck
Date: December 6, 2016

The Public Works Department requests the Public Works Committee consider a recommendation to purchase a new refuse collection truck used by the Sanitation Division. The truck will be used for the collection of refuse, yard waste and recyclable materials.

The proposed truck is a one-person automated collection vehicle, which allows customer containers to be emptied using a hydraulic arm operated by the vehicle driver. A video of the truck can be viewed at: http://www.g-sproducts.com/9000_long_reach.html (The video is embedded at the lower right part of the page, and is the SINGLE AXLE truck).

The unit will allow for the efficient collection of refuse, yard waste and recyclable materials using a single person. The single axle truck unit is designed for tight street conditions, similar to the older parts of Milford. The collection arm has long reach capabilities, which also allows for collection around parked cars on city streets.

The proposed change in the type of vehicle has numerous advantages over the present system of using three people (a driver and two collectors) on a rear loading refuse truck. The new vehicle will allow a proficient operator to collect up to 1000 containers a day. (The City has just over 3500 residential customers). The unit also allows for the safe collection of materials since there is no human contact with the container. The unit eliminates lifting of containers, exposure to dust, needles, and other potential hazardous materials, exposure to weather, traffic hazards, etc. The efficiency will eliminate the need to fill two present vacancies in the Sanitation Division.

The new unit, and the efficiencies it presents, will allow the Department to make improvements to the present collection schedule. Once the vehicle is delivered and put into service, the Department recommends changing the collection schedule to allow for the weekly collection of refuse, yard waste, and recyclable materials, with refuse and recyclable materials collected on the

same day (by wards) Tuesday through Friday, and yard waste to be collected City wide on Mondays. It is recommended that bulk items would also be collected on Mondays.

The present unit will replace a 2000 Volvo with a Heil rear load refuse body. The unit has over 4700 engine hours, 100,000 travel miles and the body is rusted out. A like kind replacement (rear-loader on a tandem axle truck) unit would cost about \$160,000. The proposed automated replacement unit was budgeted at \$261,000 in the 2017 Budget

Staff recommends the purchase of a G S Product CS9133 CollectStar Auto Side Loader body on a single axle Freightliner truck through Houston Freightliner, Inc at a price of \$220,290 (which is \$40,710 under budget). The purchase can be made through the Houston Galveston Area Council (HGACBUY) cooperative purchasing alliance. HGACBUY is an approved purchasing cooperative under the Delaware State Contract. Additionally, other HGAC members include the cities of Rehoboth Beach and Dover, Sussex County, and the town of Bethany Beach. There is no cost to join the HGACBUY cooperative purchasing alliance.

Specifications for the truck and refuse body are attached, as well as the requirements for joining the HGACBUY cooperative purchasing alliance.

Staff requests the Public Works Committee of City Council consider the replacement of the refuse truck, and recommends authorizing the purchase of the unit through the HGACBUY contract to City Council.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

HT06-16

Date Prepared:

11/30/2016

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Milford	Contractor:	Houston Freightliner Inc
Contact Person:		Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-672-9449
Email:		Email:	mmccarthy@strhouston.com

Product Code:	D7	Description:	2017 Freightliner M2-106-80
			69353

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Allison 3000 RDS Automatic Trans	6146	16,000 LB Front Axle	1400
Cummins ISL 345 HP	4240	16,000 LB Front Suspension	504
11/32x3.5x10 15/16 Frame	760	Hendrickson HN462 46k Rear Suspension	3906
252" Wheelbase	1028	1/4" Frame Liner	650
Air Conditoner	850	West Coast Mirrors with LH/RH Remote	324
AM /FM Radio	225	70 Gallon LH Fuel Tank	129
315/80R22.5 Front Tires	623	GS Products CS9133A CollectStar Auto Side Loader	112675
315/80R22.5 Rear Tires	3258	Subtotal From Additional Sheet(s):	
Air Driver Seat	165	Subtotal B:	136883

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Spare 315/80R22.5 Tire	550		0
Sit Down RH Drive Conversion	9315		0
Cummins C Brake	2159	Subtotal From Additional Sheet(s):	0
22.5x9.0 Steel Wheels	530	Subtotal C:	12554

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:	1	X Subtotal of A + B + C + D:	218790	=	Subtotal E:	218790
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F. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal F:	1500
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G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:

H. Total Purchase Price (E+F+G):

220290

Interlocal Contract

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps for completing and executing the ILC:

Step 1: Fill in all required information, including the date of your governing body authorization and print a copy of the appropriate **HGACBuy ILC** form.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Scan and email a copy to H-GAC at cpcontractfax@h-gac.com or Fax it to 713-993-2424. The contract may also be mailed to H-GAC Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Step 4: H-GAC will execute the contract and return a copy to you electronically.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. Certification of the governmental service(s) that your organization performs. (Form included in the Non-Profit ILC below)

(If you require a contact original, print and sign two (2) contracts. Send both documents to H-GAC at the address indicated on the ILC form)



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: 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 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* _____
Name of End User (local government, agency, or non-profit corporation)

* _____
Mailing Address

* _____
City State ZIP Code

*By: _____
Signature of chief elected or appointed official

* _____
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: () _____ FAX Number: () _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () _____ - _____

Fx No. : () _____ - _____

E-Mail Address: _____

*** denotes required fields**