

# Council Business Meeting

September 19, 2019

	Purchase of Public Works Street and Wastewater Sewer Cleaning Equipment	
<b>From</b>	Mike Morrison	Public Works Deputy Director
<b>Contact</b>	<a href="mailto:Michael.morrison@ashland.or.us">Michael.morrison@ashland.or.us</a> (541) 552-2325	

## SUMMARY

Approval is being requested to purchase new street and wastewater sewer maintenance equipment, as outlined below, that are scheduled for replacement and approved for purchase in the FY 2024 & FY 2025 Biennial Budget.

## POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Goal 1: Develop current and long-term budgetary resilience
    - Continue to improve the budget process: transparency, rigor, innovation, community involvement, and collaboration
  - Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
    - Implement a cost recovery plan and analysis for each department that coincides with the annual review of fees and charges and revenues
  - Goal 3: Enhance and improve transparency & communication
- Maintain Essential Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

## PREVIOUS COUNCIL ACTION

None

## BACKGROUND AND ADDITIONAL INFORMATION

The new vehicles were approved in the 2024-2025 Biennial Budget.

## FISCAL IMPACTS

Cooperative Contract	Dept	Description	New Vehicle #	Replacing Vehicle #	Amount Budgeted	Purchase Price
Sourcewell Contract # 122017-FSC	Streets	2024 Crosswind 1 Street Sweeper	1180	1090	\$375,000.00	\$464,865.39
Sourcewell Contract # 122017-FSC	Wastewater	2024 2100i Truck Mounted Combination Sewer Cleaner	1322	612	\$560,000.00	\$593,771.28

<b>Total Amounts</b>	<b>\$935,000.00</b>	<b>\$1,058,636.67</b>
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**STAFF RECOMMENDATION**

Staff recommends City Council, acting as the Local Contract Review Board, authorize the purchase of these new equipment from cooperative contracts as outlined in the table above.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1. I move to approve the new street and wastewater cleaning equipment be purchased as outlined in the table above from cooperative contracts.
2. I move that staff process a competitive solicitation in accordance with the procurement requirements set forth in AMC 2.50 Rules of Procedure for Public Contracting for each of the vehicles outlined in the table above.

**ATTACHMENTS**

1. Crosswind 1 (street sweeper) Quote Number 2023-67953
2. 2100i Truck Mounted Combination Sewer Cleaner Quote 2023-67969



Presents a

# Proposal Summary

**Crosswind1**®  
Reliable. Versatile.  
Single-Engine Regenerative Air Sweeper.

**For**





## Crosswind1

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Sidebrooms/Steering	Dual Sidebroom/Single Steering
Size of Sidebroom	42
Fuel Type	Diesel
Memory Sweep	Yes
Domicile	Continental USA
PM-10	Yes

## Basic Chassis Info

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Source	Elgin
Chassis Brand/Model	2024 Peterbilt Right Hand Steer
Chassis Mounting Charge	Chassis Mounting Charge
Upgrade Chassis Engine Horsepower	

## Chassis Equipment

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Horn Options	Standard Electric
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## Brooms

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Sidebroom Material	PM10 Compliant Oil Tempered Steel Bristles
Dual Sidebroom Scrubbing position	Yes





Variable Speed brooms Dual

### Conveyance & Hopper

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6" Drain	true
QuietPak - Acoustical Sound Package	true
Hopper Deluge	true
Hopper Coating Systems	Lifeline Hopper System
Inspection Doors-Right	Right Hand Stainless Steel Door With Step & Handle
Inspection Doors-Left	Left Hand Door With Step & Handle
Rear Mounted Wandering Hose Extension	1

### Dust Control & Flush Systems

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Fill Hose Length	25'
High Pressure Washdown	true

### Productivity Enhancements

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Air Purge for Water System	true
Vacuum Enhancer	In Cab Display

### Gauges and Indicators

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Broom Hour Meter Gauge	true
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Hydraulic Oil Level Gauge W/Thermometer on Tank true

### Component Protection

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Auxiliary Hydraulic Pump true

Idle Down / No Water true

Autolube Sweeper Only

### Lighting & Compliance

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Work and Flood Lights; Individual Rocker Switches Dual Sidebrooms and Rear Flood Lights-LED

Arrowboards / Arrowsticks Only Rear LED Arrowstick

Backup Alarms Federal Signal (Standard)

LED Stop/Tail/Turn Yes

### Manuals and Warranty

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Sweeper Warranty 1 Year Parts and Labor

Sweeper: Operators Manuals 1

Sweeper: Parts Manuals 1

### Paint & Decal

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Paint Sweeper Standard White

Paint Chassis Standard White

Elgin Logo Red Logo





**Chassis Notes :**

<b>Factory Price</b>	<b>\$474,075.00</b>
<b>Sourcewell Discount</b>	<b>\$9,209.61</b>
<b>Final Sales Price</b>	<b>\$464,865.39</b>

**\*\*All Costs increases resulting from surcharges to Chassis, Components, and Body manufacture will be passed through and added to final invoices upon delivery of equipment.  
 \*\*By signing you Are acknowledging and accepting the terms of this quote.**

**X**\_\_\_\_\_

Price indicated includes approved Special Request  
 Price valid for 30 Days from date of 09-08-2023

Product Model:Crosswind1  
 Proposal Date: 09-08-2023  
 Quote Number: 2023-67953  
 Price List Date: 07-28-2023

QTY: 1

Customer Initials\_\_\_\_\_

**Proposal Notes:**

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

**Signed By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_



## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

**\*NOTE\*** The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.**

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY  
1300 W. Bartlett Road  
Elgin, Illinois 60120



11-20-2007







# TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_



Presents a

## Proposal Summary

### 2100i

Truck Mounted Single Engine  
Combination Sewer Cleaner

For



## BASIC

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### MODEL

<b>Vacuum System</b>	Roots 824-16 Blower	<b>Debris Body Capacity (cu.yd.)</b>	10.00
<b>Model Type</b>	Combo	<b>Water Capacity</b>	1300
<b>Water Flow</b>	80.00	<b>Water Pressure</b>	2500
<b>Chassis Source</b>	Vactor	<b>Water Tank Material</b>	Aluminum
<b>Controls</b>		<b>Blower High Temp Shutdown</b>	true

## CHASSIS

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PSPT455A-2024-CH	Vactor Supplied Chassis - Tandem Axle -2024 Peterbilt567 SBA6x4 -455 HP - Auto -66 -000 GVWR - GHG
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## STANDARD FEATURES

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011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
014iSTD	Electric/Hydraulic Four Way Boom
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
1024iSTD	Debris Body Vacuum Relief System
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator



# VECTOR

2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4000iSTD	180 deg. Non-Extending Boom
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
4022iSTD	Telescopic Boom Elbow- Standard
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110iSTD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.



# VECTOR

## BOOM

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4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4015i	180 deg. 10ft Telescoping Boom

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## DEBRIS BODY

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1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1016iASTD	"Subframe Mounted -2 Pipe Rack -7"
1003i	Debris Body Washout
1003iB	Rear Door Valve Flushout
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
1030i	Debris Body Inspection Port w/Ladder
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet
5029i	Cyclone Washout System

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## VACUUM OPTIONS

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3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

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## REAR DOOR

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1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position
1009iD	Full Rear Door Swinging Screen

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## HOSE REEL

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6003iC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
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# VECTOR

6004iD	Rodder Hose Pinch Roller
6014i	High Pressure Hose Reel
6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
6027iA	25' Leader Hose ( in lieu of standard)
8030i	Hose Reel Wrapped for Delivery

## WATER TANKS

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2016i	Additional Water- 1300 Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear
6026i	Washington State DOT Legal Front Hose Reel

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## MISCELLANEOUS

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8024i	Amber Lights for Flashing Light Package
9023iA	Safety Cone Storage Rack - Post Style
CM-PSPT455A-2024-01	Chassis Modifications - 2024 Peterbilt PSPT455A

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## LIGHTING

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8001iM	Rear Directional Control- LED Arrowstick
8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028i	Worklights (2)- LED-Boom
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Curb Side
8029iD	Worklight- LED- Street Side
9021iB	Camera System- Front- Rear and Both Sides

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# VECTOR

## PAINT

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i124STD	Vector 2100i Body Decal- Standard
V-LOGO-APPL.	Vector Logos - Applied

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## TOOLBOX

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010i	Operator Station Curbside Toolbox - with Lighting
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

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## WATER ACCESSORIES

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2006i	Air Purge
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6019i	Rodder Pump Drain Valves

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## WATER SYSTEM

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5002iA	80 GPM/2500 PSI Jet Rodder pump
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## OWEN PROVIDED OPTIONS

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AUTO LUBE BODY ONLY	80 GPM/2500 PSI Jet Rodder pump
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## Chassis Notes :-

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FACTORY PRICE:	\$600,099.00
SOURCEWELL DISCOUNT	\$12,357.72
OWEN INTALLED OPTIONS	\$6,030.00
FINAL PRICE	\$593,771.28

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Please remember Price indicated includes unapproved Special Request  
Price valid for 30 Days from date of 09-08-2023

**Product Model:** 2100i

**Proposal Date:** 09-08-2023

**Quote Number:** 2023-67969

**Price List Date:** 07-31-2023

**QTY:** 1

**Customer Initials** \_\_\_\_\_

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## PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.



Signed By:

Date:

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\_\_\_\_\_

**\*\*All Costs increases resulting from surcharges to Chassis, Components, and Body manufacture will be passed through and added to final invoices upon delivery of equipment.  
\*\*By signing you Are acknowledging and accepting the terms of this quote.**

X\_\_\_\_\_



## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<b>2100 Series, iMPACT and Ramjet</b>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<b>2100 Series, iMPACT and Guzzler only</b>	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
<b>2100 Series, iMPACT and Ramjet</b>	2 years - Vactor Rodder Pump
<b>All Models</b>	2 year- Electrical & Electronics (excludes Chassis components)

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



## Domestic Terms and Agreement

**ORDERS:** All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

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**CANCELLATION:** Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.



# VACTOR

**PRODUCT IMPROVEMENTS:** Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANICALITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

**CHOICE OF LAW:** These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

**COMPLETE AGREEMENT:** These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

\_\_\_\_\_



# VACTOR

Date: \_\_\_\_\_

