



Date of Council Meeting: October 8, 2013

**TOWN OF LEESBURG  
TOWN COUNCIL MEETING**

**Subject:** Authorizing purchase of a replacement vehicle for cleaning sewer lines.

**Staff Contact:** Amy Wyks, Director of Utilities  
John Creamer, Utility Maintenance Manager

**Recommendation:** Utilities staff recommends the purchase of a replacement vehicle for cleaning sewer lines including a self-contained jet rodder, and a sewer vacuum in the amount of \$329,257.19.

**Fiscal Impact:** This is a fully funded purchase that was anticipated in the approved Fiscal Year 2014 Capital Asset Replacement Fund (3R Reserve Fund) for the Utilities Department. No additional funds are needed.

**Issue:** Should Town Council authorize Town staff to purchase a replacement vehicle for cleaning sewer lines that includes a self-contained jet rodder and a sewer vacuum in the amount of \$329,257.19?

**Background:** Sanitary sewer cleaning is performed by the Utility Maintenance Division using a vehicle that has a self-contained jet rodder and vacuum.–Replacement of the existing 2000 Vac-Con has been anticipated as part of the Repair, Replace, and Renovation (3R) program for the Utility Department fleet vehicles in the approved Fiscal Year 2014 budget for \$350,000.

Staff has reviewed and evaluated various vacuum trucks per the attached truck specifications and cost comparison. As a result, staff recommends purchase of the Vacall AJV 1215 mounted on a 2013 Freightliner through the National Joint Power Alliance (NJPA) with Mid-Atlantic Waste System's contract per the attached quote.

The recommended vehicle is not brand new, but was used by the vendor as a "demo" vehicle that only has 5,000 miles and a total of 10 hours of use. The regular unit price for a brand new vehicle is \$353,937.16. However, since the Town would be purchasing a "demo" vehicle, a discount of \$24,679.97 has been negotiated for a total of \$329,257.19. In addition, the Town will receive \$28,790 for the trade-in of the existing 2000 Vac-Con vehicle which will be deposited into the revenue account for Utilities.

Attachment (1) Cost Comparison  
(2) Quote  
(3) Truck Brochure

	VACALL - DEMO TRUCK	2014 VACALL WITH SAME OPTIONS AS THE DEMO	VACALL	VAC-CON	AQUATECH
BLOWER SIZE	ROOTS 824 - 4000 CFM	ROOTS 824 - 4000 CFM	ROOTS 827 - 4200 CFM	ROOTS 827 - 4200 CFM	ROOTS 827 - 4200 CFM
DEBRIS TANK SIZE	12 YARD	12 YARD	12 YARD	11 YARD	10 YARD
WATER PUMP GPM	85 @ 2000 - VARIABLE FLOW	85 @ 2000 - VARIABLE FLOW	85 @ 2000 - VARIABLE FLOW	60 @ 3000PSI OR 80 @ 2000PSI	80 @ 2000 - VARIABLE FLOW
GALLONS OF WATER	1500	1500	1500	1000	1000
HOSE SIZE	1"	1"	1"	3/4" OR 1"	3/4" OR 1"
BOOM EXTENSION	8'-6", 25' FROM CENTERLINE	8'-6", 25' FROM CENTERLINE	8'-6", 25' FROM CENTERLINE	10' - 26' FROM CENTERLINE	4' - 7' - 20' - 23' FROM CENTERLINE
BOOM ROTATION	180 DEGREES	180 DEGREES	180 DEGREES	270 DEGREES	360 DEGREES
HOSE REEL LOCATION	FRONT	FRONT	FRONT	FRONT	REAR
VACUUM PERFORMANCE 1-5 1 BEING BEST	2	2	2	4	3
PTO TYPE	DIRECT DRIVE - Split Shaft	DIRECT DRIVE - Split Shaft	DIRECT DRIVE - Split Shaft	Hydrastatic	Split Shaft Transfer Case
<b>COST / BASE PRICE</b>	<b>\$353,937.16</b>	<b>\$379,611.00</b>	<b>\$359,542.00</b>		
DAYS FOR DELIVERY	AVAILABLE IN 2- 3 WEEKS	90 TO 120 DAYS	90 TO 120 DAYS	60 DAYS	180 --->210 DAYS
	OPTIONS INCLUDED		options below are in the price but can be removed		ADDITIONAL OPTIONS WANTED
	LARGER ENGINE / TRANSMISSION		if necessary. The other 2 don't have these options.		TOOL BOXES \$3,310
	GALVANIZED TANK \$4,692		Like to keep - GALVANIZED TANK \$4,692	doesn't offer galvanized tank	BACK UP CAMERA'S \$3,661
	LATERAL CLEANING KIT \$4,798		INDEPENDENT PUMP FOR HXX SYSTEM	HXX system works off main pump	HXX system works off main pump
	ADDITIONAL TUBES & CLAMPS \$1,134		instead of working off main pump \$6,970		
VACALL AJV 1215	\$187,655.00	\$187,655.00	\$187,655.00		
OPTIONS	\$54,344.16	\$66,621.00	\$73,292.00		
FREIGHTLINER CHASSIS	2013 Chassis \$111,938.00	2014 Chassis \$125,335.00	2014 Chassis \$98,595.00		
	410 HP 4000 Allison RDS Transmission	410 HP 4000 Allison RDS Transmission	370 HP 3000 Allison RDS Transmission		
NJPA DISCOUNT	\$9,679.97	\$10,078.60	\$10,345.44		
DEALER DISCOUNT	\$15,000.00	\$15,000.00	\$16,000.00		
<b>FINAL COST</b>	<b>\$329,257.19</b>	<b>\$354,532.40</b>	<b>\$333,196.56</b>	<b>\$329,950.00</b>	<b>\$330,611.00</b>
<b>TRADE IN</b>	<b>\$28,790</b>	<b>\$28,790</b>	<b>\$28,790</b>	<b>\$26,500</b>	<b>\$27,000</b>



High-Performance Jet / Vacuum

# AllJetVac

P Series · VACALL™

## Combination Sewer Cleaner With Positive Displacement Blower

AllJetVac P Series combination sewer cleaner models use a positive displacement blower system, setting the industry standard for high performance and reliability. The vacuum and jetting systems are powered by a chassis engine, enabling municipalities and contractors to open clogged sewer lines and remove debris while also reducing fuel consumption and routine engine service cost and downtime. A range of popular unit sizes and power options are available.

### FEATURES & BENEFITS



#### Water tanks have lifetime warranty

Water tanks are fabricated with high quality aluminum for extra strength with a lifetime warranty. Tanks are mounted above the rear fenders, reducing the possibility of damage from highway debris, rocks and stones. Tank position also creates positive head pressure to the water pump inlet.

#### AllSmartFlow™ intelligent control system

AllSmartFlow™ is an innovative CAN bus control system, located inside a protective cabinet, allowing operators to efficiently make more precise adjustments in boom movement. The programmable color LCD display provides detailed information about engine performance, water flow and vacuum functions. A fully proportional pendant, either wired or using wireless capability, is designed for productive control away from the chassis.



#### Rugged debris bodies that are built to last

An oval shape with cylindrical sides creates extra strength and efficient material dumping. An optional flush system cleans the entire interior without requiring operator spraying assistance. Powder coat paint creates a heavy-duty, durable finish, while the optional galvanized tanks carry a lifetime warranty.





### Hose reel rotates into position

Get the jetting action you need, where you need it, with an optional axial pivoting hose reel that can be rotated and easily locked with a flip of a switch into a multitude of positions. The unique, heavy duty reel drive system consists of a rugged planetary gear box driven by a hydraulic motor. The hydraulic motor incorporates a cross port valve cushioning system to take the shock

load off the hose reel hydraulics. Thanks to a dual latching system, there are no pin alignment problems common to other machines in the market.



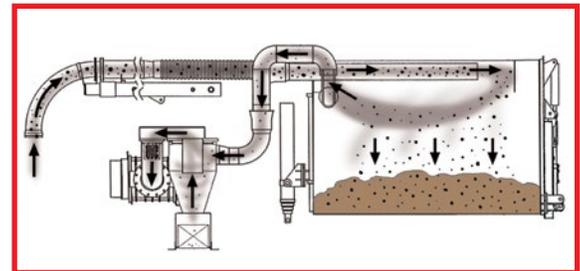
### Tailgate design you'll appreciate

A simple, rugged design with a single control allows the operator to open, close and lock the tailgate. Reverse slope lock wedges actually tighten under the weight of the load. A D-ring gasket and shimmed hinge points create a superior seal and performance.



### Telescoping boom puts vacuum power where you need it

The AllJetVac boom, with the standard 8-foot 6-inch telescopic boom, allows you to place the vacuum power where you need it. The boom's rugged design, lift capacity and rotation will have you spending less time handling the tough jobs and repositioning the unit.



### Unique filtration system

A multi-stage vacuum filtration system has a simplified design to reduce maintenance, extend performance and increase working life. At the rear of the debris body, material is separated by a deflector plate. Remaining material particles and moisture are removed by a cyclone separator. The filtered air then passes through the blower, the silencer and the exhaust.

### Options to customize your machine performance

- Decant valves
- Cold water recirculation system
- Emergency hydraulics
- Multiple blower and water pump choices including a proprietary 85 pgm/2000 psi water pump with 30-minute run-dry guarantee

## VACALL AJV P Series Models • Basic Specifications

	AJV 0610 P	AJV 0612 P	AJV 0810 P	AJV 0812 P	AJV 1015 P	AJV 1215 P
Debris Tank	6 yard <sup>3</sup>		8 yard <sup>3</sup>		10 yard <sup>3</sup>	12 yard <sup>3</sup>
Water Tanks	1,000 gallons	1,200 gallons	1,000 gallons	1,200 gallons	1,500 gallons	
Hose Reel	Front-mounted, pivoting					
Boom	8'6" extending boom 180° rotation					

Certified ISO 9001 • 5/11  
Form No. 11101 • Printed in U.S.A

Vacall machines are designed and manufactured by Gradall Industries, Inc., a world leader in the production of versatile, reliable maintenance machines. It is our policy to continually improve our products. Therefore, designs, materials and specifications are subject to change without notice and without incurring any liability on units already sold. NOTE: some options shown in pictures.



Gradall Industries, Inc. • 406 Mill Ave SW • New Philadelphia, OH 44663  
Phone: (330) 339-2211 • Toll-Free: (800) 382-8302 • Fax: (330) 339-8468  
www.vacallindustries.com





# PROPOSAL

Division of THC Enterprises, Inc.  
 Easton, MD \* Baltimore, MD \* Bedford, VA \* Chesapeake, VA  
 Chester, PA \* Clinton, MD \* Cheswick, PA  
 Phone 800-338-7274 Fax 410-820-9916  
 Visit us on the web! [www.mawaste.com](http://www.mawaste.com)

**Remittance Address**  
 P.O. Box 64104  
 Baltimore, MD 21264-4104

SOLD TO Leesburg, Town of Charles Woodward 1385 East Market Street Leesburg, VA 20176  703-737-7074  Sales Rep Colin Kraus	SHIP TO Leesburg, Town of Charles Woodward 1385 East Market Street Leesburg, VA 20176  703-737-7074
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Quote #	RSSQ20856
Account	
Terms	
Date	09/19/13

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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*NJPA Contract Pricing (#031710-GRD)*

~~VACALL AJV 1215 Mounted on 2014 Freightliner w/  
 Below Chassis & Body Specifications =  
 \$347,662.00~~

STOCK VACALL AJV 1215 Mounted on 2013 Freightliner w/  
 Below Chassis & Body Specifications =  
 \$329,257.19

~~\*\*\*DISCOUNT OF \$18,404.81 ON TOP OF  
 NJPA & DEALER DISCOUNTS\*\*\*~~

1	VACALL AJV 1215 Mounted on 2013 Freightliner 114SD:	\$187,655.00	\$187,655.00
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**SPECIFICATIONS:**

- Engine; Detroit DD-13, 410HP @ 1450lb./ft. Torque
- Transmission; Allison 4000 RDS 6 Speed Automatic
- GVW; 66,000lbs.
- Water Tanks; 1500 Gallons
- Debris Tank; 12 Cubic Yards
- Water Pump; 85gpm / 2000psi via Hydrostatic Drive
- PD Blower; Roots 8x24 @ 18"Hg

\*\*\*LIFETIME WARRANTY on Water and Debris Tanks\*\*\*  
 \*\*\*NEW AllSmartFlow Control System\*\*\*

**Chassis/Mounting:**

- Electric Backup Alarm
- Fenders
- Mud Flaps Behind Rear Tires
- Tow Hooks - Front
- Factory Mounting Single Axle

**Paint / Coatings:**

- Powder Coat Subframe, Power Frame, Hose reel mount and base, and Exhaust Silencer Black
- Powder Coat Unit GRADALL STD Red Dupont #N3781 PT#1445150 Dupont (Excludes Cab & Chassis)
- Debris Tank Exterior Only Powder Coated
- Air/Water Separator Exterior Only Powder Coated Black

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	Debris Tank Galvanized ***Extends Warranty on Debris Tank to LIFETIME***	\$4,692.00	\$4,692.00
	<i>Power Module:</i>		
	- OMSI Transfer Case		
	- Direct Drive For Vacuum Pump		
	- Hydraulic Temp/Level Sight Eye		
	- Hydraulic Filter/Valve on Suction Side		
	- Variable Volume 2.7 CIR Hydraulic Piston Pump Direct Mounted to TC for Hydraulic Functions		
	- Hydrostatic Drive For Water Pump Flows to 85gpm @2000psi (115HP Max)		
1	Platform and Steps on Power Frame	\$952.00	\$952.00
1	Transfer Case Remote Site Glass and Fill	\$518.00	\$518.00
	<i>Debris Tank:</i>		
	- Tailgate Power Up/Down, Hydraulic Locks		
	- Single Hoist Cylinder		
	- Rear Door Safety Prop		
	- Single Debris Body Safety Prop		
	- Stainless Steel Float Ball Shut Off		
1	Stainless Steel Float Ball Cage	\$852.00	\$852.00
1	Float Level Indicator w/ Stainless Steel Ball	\$459.00	\$459.00
1	Internal Tank Flusher - Full Flow ***Rated @ 2000PSI***	\$2,603.00	\$2,603.00
1	Carbon Steel Splash Shield	\$1,339.00	\$1,339.00
1	Ground Level Grease Fitting for Float Level Indicator	\$905.00	\$905.00
1	Ground Level Grease Manifold for Tailgate Hinge and Lock Assembly	\$1,618.00	\$1,618.00
	<i>Debris Tank Decant:</i>		
	- 6" Decant Port Passenger Side w/ 6" Hose Shank and 10' Layflat Hose w/ Storage Basket		
1	Internal Full Size Decant Screen - Hinged	\$585.00	\$585.00
1	Decant 6" Drain Valve - Brass Slide Gate	\$1,028.00	\$1,028.00
1	Sludge Pump System on Rear Door ***4" Hydraulic (710GPM @ 10' Head)***	\$5,050.00	\$5,050.00
1	6" x 24" Tall Bolt on Standpipe on Sludge Pump Port w/ Strainer on Top	\$1,127.00	\$1,127.00
1	4" Drain Valve on Sludge Pump - Brass Slide Gate	\$518.00	\$518.00
	<i>Water Tank:</i>		
	- 4" Air Gap Water Tank Fill		
	- Water Electronic Level Indicator In Front Control Panel Display		
1	2 1/2" Y-Strainer on Fill Line	\$280.00	\$280.00
	<i>High Pressure Water System:</i>		
	- Pressure Relief Valve		

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	<ul style="list-style-type: none"> <li>- Gate Valve on Water Pump Inlet</li> <li>- Strainer on Water Pump Inlet</li> <li>- Drain Valve in Water Pump Supply Line</li> <li>- Water Distribution Manifold Centrally Located</li> <li>- 85 GPM/2000 PSI - F. E. Myers DP85-20 (115 HP) VA39010087</li> <li>- Handgun w/ 25' x 1/2" Hose (800PSI @ 20GPM)</li> </ul>		
1	Passenger Side Self-Winding Handgun Hose Reel -50' x 1/2" Hose and Handgun (800PSI @ 20GPM)	\$1,140.00	\$1,140.00
1	Drain Valves on Water Pump High Pressure Chambers	\$285.00	\$285.00
1	Air Purge System	\$404.00	\$404.00
1	Cold Weather Recirculation Using Independent Electric Pump	\$2,464.00	\$2,464.00
1	<b>**SPECIAL**</b> Hydraulic Lateral Line Cleaning Kit -300ft. Hose -Hydraulic Reel -Nozzle		
1	HXX System off Main Water Pump -15-20gpm @ 2000psi -1/2" x 50' Spring Rewind Hose Reel -1/2" x 50' Hose -Pistol Grip Style Handgun w/ Lance Nozzle	\$3,600.00	\$3,600.00
	<b>Vacuum System:</b> - Cyclone Separator with Drop Box Clean Out - Roots/Dresser 8x24 Vac Pump @ 16"Hg w/ (2) Vac Relief Valves - Carbon Steel Strainer Basket In Cyclone Separator		
1	Upgrade to Roots/Dresser 8x24 @ 18"Hg Vac Pump w/ (2) Vac relief valves (4000cfm)	\$1,000.00	\$1,000.00
1	Air Operated 4" Vacuum Relief -Controlled @ Control Panel and Handeld Pendant	\$1,449.00	\$1,449.00
	<b>Boom:</b> - Front Mounted Hydraulic Boom (180 Degree Rotation) - 8' x 6" Boom Extension (24' x 11" From Center Line) - Steel Boom Elbow		
1	Remote Grease Fitting for Boom Rotation and Extension	\$2,608.00	\$2,608.00
1	Extra Heavy Duty Steel Elbow	\$1,030.00	\$1,030.00
	<b>Hose Reel:</b> - Direct Drive Hose Reel - Front Reel with 800' Hose Capacity: - Hydraulic Hose Reel Tilt (Electric over Hydraulic) - Reel Pivot - 180 Degree with Air Brake (230 Degrees Total)		
1	Digital Footage Counter Displayed @ LCD Screen	\$1,034.00	\$1,034.00
1	Remote Grease Manifold: -Rotate Bearng 2 Swivels -Pillow Block & Pivot Pins -6 Total	\$810.00	\$810.00
1	Dual Roller Telescoping Level Wind	\$717.00	\$717.00

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
<i>Operator Controls:</i>			
- Transfer Shift Controls In Cab			
- Throttle Control at Hose Reel Control Panel			
- Water Pressure Gauge On LCD Display Module			
- Tachometer/Hourmeter On LCD Display Module			
- Vacuum Gauge On LCD Display Module			
- Hydraulic Pressure Gauge			
- Water Pump Hourmeter On LCD Control Display Module			
- Blower Hourmeter On LCD Control Display Module			
- Boom Control Joystick Recessed For Protection			
- Hose Reel Control Joystick Recessed For Protection			
- Water Pump On/Off Switch			
- Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J11939 CAN Communication			
- IP66 Sealed Exterior Electrical Controls and Wiring Harness with Protective Cover (Exceeds NEMA 4 Ratings)			
- Emergency Stop			
- Drivers Side Mounting of Water Manifold and Hydraulic Control Valve			
1	Blower Temp Gauge @ LCD Screen	\$385.00	\$385.00
1	Low Water Light & Horn	\$406.00	\$406.00
1	Override Switch for Low Water Light & Horn	\$183.61	\$183.61
1	Reel Shift For Transfer Case **Engage Blower At Control Panel**	\$1,655.00	\$1,655.00
1	Debris Tank High Level Light Hooked to Vacuum Relief (Req. Float Level Indicator)	\$770.00	\$770.00
1	Wireless Remote Control To Control: -Boom, Throttle, Vac Relief, E-Stop, Water Pump Speed	\$2,988.00	\$2,988.00
<i>Lighting:</i>			
- LED D.O.T. Lighting (Includes Stop, Tail, Turn and Back Up)			
1	Hand Spot w/ 20' Cord, Plug In	\$332.00	\$332.00
1	Boom Work Lights - Two	\$468.00	\$468.00
1	Strobe Light Front	\$308.80	\$308.80
1	Strobe Light Body	\$913.25	\$913.25
2	Strobe Light Limb Guards	\$294.82	\$589.64
1	Rear Mounted Traffic Advisor-Bar Type -Whelen TACF85	\$1,127.00	\$1,127.00
<i>Tool Boxes/ Enclosures/ Storage:</i>			
- Tube Rack Mounted on Silencer (4 Tubes/24' Tubing)			
1	One Lockable Tool Box, Aluminum (18x18x36)	\$406.00	\$406.00
1	Rear Door Tube Rack - Holds (2) Tubes	\$622.12	\$622.12
<i>Packaged Items:</i>			
- One 18 Degree Jetter Nozzle			
- One 30 Degree Jetter Nozzle			
- One Tigertail Hose Guide			
- 24' x 8" Tubes / Clamps (1) 8' (2) 5' (1) 3' (1) 3" Catch Basin Tip			

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	<i>- Pendant Remote Control</i>		
1	10' x 1" Leader Hose	\$143.57	\$143.57
1	600' x 1" Sewer Cleaning Hose	\$2,058.00	\$2,058.00
1	2 1/2" x 25' Fill Hose	\$212.00	\$212.00
2	8" x 7' Aluminum Tube	\$231.00	\$462.00
4	8" x 6' Aluminum Tube	\$231.00	\$924.00
9	8" Travis Irrigation Clamps	\$30.00	\$270.00
1	Hydrant Wrench	\$53.17	\$53.17
	<i>Manuals:</i>		
	<i>- 1 Set of Parts, Operator &amp; Service Manuals</i>		
	<i>Standard Warranty:</i>		
	<i>- Module: 1 Year</i>		
	<i>- Debris Body: Untreated or Weathering Steel 1 Year, Galvanized LIFETIME</i>		
	<i>- Water Tank: Aluminum LIFETIME</i>		
	<i>- Corrosion: 5 Years</i>		
1	Freight		
1	Less NJPA Discounts	(\$9,679.97)	(\$9,679.97)
1	Less Extra Dealer Discount	(\$15,000.00)	(\$15,000.00)
1	Chassis Pricing; 2013 Freightliner 114SD	\$111,938.00	\$111,938.00

*Approximate Delivery: To Be Determined*

*\*\*In stock equipment subject to prior sale\*\**

*Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.*

*Price includes freight.*

*All built per manufacturer's standard specifications.*

*Due to the volatility of the fuel and steel markets, prices are subject to change without notice.*

Subtotal	\$329,257.19
Federal Excise Tax	
Sales Tax	
<b>TOTAL*</b>	<b>\$329,257.19</b>

*\*total does not include optional items*



## TERMS AND CONDITIONS

### 1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

### 2. Price and Payment

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

### 3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(b) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

### 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, BUYER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

### 5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

### 6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

### 7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit.

### 8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the laws of the State of Maryland.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!

PRESENTED October 8, 2013

RESOLUTION NO. 2014-

ADOPTED \_\_\_\_\_

A RESOLUTION: AUTHORIZING PURCHASE OF A REPLACEMENT VEHICLE FOR CLEANING SEWER LINES

WHEREAS, the approved Fiscal Year 2014 Utilities includes funding for purchase of a replacement vehicle that includes a self-contained jet rodder and sewer vacuum; and

WHEREAS, quotes were solicited and received pursuant to the Virginia Public Procurement Act; and the Town has opted to ride the National Joint Powers Alliance (NJPA) contract with Mid-Atlantic Waste Systems; and

WHEREAS, the purchase price for the vehicle is \$329,257.19 has been negotiated, and the Town will receive \$28,790 for the trade-in of the existing vehicle; and

WHEREAS, the Town's Chief Procurement Officer, and the Director of Utilities recommend purchase of this equipment to Mid-Atlantic Waste Systems in the amount of \$329,257.19.

THEREFORE, RESOLVED by the Council of ~~the~~ Town of Leesburg in Virginia that the Town Manager is authorized and directed to purchase this equipment from Mid-Atlantic Waste Systems of Baltimore, Maryland in the amount of \$329,257.19.

PASSED this \_\_\_ day of October 2013.

\_\_\_\_\_  
Kristen C. Umstatt, Mayor  
Town of Leesburg

ATTEST:

\_\_\_\_\_  
Clerk of Council