



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: September 14, 2023

Agenda Item: 7K

Department: Finance & Administrative Services
Prepared By Jake Rahn, Financial Services Officer
Dave Rebensdorf, Utilities Director

Subject:

CONSIDERATION OF A RESOLUTION APPROVING FLEET REPLACEMENT FOR COMBINATION JET/VAC SEWER CLEANING UNIT 1134 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION

Fiscal Impact:

Yes. The total cost for the purchase of a new MC1510-3S3S Combination Jet/Vac Sewer Cleaning Unit per specifications provided by the Utilities Department is \$703,380. A supplemental appropriation in the amount of \$703,380 to the Fleet Automotive Account #065-824-45600 from the Fleet Replacement Fund balance is necessary to fund this purchase in FY 2024 with the anticipated outlay and delivery to occur in FY 2025.

Summary:

The Resolution before the Council would appropriate the funds and approve the purchase of a 2024 MC1510-3S3S Combination Jet/Vac Sewer Cleaning Unit from Plumbers Depot Inc. to replace Unit 1134, which is approaching the end of its useful life.

Background:

Vehicles purchased by the City are assigned useful lives between 3 and 15 years, based on industry standards and historical information collected by the Fleet Maintenance operations group. Each vehicle is then charged a "replacement" amount, based on the purchase price of the vehicle, expected useful life, and an inflation factor for vehicle price increases. The replacement funds accumulated in the Fleet Replacement Reserve total \$520,200 and a transfer for the difference of \$183,180 will be requested in the FY 2025 sewer budget (non-General Fund) to replenish the funds when the capital outlay happens.

As vehicles approach the end of their useful life, a vehicle's mileage, service hours, and condition are reviewed before a determination is made to replace the vehicle. Based on usage, repairs, and the critical need to have a replacement this vehicle will be ordered.

The truck mounted combination sewer-cleaning unit is utilized to clean and vacuum debris from sewer/stormwater lines and stormwater catch basins infrastructures throughout the City. Unit 1134 will reach its useful life in FY 2025, but due to supply chain concerns and order backlogs, vendors are estimating between 365-425 days for delivery of new units. Staff is requesting to order the replacement now to ensure the availability at the end of the current unit's useful life next fiscal year and in line with the completion of its useful life due to the long lead/build timeframe and critical nature of vactor units to sewer operations.

Staff advertised a Request for Bids on Planet Bid and received two responses. Haaker Equipment for \$661,764 and Plumbers Depot for \$703,377. Neither of the companies are local bidders and staff is not aware of any local companies that can provide the replacement unit. Staff evaluated the aggregate cost of the equipment during its service life, factoring in price, quality and auxiliary costs for continued operation and service. Plumbers Depot's bid meets these metrics with a higher quality-built product with a stainless steel tank that does not require coating maintenance or replacement and offering a free loaner program in the event of equipment breakdown for the life of the equipment (savings of approximately \$20,000 per month for a rental). City Council approval will allow the City Manager to fund and approve the purchase of a new combination sewer-cleaning truck from Plumbers Depot, Inc.

Council Options:

- Adopt Resolution 23-100, which will authorize the purchase of a Combination Jet/Vac Sewer Cleaning Unit and make a supplemental appropriation of \$703,380 to the Fleet Automotive Account #065-824-45600 from the Fleet Replacement Fund balance to fund the purchase.
- Modify and adopt Resolution 23-100.
- Continue the Item and direct staff to provide additional information.
- Deny the request to purchase a Combination Jet/Vac Sewer Cleaning Unit.

Environmental Review/Analysis:

This is not a "project" under the California Environmental Quality Act.

Recommended Actions:

Staff recommends that City Council adopt Resolution 23-100, which would:

1. Authorize the City Manager to execute the purchase of a 2024 MC1510-3S3S Combination Jet/Vac Sewer Cleaning Unit from Plumbers Depot, Inc. for the replacement of the fleet vehicle number 1134 in the amount of \$703,380; and
2. Authorize a supplemental appropriation in the amount of \$703,380 to the Fleet Automotive Account #065-824-45600 from the Fleet Replacement Fund balance.

Attachment:

1. Resolution 23-100
2. Plumbers Depot, Inc. Bid
3. Haaker Bid

Notification:

All bidders.

RESOLUTION NO. 23-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO PURCHASE A COMBINATION JET/VACTOR CLEANING UNIT FROM PLUMBERS DEPOT, INC. IN THE AMOUNT OF \$730,377 AND APPROVING A SUPPLEMENTAL APPROPRIATION RELATED THERETO

WHEREAS, the City regularly uses a Combination Jet/Vactor Sewer Cleaning Unit to clean and vacuum debris from sewer and stormwater infrastructure; and

WHEREAS, the existing unit is nearing the end of its useful life and is due for replacement; and

WHEREAS, the City sought bids for a replacement unit based on identified specifications and received proposals from two companies with slight different units and terms being offered; and

WHEREAS, Plumbers Depot, Inc.'s proposal with a bid amount of \$730,377 for a new unit to replace the existing unit best meets the City's needs and is the lowest responsive and responsible bidder considering long term maintenance and other factors.

NOW, THEREFORE, The City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. That the above recitals are true and correct and incorporated herein as findings.

Section 2. That the City Manager is authorized and directed to execute such documents and take such actions as are necessary and proper to purchase the replacement Combination Jet/Vactor Sewer Cleaning Unit from Plumbers Depot, Inc. for an amount not to exceed \$730,377.

Section 3. That a supplemental appropriation in the amount of \$703,380 to the Fleet Automotive Account #065-824-45600 from the Fleet Replacement Fund balance is hereby approved.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-100 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

GapVax[®]



PREPARED BY

Plumber's Depot

Mike Martin

PREPARED FOR

City of San Clemente

QUOTE

GapVax[®]



QUOTE ID
23260

UPDATED:
7/19/2023



2024 MC1510-3S3S COMBINATION JET/VAC

QUOTE ID: 23260

August 3, 2023

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

OPTION DESCRIPTION	NOTES	QTY
CHASSIS OPTIONS		
CHA001 WESTERN STAR 47X-SF (6 X 4) - 455 HP - 66,000 LB. GVWR - AUTO	MODEL YEAR 2024	1
CUMMINS X12 RATED FOR 455 HP	CONSULT FACTORY	
ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
22,000 LB FRONT AXLE		
46,000 LB REAR AXLE		
WHITE CAB COLOR		1
CURRENT CARB EMISSIONS, CALIFORNIA (50-STATE APPROVED EMISSIONS)		1
DEBRIS BODY OPTIONS		
STD 10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD FULL-OPENING REAR TAILGATE		STANDARD
STD STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1B STAINLESS DEBRIS BODY FLUSH OUT SYSTEM		1
A2A DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A12A FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A17 UPGRADE TO STAINLESS STEEL DEBRIS TANK		1
A21 CURBSIDE LADDER TO PORT INSPECTION AREA		1
A21B ADD FOLDING LADDER EXTENSION	REQUIRES A21	1
A22A GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1
A34B UPGRADE DEBRIS BODY BAFFLE TO STAINLESS STEEL		1
A37A UPGRADE BODY INLET CANNON TO 12" HX STYLE WITH 3" CLEANOUT		1
A39 LONG POLE HOLDER TO ACCOMMODATE (3) 12' CLAM DIGGERS		1
A44 PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		1
WATER TANK OPTIONS		
STD 1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD

STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B6	EXTRA SIGHT TUBE ON DRIVER'S SIDE		1
B10	ADDITIONAL 3" FILTER BETWEEN WATER TANK AND PUMP (3" Y-STRAINER)		1
B20	UPGRADE MANWAY, ANTI-SIPHON, AND WELD IN FITTINGS TO STAINLESS STEEL		1
B23B	STAINLESS BAFFLES IN THE WATER TANK		1
B25	INSTALL CUSTOMER SUPPLIED WATER METER	CONSULT ENGINEERING	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
VACUUM SYSTEM OPTIONS			
STD	TRUE 8" DIAMETER VACUUM SYSTEM		STANDARD
STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX	(PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE		STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN		STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER		STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG	(4) 18" Hg VACUUM RELIEF VALVES	1
C19	UPGRADE TO XL TRANSFER CASE	9-LITER ENGINE = UP TO 5300 CFM, REQUIRES OPTION C8	1
WATER SYSTEM OPTIONS			
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE	OPTION D4 IS RECOMMENDED	1
D3B	GENERAL MKS "2" SERIES WATER PUMP RATED AT 80 GPM @ 2500 PSI	REQUIRES G2 OPERATING SYSTEM	1
D-GPVC	VULKAN VIBRATION DAMPENING COUPLER - WATER PUMP		REQUIRED
D27A	10 GPM / 2,500 PSI HYDRAULICALLY DRIVEN PUMP (COMMON WITH BODY HYDRAULIC SYSTEM)	REQUIRES OPTION J303 HYDRAULIC OIL COOLER	1
D4	UPGRADE TO URACA MULTIFLOW VALVE - SET WASHDOWN CIRCUIT TO FULL PRESSURE FOR HANDGUN APPLICATIONS		1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		1
D4-HX+RA	PNEUMATICALLY OPERATED HX WATER PRESSURE RELIEF VALVE WITH ACTUATED HOSE REEL VALVE (P/N: VAL022790) (G2B)	REQUIRED FOR HX (REPLACES 3-WAY VALVE)	1
D25B	100' X 1/2" HAND GUN REEL FOR HX SYSTEM		1
D35B	1/2" HX LANCE WITH 6' EXTENSION AND RIPS AW NOZZLE		1

BOOM OPTIONS		
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD
STD	CAB PROTECTION RACK	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1
E7	3/16" HEAVY DUTY BOOM ELBOW WITH 6" FORMED CHANNEL RADIUS	1
HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1
F6	UPGRADE FRONT HOSE REEL TO POWER ARTICULATE VIA HYDRAULICS	1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)	1
F16A	DOUBLE ROLLER UPGRADE ON AUTO LEVEL WIND	1
CONTROLS, GUAGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP	STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM	STANDARD
G2B	G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES: <i>WIRELESS NOT INCLUDED, SELECT OPTION G19 OR G21</i>	1
	LOW WATER SHUTDOWN PROTECTION	1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION	1
	ENGINE OVERSPEED PROTECTION	1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS	1
G2B/E-CS	ADD CURBSIDE BOX WITH PANIC SWITCH (INCLUDES SWITCHPACK CONTROLS FOR DUMP CONTROLS, HX, or BODY WASHOUT ONLY IF APPLICABLE OPTIONS ARE SELECTED) <i>REQUIRED WITH HX PACKAGE</i>	1
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF REQUIRES A3	1
G16	BOOM UP LIGHT	1
G21A	WIRELESS REMOTE WITH BOOM, VACUUM AND FRONT HOSE REEL WATER ON/OFF	1
G21-TD	UPGRADE TO AARCOMM TRIDENT REMOTE REQUIRES OPTION G21	1
G21-AWR	ADDITIONAL WIRELESS TRANSMITTER REQUIRES OPTION G19 OR G21	1
LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES	STANDARD
H5C	(2) BOOM WORK LIGHTS - HIGH INTENSITY HELLA PB1500 LED WORK LIGHTS (PN: LHT022406) POWER BEAM / SPOT LIGHT (RATED 1300 LUMEN EACH)	1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H7BC	(4) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (2 PER SIDE)	1
H15B	WHELEN ION SUPER LED FLASHERS - 12 LIGHT HEADS	1
	2 ON EACH SIDE FRONT @ 90 DEGREES, 2 ON EACH SIDE MIDDLE @ 45 DEGREES, 2 ON EACH SIDE REAR (1 @ 45 DEGREES)	1

H40	REAR ARROW - LED - WHELEN TRAFFIC ADVISOR MODEL TA166AL5 (36" X 72")	CONSULT ENGINEERING (LHT022419)	1
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE		1
STORAGE OPTIONS			
STD	25' FIRE HOSE BASKET		STANDARD
STD	TWO (2) GALVANIZED STEEL TUBE TRAYS		STANDARD
I6C-DS	ALUMINUM, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1
I9B	48" TOOL BOX - ALUMINUM, 48" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE		1
I25B	TUNNEL TOOLBOX - ALUMINUM, 30" HIGH X 24" WIDE X 50" DEEP	CONSULT ENGINEERING	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE		2
I14C	TRAFFIC CONE HOLDER ON CURBSIDE		1
I16A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE		1
I16B	WHEEL CHOCK HOLDER (PER SIDE) - CURBSIDE		1
I17A	NOZZLE RACK - SIX (6) NOZZLES, 1"		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR		1
CHASSIS OPTIONS			
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD
J000	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT		1
J001	MUST BE "OMSI" BRAND TRANSFER CASE		1
J0B	FRONT BUMPER - CALIFORNA FRONT BUMPER		1
J3	TOW HOOKS FRONT		1
J4B	TOW HOOKS REAR - FRAME MOUNTED		1
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES		1
J303	ADD HYDRAULIC OIL COOLER TO CIRCUIT		1
PAINT OPTIONS			
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD
STD	PAINT BODY WHITE		STANDARD
STD	PAINT FRAME AND PARTS BLACK		STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
MISCELLANEOUS OPTIONS			
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS		STANDARD
STD	TIGER TAIL HOSE GUIDE		STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M5A	LEADER HOSE 20' X 1"		1
M9H	1" PIRANHA SEWER HOSE - 3,000 PSI X 800 FT PLASTIC (BLUE) (PN: CAT022382)		1

M29B	TWO CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-505A), INCLUDES DVR-916 REAR AND DVR-921 FRONT CAMERA	1
M36	HEAVY DUTY ALUMINUM HX TUBE, 8" X 6' X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP END	1
CUSTOM OPTIONS		
**	MATERIALS SURCHARGE (EFFECTIVE MAY 1, 2022)	1
***	STAINLESS STEEL DEBRIS BODY UPGRADE MATERIALS SURCHARGE (EFFECTIVE MAY 1, 2022)	1
*****	NOTE: CONE HOLDER TO BE MOUNTED ON THE REAR OF THE TRUCK ONE ON EACH SIDE. AND ONE ON FRONT OF UNIT WHERE THERE IS ROOM.	1
*****	OPTION I29 5 GALLON BUCKET HOLDER ON CURBSIDE TOP OF TOOLBOX	1



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:	\$	643,505.00
DELIVERY: (\$1,000.00 MINIMUM)	@ \$4.00 PER MILE	\$ 10,000.00
ESTIMATED SUBTOTAL:	\$	653,505.00
SALES TAX:	\$	49,871.64
TOTAL PRICE (PER UNIT):	\$	703,376.64

ALL PRICES ARE IN US DOLLARS

ALL ORDERS ARE SUBJECT TO CURRENT PRICES IN EFFECT AT THE TIME OF ORDER ACKNOWLEDGMENT. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS AND GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE. ALTHOUGH THE INFORMATION ON THIS QUOTATION IS PRESENTED IN GOOD FAITH AND BELIEVED TO BE CORRECT AT THE TIME OF PRINTING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. WE RESERVE THE RIGHT TO CHANGE, DELETE, OR OTHERWISE MODIFY THE PRICING INFORMATION WHICH IS REPRESENTED HEREIN WITHOUT ANY PRIOR NOTICE. WE CAREFULLY CHECK PRICING SPECIFICATIONS, BUT OCCASIONALLY ERRORS CAN OCCUR, THEREFORE WE RESERVE THE RIGHT TO CHANGE SUCH PRICES WITHOUT NOTICE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIALS. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER FROM THE RELIANCE UPON INFORMATION FROM THESE MATERIALS. PLEASE CHECK YOUR ORDER TO CONFIRM YOUR PRICING INFORMATION

TERMS: 15% DOWN PAYMENT BALANCE DUE UPON COMPLETION. IN THE EVENT OF THE PURCHASERS DEFAULT AND THE TERMINATION OF THIS SALES PROPOSAL AGREEMENT PRIOR TO START OF PRODUCTION, 25% OF THE DOWN PAYMENT SHALL BE FORFEITED AND APPLIED TO GAPVAX, INC. AS PART OF ITS DAMAGES. ONCE PRODUCTION HAS COMMENCED ON THIS SALES PROPOSAL AGREEMENT, IN THE EVENT OF THE PURCHASERS CANCELLING THE SALES PROPOSAL AGREEMENT, OR FAILING TO ACCEPT DELIVERY, OR FAILING TO COMPLETE THE SALES PROPOSAL AGREEMENT, THE ENTIRE DEPOSIT SHALL BE FORFEITED TO GAPVAX, INC. BUT SUCH FORFEITURE SHALL NOT PREJUDICE ANY OTHER REMEDY WHICH GAPVAX, INC. MAY HAVE FOR BREACH OF ANY OF THE SALES PROPOSAL AGREEMENT. IN THE EVENT OF A COMPLETED UNIT NOT BEING FUNDED IN A PROMPT AND TIMELY MANNER, AN ADDITIONAL FEE WILL OCCUR TO COVER THE ADDITIONAL FLOOR PLAN EXPENSE. FEDERAL EXCISE TAX AND DELIVERY ARE LISTED. STATE SALES TAX IS NOT INCLUDED. STATE SALES TAX AND VEHICLE REGISTRATION IS THE RESPONSIBILITY OF THE PURCHASER. EXCLUDES ALL OTHER APPLICABLE TAXES, DUTIES, TARIFFS, BROKERAGE, OR DOCUMENTATION FEES. DELIVERY, IF COORDINATED BY GAPVAX, IS \$3.00 PER MILE, \$1,000.00 MINIMUM.

DELIVERY TERMS: TERMS OF DELIVERY SHALL BE F.O.B. SHIPPING POINT, JOHNSTOWN, PENNSYLVANIA, U.S.A. THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS, UNLESS CHANGED IN THE INTERIM UPON WRITTEN NOTICE FROM THE COMPANY. PLEASE RETURN ONE SIGNED COPY OF THIS PROPOSAL, AND ANY FUTURE CORRESPONDENCE TO: GAPVAX, INCORPORATED, 575 CENTRAL AVE., JOHNSTOWN, PA 15902. BY SIGNING THIS PROPOSAL, PURCHASER THEREBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. ANY PURCHASE ORDER OR ACKNOWLEDGMENT OFFERING TERMS INCONSISTENT WITH THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO BINDING EFFECT WHATSOEVER ON GAPVAX INCORPORATED (THE "COMPANY") OR THE TERMS AND CONDITIONS HEREOF. THIS DOCUMENT AND THE OTHER DOCUMENTS SPECIFICALLY REFERRED TO AS BEING A PART HEREOF, CONSTITUTE THE ENTIRE CONTRACT ON THE SUBJECT MATTER, AND SHALL NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. ASSIGNMENT MAY BE MADE ONLY WITH WRITTEN CONSENT OF THE OTHER PARTY.

SIGNATURE

DATE

Please return a signed copy to betty@gapvax.com

Chassis and Demo Units are SUBJECT TO PRIOR SALE, a 15% deposit is required with signed proposal

QUOTE ID
23260

LAST UPDATED:
7/19/2023

GapVax Incorporated

Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. 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.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. 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 GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. 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 GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. 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 GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. **PRICING DISCLAIMER:** While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder. GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warranty any water system component(s) that show any sign or indication of ice or freeze damage.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

UNIT: 1134 REPLACEMENT (KENWORTH -VACTOR COMBINATION TRUCK).**2023-2024 SPECIFICATIONS FOR NEW COMBINATION TRUCK**

12-Cubic yard capacity debris tank with roots 18" PD Blower, 1500 gallons of water mounted on a 2023 or newer Heavy-Duty Chassis, comparable to a Western Star, powered by a diesel engine, rated at 450 or more HP, mated to an Allison Gen. 5 Automatic Transmission, additional specs listed below:

- Truck Color White
- 48" x 22" x 24" Curbside Aluminum Toolbox
- Mud Flaps
- Electric/Hydraulic 4 Way boom
- Color Coded Sealed Electrical System
- Remote Pendant Control
- Electronic Control Package
- Wash-down handgun assembly
- Y-Strainer at water pump inlet
- S Steel Cylindrical Debris Tank
- Flexible Hose Guide
- Nozzle Storage Rack
- Vacuum Tube Storage
- 1" 800' 2500 psi Rodder hose
- 15' Leader hose
- Flat rear door w/hydraulic door locks and door Power, up/down, Open/Close features
- Debris body relief system
- Debris deflector plate
- Water sight gauge DS/PS
- Liquid/Debris float level indicator
- Boom Transport Post Storage
- Y-Strainer@ water pump with drain valve
- 1" Water relief valve for combination water pump
- Stainless steel micro strainers
- Blower air shift controls
- Hydraulic cooling system
- Mounted water pump
- Hose wind guide
- Hose reel manual hydraulic extend/retract
- Hose reel drive chain cover
- Tachometer/chassis engine with hour meter
- Circuit breakers
- LED Lights, clearance, back up, stop, tail, and turn
- LED read arrow board with full arrow traffic direction indicators
- LED Front lights with traffic direction indicators
- Electronic Back-up alarms

2023-2024 SPECIFICATIONS FOR NEW COMBINATION TRUCK

- Hydraulic Tank Shutoff valves
- Vacuum pipe package
- Emergency flare kit
- Fire Extinguisher- 5 lbs.
- Lower water alarm with water pump flow indicator
- Front boom controls
- Digital hose system/footage/status indicator system PTO hour meter
- Hydraulic oil temp alarm
- Digital water pressure gauge
- 180-degree rotation min 10' telescoping boom
- Boom out of position light
- 2500 minimum PSI water pressure
- 80 GPM Variable flow system
- Hydraulic extending/rotating 15" hose reel minimum capacity 1"x 800'
- Debris body flush out system
- Centrifugal Separation system
- Wireless control system includes hose reel/boom controls
- Hydro excavation kit - including lances, nozzles, storage tray and tube assembly
- Automatic hose level wind guide
- High pressured hose reel
- Front hose reel storage
- Debris body-up alarm
- Work lights 4 (2 per side), 2 rear, 2 front
- Toolboxes 2 front, 1 behind cab, drive side sub frame
- 4 long handle tool storage locations
- Cone racks 2 rear 6 cones per rack, 1 front 3 cones Camera system: front, rear
- Fully incremental adjustable throttle controls from reel and wireless controller
- Maximum operating decibel output of 90
- Hand tool mounts front/back: Pick, sledgehammer
- 250' spring/auto-wind reel side mounted on truck for hydro excavation
- MC propeller water meter
- Mounted Trash and Debris Holder. Mounted On Passenger Side at Waist Level

Specification Compliance Checklist	Yes	No
Truck Color White	✓	
Liquid/Debris Float Level Indicator	✓	
Boom Transport Post Storage	✓	
V-Strainer@ Water Pump with Drain Valve	✓	
1" Water Relief Valve for Combination Water Pump	✓	
Stainless Steel Micro Strainers	✓	
Blower Air Shift Controls	✓	
Hydraulic Cooling System	✓	

2023-2024 SPECIFICATIONS FOR NEW COMBINATION TRUCK

Specification Compliance Checklist	Yes	No
Hose Wind Guide	✓	
Hose Reel Manual Hydraulic Extend/Retract	✓	
Hose Reel Drive Chain Cover	✓	
Tachometer/Chassis Engine with Hour Meter	✓	
Circuit Breakers	✓	
LED Lights, Clearance, Back Up, Stop, Tail, And Turn	✓	
LED Read Arrow Board with Full Arrow Traffic Direction Indicators	✓	
LED Front Lights with Traffic Direction Indicators	✓	
Electronic Back-Up Alarms	✓	
Hydraulic Tank Shutoff Valves	✓	
Vacuum Pipe Package	✓	
Emergency Flare Kit	✓	
Fire Extinguisher- 5 lbs.	✓	
Lower Water Alarm with Water Pump Flow Indicator	✓	
Front Boom Controls	✓	
Digital Hose System/Footage/Status Indicator System	✓	
PTO Hour Meter	✓	
Hydraulic Oil Temp Alarm	✓	
Digital Water Pressure Gauge	✓	
180 Degree Rotation. Min 10' Telescoping Boom	✓	
Boom Out of Position Light	✓	
2500 Minimum PSI Water Pressure	✓	
80 GPM Variable Flow System	✓	
Hydraulic Extending/Rotating 15" Hose Reel Minimum Capacity 1" x 1000'	✓	
Debris Body Flush Out System	✓	
Centrifugal Separation System	✓	
Wireless Control System Including Hose Reel/Boom Controls	✓	
Hydro Excavation Kit - Including lances, Nozzles, Storage Tray, and Tube Assembly	✓	
Automatic Hose Level Wind Guide	✓	
High Pressured Hose Reel	✓	
Front Hose Reel Storage	✓	
Debris Back-Up Alarm	✓	
Work Lights 4 (2 Per Side, 2 Rear, 2 Front)	✓	
Safety Spotlights Installed on Both Sides at Rear of Truck To Light The Work Area Behind Truck	✓	
Toolboxes 2 Front, 1 Behind Cab, Drive Side Sub Frame	✓	
4 Long Handle Tool Storage Locations	✓	
Cone Racks 2 Rear 6 Cones Per Rack, 1 Front 3 Cones	✓	
Camera System: Front, Rear and Sides	✓	

2023-2024 SPECIFICATIONS FOR NEW COMBINATION TRUCK

Specification Compliance Checklist	Yes	No
Fully Incremental Adjustable Throttle Controls from Reel and Wireless Controller	✓	
Maximum Operating Decibel Output of 90 DB	✓	
Hand Tool Mounts Front/Back: Pick, Sledgehammer	✓	
250' Spring / Auto-Wind Reel Side Mounted on Truck for Hydro Excavation	✓	
Water Meter MC Propeller	✓	
Mounted Trash and Debris Holder. Mounted On Passenger Side at Waist Level	✓	
Mounted Water Pump	✓	

*Please include all taxes and fees in quoted price

*Quote must be valid for a minimum of 60 days

*Please upload completed checklist with your submission

NOTES: \$661,763.86

1. Delivery 365 Days after receipt of order.
2. Chassis as specified
3. Comments: The availability of the chassis is subject to the changes happening to current and future STATE OF CALIFORNIA CARB regulation.