

PURCHASE AGREEMENT

Vermeer BC1000XL Chipper

This Purchase Agreement (the "Agreement") is entered into as of this 3rd day of July, 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Vermeer Corporation doing business as Vermeer Texas-Louisiana (the "Seller").

In consideration of the mutual covenants contained herein, the City and Seller agree as follows:

1. Description of Goods

The Seller agrees to sell, and the City agrees to purchase, the following goods:

Item: Vermeer BC1000XL Chipper

Specifications: As detailed in Attachment "A" (attached specifications sheet).

Quantity: 1

2. Purchase Price

The total purchase price for the goods, including the protection plan, is \$51,750.00, as detailed in Attachment "B".

3. Sourcewell Contract

Seller represents and warrants that it is a recognized vendor under the Sourcewell Purchasing Cooperative and that it is in full compliance with the terms and conditions of the Sourcewell Purchasing Cooperative Agreement, Contract Number 030923-VRM, which is incorporated herein by reference and available at <https://files.sourcewell.org/public/Shared Documents/Solicitations/030923-10652/030923-VRM/Contract Documents/Vermeer Contract 030923.pdf> (the "Sourcewell Contract"). Any conflicts between the terms of this Agreement and the Sourcewell Contract shall be resolved in favor of the terms most favorable to the City. Subject to the foregoing, Seller agrees to adhere to all pricing, terms, and conditions as outlined in the Sourcewell Contract, including but not limited to:

- (a) **Pricing:** The Seller guarantees that the pricing for all goods and services provided under this Agreement shall not exceed the prices set forth in the Sourcewell Contract.
- (b) **Terms and Conditions:** The Seller shall comply with all terms and conditions as specified in the Sourcewell Contract, including delivery, installation, and warranty provisions.
- (c) **Audit and Inspection Rights:** The City reserves the right to audit the Seller's records and inspect facilities to ensure compliance with the Sourcewell Contract.

(d) **Reporting Requirements:** The Seller shall provide any necessary reports or documentation required by Sourcewell or the City to verify compliance with the Sourcewell Contract.

4. Warranty

The Seller warrants that the goods delivered under this Agreement shall be free from defects in material and workmanship for a period of 1 year from the date of delivery.

5. Sales Tax Exemption.

The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

6. Notice.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620

For the Seller:

Vermeer Texas-Louisiana
162 Commercial Drive
Buda, TX 78610

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

7. Miscellaneous.

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

(e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE SELLER:
Vermeer Corporation dba Vermeer Texas-Louisiana

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT "A"



BC1000XL BRUSH CHIPPER



OPERATOR SAFETY. Combined with the patented bottom feed stop bar is the four-position upper feed control bar with dual stop positions and forward/reverse feed positions. Mounted over the feed table, it enables the operator to stop the feed rollers and select forward or reverse operations. Dual reset/hold-to-run buttons allow the operator to readily reset the bottom feed stop bar.

ECOIDLE™

ECOIDLE™ ENGINE CONTROL SYSTEM. The EcoIdle engine control system can help aid in noise reduction, as well as help consumer less fuel if the feeding process has frequent interruptions.



SMARTFEED. The patented SmartFeed system helps increase operator productivity while reducing strain on vital engine parts. The feedsensing control system monitors engine rpm and automatically stops and reverses the feed roller when feeding larger, hardwood material.



LARGE FEED OPENING. A large rectangular 12 in x 17 in (30.5 cm x 43.2 cm) feed opening helps boost productivity by reducing the need to trim material before feeding it into the chipper.



EXTENDED WARRANTY. The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can only be engaged while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.

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**EQUIPPED TO
DO MORE.™**

BC1000XL BRUSH CHIPPER

GENERAL

Length: 160 in (404.6 cm)

Width: 66.5 in (168.9 cm)

Height: 101 in (256.5 cm)

Weight: 4,995 lb (2,265.7 kg)

ENGINE OPTION ONE

Make and model: Deutz D2.9L Tier 4 Final

Horsepower: 49 hp (36.5 kW)

Max torque: 108 ft-lb (146.2 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

ENGINE OPTION TWO

Make and model: Deutz TD2.9L Tier 4 Final

Horsepower: 74 hp (55 kW)

Max torque: 181 ft-lb (245.4 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

FEED SYSTEM

Chipping capacity (max): 12 in (30.5 cm)

Infeed opening height: 12 in (30.5 cm)

Infeed opening width: 17.5 in (44.5 cm)

Feed roller orientation: Single horizontal

Feed table height: 26 in (66 cm)

Feed speed (max): 122 fpm (37.2 m/min)

Feed roller dimensions: 20 in x 17 in (50.8 cm x 43.2 cm)

CUTTING SYSTEM

Drum dimensions: 22 in diameter x 20 in wide (55.9 cm x 50.8 cm)

Drum speed: 2126 rpm

Knives: Two A8 chipper steel reversible

Shear bar: Four usable edges

Engagement system: Clutchless belt drive PTO

CAPACITIES/ELECTRICAL

Fuel tank: 25 gal (94.6 L)

Hydraulic tank: 7 gal (26.5 L)

Hydraulic flow (max): 2.85 gpm (10.8 L/min)

Electrical: 12 Volt

Lights: LED stop, turn, tail, license

CHASIS/BRAKES

Frame: .25 in x 7 in (63.5 cm x 17.8 cm) Z channel

Tires: ST235/80/R16 load range E

Axle/Suspension: 5,200 lb (2359 kg)/Torsion

Optional axle/suspension: 7,000 lb (3,175.1 kg)/Torsion

Electric brakes with breakaway switch

OPTIONS

Extended warranty

Special paint

Planned maintenance

Vermeer Confidence Plus® Asset Protection Program

Hydraulic surge brakes

Tree Comander™ remote control

NOTES:

Vermeer Corporation reserves the right to make changes in engineering, design and specifications, add improvements, or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Equipped to Do More, EcoLide, Tree Commander and Vermeer Confidence Plus are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. Deutz is a trademark of Knackner-Humboldt-Deutz Corporation. © 2023 Vermeer Corporation. All Rights Reserved. Printed in the U.S.A. Please recycle.



ATTACHMENT "B"



Sales Rep Scott Shuffield
 Phone 512-461-2290
 Email scotts@vermeertexas.com

QUOTATION

To: City of Dripping Springs
511 Mercer St
Dripping Springs TX 78620

CLEAR FIELDS

SAVE QUOTE

Date	Sales Rep	Proposed Delivery Date	Terms
6/24/2024	Scott Shuffield	TBD	
Quantity	Description	Amount	
1	Vermeer BC1000XL 12" Chipper	\$57,500.00	
	2-5/16 Bulldog Style Hitch		
	74 hp Diesel- 1Year/1000hrs. Warranty		
1	Sourcewell -10% Discount- Contract # 030923-VRM	-\$5,750.00	
	Purchaser # 219392		
Total this page (Freight, Taxes, and Other Charges may be extra)		\$51,750.00	

Quote Acceptance / Sign Here _____

Branch Buda, Tx Phone 512-884-5522 Online: www.VermeerTexas.com