

#230265

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

DISTRICT - ALL

For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott R. Niehaus, Village Manager

DATE : August 7, 2023 Agenda Date August 17, 2023TITLE : Bid Opening For: Tandem Axle Dump TruckSUBMITTED BY: Tom Ellis, Operations Superintendent **RESULTS:**

Date Bids Were Published ____

Bidding Closed ____

Total Number of Bids Received ____

Total Number of Bidders Meeting Specifications ____

Bid Security Required _____ Yes _____ X _____ No

Performance Bond Required _____ Yes _____ X _____ No

Were Any Bids Withdrawn _____ Yes _____ X _____ No

Explanation:

Waiver of Bids Requested? _____ X _____ Yes _____ No

If yes, explain: Sourcewell joint purchase contract #060920-PMC and #080114-MTE

Award Recommended to Lowest _____ X _____ Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:Engineer's estimate/budget estimate \$ 285,697.36Amount of Award \$ 285,697.36**BACKGROUND/RECOMMENDATION:**

Staff seeks Board approval to award a contract to JX Peterbilt of Bolingbrook (IL) for one new tandem axle dump truck.

Has Recommended Bidder Worked for Village Previously X Yes _____ NoIf yes, was quality of work acceptable X Yes _____ No**REVIEW (as needed):**

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



To: Scott R. Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works *CSG*

From: Tom Ellis, Operations Superintendent *TE*

Date: July 20, 2023

Subject: FY22 Vehicle Replacement, Tandem Axle Dump Truck

At the July 15, 2021 Village Board meeting, the Board of Trustees approved the purchase of a 2022 Peterbilt tandem axle snowplow truck from JX Peterbilt of Bolingbrook, IL for \$244,793.64. Village staff was notified the first week of January 2022 the Peterbilt Corporation had cancelled all orders for new truck purchases for 2022 due to parts and equipment shortages and material cost overruns. The Village of Lombard's production slot has been tentatively reserved for a 2023 model year Peterbilt truck. JX Peterbilt notified staff in early July 2023 that a production slot for the Village has finally opened in December 2023. Staff was informed that to secure this production slot, the Village would need to agree to a current production cost of \$285,697.36, a \$29,438.72 increase from the last increase in late 2022.

The FY 2022 vehicle replacement budget included replacement of Public Works tandem axle dump truck ST329. The replacement for ST329 will be equipped with a front plow, wing plow and salt spreader. These trucks are used for hauling large loads, plowing and salting operations. Public Works has a standard set of specifications for these trucks which includes a Peterbilt chassis outfitted with a Monroe dump body, salt spreader and plows. Monroe Truck equipment has agreed to hold their costs as quoted in July 2021. The Peterbilt chassis is available for joint purchase through Sourcewell (formerly NJPA) contract #060920-PMC. The participating Sourcewell Peterbilt dealer in our area is JX Peterbilt of Bolingbrook, IL. The dump body, plow and salt spreader are also available for joint purchase through the Sourcewell contract #080114-MTE. The participating Sourcewell vendor for this equipment is Monroe Equipment of Joliet, IL. The price of the Street Division truck outfitted with the above equipment is now \$285,697.36. The amount in the 2022 budget for this purchase is \$275,000.00 which includes \$45,000 in salvage value for the existing ST329.

I recommend the Board of Trustees approved the change in production costs in the amount of \$29,438.72 for a total of \$285,697.36 for a new Peterbilt dump truck equipped per the Village specifications.



Peterbilt Illinois Joliet, Inc dba JX Truck Center
535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

PURCHASE CONTRACT

Date: 7/18/23
Quote #: DE-02721
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: 19388
Village Of Lombard
255 E WILSON
LOMBARD IL 60148
P:(630) 620-5755

Ship To:
Village Of Lombard
255 E WILSON
LOMBARD, IL 60148

Stock#: TBD	VIN:TANDEM	0 PETERBILT 548	Price:	\$142,828.36
		MONROE BODY Quotation ID: 4BD0005034-2 - SOURCED GOODS		\$141,449.00
		PDI & DELIVERY - SOURCED GOODS		\$420.00
			Per Unit:	\$284,697.36

Total Price	\$284,697.36
Documentation Fee	\$300.00
Title Fee	\$165.00
IL ERT Fee	\$14.00
Total	\$285,176.36

***** Peterbilt Motors Company Sourcewell Contract #060920-PMC. *****

Order Requirements:

- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection

Price is not protected.

Delivery timeframe is not guaranteed.

Quote#:

DE-02721

Date:

7/18/23

Customer: 19388

IMPORTANT BUYER INFORMATION

1. **AS IS SALE.** Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-Installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.

2. **TERMS AND CONDITIONS.** The terms and conditions for this purchase and sale are attached.

3. **NO ORAL AGREEMENTS.** There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.

4. **NON-CANCELLABLE.** This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE:** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF:** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY:** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. **TAXES:** The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. **WARRANTY DISCLAIMER:** A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. **DAMAGE DISCLOSURE: A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. **SAVINGS CLAUSE. GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. **ARBITRATION:** Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. **FINANCING.** Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross trade-in allowance plus all applicable taxes.

21. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-608 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Village Of Lombard

Purchaser

Purchaser's Signature

Date

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-02721

Buyer: Village Of Lombard

Dealer: Peterbilt Illinois Joliet, Inc dba JX Truck Center

Date: 7/18/23

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440

BUYER:

Village Of Lombard

255 E WILSON
LOMBARD, IL 60148

By: _____

Print: _____

By: _____

Print: _____



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0005034-2

Date: 7/6/2021

Valid thru: 8/5/2021

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

LOMBARD, VILLAGE OF (ATTN:)
255 E WILSON AVE
LOMBARD, IL 60148
Ph: 630-873-4400 / Fax: 630-620-8222
Email:

TANDEM AXLE DUMP W/ WING

Chassis Information

Year: 2022	Make: PETERBILT	Model: 348	Chassis Color: WHITE	Cab Type:
Single/Dual: DRW	CA:	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #: N/A	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

SOURCEWELL (NJPA) DUMP BODY PATROL TRUCK PACKAGE (SKU # 9TRR000706)

DUMP BODY - 14' 12 YARD CRYSTEEL HEAVY DUTY "SELECT" STAINLESS STEEL

- SIDES: 34", 7 GA 201SS
- FRONT: 58", 7 GA 201SS
- REAR: 42", 7 GA 201SS
- FLOOR: 1/4" AR4007 6" RADIUS
- WESTERN UNDERSTRUCTURE
- 3/8" X 2" FLAT WALK RAIL BOTH SIDES
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- AIR TAILGATE ASSEMBLY
- (2) LED SPREADER LIGHTS
- POLY LADDER ON DRIVERS SIDE
- RUBBER FLAPS IN FRONT AND BEHIND REAR WHEELS
- UNDERCOATED

CRYSTEEL MARATHON FRONT TELESCOPIC HOIST

- 23.5 TON CAPACITY
- 2000 P.S.I.
- SINGLE ACTING

ILL DOT CABSHIELD - STAINLESS STEEL

1" PINTLE PLATE

- 7 POLE SPADE TERMINAL TRAILER PLUG
- HEAVY DUTY D-RINGS
- LICENSE PLATE BRACKET AND LIGHT

12" X 7 GA., STAINLESS STEEL, SPILL (ASPHALT) PAN

PULLTARP BRAND TARP SYSTEM

- GALVANIZED STEEL HOUSING MOUNTED ON BULKHEAD
- ASPHALT TARP

BRIGADE CAMERA SYSTEM

- (1) 7" MONITOR
- (1) CAMERA SET-UP FOR VEHICLE REVERSE
- (1) CAMERA SET-UP FOR WING
- (2) STEEL GUARD FOR CAMERA
- WASH AND DRY SYSTEM FOR BOTH CAMERA'S

WHELEN, SUPER LED ILL STROBE SYSTEM

- 72" JUSTICE LIGHT BAR MOUNTED ON CAB ROOF
- SCENE LIGHTS MOUNTED IN LIGHT BAR
- CAB GUARD MOUNTED STROBES AND S/T/T/



Description**Amount**

- S/T/T & B/U MOUNTED IN REAR PILLARS OF DUMP
- AMBER & CLEAR STROBES MOUNTED ON OUTSIDE OF REAR PILLARS
- S/T/T MOUNTED ABOVE PINTLE AREA
- PREEMPTIVE SWITCH AND WIRING TO LIGHT BAR FOR CUST. INSTALL
- LIGHT BAR WIRING RUN THROUGH CAB ROOF WITH BULKHEAD FITTING

TRUCK PORTION - QUICK HITCH

- FLAT FOLDING LIFT ARM ASSEMBLY
- PLATES WITH THRUST ARM MOUNTING
- 4" X 10" LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED TO HOOD
- (2) 8" CONVEX MIRRORS MOUNTED (1) OFF EACH PLOW LIGHT BRACKET W/ SUPPORT BRACKET
- PLOW LIGHTS WIRED TO GO OFF WITH IGNITION

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW**STANDARD EQUIPMENT:**

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- 5/8" X 8" ONE-PIECE CENTER PUNCH CUTTING EDGE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD ORANGE
- PUSH FRAME POWDER COATED BLACK
- MAILBOX TRIM ON CURBSIDE
- 36" FLUORESCENT ORANGE MARKERS
- MC6000 PLOW PORTION QUICK HITCH
- SCREW ADJUSTABLE PARKING JACK
- RUBBER SNOW DEFLECTOR
- WINTER BRAND 11' CARBIDE CUTTING EDGE KIT (PART # SYS-RZ11CGC)
- INSTALLED

MONROE V-BOX SPREADER 14' LONG X 56" TALL X 84" WIDE**STANDARD EQUIPMENT:**

MCV HYDRAULIC SPREADER FEATURES SLOT AND TAB MODULAR CONSTRUCTION WITH BOLT-ON COMPONENTRY FEATURING 10 GAUGE AUSTENITIC STEEL HOPPER, 45 DEGREE SLOPED SIDES WITH 2" DOUBLE CRIMPED TOP EDGE, 7 GAUGE STEEL LONGITUDINALS TIED TOGETHER WITH 3" FORMED CHANNEL CROSS SILLS, SINGLE AUGER CONVEYOR SYSTEM WITH SPEED SENSOR INCORPORATED INTO THE AUGER DRIVE MOTOR. TOPGRATE KIT FEATURES HYDRAULIC INTERLOCK KIT TO PREVENT OPERATOR ENTRY INTO THE HOPPER WHILE THE MACHINE IS OPERATING. UNIT SHIPS IN UNFINISHED STAINLESS STEEL. INCLUDES 2' BOLT-ON, REPLACEABLE TAIL SECTION.

- HOPPER LENGTH IS 168 INCHES.
- HOPPER WIDTH IS 84 INCHES.
- HOPPER HEIGHT IS 56 INCHES.
- STAINLESS STEEL HOPPER AND SPINNER CONSTRUCTION
- CONVEYOR SYSTEM WILL BE A SINGLE STEP-FLIGHTED AUGER
- CONVEYOR DRIVE MOTOR WILL INCORPORATE A SPEED SENSOR
- TOP GRATE KIT INSTALLED. IT WILL FEATURE A HYDRAULIC INTERLOCK KIT TO PREVENT OPERATOR ENTRY INTO THE HOPPER WHILE THE MACHINE IS OPERATING.
- STAINLESS STEEL BOLT-ON SPINNER ASSEMBLY
- FRONT BEARING GREASE LINE EXTENSION KIT INSTALLED TO THE REAR
- 24" RUBBER SPILL SHIELD KIT INSTALLED ON THE SIDES AND FRONT OF THE HOPPER WITH STAINLESS STEEL RETAINERS.

- STAINLESS STEEL FOLD UP LADDER KIT INSTALLED ON THE DRIVER'S SIDE TO THE REAR OF THE HOPPER.
- STAINLESS STEEL TAILGATE LATCH KIT
- ELECTRIC, OPEN LOOP PRE-WET KIT, COMPLETE WITH NOZZLE KIT, 3 GPM ELECTRIC OPEN LOOP PUMP IN AN ENCLOSURE BOX
- STAINLESS STEEL ENCLOSURE MOUNT KIT ROTATED TO SIDE
- PAIR OF 180 GALLON TANK KITS WITH STAINLESS STEEL MCV MOUNTS
- CROSSOVER KIT
- FLUSH KIT
- BULK FILL KIT, 1.5" MALE TRUCKSIDE CONNECTION
- NOZZLE QUICK DISCONNECT KIT
- SHUT-OFF VALVE FOR CURBSIDE TANK



Description**Amount**

- STAINLESS STEEL SELF-STORING LEG KIT FOR EVEN-LENGTH MCV HOPPER
- RATCHET STRAP MOUNTING KIT #00063492-E WITH FOUR NYLON RATCHET STRAPS, FOUR RATCHET BINDERS, FOUR STAINLESS STEEL V-BOX MOUNTING BRACKETS AND FOUR STAINLESS STEEL DUMP BODY MOUNTING BRACKETS
- COUGAR 2400 VDC VIBRATOR WITH MOUNTING ON PASSENGER SIDE
- UPPER TAILGATE PINS TIED INTO SPREADER
- RUNNER KIT INSTALLED ON BOTTOM OF V-BOX
- INSTALLED

- 8' MONROE, DOUBLE FUNCTION, TAPERED, TRIP-EDGE, PATROL WING (RIGHT SIDE)
- 35" HIGH INBOARD, 40.5" OUTBOARD, 3/16" THICK MOLDBOARD
- 4" X 4" X 1/2", A36 STEEL, BOTTOM ANGLE W/ 1" THICK WELDED TRIP HINGE BLOCKS
- TOP OF BOTTOM ANGLE BOXED TO THE MOLDBOARD W/ 1/2" PLATE FOR ADDITIONAL STRENGTH
- 1/2" THICK ONE-PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS
- MAILBOX TRIM ON DISCHARGE END
- STANDARD 100% WELDED
- TRIP SECTION ANGLE ASSEMBLY: 3/4" X 3" X 4", A36 STEEL W/ 1/2" THICK TRIP HINGE BLOCKS
- ANGLES PIVOT ON 1-1/4" COLD ROLLED, 1040 STEEL HELD IN PLACE BY 1/2" X 2" EXPANSION PINS
- (6) 1/2" SQUARE WIRE TORSION SPRINGS W/ 3-3/4" OUTSIDE DIAMETER & 11" COILS
- 8' TRIP-EDGE, CARBIDE, 2-PIECE CUTTING EDGE W/ 2-PIECE COVER BLADE
- RIGHT HAND, MID MOUNT, PARA-GLIDE, PATROL WING POST
- 4 X 19 FRONT HEEL LIFT CYLINDER W/ FLOAT LINKAGE (DECELL)
- REAR MOUNT FOR SINGLE PUSH-ARM (TRUNNION MOUNT)
- WINTER BRAND RAZOR CARBIDE CUTTING EDGE KIT (PART # SYS-RZ8CGC)
- DUAL WING MOUNTED LED AMBER STROBES
- LED CLEAR WING LIGHT
- BLADE MARKER ON END OF MOLDBOARD
- SNOW DEFLECTOR ON FRONT OF MOLDBOARD
- SHOT-BLASTED & POWDER-COATED ORANGE
- POWDER-COATED BLACK HARDWARE

MANUAL/ELECTRIC HYDRAULICS PACKAGE**STANDARD EQUIPMENT:**

- HOIST: 4 WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- AUGER: 2 WAY, 14 GPM
- WING TOE: 4 WAY/3POS W/500 PSI A PORT RELIEF, 20 GPM MANUAL
- WING HEEL: 4/WAY/3POS W/500 PSI A PORT AND 1700 B PORT RELIEFS, 20 GPM
- SPINNER: 2 WAY, 7 GPM
- 30 GALLON CAPACITY STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- MANUAL LEVER CONTROLS IN FLOOR MOUNTED CONTROL STAND
- BLAST/PASS CONTROL FOR PLOW LEVER
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- ROAD WATCH TEMPERATURE SENSING SYSTEM (INDEPENDENT)
- S.S. HYDRAULIC TUBING TO REAR
- SWITCH PANEL MOUNTED ON CONTROL CONSOLE
- INSTALLED

Quote Total: \$141,449.00**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet <input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcwell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO <input type="checkbox"/> MSO			20414
Customer Signature:			Date of Acceptance:	

