

CITY OF YUBA CITY
STAFF REPORT

Date: February 18, 2020
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Mid-Year Capital Acquisition Requests

Recommendation: A. Approve the following mid-year capital acquisition purchases:
1. Hach WIMS System
2. Ford F550 with Aerial Bucket

B. Authorize a supplemental appropriation and related transfers in the amount of \$26,196 from Account No. 7120-63433 to 7120-69201 for the Hach WIMS System (Item 1)

C. Adopt a Resolution awarding the purchase of the Hach WIMS System (Item 1) to Hach Company of Loveland, CO in the amount of \$26,196, with the finding that it is in the best interest of the City.

D. Adopt a Resolution awarding the purchase of a Ford F550 with Aerial Bucket (Item 2) to Terex Utilities, Inc. of Watertown, SD in the amount of \$120,346 by piggybacking on Sourcewell Cooperative Contract No. 012418-TER, with the finding that it is in the best interest of the City.

Fiscal Impact: \$146,542 as follows:
1. \$26,196 – Hach WIMS Software System – Acct. No. 7120-69201
2. \$120,346 – Ford F550 with Aerial Bucket – Acct. No. 6610-69410

Purpose:

To authorize mid-year capital acquisition requests for improved operational efficiencies, customer service, and potential cost savings.

Background:

The Public Works Department has identified the need for two (2) capital acquisitions that were not anticipated during the Fiscal Year 19/20 budget process. Staff is requesting authorization to purchase the following capital acquisitions mid-year:

1. Hach WIMS System (Water Treatment Plant)
2. Ford F550 with Aerial Bucket (Electrical Division)

A discussion of each item along with the fiscal impact is provided below.

Analysis:

Item 1: Hach WIMS System:

Hach Company's Water Information Management Software (WIMS) is a software system that consolidates and stores data for utilities plants, including integrating information from the SCADA system. Council approved the purchase of the Hach WIMS system in February 2018 for the Wastewater Treatment Facility (WWTF). The system has served the facility well, reducing inefficiencies and errors by seamlessly combining information from the plant's operators, instrumentation staff, the SCADA system, and the Laboratory Division.

The Water Treatment Plant (WTP) has similar needs and infrastructure that would be well served by utilizing the same software system as the WWTF. The software meets the satisfaction of the Public Works Department and utilizing compatible software allows for easy integration and reduces training needs for crossover staff, such as the instrumentation, electrical, and laboratory employees, who assist both the WTP and WWTF. Sole sourcing of this software system is allowed per the City's Purchasing Policies and Procedures Section 8-8.4.2, as it is a system with unique performance specifications and staff has significant training and experience with this program.

Item 2: Ford F550 with Aerial Bucket:

The Electrical Division's bucket truck has had multiple issues over recent years that have become expensive and difficult to repair. Even with recent, extensive repairs to the truck's diesel engine, the engine continues to have problems. The Fleet Maintenance Supervisor is recommending the truck for replacement; a functional truck is especially important now that the City has hired a new Electrical Technician who will utilize the vehicle full-time. Public Works is requesting this vehicle now, rather than during the traditional budget process, due to its long wait time of approximately 300 days.

Municipal Code Section 2-6.14 allows for the City to "piggyback" on another agency or cooperative's competitive bid. The nationwide Sourcewell Cooperative competitively bid a truck meeting the general needs of the City and awarded Contract No. 012418-TER to Terex Utilities, Inc. The Fleet Maintenance Supervisor then worked with Terex to finetune the specifications to meet the City's exact needs, which resulted in the attached quote (Attachment 2).

Fiscal Impact:

Item 1: Hach WIMS System:

The total cost of the purchase of the Hach WIMS System, including installation, training, and licensing, is \$26,196. There are sufficient funds available in the WTP's Instrumentation budget for this purchase (Account No. 7120-63433), which will need to be transferred to the Equipment account (Account No. 7120-69201) for depreciation tracking of this capital acquisition. The quote from Hach Company may be seen in Attachment 1.

Item 2: Ford F550 with Aerial Bucket:

The total cost of the equipment purchase meeting the Department's specifications is \$120,346. There are sufficient funds available in the Vehicle Replacement Fund that have been set aside for this vehicle (Account No. 6610-69410).

Alternatives:

1. Deny the purchase of one or more of the acquisition requests.

2. Direct staff to request one or more of the acquisitions in the Fiscal Year 20/21 budget.
3. Direct staff to issue a Request for Quotations for a data management system.
4. Direct staff to issue a formal bid for the purchase of an aerial bucket truck.

Recommendation:

- A. Approve the following mid-year capital acquisition purchases:
 1. Hach WIMS System
 2. Ford F550 with Aerial Bucket
- B. Authorize a supplemental appropriation and related transfers in the amount of \$26,196 from Account No. 7120-63433 to 7120-69201 for the Hach WIMS System (Item 1)
- C. Adopt a resolution awarding the purchase of the Hach WIMS System (Item 1) to Hach of Loveland, CO in the amount of \$26,196, with the finding that it is in the best interest of the City.
- D. Adopt a resolution awarding the purchase of a Ford F550 with Aerial Bucket (Item 2) to Terex Utilities, Inc. of Watertown, SD in the amount of \$120,346 by piggybacking on Sourcewell Contract No. 012418-TER, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution – Item 1 Hach WIMS System
 - a. Hach WIMS Software Quote
2. Resolution – Item 2 Terex Ford F550 with Aerial Bucket
 - a. Terex Ford F550 with Aerial Bucket Quote & Specifications

Prepared by:

/s/ Scarlett O. Harris
Scarlett O. Harris
Administrative Assistant

Submitted by:

/s/ Michael Rock
Michael Rock
City Manager

Reviewed by:

Department Head
Finance
City Attorney

DL
SM
SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF THE HACH WIMS SYSTEM TO HACH
COMPANY OF LOVELAND, CO**

WHEREAS, the City of Yuba City desires to consolidate, utilize, and store essential data for the Water Treatment Plant; and,

WHEREAS, the City desires to purchase Hach Company's Water Information Management Software (WIMS); and,

WHEREAS, the Hach WIMS system is proprietary equipment produced by Hach Company of Loveland, CO; and,

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the software system, and subsequently purchased the Hach WIMS system for the Wastewater Treatment Facility in February 2018; and,

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is a proprietary system with unique performance specifications and staff has significant training and experience with the program; and,

WHEREAS, the City desires to award the purchase of one (1) Hach WIMS system to Hach Company of Loveland, CO in the amount of \$26,196.

NOW, THEREFORE, be it resolved by the City Council of Yuba City that the purchase of one (1) Hach WIMS system be awarded to Hach Company of Loveland, CO in the amount of \$26,196, with the finding that it is in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 4th day of February 2020.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Quote from Hach Company dated May 20, 2019

ATTACHMENT 1a



Quotation

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Number: 100452208v2

Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 20-May-2019

Quote Expiration: 20-Jul-2019

CITY OF YUBA CITY

Name: Terrance Pioro
 Phone: (530) 822-4636
 Email: tpioro@yubacity.net

Customer Account Number : 821419
 Customer Quote Reference: Yuba City DW WIMS Add-on

Sales Contact: Gary Doty Email: gdoty@hach.com Phone: 916-605-6925

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
SOFTWARE					
1	WM-MU-CONUSR	WIMS CONCURRENT USER LICENSE	3	1,040.00	3,120.00
2	WM-FACILITY	WIMS Additional Facilities	1	1,400.00	1,400.00
3	WM-SW	WIMS base software for support contracts.. Standard lead time 5 days.	1	0.00	0.00
4	DMWIMS-SPT-BAS	WIMS yearly support contract - Basic support is 18% of overall software value	1	0.00	0.00
Subtotal					\$ 4,520.00
SERVICES					
5	DM_WIMS-SERVICES	WIMS Services	65	192.00	12,480.00
6	NOSHIPOPENPROJ	KEEPS ORDER OPEN FOR WIMS PROJECT DO NOT SHIP ITEM. Standard lead time 250 days.	1	0.00	0.00
Subtotal					\$ 12,480.00
TRAINING					
7	DM_WIMS-OSTRN-2DAY	Onsite Services Two Day (concurrent) – Project Manager	1	7,200.00	7,200.00
Subtotal					\$ 7,200.00
Claros Collect					
8	COLLECT-WM-L2	Claros Collect yearly subscription. WW - Permit flow – Greater than 5MGD and less than 100MGD DW – Population served -Greater than 70,000 and less than 1,000,000	1	1,996.00	1,996.00
Subtotal					\$ 1,996.00
Grand Total					\$ 26,196.00

NOTES

Hach WIMS Software:

Adding 3 additional Hach WIMS™ concurrent users, 1 facility database to existing Hach WIMS license used on WW.

Implementation Services:

Typically includes (your Project Manager will finalize the scope of work based on your needs):

- Project Administration
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Basic Install Assistance
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.
- Site specific calculation setup
- The Hach Project Manager will complete set up of up to 8 page report or 80 parameter electronic report. Customer to provide copies of reports to match scope. Any additional pages/forms will need to be scoped separately.
- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's and KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters
- Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.
- Implementation assumes internet access is available at installation site.
- Data Migration services are NOT included. Historical data may be imported from SCADA/LIMS systems with Purchased Interfaces.

Onsite Training and Services

2 Days - Onsite Training and Services

- Installation Review
- Training - Basic, Advanced, and Admin (A Hach project manager will create a training agenda based on training requirements)

Mobile Data Collection Tool (Claros Collect):

Capturing remote field data via a web browser or iOS/Android application on unlimited devices. Requires a yearly subscription service. Services include:

- Remote installation of the interface
- Configuration of the interface
- Form Setup Training
- Enable the web services for your forms
- Cross reference up to 10 variables to Hach WIMS
- Training on how to capture data and how to send the data to your Hach WIMS

Note: WIMS 7.7.4 or later or separate installation of interface for earlier versions is required. Additional form setup/scope/work is billed at our standard labor rate, can be requested and will require a change order. An additional hour is required for each 10 variables with cross referencing.

We thank you for the opportunity to provide you with a quote!

When you are ready to place your order, please provide the following:

Billing address

Shipping address

Pricing

A Purchase Order

Freight terms/FOB Origin

Required delivery date

Vendor name should specify "Hach Company" with the Loveland address

Credit terms of payment. Our Payment Terms are 30 Days.

Ship complete? Or, are partials allowed? By 'Default' we ship Partial unless otherwise instructed by the customer.

Tax status

Special invoicing instructions

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.

Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

Standard lead time is 30 days

Sales Contact:

Name: Gary Doty
Title: Regional Sales Manager
Phone: 916-605-6925
Email: gdoty@hach.com

**HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES
FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMSTM)**

ACCEPTANCE: These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order.

COMPLETE AGREEMENT: All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

TERM: SUBSCRIPTION SERVICE ONLY:

INITIAL TERM: Two (2) years

RENEWAL TERM(S): If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to support@hach.com. If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach's then-current rates and charges for monthly Subscription Service.

PRICES: Hach's prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time) Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

PAYMENT AND CREDIT:

SUBSCRIPTION PACKAGE:

PAYMENT AND PRICING: Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years. Cancellations become effective on the last day of the month in which notice is given.

SETUP SERVICE: Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.

EFFECT OF TERMINATION: Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due

OTHER PACKAGES: Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

TAXES: Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

CANCELLATION: Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

DELAY: Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

INSPECTION: Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

SOFTWARE LICENSE, USE AND RESTRICTIONS:

LICENSE. Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

RESTRICTIONS. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

AUDIT. Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

OWNERSHIP AND PROPRIETARY RIGHTS: "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

INTERRUPTION OF SERVICES: Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

CUSTOMER DATA: In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:

SERVICES: Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

SOFTWARE: Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

WARRANTY DISCLAIMERS: EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

HIGH-RISK DISCLAIMER: THE SOFTWARE AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, HOSPITALS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). HACH EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

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LIMITATION ON DAMAGES: IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

SURVIVAL: THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CUSTOMER REPRESENTATIONS: Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

PATENTS: Hach shall defend and indemnify the Customer from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement of any United States patent by any services or software supplied by Hach hereunder, unless made in accordance with Customer's specifications or unless the alleged infringement results from Customer's use of the software or services in combination with products, software or services provided by third parties, in which case the Customer shall defend indemnify Hach from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement. In order for either party to be entitled to indemnification under this provision, party seeking indemnification must, no later than fifteen (15) business days after its receipt or discovery of a claim, provide written notice to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Hach nor the Customer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

LIMITATIONS ON USAGE: The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

INDEPENDENT RELATIONSHIP: As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

ASSIGNMENT: Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

NOTICE: Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

COMPLIANCE WITH LAWS: Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF ONE (1) FORD F550 WITH AERIAL
BUCKET TO TEREX UTILITIES OF WATERTOWN, SD**

WHEREAS, the City of Yuba City desires to piggyback on Sourcewell Cooperative Contract No. 012418-TER to purchase a Ford F550 with aerial bucket for the Electrical Maintenance Division in order to acquire equipment at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. 012418-TER to Terex Utilities of Watertown, SD following a nationwide competitive Request for Quotation process; and,

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and Sourcewell Cooperative pricing and determined them to be fair, reasonable, and appropriate for the Electrical Maintenance Division's equipment; and

WHEREAS, the City desires to award the purchase of one (1) Ford F550 with aerial bucket to Terex Utilities of Watertown, SD by piggybacking on the Sourcewell Cooperative Contract No. 012418-TER negotiated price of \$120,346.

NOW, THEREFORE, be it resolved by the City Council of Yuba City that the purchase of one (1) Ford F550 with aerial bucket be awarded to Terex Utilities of Watertown, SD by piggybacking on the Sourcewell Cooperative Contract No. 012418-TER negotiated price of \$120,346, with the finding that it is in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 4th day of February 2020

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Quote QU13656 from Terex Utilities dated December 9, 2019

ATTACHMENT 2a



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 500 Oakwood Road - Watertown, SD 57201 - Phone: 605-882-4000 - Fax: 605-882-5595

Sourcewell/NJPA Contract #012418-TER - Reference Quote #QU10302 (LT40)

Date: **2/5/2020**

Quote Number: QU13656 Unit: LT40

CITY OF YUBA CITY
1185 MARKET STREET
YUBA CITY, CA 95991
(530) 632-4286
Attention: TONY JAYNE

Baseline Price (#QU10302): \$104,140

Open Market Items (#QU13656): \$8,071

Estimated 7.25% Tax: \$8,135

Final tax amount will be determined at time of invoice.

Grand Total Each: \$120,346

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: FCA, Shipping Point
- 2) Terms: Net 30 days.
- 3) Delivery days from receipt of order shall be 240 - 300

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to

Terex Utilities Inc.

Steve Fedt
Sales Coordinator

Matthew Mayer
Account Manager

Accepted By:

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

⚠️WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Terex Utilities First Article Inspection Policy

To: CITY OF YUBA CITY

Re: QU13656

Date: 10/08/2019

By issuing a Purchase Orders and/or accepting the Customer Order Acknowledgment for an agreed upon specification, CITY OF YUBA CITY has agreed that the unit as presented in the quote documents meets CITY OF YUBA CITY's requirements and specifications. A First Article Inspection (FAI) should not be viewed as an opportunity to change the specification or customize the unit while production is being completed. It is an opportunity for CITY OF YUBA CITY's team members to familiarize themselves with their new unit and ensure conformity to the quoted specification.

As an alternative to an in-person inspection, Terex Utilities' can provide detailed digital and video inspections that allow CITY OF YUBA CITY's team members to avoid the expense and inconvenience of travel, as well as reduce the possibility of production delays. If a facility visit during the build process is scheduled, CITY OF YUBA CITY agrees to pay all travel and accommodation expenses associated with the inspection, either through the PO for the unit or directly.

Because the safety of our customers and team members is the paramount concern of Terex Utilities, facility guests will be required to wear appropriate Personal Protection Equipment including steel toed shoes, safety glasses, and hearing protection. Inspections will be limited to a maximum of four hours, and facility guests will be required to remain with their Terex guide at all times.

When scheduling a facility visit Terex will provide as much notice as possible based on our production schedule. Our goal is to notify CITY OF YUBA CITY three weeks prior to the appropriate date, and we request a response within one week of notification. If CITY OF YUBA CITY's designated team members are not available on the identified date, a digital and/or video inspection may be scheduled in place of the facility visit. In the event that no inspection is possible, production will proceed as documented per the approved drawings and quote documents.

Terex Utilities requests that in-person visits are limited to no more than two individuals, including at least one individual with the authority to accept any agreed upon changes on behalf of CITY OF YUBA CITY. Upon completion of the inspection Terex Utilities will compare the findings with the original quote documents. Any changes or action items will be documented on a new Change Order Form. Please note that Terex Utilities reserves the right to decline requested items not consistent with the original specification. If Terex Utilities accepts the requested items, additional charges may accrue.

Prior to departure, Terex Utilities and CITY OF YUBA CITY will meet to review the Change Order Form in order to address and agree upon any corrective actions. This may require additional engineering review, fabrication, or installation rework to ensure the safety and functionality of the unit, which may lead to additional delays. In the event that the desired changes are not compliant to the original specification, CITY OF YUBA CITY will be required to provide written authorization before Terex Utilities can resume work on the unit. If CITY OF YUBA CITY does not authorize such changes within 24 hours, Terex Utilities will proceed as documented on the original approved drawing and quote documents.

Terex Utilities deeply appreciates the opportunity to work with CITY OF YUBA CITY to ensure that each piece of equipment represents the quality and workmanship for which Terex Utilities is known.

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing

within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller’s liability for death or personal injury when directly related to Seller’s negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer’s representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller (“Information”) shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller’s prior written approval;

provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of non-personal data about the Equipment including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by Seller for warranty, product improvement, marketing, customer support, and research and development purposes, and to monitor, maintain, diagnose, update or repair the Equipment.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United

Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



Terex Utilities, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

12/09/2019

CITY OF YUBA CITY
1185 MARKET STREET
YUBA CITY, CA 95991
Attention: TONY JAYNE

Phone: (530)632-4286

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.
Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:

* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

* Full pressure open center hydraulic system.

* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

* All metallic components of the complete aerial device are powder coat white.

* The fiberglass upper boom, boom inserts, platforms and covers are white.

Qty. Description

* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.

* Warning decals provided with unit.

1 Pedestal.

1 8-Gallon Hydraulic Oil Reservoir.

* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.

* Return filter and oil eyes.

* A ball type shut off valve.

1 A boom rest with a ratchet type tie down strap is provided.

1 A safety harness with lanyard is provided for fall arrest.

1 A padded saddle rest provides platform support during road travel.

1 Vinyl Platform And Control Cover For 24" x 30" Platform:

* Waterproof with internal elastic cord around edge and external elastic cord around control cover.

** ALTERED FROM STANDARD **

1 24X30X40.5 inch platform with walk through door.

1 Auxiliary Let Down for use with Open Center Hydraulics:

* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: "Control-Plus" single stick controller.

* Enable lever must be actuated before operation.

* Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

1 Mounting Kit:

* Behind cab mount for use with torsion bars.

1 Pump for systems requiring 3 to 5 gallons per minute:

*Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

1 Terex Base Chassis Controller:

* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.

Qty. Description

- * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
- * Programmable settings allow installer to customize/select options need for their application.
- * Back-up Camera ready.
- * Screw terminal-type connections and enclosure to cover connections.
- * Recommended for Class 5 chassis
- * Can be used on Class 6 and above chassis with limited outputs (no more than two (2)).

- 1 Tool Tray:
 * Fiberglass tool tray fits upper edge of platform. 19" x 8" x 7" deep.

BODY, INSTALLATION**** BODY INFORMATION ****

- 1 B&G Bodies Inc. Steel Service Body and Accessories:
 * As per the attached Body Specifications.
- 1 Install Aerial Device Behind Cab And Install All Associated Components:
 * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2015.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Chassis Spring Additions:
 * Build up left rear chassis springs to level vehicle.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 Rubber wheel chocks with eye bolt.
- 1 Cone holder bracket, fold down type with base.
 Mounted on front bumper.
- 1 Grab handles as necessary for 3-point contact.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 2 Mud flap with logo 18" tall.
 Note: Trim As-Required.

Qty. Description

- 1 Floor mounted boom rest for LT series.
* consists of 105227 and 102658
- 1 Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Back-up lights are incandescent.
- 1 Lighted license plate bracket kit with incandescent light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 2 Amber LED grill mounted strobe lights.
* Mounted in chassis grill.
* Terex PN: 65323023
- 1 NOTE: All strobe lights are to be wired to a single switch in Terex Chassis Controller switch panel. Strobe light switch is to be programmed to turn on automatically when PTO switch is engaged.
- 1 North American Signal Co. 4WABLEDS split arrow board.
* Left arrow mounted on back of streetside body compartments.
* Right arrow mounted on back of curbside body compartments.
* Controller mounted in cab.
* Terex PN: TBD
- 1 Strobe mounting bracket located on turntable on the LT series.
- 2 Golight 20004 LED spotlight, hand held remote and white in color.

Mounted on top of cab. One streetside and one curbside.
- 1 Hour meter for power take off engagement time or engine hours, specify.
- 1 Receiver tube weldment rear bumper for a 2" receiver.
* Safety rings and reinforcement brackets
Note: Does not include the receiver.
- 1 6-prong trailer socket.
- 1 Timbren rubber stabilizers installed on axle.
- 1 Torsion bar stabilizer for rear axle.
- 1 Exhaust extension for light duty chassis.
- 1 Oil tank mounting for external reservoirs.

Qty. Description

30 Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.

1 Paint line body one color up to 156".
*Note - Paint under carriage black.

* WHITE to match Chassis Cab.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

CHASSIS**** CHASSIS INFORMATION ****

1 2020 Ford F550 4x2 Regular Cab Chassis:
* Gas Engine.
* Includes spare tire.
* As per the attached Chassis Specifications.

SPECIAL CHARGES

1 Delivery to Customer.

1 First Article Inspection, Digital

**** ADDITIONAL INFORMATION ****

* Bluejeans Video.

Qty. Description

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

Quotation Number	10703C		
For the attention of	Steve Fedt Ryan Kloos	Name Telephone	Chad Noeldner (605) 884-1023
Customer:	Terex City of Yuba	Date	11/14/2019

DESCRIPTION

B&G Bodies Inc. 108" line body 40 inches high X 94 inches wide.

18 Inch compartment depth.
58 Inch bed area.
24 Inch top of floor to top of body.
18 Inch horizontal compartment height.
16 Ga. body materials.
12 Ga. treadplate floor.
12 Ga. treadplate compartment tops.
Stainless steel Automotive rotary type door latches.
Stainless steel rod and socket type door hinges.
Gas Cylinder door holders on all vertical hinged doors and
Chain stops on horizontals.
Double Panel Body Doors.
Rubber rolled crown type fenders. **(Ship Loose - With Cutouts)**
Master door lock system.
Automotive Bulb Type Weatherstripping. **(Ship Loose)**
Front bulk head Installed
Two (2) square fuel filler cutouts in Streetside fender panel
Two (2) Jiffy clips installed on both sides of cutouts
Mud Flap brackets -Terex PN65325255 installed
Two (2) - 3/4" Light holes cut out at front of body - One each side

Streetside Compartmentation:

Flip-Top Compartmentation:

108" Long x 8" Deep x 18" Wide 16 guage galvaneal tray with access to trays under
One (1) lift-up lid from outside of body.
- Two (2) Gas cylinder type door holders on lift up lids.
Automotive rotary type door latch installed inside horizontal compartment.
Adjustable dividers installed in tray on 4 inch centers.

1st Vertical:

B&G Bodies, Inc.

2925 9th Ave SW

Watertown SD

30 Inches wide with Two (2) adjustable shelves each with 5 adjustable dividers.

Horizontal:

54 Inch open compartment.

Rear Vertical:

24 Inches wide with Two (2) adjustable shelves each with 4 adjustable dividers.

Curbside Compartmentation:

Flip-Top Compartmentation:

108" Long x 8" Deep x 18" Wide 16 gauge galvaneal tray with access to trays under

One (1) lift-up lid from outside of body.

- Two (2) Gas cylinder type door holders on lift up lids.

Automotive rotary type door latch installed inside horizontal compartment.

Adjustable dividers installed in tray on 4 inch centers.

1st Vertical:

30 Inches wide with Two (2) adjustable shelves each with 5 adjustable dividers.

Horizontal:

54 Inch open compartment.

Eight (8) Adjustable dividers installed in compartment bottom.

Rear Vertical:

24 Inches wide with Two (2) adjustable shelves each with 4 adjustable dividers.

PN 458787 Installed in rear vertical.

Ladder Rack: (Ship Loose)

Horizontal Ladder Rack 108" long 3" high X 20" ID wide with rear roller and tie down loops.

Frame Installation:

Install Customer Supplied LT Insert in Frame and Floor.

* Grounding Plate installed at rear of body. (Ship Loose)

* Five (5) - 1/4" - 20 Jiffy Clips installed on front flat evenly spaced for tying wires.

* Hydraulic tube 22" Long x 3/8" Dia.

Tailshelf:

Treadplate tailshelf 30 inches long X 94 inches wide x 6 inches high with

Streetside underslung compartment with Vertical access door.

Full side and rear skirts to bottom of body.

Pintle mount bumper assembly installed in tailshelf, PN 65345395.

7-Lamp light bar installed at rear.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD

Tailgate:

Removable Composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.

* Includes Pins and Lanyards

Side Access 20" Wide Recessed in Tailshelf on Curbside

Gripstrut access steps to bed area with

12 gauge galvanneal risers and side kickplates.

Wheel Chock Storage:

Two built into body wheelwells curbside.

Grab Handles:

One (1) - 96388 grab handle and One (1) - 86012 Low Profile grab handle

Paint:

Prime Paint Gray, Interior and Exterior.

It is the responsibility of the Customer to interpret the Quote provided by the Body Supplier and to order or include in his quote items which meet the needs of their customer.

Pricing is Good Through Dec 1st 2018.

F.O.B. B&G Bodies Inc, Watertown SD

Quote reflects customer supplied specs, All approval drawings supersede quote.

Best Regards,

Chad Noeldner

Please complete this sheet or include this information on your purchase order.

Prepared for: David West, Terex Utilities
Waukesha, WI 53186
Office: 262-746-7457
Email: david.west@terex.com

2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20



Client Proposal

Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Quote ID: Yuba
Date: 10/25/2019



Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/25/2019

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

David West, Terex Utilities

Waukesha, WI 53186

Office: 262-746-7457

Email: david.west@terex.com

Re: Quote ID Yuba 10/25/2019

Dear David,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/25/2019



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

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Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/25/2019

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs

Dimensions

* **Exterior length: 273.0"** • Cab to axle: 60.0" • Exterior width: 80.0" • Exterior height: 81.7" • Wheelbase: 145.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 21.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.2" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI** • Recommended fuel : regular unleaded • federal • TorqShift 10 speed automatic transmission with overdrive • Rear-wheel drive * **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A * **Transmission PTO provision**

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels • LT225/70SR19.5 GBSW AS front and rear tires • Dual rear wheels

Body Exterior

• 2 doors * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** * **Turn signal indicator in mirrors** • Black door mirrors * **Chrome bumpers** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Cruise control with steering wheel controls** * **Power front windows** * **Driver and passenger 1-touch up** * **Driver and passenger 1-touch down** * **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G LTE WiFi internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror * **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Oil pressure gauge • Compass • Outside temperature display * **Camera(s) - rear** • Trip computer • Trip odometer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: David West

Terex Utilities

Prepared by: Mike Johnson

10/25/2019

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

Safety and Security

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * **Remote activated perimeter/approach lighting** * **Power remote door locks with 2 stage unlock and panic alarm** * **Security system with SecuriLock immobilizer** * **MyKey restricted driving mode** • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	6,811 lbs.	GVWR	18,000 lbs.
Payload	11,350 lbs.		

Front Weights

* Front GAWR	6,500 lbs.	* Front curb weight	3,735 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	6,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	13,660 lbs.	* Rear curb weight	3,076 lbs.
Rear axle capacity	13,660 lbs.	Rear spring rating	13,660 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailing

5th-wheel towing capacity	20600 lbs.	Gooseneck towing capacity	20600 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity

40 gal.

Off Road

Min ground clearance

8 "

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
--------------------	-------------	----------------------------	-------------

Rear Frame

Height loaded	29 "	* Height unloaded	36 "
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Powertrain

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Prepared for: David West



Terex Utilities

Prepared by: Mike Johnson

10/25/2019

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		

Alternator

* Type	Dual	* Amps	397
--------------	------	--------------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	HD

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes

Drive Type

Type	Rear-wheel
------------	------------

Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes		

Drive Axle

Ratio	4.88
-------------	------

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Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

Fuel type Gasoline

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil * **Grade** **HD**

Front Shocks

Type HD

Rear Suspension

Independence DANA M300 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

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**2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)**

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)*Front Wheels*

Diameter 19.5" Width 6.00"

*Rear Wheels*Diameter 19.5" Width 6.00"
Dual Yes*Spare Wheels** **Wheel material** **Steel***Front and Rear Wheels*

Appearance Argent Material Steel

*Front Tires*Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647*Rear Tires*Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647*Spare Tire** **Mount** **Frame mounted** * **Type** **Full-size***Wheels*Front track 74.8" Rear track 74.0"
Turning radius 21.2' Wheelbase 145.0"
Rear tire outside width 93.9"*Body Features*Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
Front tow hook(s) 2*Body Doors*

Door count 2

*Exterior Dimensions** **Length** **273.0"** Body width 80.0"
Body height 81.7" Cab to axle 60.0"

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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

* Axle to end of frame	89.4"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	* Cab to end of frame	149.4"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead ... Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable

Front

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity

3

Front Seats

Split

40-20-40

Type

Split-bench

Driver Seat

Fore/aft

Manual

Reclining

Manual

Way direction control

4

Lumbar support

Manual

Passenger seat

Fore/aft

Manual

Reclining

Manual

Way direction control

4

Front Head Restraint

Control

Manual

Type

Adjustable

Front Armrest

Centre

Yes

Storage

Yes

Front Seat Trim

Material

Vinyl

Back material

Vinyl

Convenience

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Selected Equip & Specs (cont'd)

AC And Heat Type

Air conditioning Manual Air filter Yes

Audio System

Radio AM/FM stereo Radio grade Regular
Seek-scan Yes External memory control SYNC

Audio Speakers

Speaker type Regular Speakers 4

Audio Controls

Steering wheel controls Yes Voice activation Yes
Streaming audio Bluetooth yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2 Primary monitor size (inches) 4.2

Cruise Control

* **Cruise control. With steering wheel controls**

Convenience Features

* **Retained accessory power** Yes 12V DC power outlet 2
Emergency SOS 911 Assist Wireless phone connectivity Bluetooth
Smart device integration App link Upfitter switches Yes

Door Lock Activation

* **Type** **Power with 2 stage unlock** * **Remote** **Keyfob (all doors)**
* **Integrated key/remote** Yes

Door Locks Extra FOB Controls

Remote engine start Smart device

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes Oil pressure Yes
Engine temperature Yes Transmission fluid temp Yes
Engine hour meter Yes

Instrumentation Warnings

Oil pressure Yes Engine temperature Yes
Battery Yes Lights on Yes
Key Yes Low fuel Yes

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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

Door ajar Yes
Brake fluid Yes
Service interval Yes

Instrumentation Displays

Clock In-radio display
Exterior temp Yes
* **Camera(s) - rear** **Yes**
Compass Yes
Systems monitor Yes

Instrumentation Feature

Trip computer Yes
Trip odometer Yes

Steering Wheel Type

Material Urethane
Telescoping Manual
Tilting Manual

Front Side Windows

* **Window 1st row activation** **Power**

Window Features

* **1-touch down** **Driver and passenger**
Tinted Light
* **1-touch up** **Driver and passenger**

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full
Material Cloth

Floor Trim

Coverage Full
Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane
Interior accents Chrome

Lighting

Dome light type Fade
* **Illuminated entry** **Yes**
Front reading Yes
Variable IP lighting Yes

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Price Level: 20 | Quote ID: Yuba

Selected Equip & Specs (cont'd)

Storage

* Driver door bin	Yes
Glove box	Locking
Illuminated	Yes
Dashboard	Yes

Front Beverage holder(s)	Yes
* Passenger door bin	Yes
Instrument panel	Covered bin

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	Order Code 660A <i>Includes:</i> <ul style="list-style-type: none">- Engine: 7.3L 2V DEVCT NA PFI V8 Gas- Transmission: TorqShift 10-Speed Automatic- Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow.- GVWR: 18,000 lbs Payload Package- Tires: 225/70Rx19.5G BSW A/P- Optional spare is 225/70Rx19.5G BSW A/P.- Wheels: 19.5" Argent Painted Steel- HD Vinyl 40/20/40 Split Bench Seat- Includes center armrest, cupholder, storage and driver's side manual lumbar.- Radio: AM/FM Stereo w/MP3 Player- Includes 4 speakers.- SYNC Communications & Entertainment System- Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.
Powertrain	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow.</i>
X8L	Limited Slip w/4.88 Axle Ratio
STDGV	GVWR: 18,000 lbs Payload Package
Wheels & Tires	
TGJ	Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i>
64Z	Wheels: 19.5" Argent Painted Steel
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> <ul style="list-style-type: none">- 6-Ton Hydraulic Jack

Seats & Seat Trim

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**2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)**

Price Level: 20 | Quote ID: Yuba

As Configured Vehicle (cont'd)

Code	Description
A	<p>HD Vinyl 40/20/40 Split Bench Seat</p> <p><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i></p>
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	<p>Radio: AM/FM Stereo w/MP3 Player</p> <p><i>Includes 4 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>
90L	<p>Power Equipment Group</p> <p><i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
473	<p>Snow Plow Prep Package</p> <p><i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i></p>
63C	<p>Aft-Axle Frame Extension Pack</p> <p><i>42.4" aft-of-axle frame extension increases AF dimension to 89.4"</i></p>
61J	6-Ton Hydraulic Jack
62R	<p>Transmission Power Take-Off Provision</p> <p><i>Includes transmission mounted live drive and stationary mode PTO.</i></p>
18A	Upfitter Interface Module
67B	397 Amp Alternators
52B	<p>Trailer Brake Controller</p> <p><i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i></p>

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**2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)**

Price Level: 20 | Quote ID: Yuba

As Configured Vehicle (cont'd)

Code	Description
872	<p>Rear View Camera & Prep Kit</p> <p>Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V.</p> <p><i>Includes loose camera and wiring bundle.</i></p>

Fleet Options

525_	Steering Wheel-Mounted Cruise Control
17F	<p>XL Decor Group (LPO)</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Chrome Front Bumper
96V_	<p>XL Value Package (Fleet)</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - XL Decor Group (LPO) - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control

Emissions

425	50-State Emissions System
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Interior Colors

AS_01	Medium Earth Gray
-------	-------------------

Primary Colors

Z1_01	Oxford White
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Price Level: 20 | Quote ID: Yuba

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

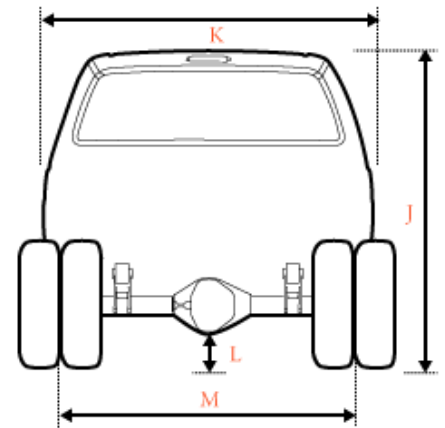
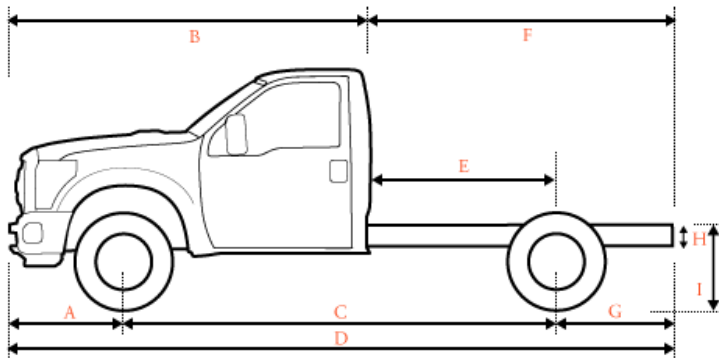
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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	273.00 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	149.40 in.
G	Rear Axle to End of Frame (AF)	89.40 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	35.90 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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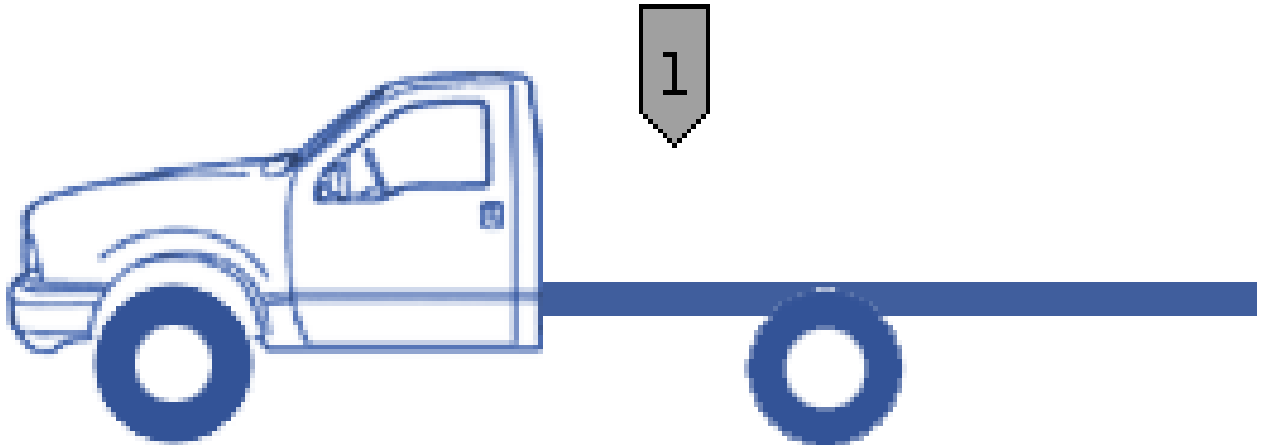


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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	3,735 lbs	3,076 lbs	6,811 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,465 lbs	8,274 lbs	10,739 lbs
TOTAL	6,500 lbs	11,500 lbs	18,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,500 lbs	13,660 lbs	18,000 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,500 lbs	13,660 lbs	
Axle	7,000 lbs	13,660 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Price Level: 20 | Quote ID: Yuba

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	36.03 %
Start grade capability in reverse	4.87	15.00 %	37.33 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.55 %
Maximum grade in 9th gear	0.69	3.00 %	5.29 %
Maximum grade in 10th gear	0.62	3.00 %	4.73 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	120 mph
<i>To meet your requirement you need a maximum axle ratio of 9.39</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 115 hp</i>			
Cruise Speed		60 mph	80 mph
Engine RPM at desired cruise speed			1,945 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Peak Torque RPM:	3,900 rpm
Tire size:	225/70R19.5 (647 rev/mile)	Frontal Area:	40.39 Sq.Ft.
Gross Vehicle Weight (GVW):	18,000 lbs	Cruising RPM:	2,600 rpm
Clutch engagement torque:	234 ft.lbs.	Worst road surface:	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	468 ft.lbs.	Drag Coefficient:	0.80
Engine Power:	350 hp @ 3,900 rpm		

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2020 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 20 | Quote ID: Yuba

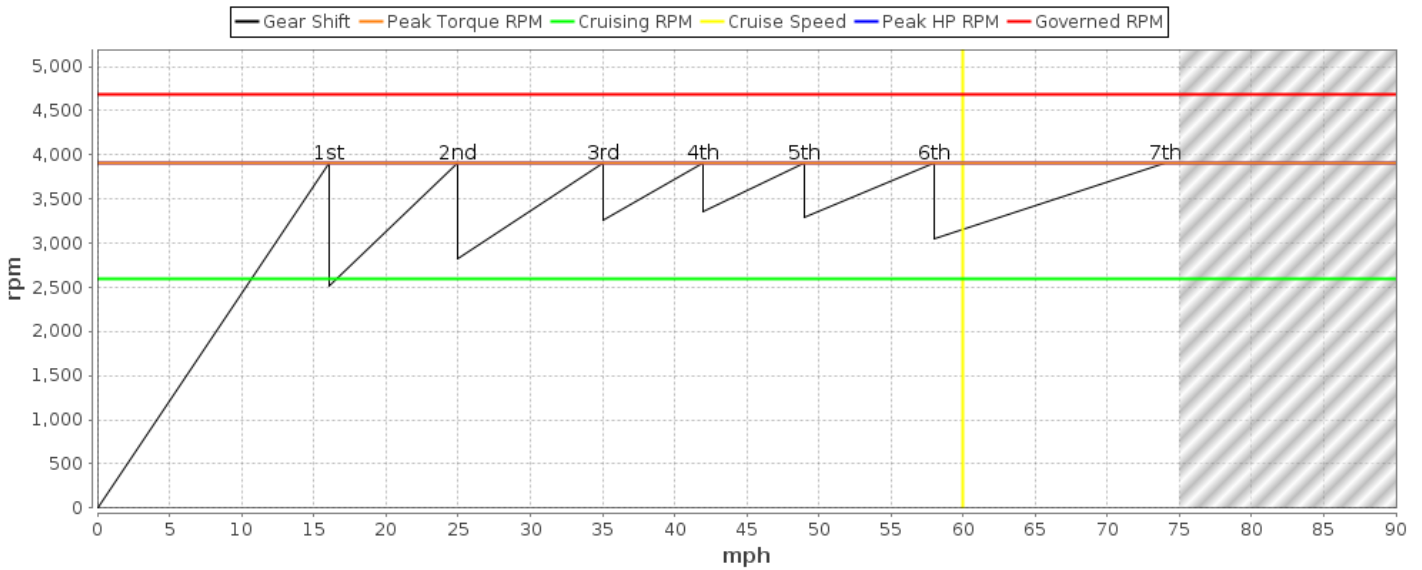
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

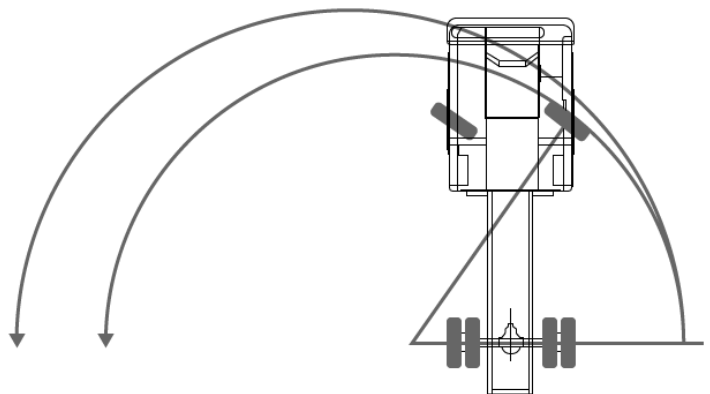
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 21.25 ft



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Preventive Maintenance and Inspection Program



LT40 **Hi-Ranger LT40 Articulating Telescopic Aerial Device**

5 = number of years of preventive maintenance service in the quote
 1 = quantity of units to include in the quote

Include field service travel time (otherwise units will be serviced at a branch)

Please indicate customer location: West of Colorado Mountains

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.* * <i>NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i>	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods** ** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.	Package includes: See custom package configurator
Standard service price: \$4,350 Your package price: \$3,767 You save: \$583	Standard service price: \$10,498 Your package price: \$7,272 You save: \$3,226	Standard service price: \$27,243 Your package price: \$18,871 You save: \$8,371	Standard service price: \$27,243 Your package price: \$18,871 You save: \$8,371	Standard service price: \$16,998 Your package price: \$11,774 You save: \$5,223

Select your package: Basic (customer declines, among others, torque check of critical fasteners)
 Silver Gold Platinum Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Visit us at TEREX.com

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

Hi-Ranger LT40 Articulating Telescopic Aerial Device



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- 90 Days (360 Hours)
- 180 Days (720 Hours)
- 270 Days (1,080 Hours)
- 12 Months (1,050 Hours)
- Dielectric Test (Yearly)
- 5 Years (5,250 Hours)

Include field service travel time

Please indicate customer location:

Custom

Standard service price:

\$16,998

Your package price:

\$11,774

You save:

\$5,223

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A **SCOPE OF SERVICES**

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 90-Day preventive maintenance, 180-Day preventive maintenance, 270-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, and on the 5th year it will provide: 5 years preventive maintenance; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.

- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.

- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.

- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.

- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.

- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B **FEE SCHEDULE**

For the Basic Package: \$3,767; for the Silver Package: \$7,272; for the Gold Package: \$18,871; for the Platinum Package: \$18,871; for the Custom Package: \$11,774; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C **LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED**

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: LT40

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

**TEREX UTILITIES, INC., d/b/a TEREX SERVICES
("Seller")**

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment: Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed.

Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party (“Teleservice Provider”) and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller’s obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller’s collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.