



Presents a Proposal Summary

of the



2100i

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

For

City of Sparks
225 S. 21st St.
Sparks, NV 89431

Alan Freeman
Tel:

PRODUCT DESCRIPTION

- 2100i with Single Engine Dual Stage Fan, 10 Yard Debris Body, 1000 Gallons of Fresh Water

STANDARD FEATURES

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hour meter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves

- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Digital Water Pressure Gauge
- Vactor 2100i Body Decal - Multi-Colored
- Chassis Modifications

ADDITIONAL FEATURES

- 180 Degree Rotation, 5 Ft. Hydraulic Extendable x 5Ft. Telescoping Boom, Front Loading 8" Suction Hose
- 60 GPM Variable Flow Water System
- 3000 PSI Water Pressure
- 3/4" x 600' Piranha Sewer Hose, 3000 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 3:00 Position
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Street side, 8" Pipe
- Folding Pipe Rack, Rear Door, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- 6" Gravity Fill Port on Water Tank
- Vacuum, Vac on the Go for the Single Engine Fan
- Grate Lifting Hook, Installed on Boom
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 5 x 5 Boom
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Handgun Couplers, Front and Rear
- Automatic Hose Level Wind Guide, Indexing
- Fan Flush out System
- Insulated, Wrapped Water Lines
- 2 High Pressured Hose Reels
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug

- Strobe Light, LED, Cab Guard, Federal Signal, Amber
- Revolving LED Beacon, Rear Federal Signal SLR Series, Amber
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- Debris Body-Up Alarm
- Work lights (2), LED, 5 x 5 Boom
- Work lights (2), LED, Rear Door
- Work light, LED, Operators Station
- Work light, LED, Hose Reel Manhole
- Work light, LED, Curb Side
- Work light, LED, Street Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d
- Toolbox, Driver Side Subframe, 60w x 20h x 12d
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- (1) Catch Basin Handle Assembly
- Chassis, Single Axle, 2020 Kenworth T440 6x4, 370 HP, Auto, 66,000 GVWR, GHG
- Vactor Standard Manual and USB Version - 1 + Dealer
- 3/4" storm kit with the 8-jet floor cleaner

Chassis Source - Customer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Door Stripe Color - None

Chassis Axle - Single

Certified Unit Weight Required - No

Factory Total: \$479,329.62

Please remember Price indicated includes unapproved Special Requests

Price valid for 30 Days from date of 7/24/2019

Product Model: 2100i

Product Model: 2100i

Proposal Date: 7/24/2019

Quote Number: 2019-30555

Price List Date: 7/1/2018

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

“THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 30 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: “300” Days ARO **TERMS:** Net 30 Days”

So, the real question is what is warranty for merchantability or fitness and why do we need to put in?

Fit for What Purpose? Understanding the Warranty of Fitness for Particular Purpose

For manufacturing companies, some of the most [important terms](#) in any contract for the purchase or sale of goods are the warranties that apply to those goods. This article will address one particular kind of warranty – the warranty of fitness for particular purpose.

A warranty of fitness for particular purpose generally arises in one of two ways. First, similar to the implied warranty of [merchantability](#) addressed in previous posts on this blog, a warranty of fitness for particular purpose will be implied by law under the Uniform Commercial Code (“UCC”) if certain conditions are met. Specifically, UCC 2-315 provides that

[Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller’s skill or judgment to select or furnish suitable goods, there is unless excluded or modified under the next section an implied warranty that the goods shall be fit for such purpose.](#)

In other words, unless properly disclaimed in the contract, an implied warranty of fitness for particular purpose arises when: (1) the seller knows, or should know, buyer’s purpose for the goods; and (2) the seller knows, or should know, that buyer is relying on seller to determine what the buyer needs for that purpose. Imagine that a customer walks into a watch store, and tells the proprietor that he intends to go scuba diving and needs a watch to monitor his dive time. The customer then asks the proprietor to recommend a watch for the trip. In such circumstances, any recommendation by the proprietor almost certainly will be deemed to include a warranty that the watch is waterproof and otherwise suitable for scuba diving.

Second, the seller may expressly warrant in the contract that the goods will be fit for the buyer’s intended purpose. In such cases, the seller should take care to make sure that it really does know of buyer’s purpose and that the goods are, in fact, fit for that purpose. Unlike in the case of implied warranties, lack of knowledge generally does **not** allow the seller to avoid an express warranty that the goods are fit for buyer’s purpose.

In the context of business-to-business sales in the manufacturing supply chain, a manufacturer may ask, what is the particular purpose for which its goods must be fit? The answer is highly situational. In some cases, the answer may be relatively simple. Similar to the scuba diving example above, a buyer may identify generally the use to which it intends to put the goods. For example, a buyer may ask a seller to supply a widget for use in a particular application.

More often, the answer involves looking at any specifications or other requirements provided by the buyer. For example, a manufacturer may receive from the buyer a set of tolerances that the product must meet. These requirements, together with any additional requirements or specifications provided throughout the process, generally will be considered to describe the “purpose” for which the goods will be used. In some cases, the specifications may be so detailed and all-encompassing as to effectively swallow any separate purpose for which buyer may have intended the goods. If a buyer supplies the manufacturer with detailed engineering drawings and tolerances such that seller is effectively building to print, most courts will hold that the buyer is no longer relying on seller to select the goods and, therefore, the implied warranty of fitness for particular purpose under UCC 2-315 does not apply. Although an express warranty of fitness for particular purpose does not require the buyer to have relied on seller to select the product, a sufficiently detailed set of specifications generally will be found to have fully described the buyer’s purposes such that compliance with the specifications usually is the same as finding that the goods were fit for buyer’s purpose.

Where commercial realities permit, manufacturers should consider disclaiming the implied warranty of fitness for particular purpose and rejecting any express warranty of fitness for particular purposes. This is particularly true where the manufacturer has only partial information regarding the purpose for which the goods will be used. While many buyers may question efforts by a manufacturer to avoid warranties that goods will be free from defect or merchantable, many buyers can be persuaded that it is not reasonable to require a warranty that the goods will be fit for a purpose which the buyer knows better than the seller.

Accordingly, when contracting for the sale or purchase of goods, manufacturers should be aware of the any warranties (express or implied) that the goods may be fit for a particular purpose. Like all warranties, both buyers and sellers must consider whether the warranties are appropriate for the transaction or whether they should be disclaimed or excluded from the contract.

Alan Freeman
(510) 604-9970

Should you choose to buy something other than a Vactor or Elgin just remember that the bitterness of poor quality remains long after the sweetness of low price is forgotten!!

We buy good, used late model Combination Machines and Sweepers. Call today for details.

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

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

2100 Series and HXX only

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

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

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

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

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

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

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANICALITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____