



City of Griffin, Georgia  
P O Box T  
Griffin, Georgia 30224  
(770) 229-6400

DATE: 7/31/15

Purchase Order No. \_\_\_\_\_

Statewide Contract NJPA #060311-CAT

Bid/Quote No. exp 10/18/15

Vendor No. \_\_\_\_\_

Vendor Name & Address

**Yancey Bros**  
**330 Lee Industrial Blvd**  
**Austell, GA 30168**

[guy\\_milliken@yanceybros.com](mailto:guy_milliken@yanceybros.com)

Ph: 770-819-5544

Fax: \_\_\_\_\_

Freight is F.O.B. Destination

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin  
Dept: Motorpool  
245 Emlet Drive  
Griffin, GA 30224

Phill Francis / (Chris Walker- Streets)

Phone: \_\_\_\_\_

770-233-4399

Fax: \_\_\_\_\_

770-229-6419

Freight is FOB Destination  
Deliveries are to be sent to  
Motorpool  
between the hours of  
8:00 a.m. and 4 p.m.

Invoices are to be sent to  
requesting dept. for approval.  
Payment inquiries should be  
directed to Accounts Payable  
([accounting.vital@cityofgriffin.com](mailto:accounting.vital@cityofgriffin.com))

-- ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. --

- VENDORS MUST HAVE A CURRENT E-VERIFY AFFIDAVIT ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

**Y**

Vehicles/equip per attached specifications	Account Number	Qty	UOM	Unit Price	Extended Totals
CAT CT660S dump with OX 15.5' dump body	101 - 4220 - 54 - 2500 - 0000	1		146,313.00	146,313.00
white cab exterior with black body;	- - - -				
specifications as defined on attached quote	- - - -				
	- - - -				
	- - - -				
<b>UNIT NO. of asset being surplusd:</b>	<b>none</b>	<b>ARF attached?</b>		<b>TOTAL \$</b>	<b>146,313.00</b>
<b>CAPITAL PROJ#:</b> CP2016- 4220-9-3	901 - 0000 - 13 - 1101 - 0000				-146,313.00
<b>ETA: 16-18 weeks on order</b>	901 - 4200 - 11 - 7500 - 0000				146,313.00
<b>Note: All deliveries are to be made to authorized COG Motorpool</b>				<b>**TOTAL \$</b>	<b>146,313.00</b>

COG USE ONLY

Payment method: CASH \_\_\_\_\_ LEASE \_\_\_\_\_ GRANT \_\_\_\_\_ LEINHOLDER: \_\_\_\_\_

VIN: _____	EQUIP ID: _____	TAG: _____	IN SERV (M/Y): _____
VIN: _____	EQUIP ID: _____	TAG: _____	IN SERV (M/Y): _____
VIN: _____	EQUIP ID: _____	TAG: _____	IN SERV (M/Y): _____
VIN: _____	EQUIP ID: _____	TAG: _____	IN SERV (M/Y): _____
VIN: _____	EQUIP ID: _____	TAG: _____	IN SERV (M/Y): _____

Dept request	APPROVALS	
Agenda item copy		
Fleet authorization	Dept / Requestor / Date	Purchasing / Date
Leinholder info		
Order (cc PF,SW,rqstr)		
Invoicing/Delivery	Department Mgr / Date	Finance Director / Date
Payment/MSO		
Tag/Origs to Finance		
Risk Mgmt	City Manager / Date	BOARD / Date
Fixed Assets		

# **TERMS AND CONDITIONS OF PO / CONTRACT**

## **ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

## **ARTICLE 2 PURCHASE ORDER NUMBER**

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

## **ARTICLE 3 ACCEPTANCES**

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

## **ARTICLE 4 PRICE**

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

## **ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

## **ARTICLE 6 PARTS**

The Seller agrees to make functional parts available for a period of five years after final production run.

## **ARTICLE 7 WARRANTIES**

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

## **ARTICLE 8 REMEDIES**

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

## **ARTICLE 9 CONFLICTS OF LAWS**

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

## **ARTICLE 10 MODIFICATIONS**

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

## **ARTICLE 11 PATENT INFRINGEMENT**

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

## **ARTICLE 12 TERMINATIONS FOR CAUSE**

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

## **ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

## **ARTICLE 14 ENTIRE AGREEMENTS**

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

## **ARTICLE 15 WORKS ON PREMISES**

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

## **ARTICLE 16 QUALITY GUARANTEE**

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

## **ARTICLE 17 QUALITY TERMS**

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

## Cindy Fay, CPPB/GCPA

---

**From:** Christopher F. Walker  
**Sent:** Thursday, June 11, 2015 11:13 AM  
**To:** Cindy Fay, CPPB/GCPA  
**Subject:** FW: City of Griffin  
**Attachments:** Scan0467.pdf; CT660 spec sheet.pdf; CT660 Warranty Statement (SELF5473-02) May'11.pdf; CX31 Warranty.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI

**Christopher F. Walker**  
Public Works | Deputy Director

**From:** Phill Francis  
**Sent:** Thursday, June 11, 2015 10:58 AM  
**To:** Christopher F. Walker  
**Cc:** Brant D. Keller PhD  
**Subject:** FW: City of Griffin

Here is your tandem info...  
Since this is an NJPA transaction, there is no need to go to bid with this.  
I spec'ed to what I believe will give you what you need.

Look it over and get back with me if you want to discuss.

Thanks.

**Phill Francis**  
Central Services | Director

**From:** Guy Milliken [[mailto:Guy\\_Milliken@yanceybros.com](mailto:Guy_Milliken@yanceybros.com)]  
**Sent:** Thursday, June 11, 2015 10:51 AM  
**To:** Phill Francis  
**Cc:** Phillip Martin; Blake Jones  
**Subject:** City of Griffin

Phill,

Please see the attached information pertaining to the dump truck we spoke about for your review. Please let Phillip or I know if you have any questions or concerns. Let us know if you have time next week for lunch as well.

Thanks

***Guy Milliken***

Guy Milliken  
Yancey Bros. Co.  
Cat Vocational Truck  
Sales Manager  
855.NEWTRUK  
770.819.5544 direct  
404.797.4852 cell  
770.941.2300 main  
[guy\\_milliken@yanceybros.com](mailto:guy_milliken@yanceybros.com)  
[www.YanceyBros.com](http://www.YanceyBros.com)  
330 Lee Industrial Blvd.  
Austell, GA 30168-7406





Sold To:		Ship To:	
Purchaser	City of Griffin		
Street Address	P.O. Drawer T		
City/State	Griffin, GA		
Postal Code	30224	Phone #	770-229-6421
Customer Contact:	Equipment Phil Francis		
	Prod Supt	F.O.B.:	
Industry Code:	Principal Work Code	621	

Customer #	908168	Sales Tax Exemp #:	Customer P.O.
------------	--------	--------------------	---------------

Payment Terms:			
Net Payment on Receipt of Inv <input type="checkbox"/>	Financial Services	CSC <input type="checkbox"/>	LEASE <input type="checkbox"/>
Cash with order	Balance to Finance	Doc Fee:	
Payment Frequency	Payment Amount	# of payments	

Description of Equipment Ordered/Purchased	
Make:	Cat Model: CT660S
Stock Number:	ORDERED Serial Number/VIN: ORDERED
Description: 2016 CT660 model dump truck with an OX 15 1/2 ft. dump body. Truck to be white w/ black body.	
Truck spec's will be based on the proposal # 214-01	
Caterpillar NJPA contract # 060311-Cat (exp 10/18/15)	

Trade-In Equipment		Truck Price:	\$146,313.00
Model:	Yr:	S/N:	
Payout to:	Amt	Paid by:	
Model:	Yr:	S/N:	
Payout to:	Amt	Paid by:	
Purchaser hereby sells the trade-in equipment described above to Yancey Bros. Co. ("Yancey") and warrants it to be free and clear of all claims, liens, mortgages, and security interest except as shown above. Purchaser also hereby agrees to indemnify Yancey for any damages, including attorney's fees, should any claim, lien, mortgage, or security interest be asserted against Yancey's ownership, custody, or control of the trade-in equipment.			F.E.T. Tax:
All trade-ins are subject to equipment being in "as inspected condition" by YBCO at time of delivery of machine purchase above.			
<input checked="" type="checkbox"/> Caterpillar Equipment Warranty Initial			
<input type="checkbox"/> Other Equipment Warranty			
<input type="checkbox"/> Used Equipment Warranty			
The customer acknowledges receipt of a copy of the Yancey/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals. Warranty applicable including expiration date where necessary.			TAVT 7%:
Unless otherwise stated above, all used equipment is sold as is where is and no warranty is offered or implied.			Total each: \$146,313.00

CSA:	
Notes:	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

YANCEY BROS. CO.

PURCHASER APPROVAL AND ACCEPTANCE

Order Received by

Purchaser


Printed Name

By

Signature

Title

Date



**As a leading provider of solutions to the governmental market, you can count on us to provide:**

- Rugged, reliable machines and back-up power solutions
- Lowest total Life Cycle Costs
- Increased buying power through nationally leveraged pricing
- Governmental specific resources at [www.govbidspec.com](http://www.govbidspec.com)
- Quality service and support from your local Cat® Dealer

The NJPA contract award delivers on our promise to continually improve the way in which we do business. This partnership demonstrates Caterpillar's ongoing commitment to the governmental segment and the ultimate goal of helping customers buy with confidence.

*For generators and back up power solutions:*  
**Contract # 092409 - CAT**

*For heavy equipment solutions:*  
**Contract # 060311 - CAT**



The National Institute of Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO) and National Association of Fleet Administrators (NAFA) endorse the use of Life Cycle Costing as a preferred procurement method.

© 2011 Caterpillar All Rights Reserved. CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the POWER EDGE trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

**CAT®**