



Date: 7/19/2021
Branch: 1300

State of Ohio State Term Schedule- Contract #800779

CUSTOMER: City of Marion
ADDRESS: 1810 Marion-Agosta Road
CITY, STATE, ZIP: Marion, OH 43302
PHONE: (740) 383-6051
EMAIL: tloyjrs@marionohio.org
ATTN: Tom Lothes

Qty	Option Number	Description	Ohio STS Price	Selected Options
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Standard Cameras:

1	V0494018	ORION Zoom	\$ 18,998.00	\$ 18,998.00
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Camera Head Accessories:

1	V4011001	RETRUS Back-Eye Camera	\$ 5,238.00	\$ 5,238.00
1	901601040	Pressure Test Set	\$ 482.00	\$ 482.00

T66 Tractor and Accessories:

1	V9052012	T66.1 Camera Tractor	\$ 12,299.00	\$ 12,299.00
1	905255021	T66 Overturn Protection Kit	\$ 1,217.00	\$ 1,217.00
1	900401491	Granulated Wheel set for 8" pipe for T66	\$ 492.00	\$ 492.00
1	905215991	Tungsten Carbide Wheels for T66/PANO 150 in 6" and up	\$ 1,323.00	\$ 1,323.00
1	902211090	T66/PANORAMO 150 Pneumatic Wheels for large pipe w/ adapters	\$ 1,327.00	\$ 1,327.00

Camera Cable:

1	80016940	Camera Cable Type 524/11 - 656 feet	\$ 4,257.00	\$ 4,257.00
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Portable Systems:

1	V8046006	KW 206 Cable Drum -Powered up to 656 ft with Automatic level wind	\$ 17,464.00	\$ 17,464.00
1	V8046004	KW306 Mobile Rack	\$ 3,969.00	\$ 3,969.00
1	V8046002	Boom for KW 206 or KW 306	\$ 1,005.00	\$ 1,005.00

Chassis:

1		Ford E-350 Gas	\$ 33,600.00	\$ 33,600.00
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JDC Chassis Conversion Options:

1	Conversion	Conversion of Transit or Sprinter Van	\$ 33,000.00	\$ 33,000.00
1	STD	Three Studio Monitors and One Rear Monitor	STD	STD
1	STD	Wash Down Pump and Reel	STD	STD
1	STD	Rear Back Up Camera	STD	STD
1	STD	Solar Pannel	STD	STD
1	STD	Strobe Lights	STD	STD
1	STD	13500 BTU A/C	STD	STD
1	STD	120 Forced Air Heater	STD	STD
1	STD	Rear Monitor	STD	STD
1	Option	Reel Cabinet with 2 sliding Aluminum Drawers	\$ 1,875.00	\$ 1,875.00

Accessories:

1	TRP01	Top Manhole Roller	\$ 408.00	\$ 408.00
1	MPR75	Manhole Protection Ring	\$ 299.00	\$ 299.00

State of Ohio State Term Schedule- Contract #800779 Total: \$ 137,253.00

State of Ohio State Term Schedule- Contract #800724

1	VLOC3-CAM	Vivax Locator	\$ 1,950.00	\$ 1,950.00
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State of Ohio State Term Schedule- Contract #800724 Total: \$ 1,950.00

Total Sale Price: \$ 139,203.00
Trade-In Allowance for 2006 Vactor 21115PD Classic: \$ (33,500.00)
Final Price: \$ 105,703.00

Thank you for your consideration of this proposal.

Sincerely yours,

Jim Balogh

Jim Balogh
Regional Sales Representative
(419) 705-3107
JimBalogh@DohenyCompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Terms and Conditions

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



777 Doheny Drive. | Northville, MI |
48167
Office: 248-349-0904



www.dohenycompany.com

INVOICE INFORMATION

Sold to:

Name _____

Address _____

Contact _____

Phone # _____

Email Address: _____

Ship to:

Name _____

Address _____

Contact _____

Phone # _____

Email Address _____

PLEASE SELECT TYPE OF BUSINESS

Environmental _____ Petro Chemical _____

Gas & Oil _____ Sewer & Water _____

Industrial Plant _____ Utility _____

Municipal _____ Other _____



777 Doheny Court
Northville, MI 48167

t 248-349-0904
p 248-349-2774

TITLE INFORMATION - Title Form must be typed. Please ensure accurate information provided with submission of this document. **Any re-issuance of title resulting from inaccurate data may be subject to a \$250 processing fee.**

Title Assigned to:

(Name and information
for purchaser of the unit)

Name

Address

Contact

Phone #

Email Address

County: _____

Fed ID# _____

Title Mailed to:

(Must be Physical Address)

(Company or business that will
be registering the unit)

Name

Address

Contact

Phone #

Email Address

Lienholder:

(If Applicable)

(If no lienholder exists, 'Not
Applicable' must be notated
in Name field)

Name

Address

Contact

Phone #

Email Address

Customer Signature:
