



Date: 5/29/2020
Branch: 11

VACTOR[®]
Subsidiary of Federal Signal Corporation

We are pleased to submit a proposal for the equipment listed below per the State of Ohio Department of Administrative Services State Term Schedule Number 800724

**Summit County Department of Sanitary Sewer Services
1035 Sweitzer Ave.
Akron, OH. 44301
(330) 643-2411
Attn: Mark Lushes
mlushes@does.summitoh.net**

PROPOSAL ID: 14484

DOHENYCOMPANY.COM

QTY	Option Number	Description	Ohio STS Price	Selected Options
1	2115P	2115 Combination Sewer Cleaner requiring a 66,000 GVW tandem axle cab and chassis with a 370 HP min. diesel engine and a 3000 series Allison automatic transmission	\$ 238,485.00	\$ 238,485.00

Debris Body Options:

1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1033PSTD	60" Dump Height	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	1003P	Debris Body Washout	\$ 1,430.00	\$ 1,430.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$ 1,175.00	\$ 1,175.00
1	1008PA	6" Door Knife Valve, Camloc, Port Basket Screen, 6:00	\$ 1,402.00	\$ 1,402.00
1	1014P	Centrifugal Separators (Cyclones)	\$ 4,998.00	\$ 4,998.00
1	5029P	Cyclone Flush Out	\$ 472.00	\$ 472.00
1	1015PA	Folding Pipe Rack, Streetside	\$ 992.00	\$ 992.00
1	1022P	Rear Door Splash Shield	\$ 1,455.00	\$ 1,455.00
1	1023P	Lube Manifold	\$ 2,161.00	\$ 2,161.00
1	1023PA	Plastic Lube Chart	\$ 60.00	\$ 60.00
1	3021P	Debris Body Level Indicator	\$ 852.00	\$ 852.00

Boom and Blower Options:

1	Vacuum System	Positive Displacement Blower	\$ 16,243.00	\$ 16,243.00
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	1016PSTD	SS Microstrainer Prior to Blower	STD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	6017PSTD	Hydraulic Shutoff Valves	STD	STD
1	7007PSTD	Tachometer & Hourmeter/Blower	STD	STD
1	3015PA	Hot Shift Blower Drive	\$ 1,451.00	\$ 1,451.00
1	3017P	Blower High Temp Safety Shutdown	\$ 506.00	\$ 506.00
1	RBD1015	Vactor Rapid Deployment Boom	\$ 19,900.00	\$ 19,900.00
1	4006PSTD	Front Joystick Boom Control	STD	STD
1	4011PB	Bellypack Wireless Controls	\$ 2,944.00	\$ 2,944.00

Water System Options:

1	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$ 1,295.00	\$ 1,295.00
1	5002PA	80 GPM/2500 PSI	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose & Quick Disconnects	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump w/3" Drain Valve	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship Handgun Coupling	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel	STD	STD
1	2001PSTD	Low Water Light w/Alarm and Water Pump Flow Indicator	STD	STD
1	6005PDSTD	Digital Footage Counter	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill, with 25' Fill Hose	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	3020P	Digital Water Level Indicator	\$ 647.00	\$ 647.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$ 1,639.00	\$ 1,639.00

1	5010PSTD	Jet Rodder Water System Accumulator	STD	STD
1	5015P	Handgun Couplers, Front and Rear	\$ 503.00	\$ 503.00
1	5021P	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle	\$ 3,273.00	\$ 3,273.00
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI	\$ 1,690.00	\$ 1,690.00
1	6004PB	Hose Wind Guide, Auto, Indexing	\$ 4,958.00	\$ 4,958.00
1	6019P	Rodder Pump Drain Valves	\$ 475.00	\$ 475.00
Lighting Options:				
1	8001PB	Rear, Signal Master LED Arrow Stick, 8 Lights	\$ 1,963.00	\$ 1,963.00
1	8020PE	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights	\$ 2,055.00	\$ 2,055.00
1	8028P	Worklights (2), LED, All booms	\$ 745.00	\$ 745.00
1	8029P	Worklights (2), LED, Rear Door	\$ 591.00	\$ 591.00
1	8029PC	Worklight, LED, Curb Side	\$ 470.00	\$ 470.00
1	8029PD	Worklight, LED, Street Side	\$ 470.00	\$ 470.00
Specialty Systems:				
1	9021PSTD	Camera System, Rear Only	STD	STD
Tool Storage Options:				
1	010PSTD	48w x 22h x 24d Curbside Toolbox	STD	STD
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18	\$ 1,882.00	\$ 1,882.00
1	9071PE	Toolbox, Behind Cab	\$ 3,002.00	\$ 3,002.00
1	9072PC	Toolbox, Driver Side Chassis Frame	\$ 2,328.00	\$ 2,328.00
1	9074PA	Toolbox, Driver Side Subframe	\$ 1,268.00	\$ 1,268.00
Chassis:				
1	Chassis	Peterbilt 348 Chassis - Tandem Axle	\$ 104,775.00	\$ 104,775.00
1	Chassis	Class 8 Premium Chassis Upgrade - Tandem Only	\$ 15,050.00	\$ 15,050.00
Chassis Options:				
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD

Total: \$ 443,605.00

Non-STS Options:		Ohio STS Price	Selected Options
1	Auxiliary Hydraulic Cooler	N/C	N/C
1	Lighted Tool Boxes (Excludes Front Bumper Boxes)	\$ 2,500.00	\$ 2,500.00

Thank you for your consideration of this proposal.

Sincerely yours,

Brian Bandura

Brian Bandura
Regional Sales Representative
(330) 486-7218
BrianBandura@DohenyCompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

- *Acceptance of this Proposal is subject to availability of the Equipment listed above.*
- *Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.*
- *The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.*
- *Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.*
- *All payments to be sent by Wire/ACH or mailed to Jack Doheny Companies, ATTN: Accounts Receivable, P.O. 609, Northville, Michigan 48168. Please reference the Invoice No. on all payments.*
- *If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.*

SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.

Summit County Department of Sanitary Sewer Services

Five (5) Year Future Trade Allowance Lease
 One (1) Vactor 2115P Combination Sewer Cleaner
 Annual Payments in Advance

Note: Jack Doheny Companies, Inc. will not execute this lease. Leasing numbers provided are an estimate from Huntington Public Capital Corporation.

Compound Period: Annual
 Nominal Annual Rate: 2.490%

**The interest rate quoted may be higher or lower than the interest rate that you will receive, pending the date of your lease application.*

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	5/29/2020	443,605.00	1		
2	Payment	5/29/2020	60,193.74	5	Annual	5/29/2024
3	Payment	5/29/2025	177,442.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	5/29/2020				443,605.00
1	5/29/2020	60,193.74	0.00	60,193.74	383,411.26
2020 Totals		60,193.74	0.00	60,193.74	
2	5/29/2021	60,193.74	9,546.94	50,646.80	332,764.46
2021 Totals		60,193.74	9,546.94	50,646.80	
3	5/29/2022	60,193.74	8,285.84	51,907.90	280,856.56
2022 Totals		60,193.74	8,285.84	51,907.90	
4	5/29/2023	60,193.74	6,993.33	53,200.41	227,656.15
2023 Totals		60,193.74	6,993.33	53,200.41	
5	5/29/2024	60,193.74	5,668.64	54,525.10	173,131.05
2024 Totals		60,193.74	5,668.64	54,525.10	
6	5/29/2025	177,442.00	4,310.95	173,131.05	0.00
2025 Totals		177,442.00	4,310.95	173,131.05	
Grand Totals		478,410.70	34,805.70	443,605.00	

Last interest amount decreased by 0.01 due to rounding.