



AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, November 20, 2024 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Join Zoom Meeting

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmILVEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080 Passcode: 206751

One tap mobile +13092053325,,2708608080#,,,,*206751# US

AGENDA

Call to Order - Roll Call

Approve Minutes

[October 2024 Minutes](#)

Discussion Items

1. Airport Update
2. [Request to Appear - James Spieker](#)
3. [Approval of S50 Base Station Purchase](#)
4. [Approval of Plow Chassis](#)
5. [Bid Approval - Dump Body](#)
6. [Bid Award for 2025 Sanitary Sewer and Water Main Improvements](#)
7. Project Updates
8. Payment of Monthly Water & Sewer Bills
9. Departmental Reports
10. Director's Report
11. Set Next Meeting Date

Adjourn

NOTICE: It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Becki Weyer, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.



AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, October 16, 2024 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Call to Order - Roll Call

John Glynn (P), Dean Peterson (P), Patrick Devine (P), Brian Rice (P), Kerwin Greeno (A), Mayor Paul Dwyer (P), Richard Yarrington (P).

Also present, Director Kirk Arity (P), Brandy Leis (P), Joe Kube (P), Jeff Marten (P)

Approve Minutes

Motion by Peterson, seconded by Rice, to approve minutes as presented. All ayes. Motion carried.

Discussion Items

1. Airport Update
Everything is going well.
2. Airport Rate Lease
Motion by Peterson, seconded by Glynn, to leave rates as is. All ayes. Motion carried.
3. Purchase Approval of Pusher
Motion by Peterson, seconded by Glynn to purchase Pusher from Casper's Truck Equipment as presented. All ayes. Motion carried.
4. Project Updates
ET/W Vets. – seeded, asphalt will be done next week.
Motion by Peterson, seconded by Rice, to approve pay request as presented. All ayes. Motion carried.
5. Payment of Monthly Water & Sewer Bills
Motion by Peterson, seconded by Glynn, to approve water bills as presented. All ayes. Motion carried.
Motion by Peterson, seconded by Glynn, to approve sewer bills as presented. All ayes. Motion carried.
6. Departmental Reports
Sewer – Area Container back on track. Straw St. light station seal out – USEHCO will do the repair. Public Works department hauled 26 loads of sludge out of the plant. Cleaning light stations. Pumping 1.0 million gallons/day.

Water – VA using a lot of water. 1.7 million gallons/day – with flushing on well. Letters for replacing galvanized service will be mailed out. Lane Tank did an inspection on water tower. Performed meter testing, no breaks or leaks.

Public Works Commission – October 16, 2024

Public Works – working on cleaning ditches, painting building. Leaf Vac will go out next week. Will start E. Juneau project next week also.

7. Director's Report
Demo on Superior Ave. buildings has started.
8. Set Next Meeting Date
November 20, 2024

Adjourn

Motion by Yarrington, seconded by Peterson, to adjourn at 5:54 PM. All ayes. Motion carried.

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STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Request to Appear – James Spieker

**Summary and background information:
(Appropriate documents attached)**

Please see attachment

Fiscal Note:

N/A

Recommendation:

Recommendation based on discussion.



Public Works Director
Kirk Arity



Date

CITY OF TOMAH

819 SUPERIOR AVENUE
TOMAH, WI 54660
OFFICE (608) 374-7431 FAX (608) 374-7444

REQUEST TO APPEAR BEFORE COMMITTEE

DATE OF REQUEST: 11/11/24

NAME: James Spieker

ADDRESS: 1522 Lagrange Ave, Tomah, WI, 54660

PHONE #: 910-750-6069 E MAIL ADDRESS James.Spieker@gmail.com

COMMITTEE NAME: Public Works and Utilities Commission

COMMITTEE DATE: _____

AGENDA ITEM AND DESCRIPTION/EXPLANATION:

To discuss having speed bumps installed in the school and park zone of
Lagrange Ave, one at the base of the hill by ball field parking lot and another
located at the top of the hill at the start of the school zone. This area is getting
worse with distracted and wreckless traffic. Today (11/11/24) a car came through
at 60+ mph in a 25 zone. Residents in this area who try to get drivers to slow
frequently get disregarded, harrassed, flipped off, and they u-turn and do it again.
Residents would like speed bumps installed to prevent a child or park pedestrian
from a reckless driver. Pending results of this meeting a discussion with state
elected offials will be held to ask for extra assistance if nothing on a local level
is available. Extra patrols of police only work for a small period of timem, with
little to no effects on the wreckless nature of drivers.

This form must be submitted to the appropriate department head at least ONE WEEK PRIOR to the scheduled date of the Committee/Council meeting. This is to ensure that the requested item is placed on the agenda prior to the agenda being sent out. If you have additional information, please attach it to this form.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of S50 Base Station purchase

**Summary and background information:
(Appropriate documents attached)**

See attached synopsis. The programming for compiling of the water usage throughout the city is losing support for the system. To maintain continuity to our billing system, the following upgrades are needed.

Fiscal Note:

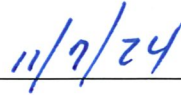
\$50,600

Recommendation:

I recommend the Public Works and Utilities commission approve the purchase as attached.



Director of Public Works
Kirk Arity



Date

Tomah S50 Base Station synopsis of replacement recommendation.

October 31st, 2024

Hi Kirk,

I attached the information from the Sensus Product Information Notice below (PIN), I highlighted the key information. On September 9th this PIN was released letting us know that older Base Stations with a Lynx processor will not be able to run the latest software, and support of these Base Stations will end July 2025. We had the Sensus network team look at all our customers that are under the Sensus SAAS in Wisconsin. Unfortunately, Tomah was the only one remaining that has this type of Base Station.

The original startup for the Tomah AMI system was around 2009-2010, I am not sure of the exact date, my records do not go back that far. The original system included 2 servers that were installed onsite. These servers became outdated in 2016. At that time Tomah switched to a SAAS platform where the city would no longer be responsible for software and hardware refreshes on these servers.

For the past 14-15 years the base station has performed quite well. I can only remember one time the transceiver had to be sent in for repair. As time has passed, technology has changed dramatically in the hardware and software world. This PIN is informing customers that as of July 2024 Sensus will no longer support this Base Station Platform. This does not mean the Base Station will stop working at that point. This Base Station may work for many years.

Our goal at Core and Main is to get in front of any potential issues that will affect your reading system in the future. As we all know, things break at the most inopportune time. The quote was sent to provide an estimate of replacing the existing Base Station.

The S50 / S100 transceiver family with the Lynx processor is unable to run the Unified base station operating system (OS). S50 / S100 transceiver hardware with Lynx processors must be upgraded for your base stations to stay on a supported Unified OS that has the latest feature set and security patches.

The Unified base station OS is required to remain current with OS security patches. This includes the Unified 2.X and Unified 3.X releases. Unified 2.9.3 is the last release in the Unified 2.X series and will transition to end of support in July 2025. Unified 3.1.4 is the most recent release in the Unified 3.X series. FlexNet base station transceiver hardware capable of running the Unified OS includes the S50 / S100 with Tomcat processor, the M400, and the M420. The R100NA continues to be Unified capable. Compatibility Requirements: • Unified 3.X requires a minimum Network

Command Suite (NCS) version of 2.0 or later. o Unified 3.X requires NCS 2.0 (includes NetConfigure) to manage certificates, keys, and remote connectivity. The M420 XCVR hardware platform only operates with the Unified 3.X operating system. • NCS 2.0 requires a minimum RNI version of 4.10.2 or later. o NCS 2.0 is a requirement for managing Unified 3.X and greater base stations. NCS 2.0 is still compatible with Unified 2.X for all other NCS functionality outside of base station configuration. Please ensure you have NCS 2.0 installed before upgrading base stations to Unified 3.X.



Bid Proposal for Tomah - M420 Base Station 10-31-24

TOMAH WATER DEPARTMENT

Job Location: Tomah, WI

Bid Date: 10/31/2024

Core & Main Bid #: 3755778

Core & Main

15655 West Rogers Dr

New Berlin, WI 53151

Phone: 2627865186

Fax: 2627864240

Seq#	Qty	Description	Units	Price	Ext Price
10	1	M420B2 BASE STATION WITH SPM-900	EA	40,600.00	40,600.00
20	1	BASE STATION INSTALLATION	EA	10,000.00	10,000.00
				Sub Total	50,600.00
				Tax	0.00
				Total	50,600.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Plow Chassis

**Summary and background information:
(Appropriate documents attached)**

Attached are the quotes

Fiscal Note:

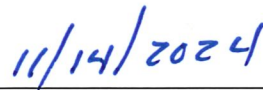
\$131,771

Recommendation:

I recommend the approval of the Western Star 47X for \$131,771.



Public Works Director
Kirk Arity



Date

Prepared for:
JOE KUBE
TOMAH CITY OF
819 SUPERIOR AVE
TOMAH, WI 54660
Phone: 608-344-1626

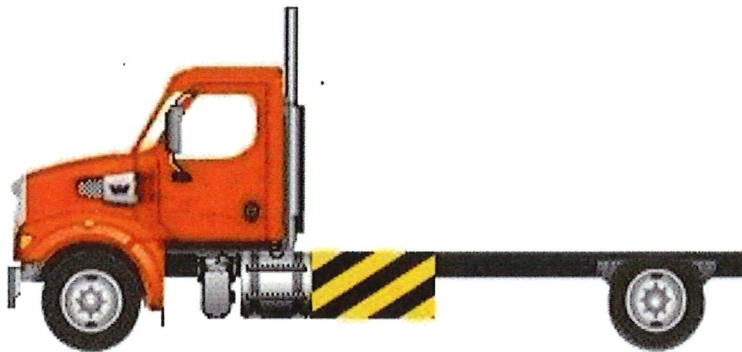
Prepared by:
Joe Retzlaff
PREMIER TRUCK GROUP OF LA CROSSE
3959 NORTH KINNEY COULEE ROAD
LA CROSSE, WI 54601
Phone: 608-792-5257

A proposal for
TOMAH CITY OF

Prepared by
PREMIER TRUCK GROUP OF LA CROSSE
Joe Retzlaff

Aug 30, 2024

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.9.905
Data Version PRL-29X.007
Tomah 47X SFA SA Plow W Wing

08/30/2024 10:43 AM

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Prepared for:
 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
 Phone: 608-344-1626

Prepared by:
 Joe Retzlaff
 PREMIER TRUCK GROUP OF LA CROSSE
 3959 NORTH KINNEY COULEE ROAD
 LA CROSSE, WI 54601
 Phone: 608-792-5257

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear	Retail Price
Price Level			
WST 47X/49X PRL-29X (EFF:MY26 ORDERS)			STD
Data Version			
SPECPRO21 DATA RELEASE VER 007			N/C
Vehicle Configuration			
WESTERN STAR 47X	9,050	6,525	\$225,058.00
2026 MODEL YEAR SPECIFIED			STD
SET FORWARD AXLE - TRUCK	-480	480	N/C
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15	N/C
LH PRIMARY STEERING LOCATION			STD
General Service			
TRUCK CONFIGURATION			STD
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			STD
CONSTRUCTION SERVICE			STD
GOVERNMENT BUSINESS SEGMENT			N/C
DIRT/SAND/ROCK COMMODITY			STD
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
MAXIMUM 8% EXPECTED GRADE			STD
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
WESTERN STAR VOCATIONAL WARRANTY			STD
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			

Application Version 11.9.905
 Data Version PRL-29X.007
 Tomah 47X SFA SA Plow W Wing

08/30/2024 10:43 AM

Page 2 of 20

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 TOMAH CITY OF
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Description	Weight Front	Weight Rear	Retail Price
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs			
Truck Service			
FRONT PLOW/END DUMP BODY			N/C
UNIVERSAL TRUCK BODY			N/C
Engine			
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM	-850	-70	(\$19,925.00)
Electronic Parameters			
72 MPH ROAD SPEED LIMIT			N/C
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
PTO MODE ENGINE RPM LIMIT - 1600 RPM			STD
PTO RPM CONTROL WITH STEERING WHEEL SWITCHES			N/C
FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
CRUISE CONTROL BUTTON PTO CONTROL			N/C
PTO SPEED 1 SETTING - 600 RPM			N/C
AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING			N/C
PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING			N/C
ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION			N/C
Engine Equipment			
EPA 2010/GHG 2024 CONFIGURATION			STD
STANDARD OIL PAN			N/C
OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY			\$83.00
SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER, PASSIVE PRECLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR	10		\$926.00
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10		N/C
(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES			STD
PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB			STD

Prepared for:
 JOE KUBE
 TOMAH CITY OF
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 TOMAH, WI 54660
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Prepared by:
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 Phone: 608-792-5257

Description	Weight Front	Weight Rear	Retail Price
BATTERY BOX MOUNTED UNDER PASSENGER SEAT			STD
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
PLASTIC BATTERY BOX COVER			STD
AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE	5		\$354.00
NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		\$261.00
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$118.00
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20		(\$2,253.00)
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH			STD
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			STD
STANDARD CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)			\$145.00
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
13 GALLON DIESEL EXHAUST FLUID TANK	9	3	(\$187.00)
UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER			STD
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD
ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE			\$246.00

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 TOMAH CITY OF
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Description	Weight Front	Weight Rear	Retail Price
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$10.00
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10		N/C
CUMMINS SPIN ON FUEL FILTER			N/C
FULL FLOW OIL FILTER			STD
1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20		\$337.00
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
STANDARD CHARGE AIR COOLER PLUMBING			STD
RADIATOR DRAIN VALVE			N/C
LOWER RADIATOR GUARD			STD
1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20		\$1,338.00
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$20.00
PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	4		\$31.00
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			\$80.00
ELECTRIC GRID AIR INTAKE WARMER			N/C
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C
Transmission			
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130	(\$13,960.00)
Transmission Equipment			
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES			N/C
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD

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Description	Weight Front	Weight Rear	Retail Price
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
NEUTRAL AT STOP ENABLED			\$420.00
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS			\$200.00
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$84.00
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			STD
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			STD
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED			STD
WATER TO OIL TRANSMISSION COOLER			STD
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment			
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90		\$1,700.00
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20		(\$640.00)
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		(\$278.00)
NON-ASBESTOS FRONT BRAKE LINING			STD
MERITOR STEELLITE X30 FRONT BRAKE DRUMS	-40		\$514.00

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 JOE KUBE
 TOMAH CITY OF
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Description	Weight Front	Weight Rear	Retail Price
FRONT BRAKE DUST SHIELDS	5		(\$3.00)
FRONT OIL SEALS			STD
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			\$172.00
DUAL POWER STEERING GEARS, BENDIX 16-20K	80		\$1,542.00
4 QUART POWER STEERING RESERVOIR	5		N/C
OIL/AIR POWER STEERING COOLER	5		N/C
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			STD
Front Suspension			
18,000# FLAT LEAF FRONT SUSPENSION	240		\$265.00
THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION			N/C
AUXILIARY AIR SPRING ON RIGHT SIDE FOR PLOW APPLICATIONS	25		\$945.00
NO FRONT SHOCK ABSORBERS	-30		N/C
Rear Axle and Equipment			
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,260	(\$6,689.00)
CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS			(\$2,001.00)
5.63 REAR AXLE RATIO			N/C
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
RPL35 MERITOR MAIN DRIVELINE	-15	-15	\$868.00
NO INTERAXLE (#3) DRIVELINE			(\$518.00)
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			(\$1,428.00)
NON-ASBESTOS REAR BRAKE LINING			STD
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			N/C
CONMET CAST IRON REAR BRAKE DRUMS			\$361.00

Prepared for:
 JOE KUBE
 TOMAH CITY OF
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Description	Weight Front	Weight Rear	Retail Price
REAR BRAKE DUST SHIELDS		5	(\$25.00)
REAR OIL SEALS			STD
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20	(\$282.00)
HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$172.00
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension			
AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE		100	(\$1,569.00)
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)			N/C
STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE			STD
REAR AIR SUSPENSION DUMP VALVE NO-AUTOFILL WITH INDICATOR LIGHT			N/C
SINGLE AIR REAR SUSPENSION LEVELING VALVE			STD
TRANSVERSE CONTROL RODS			STD
REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)			N/C
Pusher / Tag Equipment			
NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System			
WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			(\$383.00)
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			N/C
WABCO OIL COALESCING FILTER FOR AIR DRYER			STD
AIR DRYER FRAME MOUNTED			N/C
STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL			\$95.00
PULL CABLES ON ALL AIR RESERVOIR(S)			STD

Prepared for:
 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
 Phone: 608-344-1626

Prepared by:
 Joe Retzlaff
 PREMIER TRUCK GROUP OF LA CROSSE
 3959 NORTH KINNEY COULEE ROAD
 LA CROSSE, WI 54601
 Phone: 608-792-5257

Description	Weight Front	Weight Rear	Retail Price
Trailer Connections			
(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO END OF FRAME			\$83.00
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			\$40.00
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			\$130.00
NO TRAILER ELECTRICAL CABLE	-10		STD
Wheelbase & Frame			
4690MM (185 INCH) WHEELBASE, SFA ONLY			N/C
11.0MM X 85.0MM X 287.0MM STEEL FRAME (0.43X3.35X11.30 INCH) 120 KSI	-10	250	\$600.00
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
2025MM (80 INCH) REAR FRAME OVERHANG			N/C
FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-40	130	N/C
24 INCH INTEGRAL FRONT FRAME EXTENSION	100		\$187.00
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 103.15 in			
CALC'D FRAME LENGTH - OVERALL : 316.94 in			
FRAME HEIGHT TOP FRONT UNLADEN : 44.4 in			
FRAME HEIGHT TOP FRONT LADEN : 40.55 in			
FRAME HEIGHT TOP REAR UNLADEN : 41.59 in			
FRAME HEIGHT TOP REAR LADEN : 40.07 in			
SQUARE END OF FRAME			STD
STANDARD WEIGHT ENGINE CROSSMEMBER			STD
STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION	-15		STD
STANDARD CAST ALUMINUM MIDSHIP			STD
STANDARD REAR MOST CROSSMEMBER			N/C
STANDARD CAST ALUMINUM FORWARD CROSSMEMBER			STD
STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			\$465.00
Chassis Equipment			
UNPOLISHED ALUMINUM WST EQUIPMENT COVERS			STD
CLEAR FRAME SPACE REQUESTED			\$200.00

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 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
 Phone: 608-344-1626

Prepared by:
 Joe Retzlaff
 PREMIER TRUCK GROUP OF LA CROSSE
 3959 NORTH KINNEY COULEE ROAD
 LA CROSSE, WI 54601
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Description	Weight Front	Weight Rear	Retail Price
OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-60		(\$1,985.00)
NO FRONT TOW HOOKS	-15		N/C
NO LICENSE PLATE MOUNTING			N/C
HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			(\$454.00)
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD
UPFIT ROUTING AND CLIPPING BRACKET, LH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS			\$21.00
UPFIT ROUTING AND CLIPPING BRACKET, RH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS			\$21.00
Fuel Tanks			
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	-5		(\$172.00)
25 INCH DIAMETER FUEL TANK(S)			STD
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
FUEL TANK(S) FORWARD			STD
PLAIN STEP FINISH			STD
FUEL TANK CAP(S)			STD
EQUIFLO INBOARD FUEL SYSTEM			STD
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
INSULATION FOR FUEL LINES	2		\$60.00
Tires			
MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$1,970.00
MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		80	\$1,640.00
Wheels			
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		(\$52.00)
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52	(\$536.00)
FRONT WHEEL MOUNTING NUTS			STD
REAR WHEEL MOUNTING NUTS			STD
Cab Exterior			

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 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
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 3959 NORTH KINNEY COULEE ROAD
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Description	Weight Front	Weight Rear	Retail Price
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB			STD
STAINLESS STEEL CAB ACCENT MOLDING			STD
FRONT FENDERS			STD
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
SAFETY YELLOW INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH EXTERIOR NON-SLIP GRAB HANDLES			(\$21.00)
BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS			STD
X-SERIES STEEL REINFORCED ALUMINUM CAB			STD
X-SERIES VOCATIONAL HOOD WITH ACCESS HATCH	10		\$384.00
HOOD OPENING ASSIST WITH LOCKING STRUT			STD
WESTERN STAR NAMEPLATES			STD
DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
SINGLE ELECTRIC HORN			STD
REAR LICENSE PLATE MOUNT END OF FRAME			STD
DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM			STD
VISOR MOUNTED LED MARKER LIGHTS			N/C
WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
DAYTIME RUNNING LIGHTS			STD
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS			STD
LED SIDE TURN SIGNAL			STD
(1) FLUSH LED UTILITY LIGHT MOUNTED LH BACK OF CAB/SLEEPER	3		\$63.00
C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR	20		\$13.00
102 INCH EQUIPMENT WIDTH			STD
LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			STD
RH DOWN VIEW MIRROR			STD
RH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRROR WITH BRIGHT FINISH MOUNTING ARM	4		\$134.00
STANDARD SIDE/REAR REFLECTORS			STD

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 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
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 Joe Retzlaff
 PREMIER TRUCK GROUP OF LA CROSSE
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Description	Weight Front	Weight Rear	Retail Price
UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER			STD
NO SLEEPER VENT	-10		STD
STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16		\$538.00
HIGH VISIBILITY 3-PIECE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH SOLAR TINTED REAR WINDOW, (2) 9 INCH X 20 INCH	20		\$80.00
1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD			STD
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			STD
WHITE WINTERFRONT	2		\$64.00
Cab Interior			
X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE			STD
CHARCOAL BLACK VINYL BASE LEVEL INTERIOR			STD
CARBON WITH BASE BLACK ACCENT			STD
BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION			\$126.00
(1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT			\$23.00
FORWARD ROOF MOUNTED CONSOLE			STD
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
(2) COAT HOOKS ON BACKWALL OF CAB			STD
NO UPPER BUNK	-50	-50	STD
DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
2-1/2 LB. FIRE EXTINGUISHER SHIPPED LOOSE IN CAB	5		\$40.00
STANDARD HEATER PLUMBING			STD
RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
PREMIUM INSULATION			\$83.00
STANDARD LED CAB LIGHTING			STD
NO SECURITY DEVICE			N/C
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
KEY QUANTITY OF 2			STD

Prepared for:
 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
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Prepared by:
 Joe Retzlaff
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 3959 NORTH KINNEY COULEE ROAD
 LA CROSSE, WI 54601
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Description	Weight Front	Weight Rear	Retail Price
LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			STD
BLACK DOOR HANDLES			STD
NO MATTRESS	-20	-15	STD
TRIANGULAR REFLECTORS WITH FLARES	12		\$60.00
PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20		\$23.00
BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT			STD
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS			STD
BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO			STD
BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO			STD
3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS			\$17.00
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			STD
DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls			
STANDARD FOOT PEDAL SYSTEM			STD
ELECTRONIC ACCELERATOR CONTROL			STD
BLACK GAUGE BEZELS			STD
STANDARD CENTER INSTRUMENT PANEL			STD
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
97 DB BACKUP ALARM		3	\$34.00
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD

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Description	Weight Front	Weight Rear	Retail Price
AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAULT MOUNTED, CIRCUIT BREAKER PROTECTED			\$205.00
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH			STD
2 INCH ELECTRIC FUEL GAUGE			STD
ENGINE REMOTE INTERFACE NOT CONFIGURED			\$134.00
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
NO ENGINE OIL TEMPERATURE GAUGE			(\$36.00)
ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			STD
NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
NO DR ASSIST SYSTEM			(\$32.00)
ELECTRONIC STABILITY CONTROL			STD
NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		\$735.00
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE			\$32.00
7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, MICROPHONE			STD
DASH MOUNTED RADIO			STD
STANDARD SPEAKER SYSTEM			STD
NO AM/FM RADIO ANTENNA			(\$11.00)

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 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
 Phone: 608-344-1626

Prepared by:
 Joe Retzlaff
 PREMIER TRUCK GROUP OF LA CROSSE
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 LA CROSSE, WI 54601
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Description	Weight Front	Weight Rear	Retail Price
POWER AND GROUND WIRING PROVISION OVERHEAD			STD
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO			STD
SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD			STD
HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS			\$75.00
INTEROPERABLE SDAR ANTENNA			STD
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
ELECTRONIC 2500 RPM TACHOMETER			STD
DETROIT CONNECT PLATFORM HARDWARE			STD
5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES			N/C
NO ASE DATA SVCE EXTENSION			STD
NO EXTENSIONS			STD
IGNITION SWITCH CONTROLLED ENGINE STOP			STD
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT			\$80.00
HARDWIRE SWITCH #1,ON/OFF/ON LATCHING, 20 AMPS IGNITION POWER			\$15.00
HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS IGNITION POWER			\$30.00
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			STD
REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2		\$55.00
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			STD
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD

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Description	Weight Front	Weight Rear	Retail Price
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS			\$96.00
4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS			\$97.00
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS			\$40.00
Design			
PAINT: ONE SOLID COLOR			STD
Color			
CAB COLOR A: L6389EY OMAHA ORANGE ELITE EY			N/C
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C
POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C
Certification / Compliance			
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	8118 lbs	5103 lbs	13221 lbs
Total Weight [†]	8118 lbs	5103 lbs	13221 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

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Other Factory Charges

GHG24 SURCHARGE - CUMMINS	\$555.00
CUMMINS TARIFF CHARGE - \$205	\$205.00
5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES	N/C
STANDARD DESTINATION CHARGE	\$3,375.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

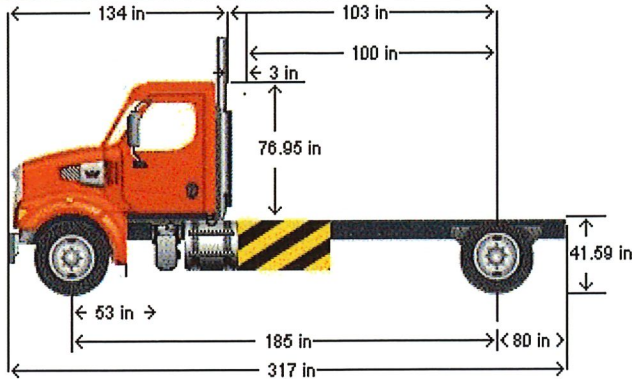
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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 JOE KUBE
 TOMAH CITY OF
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	47X
Wheelbase (545)	4690MM (185 INCH) WHEELBASE, SFA ONLY
Rear Frame Overhang (552).....	2025MM (80 INCH) REAR FRAME OVERHANG
Fifth Wheel (578).....	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 JOE KUBE
 TOMAH CITY OF
 819 SUPERIOR AVE
 TOMAH, WI 54660
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Dimensions	Inches
Bumper to Back of Cab (BBC)	134.2
Bumper to Centerline of Front Axle (BA)	52.7
Front Axle to Back of Cab (AC)	81.5
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	103.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	100.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	182.8
Cab Height (CH)	76.9
Wheelbase (WB)	184.6
Frame Overhang (OH)	79.7
Overall Frame Length	316.9
Overall Length (OAL)	317.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	18,000# FLAT LEAF FRONT SUSPENSION 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB 4690MM (185 INCH) WHEELBASE, SFA ONLY 11.0MM X 85.0MM X 287.0MM STEEL FRAME (0.43X3.35X11.30 INCH) 120 KSI 2025MM (80 INCH) REAR FRAME OVERHANG TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
---	---

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	131,376	\$ 131,376
EXTENDED WARRANTY		\$	0	\$ 0
DEALER INSTALLED OPTIONS		\$	0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$	131,376	\$ 131,376

TAXES AND FEES

TAXES AND FEES	\$	395	\$	395
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
--------------------	----	-----	----	-----

BALANCE DUE		(LOCAL CURRENCY) \$	131,771	\$ 131,771
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Bid approval – Dump Body

**Summary and background information:
(Appropriate documents attached)**

Two quotes are attached.

Monroe Truck - \$151,197

Universal Truck - \$145,113 + \$375 + \$335 = \$145,823

Fiscal Note:

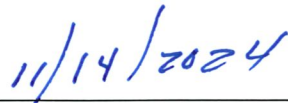
\$145,823

Recommendation:

I recommend approval of the Budget Numbers for Universal Truck and Equipment for \$145,823.



Public Works Director
Kirk Arity



Date

UNIVERSAL TRUCK EQUIPMENT INC.
N15921 SCHUBERT RD
GALESVILLE, WI. 54630
608-539-4600 ORDERS
608-539-4800 FAX
Date: 8-08-2024

1
BUDGET NUMBER ONLY

For: City of Tomah
Att: Kirk & Joe
Quoted by: Greg Konkel

1) Henderson Flat Floor MUNIBODY 12' dump box/sander combination (102" cab to axle)
Rear Discharge Only Live Body Body Configuration – 201 Stainless Steel Construction

Overall design concept

- * 12' body length with Internal mounted hoist cylinder
- * Conventional dump body design with built-in conveyor
- * Longitudinal conveyor will deliver material to the rear of unit
- * Rear adjustable feedgate
- * Standard tailgate design-flat and rectangular & double acting
- * 201 Stainless steel understructure
- * 12" stainless steel longsills positioned so conveyor floor is no more than 10" from truck frame
- * Front mount hoist cylinder

Conveyor specifications:

- * 7 gauge formed inner longsills/ 10 gauge stainless steel formed outer
- * Body is crossmemberless/ uni-body style
- * 1/4 AR400 conveyor floor
- * 2" diameter drive and idler shafts w/ 8 tooth cast iron sprockets
- * 25:1 planetary gearcase and piston motor driving the front conveyor shaft
- * 28" wide pintle type conveyor chain **with cross bars on every other link**
- * 20" direct drive spinner assembly w/ hydraulic chute/spinner assembly

Body specifications:

- * **36" sides / 52" headsheet / 48" tailgate**
- * 84" inside width
- * 7 gauge 201Stainless Steel sides and ends
- * **One 201 stainless steel** top horizontal brace on each side
- * **Screw adjustable type front & rear feed gate doors**
- * 10" x 24" rear feed gate
- * 7 gauge rear feed gate door / **tailgate is double acting**
- * **Dual** brake chamber **air tailgate** latch w/ over center linkage
- * Tailgate Doors: Removable feedgate door for winter/ Removable flat panel for summer
- * Cougar Vibrator Model 2500, installed
- * Donovan Flash system, **electric tarping system with all aluminum arms & tarp housing, asphalt tarp**
- * Three (3) oval light holes in each rear corner post
- * 24" x 78" 201 stainless steel cabshield, fully welded
- * Two sets of mud flaps, one set in front of rear tires & one set behind rear tires
- * Install one (1) fold-up type ladder (location to be determined)
- * One set of shovel hooks, stainless steel, must be spring loaded type
- * Install two (2) rear tow hooks
- * Back up alarm
- * Recessed rubber mounted, **LED** oval, stop, turn & tail lights in rear corner post
- * Recessed rubber mounted, halogen oval, back-up lights in rear corner post
- * All electrical wiring connections must be put in heat shrink tubing & run to a sealed junction box
- * **Unpainted** dump body, truck frame to be painted black

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2

BUDGET NUMBER ONLY

For: City of Tomah
Att: Kirk & Joe
Quoted by: Greg Konkel

1) Hoist:

- * Mailhot CS-100-4.5-3 (21.6 ton) heavy duty hoist, class 60- Double Acting
- * Trunnion mount telescopic cylinder with oscillating trunnion collar
- * Two safety body props
- * Proximity Switch (hoist cylinder limiter valve)
- * Two year hoist cylinder warranty

1) Hydraulic system:

- * Transmission mount, Hot-Shift PTO for automatic transmissions (need to verify transmission)
- * TXV92 load sense pump (5.71 cu. in.)
- * Force America five (5) spool Add-A-Fold valve assy. with stainless steel valve body enclosure
- * Valve body to run conveyor and spinner, wing toe & heel, plow lift & plow reversing, and the hoist with 500 psi. relief on down side
- * Force America 5100EX- 3 Ultra , electric/hydraulic spreader control, mounted within easy reach of driver
- * 30 gal. 201 stainless steel reservoir with in tank mounted filter and 2" shut off valve
- * Cable pull-off valve (hoist cylinder limiter valve)
- * Hoses & couplers and hyd. oil as needed
- * Mounted & fully operational
- * One year warranty

1) Universal BH-11-43L HDP power reversible snow plow:

- * 11ft. plow length
- * 43in. plow height – (measured w/ 6" cutting edge)
- * 10ga. moldboard
- * Loop type hitch, plow portion, installed
- * Heavy Duty Push frame, constructed with ½" thick steel and 112" long, eight ½" ribs fully welded, six main hinge points with the furthest hinge point extending about 10" from the end of the plow
- * One (1) heavy duty 4" x 13" power reversing cylinder w/ 2" Nitrited rod, brass bushing & grease zerk at live end of cylinder for extended wear
- * Four (4) moldboard "extension type" trip springs made of 9/16" wire and are adjustable with hand tools
- * ¾" x 4" x 4" lower angle, fully gusseted (bottom angle is drilled for carbide blades)
- * 3/8" x 2½" x 2½" top angle with drainage holes
- * A-Frame pivot pin is 2" in diameter and runs thru a total of 8¾" of bushing length
- * A-Frame to support push frame pivot on 2-sides and is greaseable
- * Plow is fully welded
- * ¾" x 8" x 11' cutting edge with standard AASHO punch
- * Plow is fully welded
- * DXV cushion valve to protect reversing cylinder, mounted on front bumper
- * Std. Rubber snow flap, 3-ply, 1/2" thick x 11" wide
- * Std. Plow end markers – 27" red cable type
- * Std. Screw adjustable parking stand
- * Mailbox corner cut on both ends
- * Primed & painted Std. UTE Orange
- * Quick couplers & hoses
- * One year warranty

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Date: 8-08-2024

3

BUDGET NUMBER ONLY

For: City of Tomah
Att: Kirk & Joe
Quoted by: Greg Konkel

1) Universal Truck Portion of Pin & Loop style hitch:

- * Fixed length lift arm assy.
- * ½" x 4" x 8" x 90" heavy duty bumper, full length
- * 3 ½" x 10" **double acting** lift cylinder
- * All heavy duty bracing needed
- * Primed, painted & fully operational
- * One year warranty

1) Universal AHW/UTF 9' TE Front Mount Wing:

- * **Uni-Tilt front post assy.**
- * All hydraulic "No cables"
- * **9ft. moldboard length**
- * **30in. moldboard height**
- * **3/16" moldboard thickness**
- * **Eight ½" ribs, fully welded**
- * **1½" main pivot bolt**
- * **Standard Trip Cutting Edge**
- * **5/8" x 8" cutting edge blade** with standard AASHO punch (pre drilled holes for carbide blades)
- * Heavy duty adjustable spring loaded push beam with shear pin
- * Floating link arm at the heel
- * 4" x 13" **D-cell type heel cylinder** with 2" **Nitrated rod (includes wing lock kit)**
- * **Safety chain at the toe / Safety chain with rear stop**
- * 8" float at the toe
- * **Double acting** toe cylinder with 3½" bore and 2" **Nitrided rod (includes wing lock valve)**
- * Four (4) 1" thick horizontal floating links
- * Two (2) ¾" thick vertical connecting links
- * Four (4) 1½" link bolts with 8" bushings and grease zerks
- * ½" thick mounting for the slab
- * ½" x 4" x 6" rectangular front tube assy. (welded to Uni-Tilt mast assy. & runs through both front cheek plates)
- * 3/8" x 4" x 6" rectangular rear tube assy.
- * Main cheek plates to be braced w/ ½" x 1" stringers & bolted to the frame w/ six ¾" grade 8 bolts on each cheek plate
- * Front cheek plates are (½" x 19" x 30")
- * Rear cheek plates are (½" x 12" x 30")
- * Quick couplers & hoses
- * **Air-bag installed on wing side with in cab controls**
- * Primed & painted **Std. UTE Orange**
- * One year warranty

1) Lights:

- * **Four (6) Whelen 500 Amber/Green 5G LED warning lights, all rubber grommet mounted**
Two (2) mounted in the rear corner post of the box
Four (4) cabshield mounted, two (2) facing forward and two (2) facing outward
- * **One set of ABL Model 38300575 front mounted snow plowing lights with signals, high & low beams w/ 60/55 watt bulbs** std. install, off cowling of truck hood w/ custom made **stainless steel** mounting brackets
- * **One (1) Maxxima MWL LED sander work light**

Total equipment price Installed: \$ 145,113.00 – Budget Numbers Only

Item 5.

Lead time is 260 days or less after truck arrives @ UTE

UNIVERSAL TRUCK EQUIPMENT INC.
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4

BUDGET NUMBER ONLY

For: City of Tomah
Att: Kirk & Joe
Quoted by: Greg Konkel

Options:

* <u>ABL LED Plow lights in lieu of quoted ABL LED Plow Lights</u>	<u>Add: \$ 375.00</u>
* <u>Two (2) LED lights rear - Maxxima – MWL-20 used as Back-up lights</u>	<u>Add: \$ 335.00</u>

Please note:

Because of the new emissions on trucks, Universal Truck Equipment will not be held responsible for **major modifications** or **relocation** of the exhaust. The truck should be ordered to accommodate the equipment you are putting on the truck, Universal Truck Equipment should not be held responsible **for major modifications** or the **relocation** of air tanks, battery boxes, exhaust and/or fuel tanks. Each truck mfg./salesman has different ways of setting up patrol trucks, it is important to get things in the right location. Because we are not directly involved in ordering the truck we have know way of knowing what kind of modifications or relocations need to be done, **if any** (unless we are aware of it before the equipment is bided). Most of the time the trucks can be ordered to **eliminate or minimize** the modifying or relocating of the standard truck exhaust, battery boxes, air tanks and/or fuel tanks.

Accepted by: _____ Title: _____

Item 5.



1601 E 29th Street
 Marshfield, WI 54449
 Sales Rep: Wade Neville
 Ph: (715) 305-0979
 www.MonroeTruck.com

J.O. #

Quotation ID: 1JAK005913
 Date: 10/30/2024
 Valid thru: 11/29/2024
 Terms: NET 30
 Quoted by: Julie Katzner
 Ph/Fax: 715-502-9076 / 715-387-3952

Quoted to:

TOMAH, CITY OF (ATTN:)
 1000 EAST AVENUE
 TOMAH, WI 54660
 Ph: 608-374-7441 / Fax: 608-374-7444
 Email:

Chassis Information

<i>Year:</i> 2025	<i>Make:</i> WESTERN STAR	<i>Model:</i> 47X	<i>Chassis Color:</i>	<i>Cab Type:</i>
<i>Single/Dual:</i> DRW	<i>CA:</i>	<i>CT:</i>	<i>Wheelbase:</i>	<i>Engine:</i> DIESEL
			<i>F.O. Number #:</i>	<i>Vin:</i>

Notes:

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

Description	Amount
MONROE 11' RDS (RADIUS DUMP SPREADER) SPREADER BODY: - 87" TOP INSIDE WIDTH, 96" OUTSIDE WIDTH, OVERALL 56" SIDE HEIGHT - REAR DISCHARGE - 3/16" STEEL BODY - 1/4" REPLACEABLE FLOOR WITH 3/16" REMOVABLE CHAIN SHIELDS - FORMED AND BOXED TOPRAIL - 1/4" A569 12" DEEP LONGSILLS WITH FORMED CROSSMEMBERS - 34" WIDE CONVEYER WITH (2) 6:1 SPUR GEARBOXES WITH CROSSBARS INSTALLED EVERY LINK - 8 TOOTH SPROCKETS KEYED TO 2" DRIVE AND IDLER SHAFTS - DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER - GREASE BANKS - BODY PROP - FRONT TELESCOPIC HOIST LESS HYDRAULICS - BACK-UP ALARM - BODY-UP LIGHT - AIR RELEASE TAILGATE - BARE STAINLESS STEEL (NOT PAINTED) - STAINLESS STEEL CABSHIELD - STAINLESS STEEL FENDER KIT - STAINLESS STEEL RECEIVER TUBE SPINNER ASSEMBLY W/ POLY SPINNER DISC - FOCUSING CHUTE - STAINLESS STEEL SWING UP LADDER - BOTTOM OF BODY UNDERCOATED - ELECTRIC TARP SYSTEM WITH ASPHALT TARP - MUDFLAPS IN FRONT AND BEHIND REAR WHEELS - (1) SPRING LOADED SHOVEL HOLDER - INSTALLED ELECTRIC HYDRAULICS PACKAGE: - ~6.0 CID FRONT MOUNTED LOAD SENSE PUMP - HIGH PRESSURE FILTER - 30 GALLON CAPACITY STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER - FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG, - 60 P.S.I. CONDITION INDICATOR - STAINLESS STEEL HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL - FORCE 6100 PATROL COMMANDER ULTRA WITH 3 MINI JOYSTICKS - STAINLESS STEEL LONG HYDRAULIC LINES TO FRONT AND REAR - INSTALLED VALVE SECTIONS: - D/A HOIST - D/A PLOW - D/A PLOW ANGLE - D/A WING TOE - D/A WING HEEL	

Description	Amount
-------------	--------

- AUGER AND SPINNER

TRUCK PORTION PLOW HITCH:

- FLAT-FOLD LIFT ARM HITCH W/ INTEGRAL QCP RECEIVER
- 4" X 10" DA LIFT CYLINDER
- HEAVY DUTY FRONT BUMPER
- (REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)

MONROE MP43R11-ISEXT EXTENSION SPRING PLOW:

- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (8) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- (6) ATTACHMENT POINTS
- DUAL MAILBOX TRIM
- HORIZONTAL MOLDBOARD BRACE ANGLES
- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- EXTENSION SPRING TRIP SPRING ASSEMBLIES
- 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 POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- SCREW ADJUSTABLE PARKING JACK
- GLED LOOP WELD ON PLOW PORTION LOOP HITCH
- CABLE STYLE BOSS PLOW MARKERS
- RUBBER SNOW DEFLECTOR

9' MONROE, DOUBLE FUNCTION, STRAIGHT, TRIP-EDGE, PATROL WING (RIGHT SIDE):

- 35" HIGH INBOARD AND OUTBOARD, 3/16" THICK MOLDBOARD
- 4" X 4" X 3/4", A36 STEEL, BOTTOM ANGLE W/ 1" THICK WELDED TRIP HINGE BLOCKS
- TOP OF BOTTOM ANGLE BOXED TO THE MOLDBOARD W/ 1/4" 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/ 3/4" THICK TRIP HINGE BLOCKS
- ANGLES PIVOT ON 1-1/4" COLD ROLLED, 1040 STEEL HELD IN PLACE BY 1/4" X 2" EXPANSION PINS
- (6) 3/4" SQUARE WIRE TORSION SPRINGS W/ 3-3/4" OUTSIDE DIAMETER & 11" COILS
- SHOT BLASTED & POWDER COATED ORANGE
- POWDER COATED BLACK HARDWARE
- D-CELL HEEL LIFT CYLINDER
- HEAVY DUTY PUSHARM ASSEMBLY
- CHECK VALVE FOR WING TOE AND HEEL
- WING SIDE AIRBAG KIT
- INSTALLED

SAFETY AND LIGHTING PACKAGE:

- LED CLEARANCE AND MARKER LIGHTS
- (2) WHELEN AMBER/GREEN LO PROFILE MINI LIGHTBARS MOUNTED ON FRONT CORNERS OF CABSHIELD WITH BRANCH GUARDS
- LED AMBER/GREEN STROBES MOUNTED IN REAR PILLARS OF RDS BODY
- (2) LED S/T/T AND BACKUP LIGHTS MOUNTED IN REAR PILLARS OF RDS BODY
- (2) WHELEN VTX AMBER/GREEN STROBE LIGHTS MONTED IN REAR PILLARS OF RDS BODY WITHSTAINLESS STEEL FLASH GUARD
- ABL LED HEATED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS
- (1) LED AMBER SPINNER LIGHT
- (2) LED CLEAR WING LIGHTS
- (2) AUX LED BACKUP LIGHTS MOUNTED ON REAR POST WITH GUARDS

Quote Total: \$151,197.00

*****Due to current market conditions, pricing is subject to change at time of upfit.**

Additional Options:

Description	Amount	Add to quote?
5.6 CID LOAD SENSE TRANSMISSION MOUNTED PISTON PUMP ILO FRONT MOUNTED LOAD SENSE PUMP ABOVE:	ADD \$1,485.00	Yes / No
- HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION		

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:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	

**General Terms and Conditions for the Sale of Goods
by Subsidiaries of ASH North America, Inc.**

1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Bid award for 2025 Sanitary Sewer and Water Main Improvements

**Summary and background information:
(Appropriate documents attached)**

The bid results and summary will be presented at the meeting.

Fiscal Note:

TBD

Recommendation:

Based on bid results



Public Works Director
Kirk Arity

11/14/2024

Date