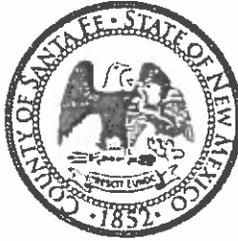


Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 26, 2015

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

VIA: Katherine Miller, County Manager *KM*
Jeffrey Trujillo, SFC ASD Director *9.1.15*
Adam Leigland, Public Works Director
Robert Martinez, Public Works Road Maintenance Director

ITEM AND ISSUE: *BCC Meeting September 8, 2015*
Request Approval for a Waiver from Section 1 of Ordinance No. 2012-5 to Purchase Two (2) Tandem Dump Trucks with Snow Removal Equipment in the Amount of \$436,000.00 Utilizing the Houston Galveston Area Council Cooperative Purchase Agreement and Grant Signature Authority to the County Manager to Sign the Purchase Order and Any Other Purchasing Documentation. (Purchasing/Bill Taylor)

ISSUE:

Santa Fe County Ordinance 2012-5, Section 1- Outside Contracts states, ... "In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves." This waiver will expedite the purchase of two (2) tandem dump trucks with snow removal equipment for the Public Works, Road Maintenance Section.

BACKGROUND AND DISCUSSION:

The Public Works Department was allocated funding from the County capital package to purchase 2 tandem dump trucks with snow removal equipment this fiscal year. Utilizing the Houston Galveston Area Council (HGAC) Cooperative purchase agreement will expedite the acquisition of these trucks by at least 6 months.

ACTION REQUESTED:

The Purchasing Division requests a waiver from section 1 of ordinance No. 2012-5 to purchase 2 tandem dump trucks with snow removal equipment for a total of \$436,000.00 utilizing the HGAC purchase agreement and granting signature authority to the County Manager for the Purchase Order and other supporting purchase documents.

PURCHASE REQUISITION NBR 0000161699

STATUS: NEEDS ADDITIONAL INFO

REASON: CAT DUMP TRUCK/ PLOW

REQUISITION BY: MARKR
SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN
SUGGESTED VENDOR: 21437 HOLT CAT

DATE: 8/03/15
DELIVER BY DATE: 6/30/16

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST
1	ERIC GERONIS REQUESTING TRUCK CT 660S-STA @04.530.00 X 2 = 209,060.00 HGAC HT 06-14 EXPIRING 5/31/2016 COMMODITY: M SC SUBCOMMOD: M SC	209060	EA	1.0000	209060.00
2	OPTIONS SEE ATTACHED HGAC FORM @8,408.00 X 2 = 136,816.00 COMMODITY: M SC SUBCOMMOD: M SC	136816	EA	1.0000	136816.00
3	HAGC PROCESSING CHARGE @ 1000.00 X 1 = 1000.00 COMMODITY: M SC SUBCOMMOD: M SC	1000	EA	1.0000	1000.00
4	FREIGHT DELIVERED TO SANTA FE @ 5000.00 X 1 = 5000.00 COMMODITY: M SC SUBCOMMOD: M SC	5000	EA	1.0000	5000.00
5	UNPUBLISHED OPTIONS @ 42,062.00 X 2 = 84,124.00 COMMODITY: M SC SUBCOMMOD: M SC	84124	EA	1.0000	84124.00
				REQUISITION TOTAL	436000.00

ACCOUNT INFORMATION

PROJECT

REQUISITION IS IN THE CURRENT FISCAL YEAR.

%

100%

AMOUNT

436,000.00

204-0611-151-8009

VENDOR-PART-NUMBER

Director Approval & Verification
that all signatures are accounted
for & approved for processing

8/3/15

8-375

FY-20

SANTA FE COUNTY
INTERNAL PURCHASE REQUESTION

DEPARTMENT / DIVISION :		Public Works Roads		FUND -COST CENTER ACTIVITY		204-0611-451.80-09				
Contract #		HT06-14		PROJECT CODE:						
Purpose:		Exp. Date		REQUESTION NUMBER:						
Cat dump truck/ plow		may-31-2016		VENDOR INFORMATION		VENDOR INFORMATION				
Name:		1st Quote (If Applicable)		2nd Quote (If Applicable)		3rd Quote (If Applicable)				
Address 1:		1601 East Highway 366 Irving Blvd								
City, state, Zip:		Irving Texas 95060								
Contact / Phone:		1-972-630-4226								
Line #	DESCRIPTION	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT
1	Truck CT 660S-STA	\$104,530.00	2	\$ 209,060.00						
2	Options see attached HGAC form	\$68,400.00	2	\$ 136,816.00						
3	hgac processing charge	\$1,000.00	1	\$ 1,000.00						
4	freight delivered to santa fe	\$6,000.00	1	\$ 6,000.00						
5	unpublished options	\$42,092.00	2	\$ 84,124.00						
SUBTOTAL				\$ 436,000.00						
HANDLING										
TAX RATES (Only)				0.00						
TOTAL CHARGES				436,000.00						

AUTHORIZED REQUESTOR PRINT:
Eric Giron
AUTHORIZED REQUESTOR'S SIGNATURE & DATE:
[Signature] 8-5-15

REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.

Date Created: 8-3-15

MEDIUM & HEAVY TRUCKS & TRUCK BODIES - HT06-14

Contract No.: HT06-14

Effective Date: June 1, 2014 to May 31, 2016

These are complete, legal, turn-key chassis, equipped with EPA 2010 threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration. [View on this link:](#)

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contract.

NOTE: The HGACBuy Order Processing Charge for plain chassis is \$600.00 and if body is included, it is \$1000.00.

- [AUTOCAR](#)
- [CATERPILLAR](#)
- [FORD](#)
- [FREIGHTLINER](#)
- [HINO](#)
- [INTERNATIONAL](#)
- [ISUZU](#)
- [KENWORTH](#)
- [KENWORTH](#)
- [MACK](#)
- [MACK](#)
- [PETERBILT](#)
- [RAM](#)
- [VOLVO](#)
- [WESTERN STAR](#)
- [WESTERN STAR](#)

RE: Truck Bodies: various truck bodies (e.g. serials, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

[Truck Body Summary Table](#)

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AUTOCAR

Contractor: Chastang Enterprises - dba Chastang Ford / Chastang's Bayou City Autocar

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
A1	ACM42, LOW COE, SRA	\$77,998
A2	ACX42, LOW COE, SRA	\$96,561
A3	ACX84, LOW COE, TRA	\$102,486

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CATERPILLAR

Contractor: Holt Texas LTD - dba Holt Cat

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
B1	CT860S-STA, Conv Cab, TRA, 118" BBC (CF7AA), Truck Configuration	\$104,530
B2	CT860S-STA, Conv Cab, TRA, 118" BBC (CF7AA), Tractor Configuration	\$108,754
B3	CT860-LTA, Conv Cab, TRA, 122" BBC (CF7AB), Truck Configuration	\$109,857
B4	CT860-LTA, Conv Cab, TRA, 122" BBC (CF7AB), Tractor Configuration	\$111,144
B5	CT881-SG-SFA, Conv Cab, TRA, 114" BBC (CF8AA)	\$104,298
B6	CT880L-SFA, Conv Cab, TRA, 124" BBC (CF8AB), Truck Configuration	\$108,109
B7	CT880L-SFA, Conv Cab, TRA, 124" BBC (CF8AB), Tractor Configuration	\$111,842

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FORD

Contractor: Chastang Enterprises - dba Chastang Ford / Chastang's Bayou City Autocar, Grande Truck Center

H-GAC CONTACTS

- [Loleta Chappel](#)
(P): 713-993-2486
(F): 713-993-4548
[loleta.chappel@hgc.com](#)

VENDOR CONTACTS

- [Chastang Enterprises dba Chastang Ford Ed Miller](#)
(P): 713-678-3007
(F): 713-678-3001
[Click here for Email](#)
- [Cleveland Mack Sales, Inc. dba Performance Truck](#)
[Freston Fredrich](#)
(P): 713-844-7161
(F): 713-844-7222
[Click here for Email](#)
- [East Texas Mack Sales LLC](#)
[Matt Miller](#)
(P): 903-647-0548
(F): 903-758-0075
[Click here for Email](#)
- [Freedom Chrysler Dodge Jeep Ram](#)
[Tim Middlebrooks](#)
(P): 972-707-9438
(F): 214-350-0085
[Click here for Email](#)
- [French Eileen Truck Center](#)
[Jason W. Mims](#)
(P): 210-228-2028
(F): 210-662-3999
[Click here for Email](#)
- [Grande Truck Center](#)
[Kath Shoffstall](#)
(P): 210-666-7112
(F): 210-666-7216
[Click here for Email](#)
- [Holt Texas, LTD. dba Holt CAT](#)
[Mark Mims](#)
(P): 214-596-7571
(F): 972-591-4670
[Click here for Email](#)
- [Houston Freightliner-Western Star](#)
[Michael McCarthy](#)
(P): 713-580-8122
(F): 713-933-6082
[Click here for Email](#)
- [Lomestar Truck Group dba Waco Freightliner-Western Star](#)
[Jason Wade](#)
(P): 254-753-9735
(F): 254-754-4393
[Click here for Email](#)
- [Rush Truck Centers of Arizona dba Rush Truck Center, Phoenix](#)
[George Best](#)
(P): 602-422-8122
(F): 602-422-8175
[Click here for Email](#)
- [Rush Truck Centers of Texas L.P.](#)
[Charles Plouse](#)
(P): 713-496-6304
(F): 713-623-9620
[Click here for Email](#)
- [Santex Truck Centers, LTD.](#)
[Rick Denolf](#)
(P): 210-477-2514
(F): 210-661-0226
[Click here for Email](#)
- [Ved Heritage Properties, Ltd. dba Volvo & Mack Trucks of Waco](#)
[Justin Clark](#)
(P): 254-662-0911
(F): 254-662-0558
[Click here for Email](#)

Published Options Work Sheet:					
\$62,148					
Chassis	Selected Option	Option Code	Option Description	Retail	Price for Bid
B1, B2, B3, B4, B5, B6, B7 as applicable	1	1570	TOW HOOK, FRONT, (2) Frame Mounted	\$372	\$372
B1, B2, B3, B4, B5, B6, B7 as applicable	1	1652	CROSSMEMBER, REAR, Relocated to End of Frame	\$234	\$234
B1, B2, B3, B4, B5, B6, B7 as applicable	1	4819	TRAILER CONNECTIONS, Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$307	\$307
B1, B2, B3, B4, B5, B6, B7 as applicable	1	8554	TRAILER CONNECTION SOCKET, 7-Way, Mounted at Rear of Frame	\$198	\$198
B1, B2, B3, B4, B5, B6, B7 as applicable	1	12864	BLOCK HEATER, ENGINE, (Phillips) 120 Volt/1500 Watt	\$88	\$88
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0001GDL	FRAME REINFORCEMENT, Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12 65" x 3 50" x 0 25"(321.0mm x 88 9mm x 6 35mm); 445.4" (11313mm) Maximum OAL	\$1,913	\$1,913
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0002ARY	AXLE, FRONT NON-DRIVING, (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	\$2,105	\$2,105
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0003ACS	SUSPENSION, FRONT, SPRING, Multileaf, Shackle Type, Single Stage Spring; 20,000-lb Capacity; Less Shock Absorbers	\$208	\$208
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0004WCC	BRAKE PACKAGE, FRONT, (Dana Spicer ES-185-6) Air, Cam Type, Extended Service; Size 16 5" x 6", Includes Automatic Slack Adjusters	\$336	\$336
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0004WCD	BRAKE PACKAGE, REAR, (Dana Spicer ES-185-7) Air, Cam Type, Extended Service; Size 16 5" x 7", Includes Automatic Slack Adjusters	\$575	\$575
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0005PTB	STEERING GEAR, (2) (Sheppard M-100/M-80) Dual Power	\$1,047	\$1,047
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007SDD	ENGINE COMPRESSION BRAKE, (Jacobs) for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch	\$1,933	\$1,933
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007WZY	SWITCH, FOR EXHAUST, 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position	\$43	\$43
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008HAB	BODY BUILDER WIRING, Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$97	\$97
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008RMD	RADIO, AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	\$330	\$330

B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008WDG	BACK-UP ALARM, (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA	\$189	\$189
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008XAH	CIRCUIT BREAKERS, Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$89	\$89
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0009HAN	INSULATION, UNDER HOOD, for Sound Abatement	\$144	\$144
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0009HBN	INSULATION, SPLASH PANELS, for Sound Abatement	\$65	\$65
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012KXS	ENGINE, DIESEL, (CT 13) EPA 10, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)	\$2,694	\$2,694
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012VBU	AIR CLEANER, Single Element, Heavy Duty with Inline Pre-cleaner	\$250	\$250
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012WBR	FAN OVERRIDE, Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	\$28	\$28
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013CZZ	TRANSMISSION, (Caterpillar) AUTOMATIC 1st Generation Controls; for ON/OFF Highway; Provisions for Certified Power Pedestal Mount with Digital Controls.	\$20,360	\$20,360
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WVD	PTO CONTROL, DASH MOUNTED, For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	\$54	\$54
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014HRE	AXLE, REAR, TANDEM, (Mentor RT-46-164P) Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump, With Driver Controlled Locking Differential in Forward Rear and Rear Rear Axle and 200 Wheel Ends	\$5,315	\$5,315
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014UHL	SUSPENSION, REAR, TANDEM, (Hendrickson RT-483) Walking Beam Type; 60" Axle Spacing, 46,000-lb Capacity With Transverse Torque Rods and Rubber Center Bushings	\$453	\$453
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014WAL	SUSPENSION/REAR-AXLE IDENTITY, for Mentor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	\$171	\$171
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014WBN	DIFF SWITCH CONTROLS, Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	\$256	\$256
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016HGL	GAUGE, OIL TEMP, REAR AXLE,	\$85	\$85
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016HKB	GAUGE, MANIFOLD PRESSURE, Data Link Driven; Mounted in Instrument Panel, includes Controller Module	\$83	\$83
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016JPD	SEAT, Driver, (National 2000 Model 192) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	\$100	\$100
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016RAN	SEAT, PASSENGER, (National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	\$500	\$500
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016ZDU	GRAB HANDLE, Exterior, Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	\$29	\$29

B1, B2, B3, B4, B5, B6, B7 as applicable	1	0028WLA	WHEEL BEARING, FRONT, LUBE. (EmGard 50W) Synthetic Oil	\$22	\$22
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007BJX	EXHAUST SYSTEM, Switchback Vertical Aftertreatment Device, Dual Cans, Frame Mounted Left & Right Side; Includes Single Vertical Tail Pipe & Guard	\$2,183	\$2,183
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0015DWR	FUEL TANK. (2) Non-Polished Aluminum, 24" Diam., 120 U.S. Gal., 454L Capacity; Total Capacity 240 U.S. Gal., 908L; With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right Under Cab	\$1,879	\$1,879
B1, B2, B3, B4, B5, B6, B7 as applicable	1	13902	THRU-SHAFT, PTO Provision, Rear, With Caterpillar CX31 Series Transmission	\$524	\$524
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007WAZ	TAIL PIPE, (1) Turnback Type, Non-Bright, for Single Exhaust	\$55	\$55
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008ACE	BEACON LIGHT WIRING, for (2) Customer Installed Beacon	\$122	\$122
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008XCC	TOGGLE SWITCH, AUXILIARY, (2) with Two 20-Amp Fuses/Circuit Breakers	\$67	\$67
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WHK	OIL COOLER, AUTO TRANSMISSION, (Caterpillar) Remote Mounted; for Use With Automatic Transmission and Retarder	\$1,343	\$1,343
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WVM	CATERPILLAR SPARE INPUT/OUTPUT, for General Purpose	\$107	\$107
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016SEY	MIRROR, CONVEX, HOOD MOUNTED, (Lang Mekra) Right and Left Sides; 7.44" Sq, Black	\$134	\$134
B1, B2, B3, B4, B5, B6, B7 as applicable	2	0027DNP	WHEELS, FRONT, DISC; 22.5" Painted Steel, 10-Stud (285 75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 12.25 DC Rims, With Steel Hubs, with 5.375" Offset	\$588	\$1,176
B1, B2, B3, B4, B5, B6, B7 as applicable	2	7792855412	TIRE, FRONT, 385/85R22.5 HTC1 (CONTINENTAL) 495 rev/mile, load range L, 20 ply	-\$60	-\$120
B1, B2, B3, B4, B5, B6, B7 as applicable	8	0028DRN	WHEELS, REAR, DUAL DISC; 22 5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With 472" Thick Increased Capacity Disc and Steel Hubs	\$397	\$3,176
B1, B2, B3, B4, B5, B6, B7 as applicable	8	7372135423	TIRE, REAR, 11R22 5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	\$101	\$808

Published Options Work Sheet:
\$6,260

Chassis	Product	Vendor	Option Code	Option Code	Option Code	Price for Bid	Selected Option	Retail	Price for Bid
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 2-Line 50 Gallon Wet Kit / Hydraulic System w/ Manual Trans	489XLAHXJXK x2	Holt 2-Line 50 Gallon Wet Kit / Hydraulic System	\$5,135		\$5,135	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 1-Line 50 Gallon Wet Kit / Hydraulic System w/ Manual Trans	489XLAHXJXK x1	Holt 1-Line 50 Gallon Wet Kit / Hydraulic System	\$4,838		\$4,838	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 2-Line 50 Gallon Wet Kit / Hydraulic System Hot Shift PTO / Pump for Manual Trans	4221724 x2	Holt 2-Line Hot Shift PTO / Pump for CAT CX3J Auto Trans	\$6,260	1	\$6,260	\$6,260
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 1-Line 50 Gallon Wet Kit / Hydraulic System Hot Shift PTO / Pump for Manual Trans	4221724 x1	Holt 1-Line Hot Shift PTO / Pump for CAT CX3J Auto Trans	\$5,960		\$5,960	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Full Head Ache Rack, View Window, 2-Chain Rack & Chain Tray	317404-11111 & 325	Full Head Ache Rack, View Window, 2-Chain Rack & Chain Tray	\$1,642		\$1,642	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Full Head Ache Rack, View Window	317369 & 325	Full Head Ache Rack, View Window	\$1,275		\$1,275	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Merrit Half Tandem / Single Radius w/ Brackets, 1 Set	3010-2, 568, 376	Merrit Half Tandem / Single Radius w/ Brackets 1 Set required per Axle	\$1,341		\$1,341	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Minimizer TT TwinFender w/ Brackets 1 Set	Min260DFD & B100BTFA	Minimizer TT TwinFender w/ Brackets 1 Set required per Axle	\$2,020		\$2,020	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Minimizer	Minimizer 1/2 Horse Fender w/ Brackets 1 Set	Min405DFB & B4850BTFA	Minimizer 1/2 Round Fender w/ Brackets 1 Set required per Axle	\$1,186		\$1,186	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Minimizer	Minimizer 1/4 Fender w/ Brackets	Min1400B	Minimizer 1/4 Round Fender w/ Brackets 1 Set required per Axle	\$212		\$212	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chain	13 5K# Non-Steer Lift Axle with Steel Wheels & Tires	13 5K# Non-Steer Lift Axle with Steel Wheels & Tires	13 5K# Non-Steer Lift Axle with Steel Wheels & Tires	\$7,725		\$7,725	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chain	13 5K# Steerable Lift Axle with Steel Wheels & Tires	13 5K# Steerable Lift Axle with Steel Wheels & Tires	13 5K# Steerable Lift Axle with Steel Wheels & Tires	\$9,725		\$9,725	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chain	22K# Non-Steer Lift Axle with Steel Wheels & Tires	22K# Non-Steer Lift Axle with Steel Wheels & Tires	22K# Non-Steer Lift Axle with Steel Wheels & Tires	\$8,850		\$8,850	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chain	22K# Steerable Lift Axle with Steel Wheels & Tires	22K# Steerable Lift Axle with Steel Wheels & Tires	22K# Steerable Lift Axle with Steel Wheels & Tires	\$10,950		\$10,950	\$0



July 24, 2015

Prepared For:
Santa Fe County Dump / Spreader / Plow
Reference ID: CX31 Auto Trans

Presented By:
HOLT TEXAS LTD.
Mark Mims
3302 S W W WHITE RD
SAN ANTONIO TX 78222 - 4843
(210)648-8343

We are pleased to have the opportunity to offer the following proposal for the application you requested.

Model Profile
2016 660S SBA 6x4 (CF7AA)

APPLICATION:	Under Belly Scraper
MISSION:	Requested GVWR: 65480. Calc. GVWR: 65220 Calc. Start / Grade Ability: 32.63% / 2.50% @ 55 MPH Calc. Geared Speed: 86.3 MPH
DIMENSION:	Wheelbase: 207.00, CA: 145.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{CT 13} EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Caterpillar CX31} 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump, With Driver Controlled Locking Differential In Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional
TIRE, FRONT:	(2) 385/65R22.5 HTC1 (CONTINENTAL) 495 rev/mile, load range L, 20 ply
TIRE, REAR:	(8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam Type; 60" Axle Spacing, 46,000-lb Capacity With Transverse Torque Rods and Rubber Center Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12.65" x 3.50" x 0.25"(321.0mm x 88.9mm x 6.35mm); 445.4" (11313mm) Maximum OAL
PAINT:	Cab schematic 100KT Location 1: 9221, Light Cameo White (Prem) Chassis schematic N/A



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CF7AA00	Base Chassis, Model 660S SBA 6x4 with 207.00 Wheelbase, 145.00 CA, and 59.00 Axle to Frame.	9385/6587	15972
1570	TOW HOOK, FRONT (2) Frame Mounted	49/-9	40
1652	CROSSMEMBER, REAR Relocated to End of Frame	-19/100	81
1DAV	FRAME RAILS High Strength Heat Treated Alloy Steel (120,000 PSI Yield); 12.00" x 3.25" x 0.25" (304.8mm x 82.6mm x 6.35mm); 478.1" (12143mm) Maximum OAL	-70/-45	-115
1GDL	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12.65" x 3.50" x 0.25" (321.0mm x 88.9mm x 6.35mm); 445.4" (11313mm) Maximum OAL	200/447	647
1LBC	BUMPER, FRONT Multi-piece Stainless Steel	0/0	0
	<u>Includes</u> : FOG LIGHT OPENING (2) and with Rectangular Hole for Step		
1WVS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)	0/0	0
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	125/0	125
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, Single Stage Spring; 20,000-lb Capacity; Less Shock Absorbers	11/0	11
	<u>Includes</u> : SPRING PINS Threaded		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes; Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	115/0	115
4519	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Includes</u> : INVERSION VALVE Bendix SR-1 and Double Check Valve		



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4732	DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	0/0	0
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBS	AIR DRYER (Bendix AD-9) With Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	0/0	0
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake	0/0	0
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 SqIn	0/0	0
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
4SPM	AIR COMPRESSOR (Bendix BA-921 Head Unload) 15.9 CFM Capacity, Single Cylinder	0/0	0
4WCC	BRAKE PACKAGE, FRONT (Dana Spicer ES-165-6) Air, Cam Type, Extended Service; Size 16.5" x 6", Includes Automatic Slack Adjusters	0/0	0
4WCD	BRAKE PACKAGE, REAR (Dana Spicer ES-165-7) Air, Cam Type, Extended Service; Size 16.5" x 7", Includes Automatic Slack Adjusters	0/0	0
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5PTB	STEERING GEAR (2) (Sheppard M-100/M-80) Dual Power	125/12	113
5WBH	STEERING WHEEL (Caterpillar) 2-Spoke, 16" Diam., Dark Neutral, Leather Wrapped	0/0	0
7BJX	EXHAUST SYSTEM Switchback Vertical Aftertreatment Device, Dual Cans, Frame Mounted Left & Right Side; Includes Single Vertical Tail Pipe & Dual Guards	168/153	321
7SDD	ENGINE COMPRESSION BRAKE (Jacobs) for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch	48/1	49
7WAZ	TAIL PIPE (1) Tumbuck Type, Non-Bright, for Single Exhaust	0/0	0
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER	0/0	0



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame	1/5	6
8653	HORN, AIR Single, Located Under Cab	5/0	5
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	0/0	0
8ACE	BEACON LIGHT WIRING for (2) Customer Installed Beacon	0/0	0
8GGN	ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/ Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/1	3
8MMJ	BATTERY SYSTEM (Caterpillar) (3) 12 Volt 2130CCA Total	0/0	0
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	1/0	1
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror	0/0	0
8VUK	BATTERY BOX Aluminum With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	0/0	0
8WDG	BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA	0/1	1
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0
8WNH	RUNNING LIGHT (2) Daytime	0/0	0
8WXG	STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XCC	TOGGLE SWITCH, AUXILIARY (2) with Two 20-Amp Fuses/Circuit Breakers	1/0	1
9ASE	FRONT END Tiling Composite	0/0	0
	<u>Includes</u> : GRILLE SURROUND Brushed Stainless Steel		
9HAN	INSULATION, UNDER HOOD for Sound Abatement	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10769	PAINT CLASS Premium Color	0/0	0
10WJM	GCWR RANGE , GCWR Equal to or Less than 66,000-lb, for Transmission Application Validation	0/0	0



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
11001	CLUTCH Omit Item (Clutch & Control)	-141/0	-141
12864	BLOCK HEATER, ENGINE (Phillips) 120 Volt/1500 Watt	2/0	2
12KXS	ENGINE, DIESEL (CT 13) EPA 2010, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)	0/0	0
12THT	FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	0/0	0
12UND	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; CT13 Engines	0/0	0
12VBU	AIR CLEANER Single Element, Heavy Duty with Inline Precleaner	7/0	7
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	2/0	2
12WCX	HOSE CLAMPS, RADIATOR HOSES (Gates) Shrink Band Type	0/0	0
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	0/0	0
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
12XAV	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1429 SqIn, 740 SqIn CAC, 1099 SqIn 3 Core LTR	0/0	0
13902	THRU-SHAFT PTO Provision, Rear; With Caterpillar CX31 Series Transmission	0/0	0
13CZZ	TRANSMISSION, AUTOMATIC (Caterpillar CX31) 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway	79/13	92
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan		
13WHK	OIL COOLER, AUTO TRANSMISSION (Caterpillar) Remote Mounted; for Use With Automatic Transmission and Retarder	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	2/0	2
13WVM	CATERPILLAR SPARE INPUT/OUTPUT for General Purpose	0/0	0
14HRE	AXLE, REAR, TANDEM (Meritor RT-46-164P) Single Reduction, Standard Width, 46,000-lb Capacity, With Lube Oil Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.89	0/613	613
	<u>Includes</u> : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle		
	<u>Notes</u> : Axle Lead Time is 90 Days		
14UHL	SUSPENSION, REAR, TANDEM (Hendrickson RT-463) Walking Beam Type; 60" Axle Spacing, 46,000-lb Capacity With Transverse Torque Rods and Rubber Center Bushings	0/620	620



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : CROSSMEMBER, SUSPENSION 5-Piece		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	0/0	0
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	1/0	1
14WMK	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 65 thru 89.99 Pints	0/0	0
15DWR	FUEL TANK (2) Non-Polished Aluminum, 24" Diam., 120 U.S. Gal., 454L Capacity; Total Capacity 240 U.S. Gal., 908L; With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab	164/107	271
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LKU	FUEL/WATER SEPARATOR (Racor) Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	0/0	0
16031	CAB Conventional	0/0	0
	<u>Includes</u> : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted : STEP (4) Two Steps Per Door		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
16HGL	GAUGE, OIL TEMP, REAR AXLE	0/0	0
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module	0/0	0
16JPD	SEAT, DRIVER (National 2000 Model 195) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	3/0	3
16RAN	SEAT, PASSENGER (National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	52/14	76
16SEY	MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) Right and Left Sides; 7.44" Sq., Black	24/-2	22



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SKS	MIRRORS (2) (Lang Mekra) Aero; Rectangular, Thermostatically Controlled Heated Head, Amber Lens Clearance Lights LED, Black Painted Finish Heads, Brackets & Arms, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing	0/0	0
16VRT	HEATER, ENHANCED CIRCULATION (Bergstrom) Control, for Extreme Cold Weather Climates	0/0	0
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Vinyl : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Vinyl : HEATER BOX Metal, Painted Black : INSTRUMENT PANEL TRIM Vinyl : MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side : STORAGE POCKET, DOOR (2) Driver and Passenger Door : SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer	0/0	0
16VZA	WINDOW, REAR 52.25" Wide	0/0	0
16WAK	WINDOW, POWER (2) in Left and Right Doors	0/0	0
16WJG	CAB DOOR LOCKS Power	0/0	0
16WKB	AIR CONDITIONER (International Blend-Air) With Integral Heater & Defroster	0/0	0
16WKR	WINDSHIELD Single Piece	0/0	0
16WLD	CAB REAR SUSPENSION (Link Z9079D1) Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly	0/0	0
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights	0/0	0
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	2/0	2
27DNP	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5-Hand Hole, Flanged Nut, Metric Mount, 12.25 DC Rims; With Steel Hubs, with 5.375" Offset <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White	100/0	100
28DRN	WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With 472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White	0/58	58
29WLA	WHEEL BEARING, FRONT, LUBE (EmGard 50W) Synthetic Oil	0/0	0



Vehicle Specifications

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>	<u>E/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7372135423	(8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	0/104	104
7792655412	(2) TIRE, FRONT 385/65R22.5 HTC1 (CONTINENTAL) 495 rev/mile, load range L, 20 ply	86/0	86
	Total Component Weight:	10544/8756	19300
1	5 pound Fire Extinguisher with "ABC" Rating.	0/0	0
	DOT Approved 3 peice bright orange reflective Triangle Reflector Kit in storage case.		
2	Set of 2 Hot Cat mud flaps	0/0	0
	Total Body Allied:	0/0	0

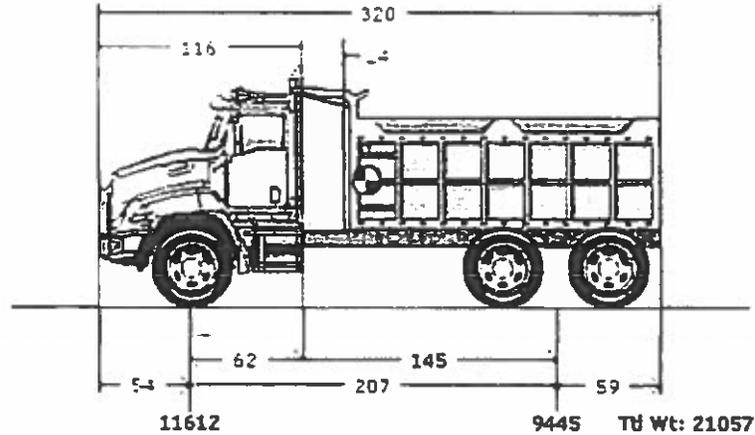
The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Neither Caterpillar nor its suppliers shall be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Weight Summary

July 24, 2015

2016 660S SBA 6x4 (CF7AA)



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck		Body/Trailer		Chassis/Empty Weights	
Bumper to Axle	(BA) 54.0	Body Length	(BL) 180	Tractor Front Axle:	10,544
Wheelbase	(WB) 207.00			Tractor Rear Axle:	8,756
Axle to Frame	(AF) 59.00				
Axle to Back Cab	(ABC) 62				
Cab to Axle	(CA) 145				
Usable CA	145				
CA Reduction Adjustment	0				
Fuel-Diesel(Gals)	200				
DEF(Gals)	10				

Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	13						

Loads	
Payload Weight:	0
Driver:	250
Fuel-Diesel(Lbs):	1,420
DEF(Lbs):	86

Weight Distribution	
Total Front Axle:	11,612
Total Rear Axle:	9,445
Total Weight:	21,057

Weights and clearances in this proposal are estimates only. Neither Caterpillar nor its suppliers are liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.



Weight Summary

July 24, 2015

2016 660S SBA 6x4 (CF7AA)

Weight Distribution

All weights are represented in lbs.

Truck		
Front	Rear	Total

Chassis Weight

Chassis Weight:	10,544	8,756	19,300
Fuel:	837	583	1,420
DEF:	43	43	86
Empty Body:	0	1	1
(Curb Weight):	11,424	9,383	20,807

Loads

Payloads:	0	0	0
Driver:	188	62	250
Axle Totals (Gross Weight):	11,612	9,445	21,057

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	19,840	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (60")

Wheel Combination	Load	Limit
1 - 3	21,057	50,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 65,220 - Gross Vehicle Weight(GVW) 21,057 = 44,163 Reserves

Weight Summary

* Distributed weights are within capacity limits

TOTAL TRUCK & TRAILER, LLC

Sales Order

Date S.O. No

7/24/2015 11565

P O Box 720660
Norman, OK 73070
Voice: (405)329-3765
Fax: (405)329-8583
Ship To

Name / Address

Holt Cat
415 N Walton Walker Blvd Irving, TX 75061

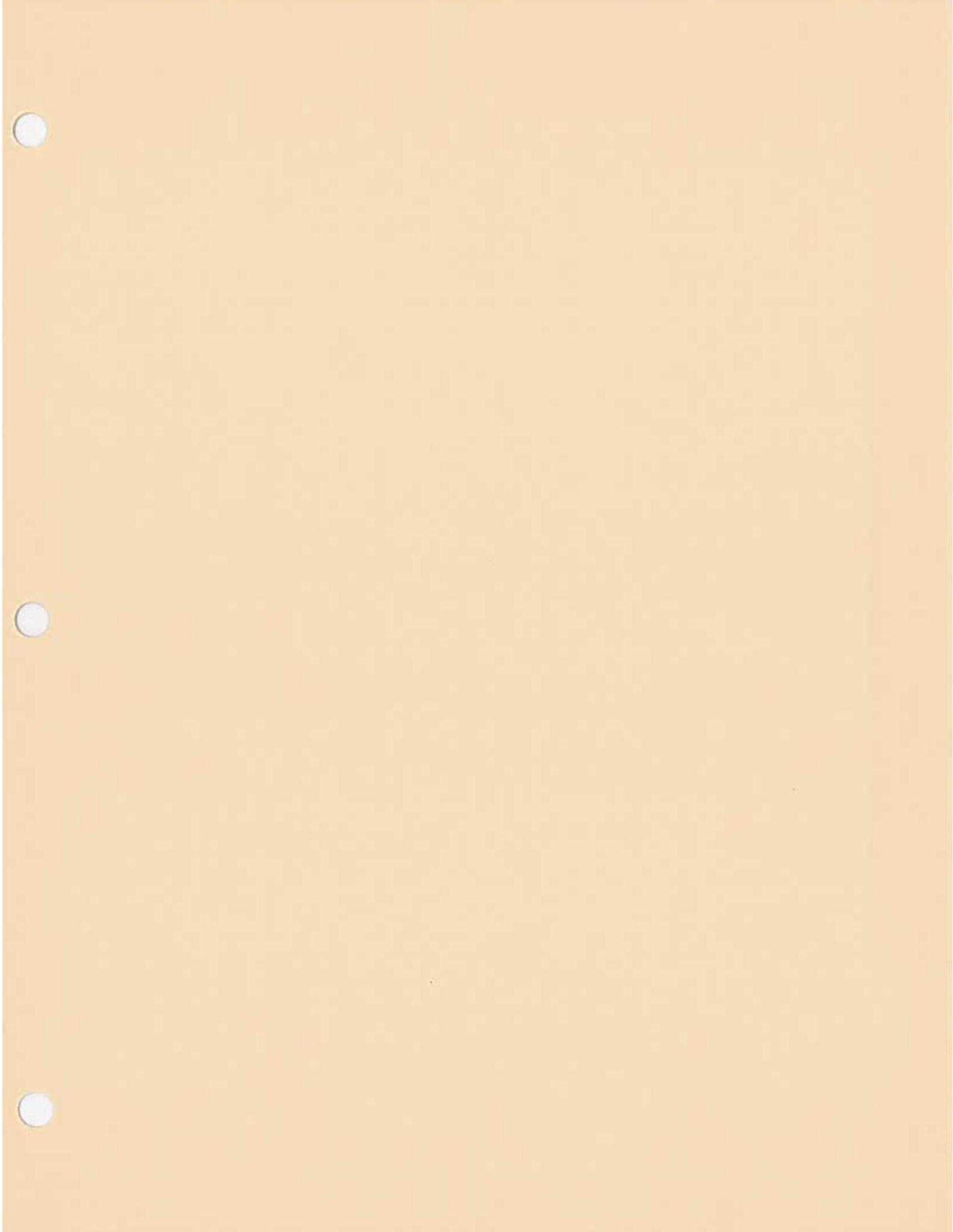
Item	Description	P.O. No	Ship Via	Ship Date	Rep	Other
				Ordered	Rate	Amount
Henderson	15' Henderson Demolition Dump Body - Tub Style Body 3-16 AR 46" Floor Material 3/16 AR 400 Side and Headsheet Material 3-16 AR 400 Tailgate with Triple Horizontal Bracing Hi-Lift Tailgate with air over air controls 1-2 Cabshield Standard Lighting Pkg 9 Fenders Telescopic Trunion Mount Hoist with Internal Doghouse Hoist Rating 25.8 Ton Class 90 NTEA Rating Complete Installed Painted White 13" Bolt on Asphalt Apron Pintle Plate with Pintle Hook / Air Brake Hook up / Hydraulic Hook up for Spreader / Chipper Bar Electric Tarp System with Mesh Tarp Certified Power Pedestal Mount Digital Controls Dump Bed - Snow Plow / Spreader 30Gal Side Mount Hyd. Reservoir / Body Control Valve Hoses / Fittings / Hyd. Fluid Ladder Mounted on passenger side of Body Patches Mounted on Body 2 Blue and 2 Amber Side Reflectors (2 per side) mounted on cab protector 1 Blue and 2 Amber Marker Lights (2 per side)			7/24/2015	DP	

SALES Rep

Date

Customer

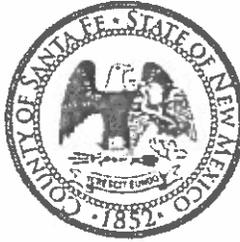
Date



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 26, 2015

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

VIA: Katherine Miller, County Manager
Jeffrey Trujillo, SFC ASD Director
Adam Leigland, Public Works Director

ITEM AND ISSUE: *BCC Meeting September 8, 2015*

Request Approval for a Waiver from Section 1 of Ordinance No. 2012-5 to Purchase Two (2) Tractor Trailer Trucks in the Amount of \$292,406.00 Utilizing the Houston Galveston Area Council Cooperative Purchase Agreement and Grant Signature Authority to the County Manager to Sign the Purchase Order and Any Other Purchasing Documentation.
(Purchasing/Bill Taylor)

SUMMARY:

Santa Fe County Ordinance 2012-5, Section 1- Outside Contracts states,..."*In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves.*" This waiver will expedite the purchase of 2 tractor trailer trucks for the Public Works, Solid Waste Section.

BACKGROUND AND DISCUSSION

The Public Works Department was allocated funding from the County capital package to purchase 2 tractor trailers this fiscal year for the new Jacona Collection Center. Utilizing the Houston Galveston Area Council (HGAC) Cooperative purchase agreement will expedite the acquisition of these trucks by at least 6 months.

ACTION REQUESTED:

The Purchasing Division requests a waiver from Section 1 of Ordinance No. 2012-5 to purchase 2 tractor trailers for a total of \$292,406.00 utilizing the HGAC purchase agreement and grant signature authority to the County Manager to execute the Purchase Order and all other purchasing documentation.

PURCHASE REQUISITION NBR: 0000161497

STATUS: INSUFFICIENT FUNDS
REASON: TRACTOR TRAILER FOR THE JACONA COLLECTION CENTER

DATE: 7/24/15

REQUISITION BY: JBLEA
SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN
SUGGESTED VENDOR: 21437 HOLT CNT

DELIVER BY DATE: 6/30/16

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER	
1	OLIVAR BARELA IS REQUESTING TRACTOR TRAILERS FOR THE NEW JACONA COLLECTION CENTER. CT660L-LTA TRACTOR CONVENTIONAL CAB, TRA, 122"BBC BASE PRICE @ \$111,144.00*2=\$222,288.00 TRADE IN/SPECIAL DISCOUNTS & OTHER ALLOWANCES @ (-\$32,460) = \$189,828 COMMODITY: MISC SUBCOMMOD: MISC	189828.00	EA	1.0000	189828.00	
2	PUBLISHED CHASSIS OPTIONS @ \$22,184.00*2=\$44,368.00 COMMODITY: MISC SUBCOMMOD: MISC	44368.00	EA	1.0000	44368.00	
3	PUBLISHED ALLIED OPTIONS @ \$7,507.00*2=\$15,014.00 COMMODITY: MISC SUBCOMMOD: MISC	15014.00	EA	1.0000	15014.00	
4	UNPUBLISHED OPTIONS @ \$21,298.00*2=\$42,596.00 COMMODITY: MISC SUBCOMMOD: MISC	42596.00	EA	1.0000	42596.00	
5	HGAC ORDER PROCESSING CHARGE @ \$600 COMMODITY: MISC SUBCOMMOD: MISC	600.00	EA	1.0000	600.00	
REQUISITION TOTAL:				292406.00		

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	10106054438009		100.00
2	10106054438009		44368.00
3	10106054438009		15014.00
4	10106054438009		42596.00
5	10106054438009		600.00
			292406.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.

Requested By: JBLEA Date: 7-28-15

Directed by: JBLEA Date: 7-28-15

Director Approval & Verification
that all signatures are accounted for & approval for processing



Holt CAT Truck Centers / Irving
 415 N. Walton Walker Blvd.
 Irving, Texas 75061-8707
 Mark S. Mims
 214-596-7571

HGAC Contract HT 06-14 Sales Order

Santa Fe County New Mexico
 PO Box 276
 Santa Fe, NM. 87504
 Mr. Olivar Barela
 Mr. Les Francisco

July 21, 2015

VEHICLE: CAT CT660L Tractor: Proposal 150-01 for new Transfer Tractor

Make CAT Model CT660-122 Year 2013 Stock Number TBD ARO

To be delivered on or about From Stock

	Quantity <u>2</u>	Total
Truck Price Per Unit	\$145,903.00	\$291,806.00
Optional Equipment (Incl.)	See Notes	
HGAC Processing Fee	\$300.00	\$600.00
Net Sales Price	\$146,203.00	\$292,406.00
Sub-Total Sales Price	\$146,203.00	\$292,406.00
Trade Allowance:	\$0.00	\$0.00
Total Sales Price:	\$146,203.00	\$292,406.00

Sales Representative  Mark S. Mims
 signature name

Prepared By  Mark S. Mims
 signature name

Purchaser _____ printed name
 signature date

 title

Pub Chassis Options

Published Options Work Sheet:					
\$22,184					
Chassis	Selected Option	Option Code	Option Description	Retail	Price for Bid
B1, B2, B3, B4, B5, B6, B7 as applicable	1	1616	FRAME RAILS WITH TAHERED REAR,	\$78	\$78
B1, B2, B3, B4, B5, B6, B7 as applicable	1	4092	BRAKE SYSTEM, AIR, Dual System for Tractor Applications	\$298	\$298
B1, B2, B3, B4, B5, B6, B7 as applicable	1	4808	HOSE TENDER, Slide Bar With Single Spring Bracket; Bar Extended 4 0" From Cab	\$123	\$123
B1, B2, B3, B4, B5, B6, B7 as applicable	1	10631	PAINT IDENTITY, PT-2. Single Color, Instruction No. 931. Frame/Running Gear & Fuel Tank (Aluminum Tank Will Not Be Painted)	\$65	\$65
B1, B2, B3, B4, B5, B6, B7 as applicable	1	12864	BLOCK HEATER, ENGINE, (Phillips) 120 Volt/1500 Watt	\$86	\$86
B1, B2, B3, B4, B5, B6, B7 as applicable	1	14899	SUSPENSION AIR CONTROL VALVE, Pressure Release Control In Cab	\$146	\$146
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0001VAN	TOW PIN, FRONT, Heavy Duty	\$1,501	\$1,501
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0004AAB	BRAKE CHAMBERS, ADDITIONAL. (2) (Haldex) Spring Brake Type; 30/30	\$197	\$197
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0004ETE	BRAKE CHAMBERS, FRONT AXLE, (Haldex) 24	\$12	\$12
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0004NDH	BRAKES, REAR, AIR CAM, S-Cam; 16.5" x 8.625" Includes 30/30 Sq.in. Long Stroke Brake Chambers and Spring Actuated Parking Brake	\$199	\$199
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007WBA	TAIL PIPE, (1) Turnback Type, Bright, for Single Exhaust	\$84	\$84
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007WBS	MUFFLER/TAIL PIPE GUARD. (1) Bright Stainless Steel	\$119	\$119
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0007WZY	SWITCH, FOR EXHAUST, 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position	\$43	\$43
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008MML	BATTERY SYSTEM, (Caterpillar) (4) 12 Volt 2840CCA Total	\$183	\$183
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008TKB	STOP, TURN, TAIL & B/U LIGHTS, (Truck Lite) Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup Lights, With Power Module, "International" Termination and Less Junction Box	\$185	\$185

Pub Chassis Options

B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008WBW	JUMP START STUD, Remote Mounted	\$150	\$150
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008WDG	BACK-UP ALARM, (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA	\$189	\$189
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008XAH	CIRCUIT BREAKERS, Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$89	\$89
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0008XCC	TOGGLE SWITCH, AUXILIARY, (2) with Two 20-Amp Fuses/Circuit Breakers	\$67	\$67
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0009HAN	INSULATION, UNDER HOOD, for Sound Abatement	\$144	\$144
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0009HBN	INSULATION, SPLASH PANELS, for Sound Abatement	\$65	\$65
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0010WPR	MUD FLAP HOLDER, Spring Loaded, Painted Black; With Red and White Reflective Tape; Less Flaps	\$71	\$71
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0010WPY	MUD FLAPS, REAR, Black Rubber, Anti-Sail Less Logo; Less Holders	\$63	\$63
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0011WAE	GREASE FITTINGS, Remote; for Clutch Cross Shaft	\$30	\$30
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012UNJ	FEDERAL EMISSIONS, EPA, OBD and GHG Certified for Calendar Year 2014; CT13 Engines	\$8,000	\$8,000
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012WBR	FAN OVERRIDE, Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	\$28	\$28
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0012WBX	ENGINE CONTROL, REMOTE MOUNTED, for PTO with CT 11,13 & 15 Engines	\$79	\$79
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013GHS	TRANSMISSION, MANUAL, (Fuller FRO- 16210C) 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump	\$1,094	\$1,094
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WGJ	OIL COOLER, MANUAL TRANSMISSION, Water to Oil Type Included In Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)	\$212	\$212
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WLB	TRANSMISSION OIL, (EmGard 50W) Synthetic; 22 thru 33.99 Pints	\$101	\$101
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0013WVD	PTO CONTROL, DASH MOUNTED, For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	\$54	\$54
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014GVY	AXLE, REAR, TANDEM, (Meritor MT-40-14X- 4DFR) Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends	-\$160	-\$160
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014UKZ	SUSPENSION, REAR, AIR, TANDEM, (Hendrickson HAS-402-55) 55" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted In Standard Location	\$169	\$169

Pub Chassis Options

B1, B2, B3, B4, B5, B6, B7 as applicable	1	0014WLD	AXLE, REAR, LUBE. (EmGard 75W-90) Synthetic Oil; 50 thru 64.99 Pints	\$154	\$154
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0015DWT	FUEL TANK, (2) Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab	\$1,637	\$1,637
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016HGL	GAUGE, OIL TEMP, REAR AXLE,	\$85	\$85
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016HGN	GAUGE, AIR APPLICATION,	\$66	\$66
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016JPD	SEAT, DRIVER, (National 2000 Model 195) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	\$100	\$100
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016RAN	SEAT, PASSENGER, (National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	\$500	\$500
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016SKV	MIRRORS, (2) (Lang Mekra) Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets & Arms	\$139	\$139
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016UZJ	STORAGE, CAB INTERIOR, Storage Pocket, Located on Back Wall Between Driver and Passenger Seats	\$19	\$19
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0018WBX	SEAT BELT, All Belting Must Be Orange	\$38	\$38
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016WHJ	HOSE CLAMPS, HEATER HOSE, (Breeze) Belleville Washer Type	\$24	\$24
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016WKS	WINDSHIELD, Two Piece	\$180	\$180
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0016ZDV	GRAB HANDLE, Exterior; Towel Bar Type in Lieu Of Non-Bright Grab Handles; for use with Cab/Frame or Cab/Frame/Sleeper Non-Bright Access, Without Chassis Skirts	\$47	\$47
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0027DMK	WHEELS, FRONT, DISC; 24.5" Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	\$521	\$521
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0028DMK	WHEELS, REAR, DUAL DISC; 24.5" Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	\$1,974	\$1,974
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0029WAP	WHEEL GUARDS, FRONT, (Accuride) for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$10	\$10
B1, B2, B3, B4, B5, B6, B7 as applicable	1	0029WLA	WHEEL BEARING, FRONT, LUBE, (EmGard 50W) Synthetic Oil	\$22	\$22
B1, B2, B3, B4, B5, B6, B7 as applicable	4	7384225415	TIRE, FRONT, 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16 ply	\$138	\$552
B1, B2, B3, B4, B5, B6, B7 as applicable	8	7382130121	TIRE, REAR, 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range H, 16 ply	\$294	\$2,352

Published Options Work Sheet:
\$7,507

Chassis	Product	Vendor	Option Code	Option Code	Selected Option	Retail	Price on Bid
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 2- Line 50 Gallon Wet Kit / Hydraulic System w/ Manual Trans.	489XLAHXJ3XK x2	Holt 2- Line 50 Gallon Wet Kit / Hydraulic System	\$5,135	\$5,135
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 1- Line 50 Gallon Wet Kit / Hydraulic System w/ Manual Trans.	489XLAHXJ3XK x1	Holt 1- Line 50 Gallon Wet Kit / Hydraulic System	\$4,838	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 2- Line 50 Gallon Wet Kit / Hydraulic System Hot Shift PTO / Pump for CAT CX31 Auto. Trans.	4221724 x2	Holt 2- Line Hot Shift PTO / Pump for CAT CX31 Auto. Trans.	\$6,260	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Holt CAT	Holt 1- Line 50 Gallon Wet Kit / Hydraulic System Hot Shift PTO / Pump for CAT CX31 Auto. Trans.	4221724 x1	Holt 1- Line Hot Shift PTO / Pump for CAT CX31 Auto. Trans.	\$5,960	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Full Head Ache Rack: View Window, 2- Chain Rack & Chain Tray	317369C-0003 & 325	Full Head Ache Rack: View Window, 2 Chain Rack & Chain Tray	\$1,642	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Full Head Ache Rack: View Window	317369 & 325	Full Head Ache Rack: View Window	\$1,275	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Merritt Half Tandem / Single Radius w/ Brackets. 1 Set required per Axle	5010-2, 568, 576	Merritt Half Tandem / Single Radius w/ Brackets. 1 Set required per Axle	\$1,341	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Merrit	Minimizer TT TwinFender w/ Brackets. 1 Set required per Axle	Min2260DPD & B100DTPA	Minimizer TT TwinFender w/ Brackets. 1 Set required per Axle	\$2,020	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Minimizer	Minimizer 1/2 Horse Fender w/ Brackets. 1 Set required per Axle	Min4050DPB & B4850BTPA	Minimizer 1/2 Horse Fender w/ Brackets. 1 Set required per Axle	\$1,186	\$2,372

B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Minimizer	Minimizer 1/4 Fender w/ Brackets.	Min 1400B	Minimizer 1/4 Round Fender w/ Brackets. 1 Set required per Axle		\$212	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chalin	13.5K# Non-Steer Lift Axle with Steel Wheels & Tires	13.5K# Non-Steer Lift Axle with Steel Wheels & Tires	13.5K# Non-Steer Lift Axle with Steel Wheels & Tires		\$7,725	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chalin	13.5K# Steerable Lift Axle with Steel Wheels & Tires	13.5K# Steerable Lift Axle with Steel Wheels & Tires	13.5K# Steerable Lift Axle with Steel Wheels & Tires		\$9,725	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chalin	22K# Non-Steer Lift Axle with Steel Wheels & Tires	22K# Non-Steer Lift Axle with Steel Wheels & Tires	22K# Non-Steer Lift Axle with Steel Wheels & Tires		\$8,850	\$0
B1, B2, B3, B4, B5, B6, B7	Truck & Tractor Rigging / Completion	Watson Chalin	22K# Steerable Lift Axle with Steel Wheels & Tires	22K# Steerable Lift Axle with Steel Wheels & Tires	22K# Steerable Lift Axle with Steel Wheels & Tires		\$10,950	\$0

Additional Vehicle and Accessories Description

Purchaser Signature approves attached 150-01 Model Profile, Vehicle Specifications and Weight Summary dated 8/15/2012 and HGAC C-4 Contract Pricing Worksheet dated 01/07/2015.

Includes delivery Santa Fe County, NM.

Packaged as detailed in attached HGAC Contract details.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs

ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

Dealer Account: E140
Telephone:
Type:
Region: 652
Vehicle ID:

Dealer Order No: 000486

Customer PO No:

Order Details

Model: CF7AB
Proposal No: 000541
Reference ID: STK CT15

Description: CT660L SBA 6x4
Order Qty: 1

Shipping Information

Movement	Destination	At Carrier	Paired	Decked	Dispatched	Delivered
1st	GAPTSC - PLANT PDI					
Final	HOLT TEXAS LTD. 549 JIM WRIGHT FWY N FORT WORTH, TX 761081447					

Market/Application/Mission

Country Of Use: UNITED STATES
Market: USA
Vehicle Type: TRACTOR
Application Family: On/Off Highway Tractors

Application Name: On-Off Highway Tractor - General
GVWR(Calc): 53200
GCWR: 80000
Start/Grade Ability: 29.20% / 1.88% @ 55 MPH

Dimensions

Wheelbase: 207.0
Axle To Frame(AF): 65.0

Rear Axle Ratio(s): 4.11
Front Axle Ratio(s):

Feature Information

0001CDH FRAME RAILS , Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mmx 85.6mm x 9.5mm); 543.0" (13793mm) Maximum OAL
0001LBC BUMPER, FRONT , Multi-piece Stainless Steel
0001VAN TOW PIN, FRONT , Heavy Duty
0001WVX WHEELBASE RANGE , 181" (460cm) Through and Including 234" (595cm)
0001816 FRAME RAILS WITH TAPERED REAR ,
0002ASG AXLE, FRONT NON-DRIVING , {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
0003ACH SUSPENSION, FRONT, SPRING , Multileaf, Shackle Type; 14,000-lb Capacity; With Shock Absorbers
0004AAB BRAKE CHAMBERS, ADDITIONAL , (2) {Haldex} Spring Brake Type; 30/30 Sqli
0004AZA AIR BRAKE ABS , {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
0004EBS AIR DRYER , {Bendix AD-9} With Heater
0004ETE BRAKE CHAMBERS, FRONT AXLE , {Haldex} 24 Sqli
0004EVL BRAKE CHAMBERS, REAR AXLE , {Haldex GC3030LHDHO} 30/30 Spring Brake
0004NDH BRAKES, REAR, AIR CAM , S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
0004SBM AIR COMPRESSOR , {Bendix BA-921} 15.7 CFM Capacity
0004092 BRAKE SYSTEM, AIR , Dual System for Tractor Applications
0004196 BRAKES, FRONT, AIR CAM , 16.5" x 5", Includes 24 Sqli Long Stroke Brake Chambers
0004732 DRAIN VALVE , {Berg} Manual; With Pull Chain, for Air Tank
0004808 HOSE TENDER , Slide Bar With Single Spring Bracket; Bar Extended 4.0" From Cab

ORDER CONTENT

Job Number : 353385

HOLT TEXAS LTD.

- 0005PSA STEERING GEAR , {Sheppard M-100} Power
- 0005WBH STEERING WHEEL , {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped
- 0005710 STEERING COLUMN , Tilting and Telescoping
- 0007BDS EXHAUST SYSTEM , Single, Vertical Aftertreatment Device Frame Mounted Right Side; Includes Vertical Tail Pipe & Guard
- 0007SDH ENGINE COMPRESSION BRAKE , {Jacobs} for CT 15 Engines, with Selector Switch and On/OFF Switch
- 0007WBA TAIL PIPE , (1) Tumbuck Type, Bright, for Single Exhaust
- 0007WBS MUFFLER/TAIL PIPE GUARD , (1) Bright Stainless Steel
- 0007WZY SWITCH, FOR EXHAUST , 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position
- 0008GGN ALTERNATOR , {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
- 0008MML BATTERY SYSTEM , {Caterpillar} (4) 12 Volt 2840CCA Total
- 0008RKW ANTENNA BASE , (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Leads, With CB Antenna Mounted on Right Mirror and AM/FM Antenna Mounted on Left Mirror
- 0008RKX RADIO , Red Display, AM/FM/CD/WB/Clock with Alarm, Front & Rear Aux Input, USB Input, iPod Command and Control, With Multiple Speakers
- 0008TKB STOP, TURN, TAIL & B/U LIGHTS , {Truck Lite} Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module, "International" Termination and Less Junction Box
- 0008TSW BATTERY BOX , Aluminum with Aluminum Cover, 18" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Back of Cab
- 0008WBW JUMP START STUD , Remote Mounted
- 0008WCK POWER SOURCE, TERMINAL TYPE , 2-Post
- 0008WDG BACK-UP ALARM , {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
- 0008WEZ TURN SIGNAL SWITCH , Self-Canceling
- 0008WNH RUNNING LIGHT , (2) Daytime
- 0008WXG STARTING MOTOR , {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
- 0008XAH CIRCUIT BREAKERS , Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
- 0008XCC TOGGLE SWITCH, AUXILIARY , (2) with Two 20-Amp Fuses/Circuit Breakers
- 0008000 ELECTRICAL SYSTEM , 12-Volt, Standard Equipment
- 0008653 HORN, AIR , Single, Located Under Cab
- 0008718 POWER SOURCE , Cigar Type Receptacle without Plug and Cord
- 0009ASE FRONT END , Tiling Composite
- 0009HAN INSULATION, UNDER HOOD , for Sound Abatement
- 0009HBN INSULATION, SPLASH PANELS , for Sound Abatement
- 0010GCJ FIFTH WHEEL, AIR SLIDE , {Fontaine SL7ATB875024} 24" Slide, Cast Top Plate, 8.75" Above Top of Frame; Left Side Release
- 0010UAB VEHICLE REGISTRATION IDENTITY , ID for US States EXCLUDING: California, Connecticut, Delaware, Georgia, Maine, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania
- 0010WPR MUD FLAP HOLDER , Spring Loaded, Painted Black; With Red and White Reflective Tape; Less Flaps
- 0010WPY MUD FLAPS, REAR , Black Rubber, Anti-Sail Less Logo; Less Holders
- 0010060 PAINT SCHEMATIC, PT-1 , Single Color, Design 100
- 0010210 LABEL , Emissions, Fuel Economy and Noise.
- 0010631 PAINT IDENTITY, PT-2 , Single Color, Instruction No. 931. Frame/Running Gear & Fuel Tank (Aluminum Tank Will Not Be Painted)
- 0010761 PAINT TYPE , Base Coat/Clear Coat, 1-2 Tone
- 0010769 PAINT CLASS , Premium Color
- 0011MGZ CLUTCH , (Eaton Fuller Easy-Pedal Advantage) Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
- 0011WAE GREASE FITTINGS , Remote; for Clutch Cross Shaft
- 0012KXC ENGINE, DIESEL , {CT 15} EPA 10, 500 HP @ 1600 RPM, 1650 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 500 Peak HP (Max)
- 0012THT FAN DRIVE , {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
- 0012UCJ RADIATOR , Aluminum; Front to Back, Over Under CAC, and 3 Row HTR, Cross Flow HTR System, 1380 SqIn HTR, 350 SqIn CAC, 825 SqIn LTR
- 0012VBT AIR CLEANER , Single Element, Heavy Duty

ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

- 0012VEE FEDERAL EMISSIONS , for 2010; CT 15 Engines
- 0012WBR FAN OVERRIDE , Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
- 0012WCX HOSE CLAMPS, RADIATOR HOSES , {Gates} Shrink Band Type
- 0012WEG COLD STARTING EQUIPMENT , Automatic; With Engine ECM Control
- 0012WTA FAN DRIVE SPECIAL EFFECTS , Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
- 0012WZE EMISSION COMPLIANCE , Federal, Does Not Comply With California Clean Air Idle Regulations
- 0012864 BLOCK HEATER, ENGINE , {Phillips} 120 Vol/1500 Watt
- 0013GHS TRANSMISSION, MANUAL , {Fuller FRO-16210C} 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump
- 0013WGJ OIL COOLER,MANUAL TRANSMISSION , Water to Oil Type Included In Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
- 0013WLB TRANSMISSION OIL , {EmGard 50W} Synthetic; 22 thru 33.99 Pints
- 0013WVD PTO CONTROL, DASH MOUNTED , For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired forPTO
- 0014GVY AXLE, REAR, TANDEM , {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends
- 0014UKZ SUSPENSION, REAR, AIR, TANDEM , {Hendrickson HAS-402-55} 55" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height,With Shock Absorbers Mounted in Standard Location
- 0014WLD AXLE, REAR, LUBE , {EmGard 75W-90} Synthetic Oil; 50 thru 64.99 Pints
- 0014899 SUSPENSION AIR CONTROL VALVE , Pressure Release Control In Cab
- 0015DWT FUEL TANK , (2) Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab
- 0015LKU FUEL/WATER SEPARATOR , {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
- 0016HBA GAUGE CLUSTER , English With English Electronic Speedometer
- 0016HGL GAUGE, OIL TEMP, REAR AXLE ,
- 0016HGN GAUGE, AIR APPLICATION ,
- 0016JPD SEAT, DRIVER , {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
- 0016RAN SEAT, PASSENGER , {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust
- 0016SKV MIRRORS , (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets & Arms
- 0016UZJ STORAGE, CAB INTERIOR , Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
- 0016VFT HEATER, ENHANCED CIRCULATION , {Bergstrom} Control, for Extreme Cold Weather Climates
- 0016VJ CAB INTERIOR TRIM , Premium Level; for Caterpillar, Day Cab
- 0016VZA WINDOW, REAR , 52.25" Wide
- 0016WAK WINDOW, POWER , (2) in Left and Right Doors
- 0016WBX SEAT BELT , All Belting Must Be Orange
- 0016WHJ HOSE CLAMPS, HEATER HOSE , {Breeze} Belleville Washer Type
- 0016WJG CAB DOOR LOCKS , Power
- 0016WKB AIR CONDITIONER , {International Blend-Air} With Integral Heater & Defroster
- 0016WKS WINDSHIELD , Two Piece
- 0016WLD CAB REAR SUSPENSION , {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
- 0016XWD SUNSHADE, EXTERIOR , Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
- 0016ZDV GRAB HANDLE , Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab/Frame or Cab/Frame/Sleeper Non-Bright Access, Without Chassis Skirts
- 0016ZGW ACCESS, FRAME , {Bustin} Step Mounted Left Side, With One Deck Plate and Grab Handle
- 0016000 FLOOR COVERING , Transmission Cover, Floor Mats and Seal
- 0016031 CAB , Conventional
- 0027DMK WHEELS, FRONT , DISC; 24.5" Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
- 0028DMK WHEELS, REAR , DUAL DISC; 24.5" Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

0029WAP WHEEL GUARDS, FRONT , {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted
Between Hub and Wheel
0029WLA WHEEL BEARING, FRONT, LUBE , {EmGard 50W} Synthetic Oil
0810000 FIFTH WHEEL LOCATION , On Rear Axle Centerline

Tires

07374225401 (8) TIRES, REAR 11R24.5 HDL ECO PLUS (CONTINENTAL) 470 rev/mile, load range G, 14 ply
07384225415 (2) TIRES, FRONT 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range H, 16 ply

Paint

CAB Schematic: 100KU S 2570 viper red (Prem)
CHASSIS Schematic: 931KU F 0001 canyon black (Std)

Parameters

0012KXC ENGINE, DIESEL , {CT 15} EPA 10, 500 HP @ 1600 RPM, 1650 lb-ft Torque @ 1000 RPM, 2100 RPM Governed
Speed, 500 Peak HP (Max)
VS Lim Decrease - Penalty Lvl:7929 -2 MPH
Auxillary Shutdown Input Type:9931 0
AESC Activate at Preset Speed:7528 0
AESC Control to Engine Load:7530 0
AESC Control w/Auto Start/Stop:7500 0
AESC Control:7500 0
AESC Force Fan On:9007 0
AESC In-cab Operator Interface:7503 0
AESC Remote Accel Pedal Enable:7504 0
AESC Remote Accel Pedal Switch:8914 0
AESC Splitshaft Veh SPD Dsply:9307 0
AESC Transfer Case Signal Mode:8910 0
Customer Unit Number:6605 0
Driver Reward Enable:7918 0
Driver Reward Performance Crit:7925 0
Gear Down Protection Enable:7714 0
Idle Shutdown Mode w/Auto S/S:7400 0
Idle Shutdown Mode:7400 0
ISD Ambient Temp Override En:7408 0
ISD Int Amb Temp Enable:7405 0
ISD Latched Driver Override En:7407 0
Powertrain Protection Enable:7722 0
Preset Remote AESC Input Type:9932 0
Progressive Shift Enable:7744 0
Service Interval Enable 0
Torque Limiting in Gear:7717 0
Variable Remote AESC Input:9933 0
Veh Speed Sensor Antitampering:7905 0
Vehicle Over-speed Indicator:7754 0
Vehicle Speed Limiter Override:7911 0
Fuel Used Service Interval:9501 0 GALLONS
Engine Hour Service Interval:9502 0 HOURS
Veh Distance Service Interval:9503 0 MILES
VS Lim Increase - Expected Lvl:7926 0 MPH
Idle Spd Adjust - Max Eng Spd:8212 0.0 RPM
Min Gear Ratio for ProShift:7755 0.50
Customer Password:8700 00000000
AESC Accel Pedal Mode:7513 1

ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

AESC Disable w/ Brake Pedal:7511	1
AESC Disable w/ Clutch Pedal:7510	1
AESC Park Brake Override:7534	1
Cruise Control Enable:7600	1
Engine Protection Mode:7700	1
Hard Braking Incident Counter:8904	1
Idle Speed Adjustment Enable:8215	1
Rem Accelerator Position Input:9935	1
Rem Accelerator Switch Input:9929	1
VSLO Time Duration Source:7934	1
High Gear Ratio Break Point:7743	1.643500000
% Idle Time - Excellent Level:7922	10 %
VSLO Speed Increment:7912	10 MPH
AESC Ramp Down Rate:7524	100.00 RPM/SEC
AESC Ramp Up Rate:7507	100.00 RPM/SEC
AESC Max Engine Load:7519	100.0000 %
AESC Preset Engine Speed 3:7514	1000.0 RPM
AESC Preset Engine Speed 4:7515	1100.0 RPM
AESC Preset Engine Speed 5:7516	1200.0 RPM
VSS Anti-Tamper Max Eng Speed:7901	1263.1 RPM
AESC Preset Engine Speed 6:7517	1300.0 RPM
ISD Int Amb Temp Override:7406	15.0 C
ISD Time w/Park Brk Released:7401	15.0 MIN
AESC Eng Spd Limit w/VSS Fault:7518	1500 RPM
AESC Max Eng Spd w/AutoStart/S:7508	1500.0 RPM
AESC Max Engine Speed:7508	1500.0 RPM
Low Gear Engine Speed Limit:7738	1550.0 RPM
IBB-ISD-ECT-MIN:7413	16.0 C
High Gear Engine Speed Limit:7739	1600.0 RPM
Max Torque in High Gear Range:7751	1650.0000 LB-FT
Max Torque in Int. Gear Range:7750	1650.0000 LB-FT
Max Torque in Low Gear Range:7713	1650.0000 LB-FT
Max Torque w/o Vehicle Speed:7712	1650.0000 LB-FT
% Idle Time - Good Level:7923	18 %
AESC Accel Max Eng Spd Ovr:7520	1900.0 RPM
AESC In-cab Mode:7502	2
AESC Incab Mode w/Auto Start/S:7502	2
Driver Reward Mode:7930	2
Highest Gear of Low Range:7718	2
VS Lim Increase - Good Lvl:7927	2 MPH
Highest Gear Rat of High Range:7747	2.00
ISD Max Ambient Temp Override:7402	20.0 C
High Gear Engine Speed Range:7741	200.0 RPM
Low Gear Engine Speed Range:7740	200.0 RPM
Maximum Standstill Eng Speed:7753	2100.0 RPM
% Idle Time - Expected Level:7924	25 %
Idle Spd Adjust Ramp Rate:8211	25 RPM/SEC
AESC Bump Up/Down Step:7525	25.0 RPM
CC Min Vehicle Speed:7603	25.0000 MPH
VSLO Maximum Activation Time:7914	30 MIN
Top Gr Minus 2 Light Ld VS Lim:7715	34 MPH
Top Gr Minus 2 Heavy Ld VS Lim:7735	37 MPH
Highest Gear of Int. Range:7748	4
VS Lim Increase - Excel Lvl:7928	4 MPH
Highest Gear Rat of Int. Range:7746	4.00
Top Gr Minus 1 Light Ld VS Lim:7716	46 MPH
AESC Max Mobile Veh Spd:7501	5 MPH

ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

ISD Min Ambient Temp Override:7403	5.0 C
ISD Time w/Park Brake Set:7404	5.0 MIN
Idle Spd Adjust - Bump Step:8216	5.0 RPM
Low Gear Ratio Break Point:7742	5.825000000
Top Gr Minus 1 Heavy Ld VS Lim:7736	51 MPH
Highest Gear of High Range:7749	6
Highest Gear Rat of Low Range:7745	6.00
Fuel Economy - Expected Level:7921	6.00 MPG
Fuel Economy - Good Level:7920	6.25 MPG
Fuel Economy - Excellent Level:7919	6.40 MPG
AESC Min Engine Speed:7522	600.0 RPM
Idle Engine Speed:8202	600.0 RPM
Hard Braking Decel Threshold:8905	7.40 MPH/SEC
AESC Max Engine Load Time:7527	8 SEC
VSLO Time Interval to Reset:7915	8.0 HOURS
ISD Idle Shutdown Max Eng Trq:7409	80 %
AESC Preset Engine Speed 1:7505	800.0 RPM
Max Accelerator Vehicle Speed:7902	88 MPH
CC Max Vehicle Speed:7604	88.6452 MPH
Service Soon Percent to Notify:9507	90 %
AESC Preset Engine Speed 2:7506	900.0 RPM
Veh Overspd Threshold Level 1:7723	93.645297 MPH
Veh Overspd Threshold Level 2:7724	95.645297 MPH

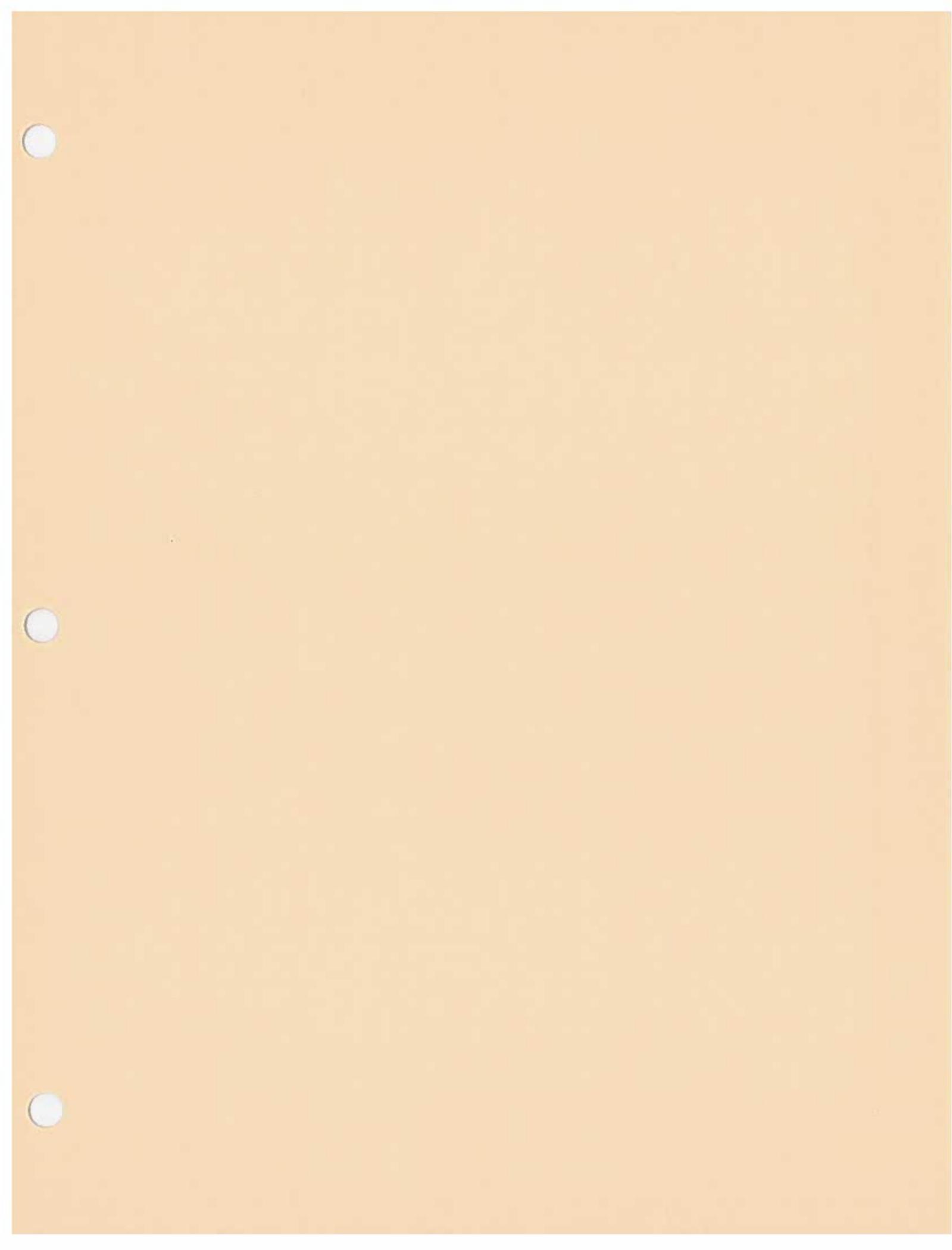
ORDER CONTENT

HOLT TEXAS LTD.

Job Number : 353385

Summary Of Changes Since Original Order

Modified	Action	Item Changed	Description
10/16/2012	DEL	Movement	2nd Movement: TSC/GARLAND- PREP & DELV (GAPTSC)
10/11/2012	CHG	Slot Date	OLD: 10-23-2012 NEW: 10-22-2012
10/9/2012	CHG	Slot Date	OLD: 10-22-2012 NEW: 10-23-2012
9/18/2012	CHG	Slot Date	OLD: 10-18-2012 NEW: 10-22-2012
9/18/2012	CHG	Slot Year/Week	OLD: 1248 NEW: 1249
9/11/2012	CHG	Slot Date	OLD: 10-17-2012 NEW: 10-18-2012
9/10/2012	CHG	Slot Date	OLD: 10-18-2012 NEW: 10-17-2012
9/5/2012	CHG	Slot Date	OLD: 10-24-2012 NEW: 10-18-2012
9/5/2012	CHG	Slot Year/Week	OLD: 1249 NEW: 1248
8/28/2012	CHG	Step 21	21-Fully Coded
8/28/2012	ADD	Tires	0417LTR0580 (1) - PROPSHAFT
8/28/2012	ADD	Tires	0425LTA1285 (1) - PROPSHAFT
8/28/2012	ADD	Tires	0425LTH0930 (1) - PROPSHAFT
8/20/2012	CHG	Slot Date	OLD: 10-11-2012 NEW: 10-24-2012
8/20/2012	CHG	Slot Date	OLD: 10-24-2012 NEW: 10-23-2012
8/20/2012	CHG	Slot Date	OLD: 10-23-2012 NEW: 10-24-2012
8/20/2012	CHG	Slot Year/Week	OLD: 1247 NEW: 1249
8/17/2012	CHG	Slot Date	OLD: 10-24-2012 NEW: 10-23-2012
8/17/2012	CHG	Slot Date	OLD: 10-23-2012 NEW: 10-24-2012
8/17/2012	CHG	Slot Date	OLD: 10-24-2012 NEW: 10-11-2012
8/17/2012	CHG	Slot Year/Week	OLD: 1249 NEW: 1247
8/16/2012	DEL	Feature	0008MMK - BATTERY SYSTEM , {Caterpillar} (3) 12 Volt 3000CCA Total
8/16/2012	ADD	Feature	0008MML - BATTERY SYSTEM , {Caterpillar} (4) 12 Volt 2840CCA Total
8/16/2012	CHG	Slot Date	OLD: 09-27-2012 NEW: 10-04-2012
8/16/2012	CHG	Slot Date	OLD: 10-04-2012 NEW: 10-24-2012
8/16/2012	CHG	Slot Year/Week	OLD: 1245 NEW: 1246
8/16/2012	CHG	Slot Year/Week	OLD: 1246 NEW: 1249
8/15/2012	CHG	Slot Date	OLD: 09-27-2012 NEW: 10-02-2012
8/15/2012	CHG	Slot Date	OLD: 10-02-2012 NEW: 09-27-2012
8/15/2012	CHG	Slot Year/Week	OLD: 1245 NEW: 1246
8/15/2012	CHG	Slot Year/Week	OLD: 1246 NEW: 1245
8/13/2012	CHG	Slot Date	OLD: 10-04-2012 NEW: 09-27-2012
8/13/2012	CHG	Slot Year/Week	OLD: 1246 NEW: 1245
8/10/2012	ADD	Feature	0010000 -
8/10/2012	ADD	Feature	0010210 - LABEL , Emissions, Fuel Economy and Noise.
8/10/2012	ADD	Feature	0016000 - FLOOR COVERING , Transmission Cover, Floor Mats and Seal
8/10/2012	CHG	Movement	1st Movement: OLD: TSC/GARLAND- PREP & DELV (GAPTSC) NEW: GAPTSC - PLANT PDI (GAPPDI)
8/10/2012	ADD	Movement	2nd Movement: TSC/GARLAND- PREP & DELV (GAPTSC)
8/10/2012	CHG	Slot Date	OLD: NEW: 10-04-2012
8/10/2012	CHG	Slot Year/Week	OLD: 1337 NEW: 1246



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

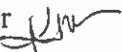
Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Carole H. Jaramillo, Finance Division Director 

Through: Katherine Miller 

Date: August 26, 2015

RE: Request Approval of a Order Imposing Tax Rates on the Net Taxable Value of Property Allocated to Governmental Units within Santa Fe County for the 2015 Tax Year (Finance Division/Carole Jaramillo)

ISSUE

The Finance Division is requesting that the Board of County Commissioners (BCC) issue a written order setting the Santa Fe County property tax rates on the net taxable value allocated to the appropriate governmental units for the 2015 Tax Year.

BACKGROUND

Pursuant to Section 7-38-33 NMSA 1978, each year the Secretary of the Department of Finance and Administration (DFA) issues a written order to set the property tax rates for all governmental units which share in the tax. DFA must issue this order on or before September 1 of each year.

Section 7-38-34 NMSA 1978 requires that *"Within five days of receipt of the property tax rate-setting order from the department of finance and administration, each board of county commissioners shall issue its written order imposing the tax at the rates set on the net taxable value of property allocated to the appropriate governmental units..."* These imposed rates are then to be used to bill property owners for the coming tax year which runs from November 1, 2015 to October 31, 2016.

The September 8, 2014 BCC meeting falls on the fifth business day (the statutory deadline) following the scheduled issuance of the property tax rate order by DFA, thus the rates will be brought forward for the BCC to issue its written order setting the property tax rates for the Tax Year beginning November 1, 2015.

ACTION REQUESTED

The Finance Division respectfully requests that the BCC issue a written order setting the property tax rates for the tax year 2015 pursuant to Section 7-38-34 NMSA 1978.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

**ORDER IMPOSING TAX RATES
ON THE NET TAXABLE VALUE OF
PROPERTY ALLOCATED TO
GOVERNMENTAL UNITS WITHIN SANTA FE
COUNTY FOR THE 2015 TAX YEAR**

THIS MATTER having come before the Board of County Commissioners (BCC) of Santa Fe County during its meeting of September 8, 2015, the BCC having received the certificate of property tax rates in mills from the New Mexico Department of Finance and Administration attached hereto as Exhibit A, and in conformance with the BCC's statutory obligation pursuant to Section 7-38-34 NMSA 1978.

IT IS NOW, THEREFORE, ORDERED that the property tax rates set by the New Mexico Department of Finance and Administration, attached to this Order as Exhibit A, are hereby imposed for the 2015 tax year on the net taxable value of property allocated to the appropriate governmental units within Santa Fe County.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2015.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SANTA FE**

Robert A. Anaya, Chairperson

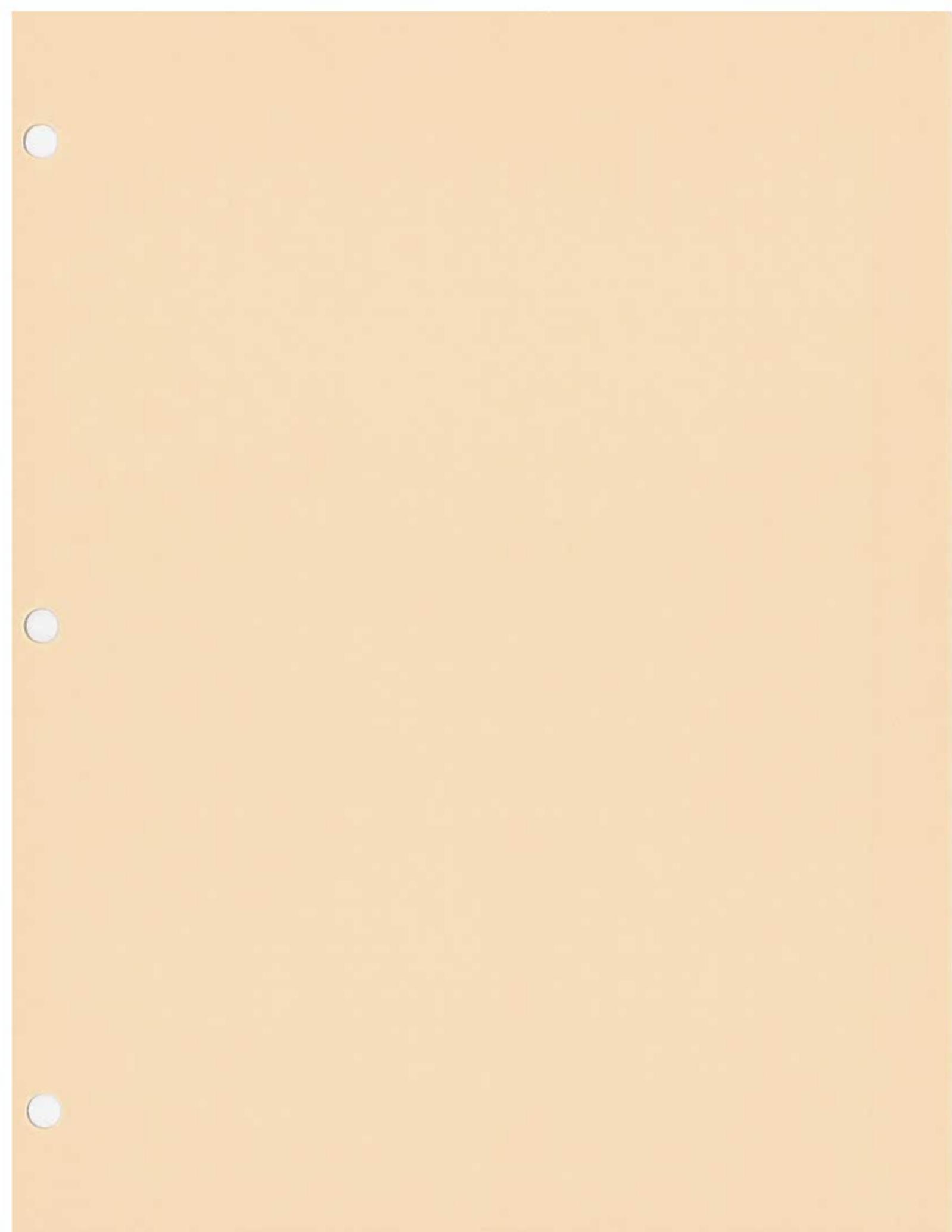
ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney





Office of the Santa Fe County Assessor

Gus Martinez, NMCA
County Assessor

MEMORANDUM

Date: August 26, 2015
To: The Board of County Commissioners
From: Gus Martinez, County Assessor
Via: Katherine Miller, County Manager *KM*
BCC Date: September 8, 2015

Item & Subject: Request Approval of an Amendment to Contract # 2015-0128-AO-BT With Pictometry International Corp. in the Amount of \$26,000, Increasing the Original Contract Amount Above the County Manager's Signature Authority For Change Finder Detection Software and Authorize the County Manager to Execute the Purchase Order and Any Supporting Purchasing Documentation. (Assessor Gus Martinez to discuss)

ISSUE:

In November 2015 the Santa Fe County Assessor's Office contracted with Pictometry International to provide digital ortho and oblique aerial photographs in the amount of \$248,748.88. The contract was procured as a Sole Source Procurement based on the three (3) inch Pixel capabilities of Pictometry. The original contract amount was within the County Manager's signature authority. This request increases the original contract amount above the \$250,000 threshold for County Manager authority and requires the Board of County Commissioners approval pursuant to County Resolution No. 2014-143.

New Mexico County Assessors are exclusively responsible for implementing a program of updating values of property for property taxation purposes on an annual basis in accordance with the Property Tax Code so that current and correct values of property are maintained. Assessor Gus Martinez is working to accomplish his goal of utilizing the most current technology for updating property values for property tax assessment purposes and reducing the need for additional new full time employees.

BACKGROUND:

In May, 2015 the new imagery for the most populated areas of Santa Fe County, including the city limits of Santa Fe, were delivered to the Assessor's Office. The intended purpose for the imagery is to visualize, measure, and evaluate structures for use in the assessment of residential and commercial real property, and manufactured homes. The imagery will benefit our office by utilizing the latest technology to accomplish our responsibilities more efficiently and when on site access is not possible. It is also beneficial to property owners since it provides a less intrusive approach to acquiring data needed for assessment purposes.



Office of the Santa Fe County Assessor

Gus Martinez, NMCA
County Assessor

The original contract (# 2015-0128-AO-BT) was finalized in November, 2014 and the products were delivered in May, 2015. The deliverables included: digital aerial images taken in April, 2015; software (Pictometry Connect) to utilize the images; and building outlines of all structures that are over 150 square feet.

The original goal for this project was to have photos taken in 2015, a new set taken in 2017, and compare the two years' images to discover changes. The intent was to purchase Pictometry's "change finder detection" software in 2017 along with delivery of the 2017 oblique aerial images. However, we were made aware that the change detection software will work with the 2014 digital aerial photos taken and purchased by the County GIS Department.

Comparing the 2014 aerial photos with the 2015 photos will afford our office the opportunity to begin our review process two years earlier, and become more current with our data. Purchasing and using the change detection software will provide a more efficient means to compare the two sets of photos. This software will analyze the building outlines from both sets of photos and create a work list for our staff to immediately begin reviewing, rather than having to discover the changes through a manual visual inspection. This process will be demonstrated for the BOCC during the September 8 meeting.

The oblique aerial imagery is an invaluable tool for our office and can be a tremendous benefit to property owners as well.

The imagery is also being shared with other vital county departments such as the Sheriff, Land Use, RECC, Fire Department, BOCC, and others that can utilize the images.

REQUEST ACTION:

The County Assessor requests the board's consideration and approval of an amendment to the contract with Pictometry International Corp and authorize the County Manager to execute the Purchase Order. The funds were requested and have been appropriated in the Assessor's current fiscal year re-appraisal budget in the amount of \$26,000.

PURCHASE REQUISITION NBR: 0000162220

REQUISITION BY: PJGRIEGO
STATUS: NEEDS ADDITIONAL INFO
REASON: SOFTWARE COMPONENT TO EXISTING DIGITAL OBLIQUE

SUGGESTED VENDOR: 22878 PICTOMETRY INTERNATIONAL CORP

SHIP TO LOCATION: COUNTY ASSESSOR'S OFFICE

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST
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1	REQUESTED BY GARY PEREZ. ADDITIONAL SOFTWARE COMPONENT TO THE EXISTING DIGITAL OBLIQUE AERIAL PHOTOGRAPHS FOR THE PURPOSE OF DETECTING CHANGES TO BUILDING STRUCTURES. THIS PRODUCT WILL PROVIDE A VALUABLE TOOL FOR DETECTING CHANGES TO STRUCTURES IN AN EFFICIENT AND COST EFFECTIVE MANNER BY REDUCING THE MAN HOURS IN THE FIELD BY THE ASSESSORS FIELD APPRAISERS. AMENDMENT TO CONTRACT #2015-0128-AO-BT. COMMODITY: SUBCOMMOD: MISC	26000.00	EA	1.0000	26000.00
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REQUISITION TOTAL: 26000.00

ACCOUNT INFORMATION

LINE # ACCOUNT 203-1111-413-8016 PROJECT %

REQUISITION IS IN THE CURRENT FISCAL YEAR.



Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

PROJECT QUOTE

Date	Order #
7/15/2015	C175687

Bill To
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

Ship To
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

Customer ID	Sales Rep	Frequency of Project
A117385	bgarcia	NA

Qty	Product Name	Product Description	List Price	Discount	Amount
73434	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry Imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.35		\$25,701.90
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$5,000.00	100%	\$0.00

Thank you for choosing Pictometry as your service provider.	Total	\$25,701.90
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This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, nor discounts or grants, if any, available to Customer, all of which will be reflected in any resulting definitive agreement with Customer. This quote is valid for a period of 60 days following the date shown above, after which it expires.

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 SANTA FE COUNTY - NM ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
102 Grant Ave	100 Town Centre Drive, Suite A
Santa Fe, New Mexico 87501-2061	Rochester, NY 14623
Attn: Gus Martinez, Assessor Elect	Attn: Contract Administration
Phone: (505) 986-6395 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SANTA FE COUNTY - NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE (PROVIDED IN SECTION C)	SIGNATURE
NAME: <u>San Kristopher Miller</u>	NAME: <u>LINDA K. CARPIS</u>
TITLE: <u>Deputy County Manager</u>	TITLE: <u>SUP FINANCE</u>
DATE: <u>10-24-14</u>	EXECUTION DATE: <u>10/23/14</u>
	DATE OF RECEIPT (EFFECTIVE DATE) <u>11/4/14</u>

Approved as to form
 Santa Fe County Attorney
 By: [Signature]
 Date: 10-21-14

Finance Department
[Signature]
 Teresa C. Martinez
 Director

Date 10/22/14

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #
C163053

BILL TO
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

SHIP TO
Santa Fe County, NM
Gus Martinez
102 Grant Ave
Santa Fe, New Mexico 87501-2061
(505) 986-6395
gmtz@santafecountynm.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117385	bgarcia	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
73434	ChangeFindr - Building Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery -- the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.32		\$23,498.88
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
508	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.23 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$217,170.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
508	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
508	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect.	\$6,000.00	\$3,000.00 (50%)	\$3,000.00

		Term commences on date of activation License Term: 2 Year(s)			
50R	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$5,080.00

Thank you for choosing Pictometry as your service provider.

TOTALS

\$248,748.88

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$27,781.25 ✓
Due at Initial Shipment of Imagery	\$83,343.75 ✓
Due at First Anniversary of Shipment of Imagery	\$111,125.00
Due at Shipment of ChangeFindr	\$23,498.88
Due at Activation	\$3,000.00 ✓
Total Payments	\$248,748.88

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector
 Elevation Source: Customer Provided - Customer LiDAR
 Leaf: Less than 30% leaf cover (Off)
 Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CHANGEFINDER

Product: ChangeFindr - Building Outlines with Client's Electronic Parcel Files
 Data Source - Base: Pictometry Imagery
 Imagery Capture Year - Base: 2014
 Data Source - Comparison: Pictometry Imagery
 Imagery Capture Year - Comparison: 2014
 Deck Identification: Included in Building Outlines
 Regional Status Report Requested: No
 Special Instructions:

CONNECT

Product: Pictometry Connect - CA - 100
 Admin User: Casey Lengacher
 Admin User Email: clengac@co.santa-fe.nm.us

Requested Activation: Upon Authorization
Special Instructions:

Geofence: NM Santa Fe Metro
Geozone: NM Santa Fe (Primary)

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively, and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed, on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

WHEREAS, the County and Company desire to enter into the Pictometry Agreement with modified provisions, terms and conditions as provided herein; and

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Pictometry Agreement specified above as if fully set forth therein.

A. Pictometry Product Descriptions, Prices and Payment Terms.

i. FEES; PAYMENT TERMS on page 6 of 17, the last sentence that reads: "In addition Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs," is deleted in its entirety.

B. Pictometry Delivered Content Terms and Conditions.

- i. 2.2.2 is modified by inserting a sentence that reads: For the term of this license, as may be renewed or extended from time to time, Customer may reproduce and distribute hard copies of Delivered Content for Customer's purposes including tax assessment hearings and tax protest hearings and visual presentations of the Delivered Content used during governmental meetings.
- ii. 2.2.3 is modified by inserting a sentence that reads: Customer may charge its usual and customary charges for per page hard copies of Delivered Content that is made available for inspection pursuant to the New Mexico Inspection of Public Records Act, § 14-2-1, et seq., NMSA 1978.
- iii. 3.3.2 (Notification) is modified by inserting a sentence that reads: "Claims and proceedings" referred to in this provision do not include Customer's regular tax assessment hearings, tax protest hearings or regular governmental meetings.
- iv. 5.5.2 (Confidentiality of Delivered Content) is modified by: Customer will keep confidential Pictometry's Delivered Content to the extent allowed by New Mexico Law and the New Mexico Inspection of Public Records Act, NMSA 1978, § 14-2-1 ("IPRA"). Should the Customer be required by New Mexico law to make available or produce Delivered Content in response to an IPRA request or a litigation request, the County will make a good faith effort to provide Pictometry no less than ten (10) business days notice before producing any requested such Delivered Content so as to facilitate Pictometry taking legal action to prevent or limit the disclosure, production or inspection. Customer shall protect Pictometry Delivered Content from unauthorized use and disclosure by the observance of the same procedures as the Customer protects its own confidential and proprietary data and information, or as may be permitted under IPRA or New Mexico law.
- v. 7.7.2 (Governing Law) the reference to "New York" is deleted and replaced with "New Mexico."

C. Pictometry Online Services General Terms and Conditions.

- i. 1.1.1 is modified by inserting the following sentence: The Customer's "internal business purposes" include tax assessment hearing and tax protest hearings and other governmental meetings and presentations.
- ii. 1.1.9 is modified by inserting the following sentence: "Government license or benefit" does not include tax assessment hearings or protest hearings, proceedings to review applications submitted to the Customer's Land Use Department, or meetings of the Board of County Commissioners of Santa Fe County.
- iii. 3.3.9 is modified by inserting the phrase "to the extent permitted by applicable New Mexico law and the NM State Constitution" between the words "Content," and "you."
- iv. 5.5.5(a) is modified by deleting the phrase "and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim," in its entirety. The following is added to 5.5.5(a):

Defense of Claims. To the extent Pictometry is required under this Agreement to defend the Customer against claims asserted by third parties, Customer shall reasonably cooperate in good faith in the defense of the claim and Pictometry shall select counsel reasonably acceptable to Customer to defend the claim and shall bear all costs of counsel. Customer's acceptance of counsel may not be unreasonably withheld but counsel selected by Pictometry shall complete any requirements necessary to represent the interest of Customer Santa Fe County, a political subdivision of the State of New Mexico. Customer may elect to assume its own defense at Customer's expense at any time. Customer shall timely notify Pictometry of any claim that may result in an obligation on the part of Pictometry to defend Customer. Pictometry may defend a claim with counsel of its choosing with the consent of Customer, however no settlement or compromise shall occur without Customer's consent, which consent shall not be unreasonably withheld.

- v. 6.6.2 is modified by adding In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without prior notice to you and Pictometry may pursue any other legal remedies available to it. In the event Pictometry temporarily suspends or discontinues providing access to the Online Services pursuant to this provision, Pictometry shall promptly notify you of such action and Pictometry and you shall work together in good faith to attempt to resolve the situation triggering such suspension and restore the access on mutually agreeable terms within a reasonable period of time.
- vi. 6.6.6 all references to "New York" are deleted and replaced with "New Mexico" and the phrase "Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable" is deleted and replaced with "Santa Fe County, New Mexico."
- vii. 6.6.9 is modified by deleting the phrase: "you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees."

D. Pictometry Software License Agreement.

- i. Paragraph 2. LICENSE. is amended by deleting the phrase "solely for internal use" and replacing it with "for Customer's business purposes, including tax assessment hearings and tax protest hearings and other governmental meetings and presentations."
- ii. Paragraph 7. MISCELLANEOUS PROVISIONS. subpart C. reference to "New York" is deleted and replaced with "New Mexico."

E. Pictometry Non-Standard Terms and Conditions.

i. Paragraph 2 b. is modified by deleting the first sentence in its entirety and replace it with: "This Agreement shall remain in full force and effect, however commencement of the subsequent PROJECT shall be postponed until such time as Customer pays all sums due under the terms and conditions of this Agreement, as modified by this Addendum."

ii. The following provisions are inserted as Paragraphs 2.d, 2.e, 2.f, 2.g, and 2.h to read as follows:

(d) **Term.** The term of this Pictometry Agreement shall commence on the date and year indicated above and terminate two (2) years from such date in the year 2016. There shall be no automatic renewal of the term of this Agreement. Customer may terminate this Agreement for non-appropriation of funds upon thirty (30) days notice to Pictometry and indicating the effective date of termination. In the event of termination, Customer shall pay costs for Delivered Content and provided by Pictometry prior to the date of termination but shall not be liable for any Delivered Content or Online Services provided after the effective date of termination. The term of this Pictometry Agreement may be extended in two (2) year increments by the Customer upon thirty (30) days written notice to Pictometry stating that Customer wishes to extend the term. Should the Customer extend this Agreement to provide elect an optional Second and possible Third Project, this will be at Pictometry's then prevailing rate.

(e) **New Mexico Tort Claims Act.** No provision of this Pictometry Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Customer Santa Fe County or the Santa Fe County Assessor, or their employees and agents at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

(f) **Appropriations and Authorizations.** This Pictometry Agreement is contingent upon sufficient appropriations and authorizations related to fiscal appropriations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations related to fiscal appropriations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to Pictometry. Such termination shall be without penalty to the County provided Pictometry is notified in writing thirty (30) days prior to the start of the next Project, and the County shall have no duty to reimburse Pictometry for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations related to fiscal appropriations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Pictometry in any way or forum, including a lawsuit.

(g) **Indemnification.** Pictometry shall defend, indemnify, and hold harmless the Customer and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) arising out of or resulting from the acts, errors or omissions of Pictometry in the performance of this Agreement, except for injuries and damages caused by the negligence of the County.

Pictometry agrees that the County shall participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County. If a conflict exists between the interests of the County and Pictometry in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

iii. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

iv. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project:

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

Pictometry's obligations under this provision shall not be limited by the provisions of any insurance policy Pictometry is required to maintain under this Agreement.

(h) **Insurance.**

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Aircraft and Automobile. Pictometry shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations including flyovers performed for the Customer by Pictometry; coverage for the use of all owned, non-owned, hired automobiles, vehicles, aircraft and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers Compensation Insurance. Pictometry shall comply with the provisions of the Workers' Compensation Act.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Pictometry Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

Date 10.24.14

APPROVED AS TO FORM:


Gregory S. Shaffer
Santa Fe County Attorney

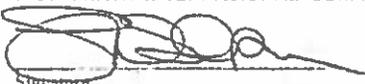
Date 10/21/14

FINANCE DEPARTMENT:


Teresa C. Martinez
Director

Date 10/24/2014

PICTOMETRY INTERNATIONAL CORP.


Signature

Date 10/22/14

LINDA K SALPINI, SUP FINANCE
Print Name and Title

