



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 27, 2021

Department: Public Works

Agenda Planning Date: October 21, 2021

Time required: 5 min.

☐ Audio/Visual aids

Contact: Scott Wilson

Phone: 503-365-3219

Department Head Signature:

TITLE

Consider approval for PO 901415 for the purchase of a 2022 model year Vactor 2100 Plus Flusher Vac Truck

Issue, Description & Background

Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks. The Flusher Vac Truck is utilized throughout the year and used to flush and vacuum debris out of drainage structures and performs nondestructive hydro-excavation around underground utilities.

Financial Impacts:

For FY 2021/2022 the PO amount for the Flusher Vac truck is \$470,790.05 and through the Sourcewell cooperative purchasing group, contract #122017-FSC-2 1549. Funding is approved by CE#22-405 for the purchase of this truck.

Impacts to Department & External Agencies

This purchase is essential to replace equipment that has surpassed its useful life span and will be replacing truck PW0808.

Options for Consideration:

1. Approve the PO 901415 to Owen Equipment Co. in the amount of \$470,790.05 to purchase a 2022 model year Vactor 2100 Plus Flusher Vac Truck.
2. Withhold approval of the purchase order to Owen Equipment Co. in the amount of \$470,790.05 to purchase a 2022 model year Vactor 2100 Plus Flusher Vac Truck.

Recommendation:

It is the recommendation of Marion County Public Works staff that the Board chooses option 1 and approves the purchase order to Owen Equipment Co. in the amount of \$470,790.05 to purchase a 2022 model year Vactor 2100 Plus Flusher Vac Truck.

List of attachments:

Contract Review Sheet
Purchase Order 901415
Approved Purchase Request Form

Presenter:

Scott Wilson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

jscales@co.marion.or.us; dmansfield@co.marion.or.us; swwilson@co.marion.or.us; tbeaver@co.marion.or.us



Contract #: PO #901415

Department: **Public Works**

Date Sent: **Friday, October 15, 2021**

Title: Purchase of 2022 Vactor 2100 Plus Flusher Vac Truck

Expires: Upon delivery

New Contract Total:

Sourcewell 122017-FSC-2

☐ Retroactive (attach written justification)**FOR FINANCE USE**

Comments:

☐ Date _____ Returned to department for signature _____



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

OWEN EQUIPMENT CO
PO BOX 30959
PORTLAND, OR 97294 United States

| Purchase Order | | |
|--|----------|------|
| Purchase Order No | Revision | Page |
| 901415 | 0 | 1 |
| Ship To: Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States | | |
| Bill To: Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States | | |

| | | | | | | |
|------------------|---|-----------------------|----------|------------------------|------------|--------------|
| Customer Acct No | Supplier No | Order Date / Buyer | | Revised Date / Buyer | | |
| | 551215 | 11-OCT-21 J Scales | | J Scales | | |
| Payment Terms | | Ship Via | | F.O.B | | |
| Immediate | | Best method | | Destination | | |
| Freight Terms | | Request Or Deliver To | | Confirm To / Telephone | | |
| Prepaid | | | | (503) 255-9055 | | |
| Line # | Description | Delivery Date | Quantity | Unit | Unit Price | Total |
| 1 | CONTACT ERIC STEWART 503-365-3161 CE#22-405 2022 VACTOR 2100 PLUS FLUSHER VAC TRUCK | | 1 | Each | 470790.05 | \$470,790.05 |
| | | | | | Total | \$470,790.05 |

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:

Camber Schlegel
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

PURCHASE ORDER #901415
OWEN EQUIPMENT CO.
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Hill 10/15/2021
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

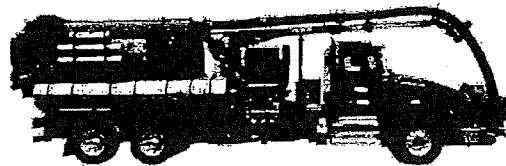
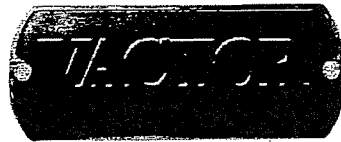
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Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

,

Dan Nelson
Tel:

| Order Qty | Part Number | Description | Net Unit Price |
|-----------|---------------|--|----------------|
| 1 | 2110-SE2-PLUS | 2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo | \$206,547.00 |
| 1 | 2016P | Additional Water, 1300 Gal Total (10 yrd) | \$2,261.00 |
| 1 | 3002PSTD | Vacuum, Single Engine - Dual Stage Fan | \$0.00 |
| 1 | 5002PA | 80 GPM/2500 PSI | \$0.00 |
| 1 | 009PSTD | Control Panel Box | \$0.00 |
| 1 | 011PSTD | Aluminum Fenders | \$0.00 |
| 1 | 012PSTD | Mud Flaps | \$0.00 |
| 1 | 014PSTD | Electric/Hydraulic Four Way Boom | \$0.00 |
| 1 | 016PSTD | Color Coded Sealed Electrical System | \$0.00 |
| 1 | 018P | Remote Pendant Control With 35' Cord | \$1,113.00 |
| 1 | 019PASTD | Intuitouch Electronic Package | \$0.00 |
| 1 | 020PSTD | Double Acting Hoist Cylinder | \$0.00 |
| 1 | 025PSTD | Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects | \$0.00 |
| 1 | 026PSTD | Ex-Ten Steel Cylindrical Debris Tank | \$0.00 |
| 1 | 030PSTD | Flexible Hose Guide | \$0.00 |
| 1 | 032PSTD | (3) Nozzles with Carbide Inserts w/Rack | \$0.00 |
| 1 | 045PSTD | Suction Tube Storage - 4 Pipe | \$0.00 |
| 1 | 046PSTD | 1" Nozzle Pipe | \$0.00 |
| 1 | 048PSTD | 10' Leader Hose | \$0.00 |
| 1 | 1001PSTD | Flat Rear Door w/Hydraulic Locks | \$0.00 |
| 1 | 1005PSTD | Dual Stainless Steel Float Shut Off System | \$0.00 |
| 1 | 1024PSTD | Debris Body Vacuum Relief System | \$0.00 |
| 1 | 1031PSTD | Debris Deflector Plate | \$0.00 |
| 1 | 1033PSTD | 60" Dump Height | \$0.00 |
| 1 | 2001PSTD | Low Water Alarm with Water Pump Flow Indicator | \$0.00 |
| 1 | 2011PSTD | 3" Y-Strainer at Passenger Side Fill | \$0.00 |
| 1 | 2022PSTD | Additional Water Tank Sight Gauge | \$0.00 |
| 1 | 2023PSTD | Liquid Float Level Indicator | \$0.00 |
| 1 | 3019PSTD | Digital Water Pressure Gauge | \$0.00 |
| 1 | 4006PSTD | Joystick Boom Control | \$0.00 |
| 1 | 4010PSTD | Boom Hose Storage, Post | \$0.00 |
| 1 | 4022PSTD | Telescopic Boom Elbow, Standard | \$0.00 |
| 1 | 5010PSTD | Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve | \$0.00 |
| 1 | 5011PSTD | 3" Y-Strainer @ Water Pump | \$0.00 |
| 1 | 5012PSTD | Performance Package | \$0.00 |
| 1 | 5014PSTD | 1" Water Relief Valve | \$0.00 |
| 1 | 5015PSTD | Midship High Pressure Coupling | \$0.00 |
| 1 | 5022PSTD | Side Mounted Water Pump | \$0.00 |
| 1 | 6005PDSTD | Digital Hose Footage Counter | \$0.00 |
| 1 | 6007PSTD | Hose Reel Manual Hyd Extend/Retract | \$0.00 |
| 1 | 6009PSTD | Hose Reel Chain Cover | \$0.00 |
| 1 | 6020PBSTD | Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity | \$0.00 |
| 1 | 6017PSTD | Hydraulic Tank Shutoff Valves | \$0.00 |

| | | | |
|---|------------|--|-------------|
| 1 | 7001PSTD | Tachometer/Chassis Engine w/Hourmeter | \$0.00 |
| 1 | 7003PSTD | Water Pump Hour Meter | \$0.00 |
| 1 | 7004PSTD | PTO Hour Meter | \$0.00 |
| 1 | 7005PSTD | Hydraulic Oil Temp Alarm | \$0.00 |
| 1 | 8000PSTD | Circuit Breakers | \$0.00 |
| 1 | 8025PSTD | LED Lights, Clearance, Back-up, Stop, Tail & Turn | \$0.00 |
| 1 | 9002PSTD | Tow Hooks, Front | \$0.00 |
| 1 | 9002PSTD | Tow Hooks, Rear | \$0.00 |
| 1 | 9003PSTD | Electronic Back-Up Alarm | \$0.00 |
| 1 | S390ASTD | 8" Vacuum Pipe Package | \$0.00 |
| 1 | S560STD | Emergency Flare Kit | \$0.00 |
| 1 | S590STD | Fire Extinguisher 5 Lbs. | \$0.00 |
| 1 | 1003P | Debris Body Washout | \$1,274.00 |
| 1 | 1008P | 6" Rear Door Knife Valve w/Camloc, 3:00 position | \$1,018.00 |
| 1 | 1008PA | 6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position | \$1,214.00 |
| 1 | 1009PD | Full Rear Door Swinging Screen | \$650.00 |
| 1 | 1014P | Centrifugal Separators (Cyclones) | \$4,454.00 |
| 1 | 1015P | Folding Pipe Rack, Curbside, 8" Pipe | \$884.00 |
| 1 | 1015PA | Folding Pipe Rack, Streetside, 8" Pipe | \$884.00 |
| 1 | 1015PBFSTD | Fixed Rear Door Pipe Rack, 8" Pipe | \$0.00 |
| 1 | 1022P | Rear Door Splash Shield | \$1,297.00 |
| 1 | 1023P | Lube Manifold | \$1,926.00 |
| 1 | 1023PA | Plastic Lube Chart, included with Lube Manifold | \$0.00 |
| 1 | 1030P | Debris Body Inspection Port w/Ladder | \$1,032.00 |
| 1 | 1041P | Debris Body-Up Message and Alarm | \$748.00 |
| 1 | 2006P | Air Purge | \$1,092.00 |
| 1 | 3020P | Digital Water Level Indicator | \$568.00 |
| 1 | 3021P | Digital Debris Body Level Indicator | \$760.00 |
| 1 | 4015P | 180 deg. 10ft Telescoping Boom | \$12,892.00 |
| 1 | 4017P | Boom Out of Position Message and Alarm | \$1,287.00 |
| 1 | 4011PB | Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display | \$2,624.00 |
| 1 | 5015P | High Pressure Couplers, Front and Rear | \$509.00 |
| 1 | 5021PC | Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tube | \$3,244.00 |
| 1 | 6002PB | 600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD | \$764.00 |
| 1 | 6007PB | Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller | \$4,292.00 |
| 1 | 6012PA | Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI located at Side | \$3,461.00 |
| 1 | 6014P | High Pressured Hose Reel | \$1,232.00 |
| 1 | 6019P | Rodder Pump Drain Valves | \$412.00 |
| 1 | 6026P | Washington State DOT Legal Front Hose Reel | \$0.00 |
| 1 | 8001PL | Rear Directional Control, LED Split Arrowboard | \$1,813.00 |
| 1 | 8002PA | Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug | \$299.00 |
| 1 | 8004PF | Rear Mounted, LED Beacon Light w/ Limb Guard | \$857.00 |
| 1 | 8004PG | Front Mounted, LED Beacon Light w/Limb Guard | \$857.00 |
| 1 | 8020PL | 14 Light Package, 14 Federal Signal Strobe Lights, LED | \$2,716.00 |

| | | | |
|---|--------------|---|--------------|
| 1 | 8027P | LED Mid-Ship Turn Signals | \$449.00 |
| 1 | 8028P | Worklights (2), LED, Telescoping Boom | \$664.00 |
| 1 | 8029P | Worklights (2), LED, Rear Door | \$540.00 |
| 1 | 8029PA | Worklight, LED, Operators Station | \$495.00 |
| 1 | 8029PB | Worklight, LED, Hose Reel Manhole | \$495.00 |
| 1 | 8029PC | Worklight, LED, Curb Side | \$491.00 |
| 1 | 8029PD | Worklight, LED, Street Side | \$491.00 |
| 1 | 8030P | Hose Reel Wrapped for Delivery | \$0.00 |
| 1 | 9021PB | Camera System, Front, Rear and Both Sides | \$1,000.00 |
| 1 | 9023P | Safety Cone Storage Rack - Drop in Style | \$136.00 |
| 1 | 9070PA | Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers | \$1,646.00 |
| 1 | 9070PB | Long Handle Tool Storage | \$291.00 |
| 1 | 9071PE | Toolbox, Behind Cab - 16w 30h x 96d | \$2,625.00 |
| 1 | 9072PA | Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d | \$2,161.00 |
| 1 | 9075PA | Toolbox, Driver Side Subframe, 60w x 20h x 12d | \$1,346.00 |
| 1 | P112STD | Module Paint, DuPont Imron Elite - Sanded Primer Base | \$0.00 |
| 1 | P124STD | Vactor 2100i Body Decal, Standard | \$0.00 |
| 1 | LOGO-APPL. | Vactor/Guzzler Logos - Applied | \$0.00 |
| 1 | 500655B-30 | Vactor Standard Manual and USB Version - 1 + Dealer | \$0.00 |
| 1 | Chassis- Mod | Chassis Modifications Charges | \$325.00 |
| 1 | PSFT435A-CH | Vactor Supplied Chassis, Tandem Axle, 2022 Freightliner 114SD SFA 6x4, 435 HP, Auto, 66,000 GVWR, GHG | \$128,597.00 |
| 1 | VDS-153 | Freight Charges | \$4,900.00 |

Chassis Source - Vactor Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Certified Unit Weights Required? - No

Chassis Note: None

| | |
|---------------------------|---------------------|
| Factory Price | \$481,062.00 |
| Surcewell Discount | -\$10,271.95 |
| Final Sales Price: | \$470,790.05 |

Price indicated includes approved Special Requests

Price valid for 30 Days from date of 9/20/2021

PROPOSAL DATE: 9/20/2021

QUOTE NUMBER: 2021-42330

Price List Date: 3/1/2021

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing 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 Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

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)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. nonMetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

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 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 ANY 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.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, 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 acknowledgment

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

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

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 cause 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 F.E.T. in such cases belong to Vactor.

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

MOUNTING PRICES: Mounting prices assume normal 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 PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREE 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 anytime by Vactor to exercise any of its rights under this

TERMS AND CONDITIONS

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:

Date: _____