Iowa Department of Transportation
Office of Procurement & Distribution
Contract

Contract #:5470

10|A05H: PICKUP, HD EXT CAB W/DUAL REAR WHEELS

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

BOB BROWN CHEVROLET of 4224 MERLE HAY RD. DES MOINES, IA 50310 (hereinafter "Supplier").

1. In consideration of Twenty Four Thousand Five Hundred Thirty Six and 79/100 dollars ($24,536.79) payable as set forth in the specifications. Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for 10|A05H: PICKUP, HD EXT CAB W/DUAL REAR WHEELS, PER SPEC. NO./PROJ. NO. Proposal #4301, as let on NOVEMBER 18, 2009 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	1	EACH	24,536.7900	0.00	24,536.79

10|A05H: PICKUP, HD EXT CAB W/DUAL REAR WHEELS
CHEVROLET SILVERADO 3500 LT (CC30953-1LT)
AS PER DOT PROPOSAL 4310 RELET, ITEM 5 HPU 12.1-DOT
'9W4' TANGIER ORANGE WITH '19J' EBONY INTERIOR
VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"

800 LINCOLN WAY, AMES

2. The parties agree that the following documents shall be considered part of this contract:
   a. Agency's notice and instruction to bidders dated NOVEMBER 18, 2009;
   b. Supplier's proposal, with attachments, if any;
   c. "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
   d. Agency's general and detailed plans, if any; and

   _____

3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before DECEMBER 7, 2009 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JULY 30, 2010.

4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.

5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.

6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.

7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
   314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.

8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.

9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.

11. Additional terms:

_____

Dated _____

Iowa Department of Transportation
Operations & Finance Division
Purchasing Director
(Agency)

By _____

Date 12-22-09

BOB BROWN CHEVROLET
(Supplier)

By Betty L Brown

Date 12/14/09