

RESOLUTION NO. R-17-25

**A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO
ENTER INTO A LEASE AGREEMENT WITH THE
HUNTINGTON PUBLIC CAPITAL CORPORATION
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, pursuant to Resolution R-26-21, the city is authorized to make purchases through the Sourcewell Cooperative Purchasing Program under ORC Section 9.48(B)(2);

WHEREAS, Lessee (city) is duly authorized by applicable law to lease personal property, as needed, to carry out its governmental functions; and

WHEREAS, City Council hereby finds and determines that the execution of a lease-purchase agreement and all exhibits thereto in the principal amount not to exceed **Six Hundred, Twenty-Seven Thousand, Six Hundred Sixty-Eight Dollars and 82/100 (\$627,668.82)** for the purpose of leasing a **2025 GapVax MC1510-3S4X Combination Jet/Vac together with all attachments thereto**, with the option to purchase the property designated as set forth herein, is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, Huntington Public Capital Corporation or an affiliated or related entity, (the “Lessor”), shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State; and

WHEREAS, Council, having reviewed the Lease, finds it to be in the best interest of the health, safety, and welfare of the citizens of Avon that the Finance Director be authorized to enter into a Lease Agreement with Huntington Public Capital Corporation or related entities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:

Section 1 – That the Director of Finance, (“**Authorized Representative**”) acting on behalf of the City of Avon, the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver a Property Lease in substantially the form set forth herein, which document is available for public inspection at the office of the Lessee, for a **2025 GapVax MC1510-3S4X Combination Jet/Vac together with all attachments thereto**, through the Sourcewell cooperative purchasing organization (See Exhibit A). The Authorized Representative, acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Resolution R-17-25 (Con't.)

Section 2 – That by a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Lease on behalf of the Lessee.

Section 3 – That the aggregate original principal amount of the Property Lease shall not exceed the Principal Amount of **Six Hundred, Twenty-Seven Thousand, Six Hundred Sixty-Eight Dollars and 82/100 (\$627,668.82)** and shall bear interest as set forth in the Property Lease and the Property Lease shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4 – That Lessee's obligations under the Property Lease shall be subject to annual appropriation or renewal by City Council as set forth in the Property Lease and the Lessee's obligations under the Property Lease shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Lease for the current fiscal year are hereby appropriated.

Section 5 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6 - That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to purchase new equipment for the Service (Utilities) Department; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 23, 2025

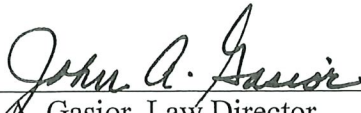
DATE SIGNED: June 23, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: June 24, 2025

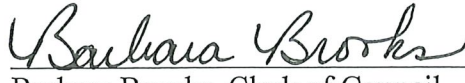
Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:



John A. Gasior, Law Director

ATTEST:



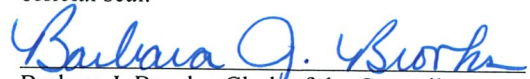
Barbara Brooks, Clerk of Council

Posted: June 25, 2025
Electronically and at City Hall as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Resolution No. R-17-25, passed by the Council of said City on June 23, 2025.

IN WITNESS WHEREOF, I have on this 25th day of June, 2025, affixed my signature and official seal.



Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax[®]

PREPARED BY

Hicks Municipal & Industrial LLC

Jeff Hicks - jeff@hmiequip.com

PREPARED FOR

Mr. Brian Bruce

City of Avon
35030 Detroit Rd.
Avon, OH 44011

QUOTE

GapVax[®]



QUOTE ID
24264 B

UPDATED:
10/18/2024



2025 MC1510-3S4X COMBINATION JET/VAC

QUOTE ID: 24264 B

December 13, 2024

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

OPTION DESCRIPTION		NOTES	QTY
CHASSIS OPTIONS			
CHA001	KENWORTH T480V (6 X 4) - 370 HP - 62,000 LB. GVWR - AUTO	MODEL YEAR 2025	1
	PACCAR PX-9 RATED FOR 370 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
	WHITE CAB COLOR		1
	HENDRICKSON RT463 REAR SUSPENSION		1
DEBRIS BODY OPTIONS			
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1B	STAINLESS DEBRIS BODY FLUSH OUT SYSTEM		1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A20	UPGRADE TO 1/4" DEBRIS TANK		1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A21B	ADD FOLDING LADDER EXTENSION	REQUIRES A21	1
A22B	STAINLESS STEEL BOLT-ON TAILGATE SPLASH SHIELD		1
A37A	UPGRADE BODY INLET CANNON TO 12" HX STYLE WITH 3" CLEANOUT		1
A39	LONG POLE HOLDER TO ACCOMMODATE (3) 12' CLAM DIGGERS		1
A44	PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		1
WATER TANK OPTIONS			

STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL	STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES	STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE	STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK	STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE	STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE	STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN	STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS	STANDARD
B23A	GALVANIZED BAFFLES IN THE WATER TANK	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE	STANDARD
VACUUM SYSTEM OPTIONS		
STD	TRUE 8" DIAMETER VACUUM SYSTEM	STANDARD
STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX (PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE	STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN	STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER	STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK	STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM	STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG (4) 18" Hg VACUUM RELIEF VALVES	1
C18	VULKAN VIBRATION DAMPENING BLOWER COUPLER	1
C19	UPGRADE TO XL TRANSFER CASE 9-LITER ENGINE = UP TO 5300 CFM, REQUIRES OPTION C8	1
WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD
STD	WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE, QUICK CONNECT, AND WASHDOWN HAND GUN HOSE REEL NOT INCLUDED	STANDARD
STD	WASHDOWN CIRCUIT(S) WILL INCLUDE A SAFETY FLOW RESTRICTOR (1/4" HOSE)	STANDARD
D7A	HOSE REEL FOR STANDARD WASHDOWN CIRCUIT, 50' X 1/2"	1
D3B	GENERAL MKS "2" SERIES WATER PUMP RATED AT 80 GPM @ 2500 PSI REQUIRES G2 OPERATING SYSTEM	1
D-GPVC	VIBRATION DAMPENING COUPLER - WATER PUMP	REQUIRED
D27A	10 GPM / 2,500 PSI HYDRAULICALLY DRIVEN PUMP (COMMON WITH BODY HYDRAULIC SYSTEM) REQUIRES OPTION J303 HYDRAULIC OIL COOLER	1
D4	UPGRADE TO URACA MULTIFLOW VALVE	1
D4-GUARD	STAINLESS BRANCH GUARD FOR OPTION D4 MULTI-FLOW SAFETY UNLOADER VALVE (MSUV)	1
D21	WATER RECIRCULATION VIA AUTOMATIC TRANSMISSION JETTER SYSTEM ONLY	1
D28A	GLYCOL INJECTION SYSTEM - JETTER PUMP ONLY REQUIRES G2	1
D4-HX+RA	PNEUMATICALLY OPERATED HX WATER PRESSURE RELIEF VALVE WITH ACTUATED HOSE REEL VALVE (P/N: VAL022790) (G2B) REQUIRED FOR HX (REPLACES 3-WAY VALVE)	1

D25B	100' X 1/2" HAND GUN REEL FOR HX SYSTEM		1
D18	AIR OUT FOR HX SYSTEM / HX CIRCUIT		1
D28	GLYCOL INJECTION SYSTEM - HX SYSTEM		1
	NOTE: IF GLYCOL IS SELECTED FOR BOTH THE JETTER SYSTEM (OPTION D28A) AND THE HX SYSTEM (OPTION D28B), ONLY ONE COMMON GLYCOL TANK WILL BE PROVIDED		1
D34	BURNER SYSTEM - MOUNTS ONLY FOR OPTION D29F-MC (VERTICAL BURNER)	CONSULT ENGINEERING - NOT AVAILABLE WITH OPTION C17	1
D35C	1/2" "DIG PIG" HX LANCE WITH 6' EXTENSION AND "DIG PIG" HX NOZZLE	NEW DIG PIG HX	1
BOOM OPTIONS			
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION		1
HOSE REEL OPTIONS			
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)		1
F16A	DOUBLE ROLLER UPGRADE ON AUTO LEVEL WIND		1
CONTROLS, GAUGES, ACCESSORIES OPTIONS			
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GAUGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM ON FRONT PANEL AND CURB SIDE OF UNIT		STANDARD
G2B	G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES:	WIRELESS NOT INCLUDED, SELECT OPTION G19 OR G21 BELOW	1
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
NOTE:	WIRELESS TO INCLUDE HX WATER PRESSURE (ON/OFF) CONTROL	INCLUDED WITH OPTION D4-HX+RAV	1
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF	REQUIRES A3	1
G6	BLOWER TEMPERATURE GAUGE WIRED TO VACUUM RELIEF	NOT AVAILABLE WITH OPTION C17	1
G14	BODY UP LIGHT		1
G16	BOOM UP LIGHT		1
G21C	WIRELESS REMOTE WITH BOOM, VACUUM, BOTH FRONT HOSE REEL AND HX WATER ON/OFF		1
G21-TD	UPGRADE TO AARCOMM TRIDENT REMOTE	REQUIRES OPTION G21	1
G21-AWR	ADDITIONAL WIRELESS TRANSMITTER	REQUIRES OPTION G19 OR G21	1
LIGHTING			

STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES	STANDARD
H1	ONE LED STROBE BEACON LIGHT - FRONT (SAE CLASS-1 (SAE J595) COMPLIANT) (WHELEN L10 OR EQUAL)	1
H2	ONE LED STROBE BEACON LIGHT - REAR (SAE CLASS-1 (SAE J595) COMPLIANT) (WHELEN L10 OR EQUAL)	1
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H7BC	(4) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (2 PER SIDE)	1
H15B	WHELEN ION SUPER LED FLASHERS - 12 LIGHT HEADS	1
	2 ON EACH SIDE FRONT @ 90 DEGREES, 2 ON EACH SIDE MIDDLE @ 45 DEGREES, 2 ON EACH SIDE REAR (1 @ 45 DEGREES)	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK (CLASS-1 (SAE J595)) WHELEN TAM85 OR EQUAL	1
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE	1
STORAGE OPTIONS		
STD	25' FIRE HOSE BASKET	STANDARD
I6D-CS	STAINLESS STEEL, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE	1
I8C-CS	30" TOOL BOX - STAINLESS STEEL, 30" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE CURBSIDE	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	1
I16A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE	1
I16B	WHEEL CHOCK HOLDER (PER SIDE) - CURBSIDE	1
I17A	NOZZLE RACK - SIX (6) NOZZLES, 1"	1
I22	UPGRADE TUBE TRAYS TO POLISHED STAINLESS STEEL	1
I26C	TWO BUMPER TOOL BOXES - STAINLESS STEEL, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
CHASSIS OPTIONS		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD
J000	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT	1
J001	MUST BE "OMSI" BRAND TRANSFER CASE	1
J0	FRONT BUMPER	1
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS / FILL, MOUNTED ON DRIVER'S SIDE FRAME RAIL (PN: GAU006456)	1
J3	TOW HOOKS FRONT	1
J4B	TOW HOOKS REAR - FRAME MOUNTED	1
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES	1
J303	ADD HYDRAULIC OIL COOLER TO CIRCUIT REQUIRED WITH OPTION D301* OR OPTION D27*	REQUIRED
PAINT OPTIONS		
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD
STD	PAINT BODY WHITE	STANDARD
STD	PAINT FRAME AND PARTS BLACK	STANDARD

STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
MISCELLANEOUS OPTIONS		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M5C	LEADER HOSE 25' X 1"	1
M8G	1" PIRHANA SEWER HOSE - 2,500 PSI X 600 FT PLASTIC (ORANGE) (PN: HOS022393)	1
M12	MANHOLE LIFTING HOOK	1
M13	HYDRANT WRENCH	1
M26	1" SIX WIRE EXTENDER	1
M27	TIGER TAIL (TOTAL OF TWO)	1
M29D	7" COLOR CAMERA - BACK OF CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-003A), INCLUDES DVR-916 REAR, DVR-921 FRONT, AND TWO (2) DVR-920 SIDE CAMERAS. SIDE CAMERAS TO ACTIVATE WITH TURN SIGNALS	1
M35	ADDITIONAL 8" TUBE CLAMP, EACH (P/N: CLA000978)	STANDARD 8" VAC CLAMP 1
M36	HEAVY DUTY ALUMINUM HX TUBE, 6" X 6-FT LONG X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP CUFF END (P/N: PIP008558 & GAS023037)	SOFT TIP 1
CUSTOM OPTIONS		
**	VERTICAL SS TOOLBOX ON BURNER MOUNT, 24" X 24" X 48" WITH SHELF	1
*	MANUAL LEVEL WIND STORAGE HOLDER	1

PRICING SUMMARY



PRICE OF BASE UNIT WITH OPTIONS:		\$ 726,826.96
SOURCWELL DISCOUNT:		\$ 100,158.14
DELIVERY: (\$1,000.00 MINIMUM)	@ \$4.00 PER MILE	\$ 1,000.00
ESTIMATED SUBTOTAL:		\$ 627,668.82
SALES TAX:		\$ -
FEDERAL EXCISE TAX (BODY):		\$ -
FEDERAL EXCISE TAX (CHASSIS):		\$ -
TOTAL PRICE (PER UNIT):		\$ 627,668.82

ALL PRICES ARE IN US DOLLARS

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

SIGNATURE

DATE

12/13/2024

Please return a signed copy to jeff@hmiequip.com

GapVax Incorporated

Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g., truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. **PRICING DISCLAIMER:** While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance of this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder. GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses, delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warrant any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warrant any water system component(s) that show any sign or indication of ice or freeze damage.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.