NOTE: Pursuant to Idaho Code 40-1415(6), the ACHD Commission has the authority to accept and approve all subdivision plats as to continuity of highway pattern, widths, drainage, right-of-way construction standards, traffic flow, traffic demand volumes within or outside the boundaries of the proposed development, and other matters associated with the function of the highway district. The ACHD Commission does not have the final authority to impose any conditions related to traffic caused by any new development applications. Pursuant to the Idaho Supreme Court decision in KMST, LLC vs. Ada County, 138 Idaho 557, 581-582, 2003, only the land use agency (City or County) has the final authority to approve or reject the proposed development, including the final authority to implement conditions related to the transportation system. ACHD is not governed by the Idaho Local Land Use Planning Act, Idaho Code 67-6501, which only authorizes land use agencies (City and/or County) to make land use decisions. i.e. development density, zoning, area of impact and comprehensive plan amendments.

Join Zoom Meeting

https://zoom.us/j/2440272215

Meeting ID: 244 027 2215

Dial by your location
888 475 4499 US Toll-free
877 853 5257 US Toll-free

PRE-COMMISSION SESSIONS
5:00 p.m. | ACHD Pre-Commission Room

WORK SESSION

1. Rose Hill St and Owyhee St/Overland Rd and Vista Ave Concept Studies – Project Introduction & Update
   Presentation by Staff
   The Ada County Highway District (ACHD) is managing the development of two concept studies at the intersections of Rose Hill St and Owyhee St and Overland Rd and Vista Ave. The two studies will be created through a robust communication outreach process, identifying alternative options to enhance safety for all users.
   Staff Report - Rose Hill St and Owyhee St/Overland Rd and Vista Ave Concept Studies – Project Introduction & Update - 16 Mar 2021 - Pdf
   Kristy Inselman - Sr. Transportation Planner - kinselman@achd.idaho.org

PRE-COMMISSION AGENDA
5:30 p.m. | Will start at this time or shortly after | ACHD Pre-Commission Room

General Housekeeping Items
The Commission welcomes public input on agenda items. If you wish to testify, please use the sign-in sheet to ensure you have a chance to speak. Individuals are asked to limit their remarks to three minutes, and more time is afforded to representatives of groups. If you want to submit written comments, please do so at least 24 hours in advance to assure that Commissioners have time to read and consider your views. Information and inquiries may be submitted through Tell US.

COMMISSION MEETING AGENDA
6:00 p.m. | Michael L. Brokaw Auditorium

ADOPT AGENDA - Request for Adoption

CONSENT AGENDA - ACTION ITEMS

Items on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner or citizen so requests, in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda. All Consent Agenda Items are Commission “action items” unless noted.

1. Minutes and Minute Entries
   Request to Approve Minutes and Minute Entries from the March 10, 2021 Commission Meeting.
   Commission Meeting - 10 Mar 2021 - Minutes
   Stacey Spencer - Secretary of the Board/Executive Assistant - sspencer@achdidaho.org

2. 2021 12-Yd Dump Truck Piggyback Purchase Agreement MD-164
   Request for Approval   Bid Results & Consideration/Award Contract
   Staff recommends that the ACHD Commission approve and execute the 2021 12-yd Dump Trucks Piggyback Purchase Agreement MD-1647 with Boise Peterbilt in the amount of $940,784.00.
   Staff Report - 2021 12-Yd Dump Truck Piggyback Purchase Agreement MD-164 - 12 Mar 2021 - Pdf
   Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org

3. 2021 Flusher Truck Piggyback Purchase Agreement MD-167
   Request for Approval   Bid Results & Consideration/Award Contract
   Staff recommends that the ACHD Commission approve and execute the 2021 Flusher Truck Piggyback Purchase Agreement MD-1677 with Boise Peterbilt in the amount of $295,655.00.
   Staff Report - 2021 Flusher Truck Piggyback Purchase Agreement MD-167 - 12 Mar 2021 - Pdf
   Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org

4. Interagency Temporary License Agreement
   Request for Approval
   The City of Boise desires to use the Right-of-Way for the limited purposes of the installation and maintenance of landscaping within the Right-of-Way on E. Freight Street.
   Interagency Temporary License Agreement - E. Freight St
   Kaci Bader - Development Review Coordinator - kbad@achdidaho.org

5. 2021 Traffic Signal Cabinet Bid Approval
   Request for Approval   Bid Results & Consideration/Award Contract
   The ACHD Traffic Department and Contract Administration issued an informal Request For
Proposal (RFP) for the 2021 Traffic Signal Cabinets on February 9, 2021. The Proposals were received and opened on February 24, 2021. Through the RFP evaluation process, Econolite Control Products Inc. was determined to have the highest overall score for the 2021 Traffic Signal cabinet bid. Staff recommends the ACHD Commission accept the proposals and award the contract to Econolite Control Products Inc. for the purchase of traffic signal cabinets for $164,944.00

REGULAR AGENDA ITEMS - ACTION ITEMS

All Regular Agenda Items are Commission "action items" unless noted.

1. None.

DISCUSSION ITEMS

Public Communications

NOTE: The Web version of the ACHD Commission agenda is provided as a service and is not the formal agenda of the Commission. The most current and legally noticed Commission agenda is the one posted at the District's headquarters, which can be obtained by calling 387-6100.

To arrange for a translator or other accommodation, contact ACHD at (208) 387-6100.
Se les recomienda a las personas que necesiten un intérprete o arreglos especiales que llamen a la coordinadora de participación pública, al (208) 387-6100.
16 Mar 2021

STAFF REPORT

TO: Kristy Inselman - Sr. Transportation Planner - kinselman@achdidaho.org
FROM: Kristy Inselman - Sr. Transportation Planner - kinselman@achdidaho.org
SUBJECT: Rose Hill St and Owyhee St/Overland Rd and Vista Ave Concept Studies – Project Introduction & Update
MEETING: Commission Meeting - 24 Mar 2021

ATTACHMENT(S):
StfRpt03242021_KInselman_Concept Studies Update
March 12, 2021

TO: Commissioners, Director, and Deputy Directors
FROM: Kristy Inselman, Senior Transportation Planner
SUBJECT: Rose Hill St and Owyhee St/Overland Rd and Vista Ave Concept Studies – Project Introduction & Update
        Commission Work Session – March 24, 2021

Executive Summary
The Ada County Highway District (ACHD) is managing the development of two concept studies at the intersections of Rose Hill St and Owyhee St and Overland Rd and Vista Ave. The two studies will be created through a robust communication outreach process, identifying alternative options to enhance safety for all users.

Facts & Findings
ACHD staff is beginning the process of developing concept studies to improve two intersections on the Boise Bench. The intersections are located at Rose Hill St and Owyhee St as well as at Overland Rd and Vista Ave.

During the public outreach process, several tools will be utilized. Stakeholder meetings will be held to engage with adjacent businesses, property owners, schools and neighborhood groups to introduce the projects and listen to their concerns. Additionally, mailers will be sent to the public and they will be asked to engage in an online survey to provide input on their experiences, needs and concerns using the intersections. The online survey’s will be available to the public from March 22-April 5th.

After the results of the survey have been compiled and provided to the consultants, alternatives will be created and an online meeting will be conducted in the summer for review and input from the public.

Rose Hill St & Owyhee St Concept Study
The goal of this study is to develop alternatives that will enhance intersection safety for those that walk and bike. As part of the study, several different alternatives will be evaluated, including a mini-roundabout. Kittelson & Associates is the consulting firm contracted to develop the concept study.

Overland Rd & Vista Ave Concept Study
The goal of this study is to develop alternatives that will enhance intersection safety for those that walk, bike and drive. As part of the study, several different alternatives will be evaluated and the alternatives may include the removal of the free running right lane. Kimley-Horn & Associates is the consulting firm contracted to develop the concept study.

Policy Implications
There is $32,000 in the FY21 budget for development of the Rose Hill St and Owyhee St Concept Study and $40,000 in the FY21 budget for the development of the Overland Rd and Vista Ave Concept Study.

Fiscal Implication
The development of these concept studies was approved as part of the FY21 Budget and the 2021-2025 Integrated Five-Year Work Plan, adopted by the Commission on September 23, 2020.
Minutes and Minute Entries of the Commission Meeting of the Ada County Highway District held Wednesday, March 10, 2021 in the offices of the Ada County Highway District, 3775 Adams Street, Garden City, Idaho.

**PRE-COMMISSION SESSIONS - 11:00 A.M.**

1. **EXECUTIVE SESSION**

   Commissioner Hansen made a motion to go into Executive Session under authority of Sections 74-206(1)(f) at 11:00 a.m., Commissioner May seconded. Roll Call Vote on Motion: Commissioner Pickering voted aye; Commissioner Goldthorpe voted aye; Commissioner Hansen voted aye. Commissioner May voted aye. Director Bruce Wong, Steve Price, Jennifer Berenger and Stacey Spencer were present in person. Paul Daigle and Don Roell were present via Zoom. The purpose and topic of the Executive Session was to communicate with legal counsel to discuss the legal ramifications for and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Commissioner Hansen made a motion to go out of executive session at 11:43 a.m. Commissioner May seconded the motion. Roll Call Vote on Motion: Commissioner Pickering voted aye; Commissioner Goldthorpe voted aye; Commissioner Hansen voted aye. Commissioner May voted aye. Motion carried unanimously.

**PRE-COMMISSION AGENDA - 11:44 A.M.**

**Commission Present in Person:** Goldthorpe  
**Commission Present via Zoom:** Hansen, Pickering and May  
**Staff Present in Person:** Director Wong, Price, Lucas, Inselman, Little, Laws, Berenger, Homan, Cooney, Rausch and Spencer  
**Staff Present via Zoom:** Daigle, Pestka, Tannler, Bevins, Carnegie, Battles, Young, Spiker, Pecka and Rader  
**Public Present via Zoom:** 2

The Commission reviewed the Agenda. No official action was taken.

**COMMISSION MEETING AGENDA - 12:00 P.M.**

**Commission Present in Person:** Kent Goldthorpe  
**Commission Present via Zoom:** Jim Hansen, Alexis Pickering and Mary May  
**Staff Present in Person:** Director Bruce Wong, Steve Price, Gary Inselman, Justin Lucas, Jennifer Berenger, Christy Little, Cody Homan, Ken Cooney, Diane Rausch and Stacey Spencer.  
**Staff Present via Zoom:** Paul Daigle, Sherwin Pestka, Christine Tannler, Dyan Bevins, Lloyd Carnegie, Ricardo Calderon, Dawn Battles, Don Roell, David Rader, Darla Young, Lorie Baird, Steve Pecka, Travis Spiker and Tom Laws  
**Public Present via Zoom:**14

Commissioner Goldthorpe called the meeting to order at 12:00 p.m. and welcomed everyone.

The Commission and Audience recited the pledge of allegiance.
ADOPT AGENDA - REQUEST FOR ADOPTION
A change to the originally published meeting agenda occurred less than forty eight (48) hours prior to the start of the meeting. The Commission is required to make a motion to approve the posted Amended Agenda. The Amended Agenda is effective upon the passage of the motion.

ACTION TAKEN: Jim Hansen made a motion to adopt the agenda. Alexis Pickering seconded.

Motion went to vote and carried unanimously.

CONSENT AGENDA - ACTION ITEMS
1. Minutes & Minute Entries
   Request for Approval
2. 2021 Facilities Improvements
   Request for Approval   Bid Results & Consideration/Award Contract
3. Pedestrian Advisory Group Appointments
   Request for Approval

ACTION TAKEN: Mary May made a motion to Approve the Consent Agenda. Jim Hansen seconded.

Motion went to vote and carried unanimously.

REGULAR AGENDA ITEMS - ACTION ITEMS
1. Resolution 2341 - Proclamation of the 50th Anniversary of the creation of the Ada County Highway District:
   Request for Adoption

   Bruce Wong, ACHD Director, presented.

   ACTION TAKEN: Mary May made a motion to Adopt Resolution 2341 for the Proclamation of the 50th Anniversary of the Ada County Highway District. Alexis Pickering seconded.

   Motion went to vote and carried unanimously.

2. INFRA Grant Letter of Support - I-84 from Franklin Road to Centennial Avenue Interchange:
   Request for Approval

   Bruce Wong, ACHD Director, presented.

   Commissioner Goldthorpe provided comment.

   ACTION TAKEN: Mary May made a motion to Approve the INFRA Grant letter of support.
Alexis Pickering seconded.

Commissioner Hansen provided comment.

Commissioner May provided comment.

Commissioner Goldthorpe provided comment.

Motion went to vote and carried unanimously.

3. **Award Professional Service Agreement for Maple Grove Rd, Amity Rd to Victory Rd:**
   **Request for Approval**

Cody Homan, ACHD Project Manager, presented staff report.

Commissioner Pickering asked a question of Mr. Homan. Mr. Homan responded.

Justin Lucas, ACHD Deputy Director of Plans and Projects, provided comment.

Commissioner Pickering asked a question of Mr. Homan. Mr. Homan responded.

Commissioner Pickering asked a question of Mr. Homan. Mr. Homan responded.

Commissioner Pickering asked a question of Mr. Homan. Mr. Homan responded.

Commissioner Goldthorpe provided comment.

Mr. Homan provided comment.

Commissioner Pickering asked a question of Mr. Lucas. Mr. Lucas responded.

Commissioner Goldthorpe asked a question of Mr. Lucas. Mr. Lucas responded.

Commissioner Goldthorpe provided comment.

Bruce Wong, ACHD Director, provided comment.

Elaine Clegg, City of Boise Council President, 150 S. Capitol, Boise, Idaho, testified.

Director Wong provided comment.

Commissioner Goldthorpe provided comment.

Commissioner Hansen provided comment.

Commissioner May provided comment.

Marisa Keith, 3279 S. Cloverdale, Boise, Idaho, testified.
ACTION TAKEN: Mary May made a motion to Remand the Maple Grove, Amity to Victory Professional Agreement back to staff. Alexis Pickering seconded.

Motion went to vote and carried unanimously.

DISCUSSION ITEMS
Jacob Armstrong, 211 S. Phillippi, Boise, Idaho, provided comment on the Phillippi Street project.

Commissioner Goldthorpe provided comment.

Bruce Wong, ACHD Director, provided comment.

Steve Price, ACHD General Counsel, provided comment.

Mr. Armstrong provided comment.

Commissioner Hansen provided comment.

Commissioner Pickering provided comment.

Mr. Price provided comment.

Commissioner May provided comment.

Commissioner Goldthorpe provided comment.

Commissioner Goldthorpe asked for any further Public Comments, seeing none, Commissioner Goldthorpe adjourned the meeting at 12:49 p.m.

POST-COMMISSION AGENDA - 12:50 P.M.
Commission Present in Person: Goldthorpe
Commission Present via Zoom: Hansen, Pickering and May
Staff Present in Person: Director Wong, Price, Lucas, Inselman, Little, Berenger, Cooney, Rausch and Spencer
Staff Present via Zoom: Daigle, Pestka, Tannler, Bevins, Carnegie, Pecka, Laws, Spiker, Battles, K. Inselman and Young
Public Present via Zoom: 7

1. Truckers’ Association presentation - Allen Hodges

   Bruce Wong, ACHD Director, introduced Mr. Hodges.

   Allen Hodges made the presentation. No official action was taken.
2. Interim Policy of Development Services - Arterials and Bike Lanes

Christy Little, ACHD Development Services Manager, presented.

No official action was taken.

________________________  _______________________
Stacey L. Spencer, Secretary   Kent Goldthorpe, President
STAFF REPORT

TO: ACHD Commission and Director Bruce S. Wong  
FROM: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org  
SUBJECT: 2021 12-Yd Dump Truck Piggyback Purchase Agreement MD-164  
MEETING: Commission Meeting - 24 Mar 2021

FACTS & FINDINGS:
Idaho Code 67-2807 allows agencies to participate in a program established by a not-for-profit association such as Sourcewell and to purchase goods through those programs.

In January 2021, Boise Peterbilt offered ACHD the opportunity to piggyback off the Sourcewell contract 060920-PMC-CY2021-2024 for four (4) Peterbilt 12-yard dump trucks as authorized in Idaho Code Section 67-2807. This contract is the result of a competitive solicitation process as required by 67-2807 and offers ACHD with the equipment and options that best suit the needs of the District over similar equipment currently on the market.

The dump trucks will be replacing units 38.154, 38.155, 38.167 and 38.168. Two (2) of the dump trucks will be assigned to the Adams Grade Crew and the other two (2) will be assigned to the Cloverdale Grade Crew.

The following table illustrates the cost savings of the proposed procurement:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Quantity</th>
<th>Non-Sourcewell Price (ea)</th>
<th>Sourcewell Price (ea)</th>
<th>Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackson Group Peterbilt</td>
<td>4</td>
<td>$333,734.00</td>
<td>$235,196.00</td>
<td>$98,538.00</td>
</tr>
</tbody>
</table>

Total Cost Savings: $394,152.00

FISCAL IMPLICATIONS:
Fleet has budgeted $909,000.00 for this equipment in 00670.4350.0 account. A budget adjustment will be made from within Fleet’s 00670.4350.03 for $31,784.00 to account for the increase in cost.

RECOMMENDATIONS:
Staff recommends that the ACHD Commission approve and execute the 2021 12-yd Dump Trucks Piggyback Purchase Agreement MD-1647 with Boise Peterbilt in the amount of $940,784.00.

ATTACHMENT(S):
2021 Dump Trucks Staff Memo
2021 12Yd Dump Truck Piggyback Purchase Agreement MD-1647
March 6, 2021

To:      ACHD Commission  
         Bruce S. Wong, Director

From:    Erin Chesnut, Fleet Coordinator

Subject: 2021 12-yd Dump Trucks Piggyback Purchase MD-1647

Agenda Date: March 24, 2021

Facts and Findings:
Idaho Code 67-2807 allows agencies to participate in a program established by a not-for-profit association such as Sourcewell and to purchase goods through those programs.

In January 2021, Boise Peterbilt offered ACHD the opportunity to piggyback off the Sourcewell contract 060920-PMC-CY2021-2024 for four (4) Peterbilt 12-yard dump trucks as authorized in Idaho Code Section 67-2807. This contract is the result of a competitive solicitation process as required by 67-2807 and offers ACHD with the equipment and options that best suit the needs of the District over similar equipment currently on the market.

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Total Cost Savings: $394,152.00

Fiscal Impacts:
Fleet has budgeted $909,000.00 for this equipment in 00670.4350.03 account. A budget adjustment will be made from within Fleet’s 00670.4350.03 for $31,784.00 to account for the increase in cost.

Staff Recommendation:
Staff recommends that the ACHD Commission approve and execute the 2021 12-yd Dump Trucks Piggyback Purchase Agreement MD-1647 with Boise Peterbilt in the amount of $940,784.00.

cc: Jennifer A. Berenger, Maintenance Deputy Director
PURCHASE AGREEMENT
2021 12-Yd Dump Truck Piggyback Purchase Agreement MD-1647

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this 24th day of March 2021 by and between Ada County Highway District (hereinafter “ACHD”), and Boise Peterbilt (hereinafter “VENDOR”).

RE bâtals

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Maintenance Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714; the telephone number is 387-6100; and the facsimile number is 387-6391.

b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.
c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes Sourcewell Contract 060920-PMC-CY2021-2024, the Invitation to Bid, Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean Boise Peterbilt. For the purposes of this AGREEMENT, the VENDOR mailing address is 6633 S Federal Way; Boise, Idaho 83716; the telephone number is (208) 761-6698.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit "A", SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit “A”, SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Nine Hundred Forty Thousand, Seven Hundred Eighty-Four Dollars ($940,784.00) as priced in Sourcewell contract 060920-PMC-CY2021-2024, to the VENDOR as provided in Exhibit “B”, PAYMENT SCHEDULE.

a. Invoice submittals are to be sent to ACHD as provided in Section 10.

b. Payment will be released in full upon, complete delivery and inspection of all vehicles.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered on or before September 30, 2021 as provided in Exhibit “C”, DELIVERY SCHEDULE. ACHD will grant extensions for the following: delays caused by ACHD, excessive time required to process submittals by ACHD, additional ITEM(s) requested by ACHD, or circumstances beyond the control of the Vendor such as shipping/freight delays or delays caused by the manufacturer.
SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until September 30, 2021.

SECTION 6. F.O.B. BOISE. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of in business located at our Maintenance facility on Adams St. in Garden City, Idaho.

SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day. Written acknowledgement shall be sent via email to the following ACHD staff:
   Erin Chesnut, Fleet Coordinator echesnut@achdidaho.org
   Kristi Gronski, Fleet Administrative Specialist, kgronski@achdidaho.org
   Paige Herrigstad, Sr. Administrative Assistant, pherrigstad@achdidaho.org

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:
   a. Delivered personally to the contact at the address below; or
   b. Sent by email to the other party at the email address set forth below; or
   c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or
   d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.
SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.

SECTION 13. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, is to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 14. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 15. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 16. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

SECTION 17. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 18. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.
SECTION 19. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s). ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 20. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.

SECTION 21. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:
   i. Fails to execute this AGREEMENT; or
   ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or
   iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or
   iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or
   v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
   vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
   vii. Makes assignment for the benefit of creditors; or
   viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been payable under the AGREEMENT, then the VENDOR shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:
i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.

ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 22. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD’s initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 23. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 24. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 25. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 26. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 27. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.
SECTION 28. ACKNOWLEDGMENT OF NON-EMPLOYEMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 29. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whosoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker's compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD's protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 30. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 31. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: ________________________________

Kent Goldthorpe, ACHD President

VENDOR

By: ________________________________

Title: ________________________________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
VENDOR:

STATE OF IDAHO )
County of _________) ss.

On this _____ day of ____________, 2021, before me, __________________, a Notary Public in and for the State of Idaho, personally appeared _________________________, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____________________________________
Notary Public for Idaho
Residing at: __________________________
My Commission Expires: ________________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO )
County of Ada ) ss.

On this _____ day of March, 2021, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____________________________________
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: August 13, 2025
PURCHASE AGREEMENT

Exhibit “A”
SPECIFICATIONS

See Attached Specifications

A. See the attached specifications.
B. Provide the following information on all major components (electronic or physical documentation is acceptable):
   i. Description/name of the component
   ii. Associated serial number
   iii. Part number
C. Also please identify the manufacture recommendations for preventative maintenance intervals for the main engine, chassis, and any other auxiliary equipment that the manufacture recommends a maintenance service on. Please provide the intervals for both moderate and severe use.

Four (4) 12-Yd Dump Trucks, as referenced in Sourcewell contract 060920-PMC-CY2021-2024. ($235,196.00 each)
**Vehicle Summary**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Chassis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model: Model 367</td>
<td>Fr Axle Load (lbs): 20000</td>
</tr>
<tr>
<td>Type: Full Truck</td>
<td>Fr Axle Load (lbs): 20000</td>
</tr>
<tr>
<td>Description 1: DUMP TRUCK DISC</td>
<td>G.C.W. (lbs): 80000</td>
</tr>
<tr>
<td>Description 2:</td>
<td></td>
</tr>
</tbody>
</table>

**Application**
- Intended Serv.: Snowplow
- Road Conditions: Class A (Highway): 90
- Class B (Hwy/Mtn): 10
- Class C (Off-Hwy): 0
- Class D (Off-Road): 0

**Commodity**: Other Commodity
- Class A (Highway): 90
- Class B (Hwy/Mtn): 10
- Class C (Off-Hwy): 0
- Class D (Off-Road): 0

**Body**
- Type: End Dump
- Maximum Grade: 6
- Length (ft): 15
- Wheelbase (in): 197
- Height (ft): 13
- Overhang (in): 60
- Max Laden Weight (lbs): 5000
- Fr Axle to BOC (in): 76.8

**Trailer**
- No. of Trailer Axles: 0
- Cab to Axle (in): 120.2
- Cab to EOF (in): 180.2
- Overall Comb. Length (in): 304

**Special Req.**
- Kingpin Inset (in): 0
- Corner Radius (in): 0

**Restrictions**
- Length (ft): 40
- Width (in): 102
- Height (ft): 13.5

**Approved by: ___________________________ Date: ___________________________**

*Note: All sales are F.O.B. designated plant of manufacture.*
### Base Model

<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>Model 367</td>
<td>15,020</td>
</tr>
</tbody>
</table>

Peterbilt’s Model 367 defines rugged durability and quality construction for the vocational market and is specifically designed to endure the rigors of dump, logging, construction and numerous other heavy-duty vocational applications. The lightweight, all-aluminum cab with lap seam construction and bulkhead style doors is legendary for toughness and corrosion resistance. It provides years of virtually watertight performance. The Model 367 is available in both a set-forward and set-back axle configuration, with a 123” BBC. Available with a variety of heavy-duty components, including full and partial frame liners, as well as a selection of axles, including tandem, tridem and lift-axle options, the 367 is as tough as it is versatile.

### Configuration

<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>Not Applicable</td>
<td>0</td>
</tr>
</tbody>
</table>

### Frame & Equipment

<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>11-5/8” Steel Rails to 444”</td>
<td>467</td>
</tr>
<tr>
<td></td>
<td>11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Heavy-Duty Iron Front Spring Brackets</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Forward and Rear</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>FEPTO Prov.22.4in Reinforced Front Frame Extension</td>
<td>106</td>
</tr>
<tr>
<td></td>
<td>Includes Stationary Grille and Engine Adapter for 1350 Flange Yoke.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>EOF Square without Crossmember</td>
<td>-64</td>
</tr>
<tr>
<td></td>
<td>End-of-frame square without crossmember. For use with body builder installed crossmember.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Omit Rear Mudflaps and Hangers</td>
<td>-25</td>
</tr>
</tbody>
</table>

### Front Axle & Equipment

<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Meritor MFS20 20,000 lb, 3.74 in Drop</td>
<td>147</td>
</tr>
</tbody>
</table>

Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings.
<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.</td>
<td>119</td>
</tr>
<tr>
<td>O</td>
<td>Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.</td>
<td>71</td>
</tr>
<tr>
<td>O</td>
<td>Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Greasable Front Spring Pins</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5&quot; Drop / MFS 3.74&quot; Drop. 71in KPI IPO 69in with MFS and MFS+ axles.</td>
<td>15</td>
</tr>
<tr>
<td>U</td>
<td>50 MM FRONT SPRING SPACER BLOCKS</td>
<td>0</td>
</tr>
</tbody>
</table>

**Rear Axle & Equipment**

<p>| O        | Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling &amp; reduce tire wear. Magnetic rear axle oil drain plug captures &amp; holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear &amp; extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions &amp; withstand the stress from high temperatures, extending component life. | 142 |
| S        | PHP10 Aluminum PreSet PLUS Hubs | 0 |
| O        | Pad Dust Shields for Air Disc Brakes, Drive Axle(s) | 0 |
| O        | Differential Lock Forward-Rear Axle Air Rocker Switch Occupies the Space of One Gauge | 26 |
| O        | Bendix Smart ATC Traction Control | 2 |</p>
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>SBM Valve</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Stability System Not Selected Or Not Available</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Anti-Lock Braking System (ABS) 6S6M</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>ABS-6. Includes air braking system.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Synthetic Axle Lubricant All Axles</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Air Disc Rear Brakes, Tandem Drive Axle</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Includes Automatic Slack Adjusters.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Ratio 4.63 Rear Axle</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Hendrickson Haulmaax HMX400 40,000 lb, 54” Axle</td>
<td>201</td>
</tr>
<tr>
<td></td>
<td>Hendrickson Haulmaax HMX 400 40,000 lbs, 54” axle spacing, 55,000 lbs. creep rating (during extremely slow operations, typically a crane service).</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>16.5in Saddle Height HMX400/460 IPO Std 18.5”</td>
<td>0</td>
</tr>
</tbody>
</table>

**Engine & Equipment**

<p>| S       | PACCAR MX-13 455@1600 GV@2200 1650@900 | 0      |
|         | (2017 Emissions). The PACCAR MX Engine boasts a B10 design life of one million miles in linehaul applications. This means 90 percent of PACCAR MX Engines will log up to one million miles without a major overhaul, almost double the life of comparable engines. The PACCAR MX Engines B10 design life stands as the pinnacle of our promise to you a lifetime of unparalleled durability. |        |
|         | N20740 N015 NO....Enable MX Retarder in Neutra |        |
|         | N20780 N001 16.....Minimum Speed to Turn Cruise |        |
|         | N20800 N002 19.....Min Speed to Automatically T |        |
|         | N20790 N003 19.....Minimum Cruise Control Speed |        |
|         | N20700 N006 65.....Max Cruise Speed (N006) |        |
|         | N20770 N013 4.....Downhill Speed Limiter Vehic |        |
|         | N20760 N014 2.....Auto Retard Vehicle Speed Of |        |
|         | N20750 N019 0.....Delay in Engine Brake Activa |        |
|         | N20710 N052 650...Idle Target (N052) |        |
|         | N21680 N055 780...RPM Set Point 1 (N055) |        |
|         | N21690 N056 1030..RPM Set Point 2 (N056) |        |
|         | N20940 N072 1900..Maximum Fast Idle Control En |        |
|         | N21980 N076 2000..Max Accelerator Controlled E |        |
|         | N20990 N078 ON....PTO Mode Disabled w/ Clutch |        |</p>
<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>N21010</td>
<td>N079 ON....PTO Mode Enable Only w/ Park</td>
<td></td>
</tr>
<tr>
<td>N21020</td>
<td>N080 1.....PTO Vehicle Speed Limit (N08)</td>
<td></td>
</tr>
<tr>
<td>N21110</td>
<td>N086 2000..Maximum Engine Speed During</td>
<td></td>
</tr>
<tr>
<td>N21100</td>
<td>N087 780...RPM Set Point (N087)</td>
<td></td>
</tr>
<tr>
<td>N21030</td>
<td>N089 ON....PTO Mode Enable Only w/ Tran</td>
<td></td>
</tr>
<tr>
<td>N21000</td>
<td>N101 ON....PTO Mode Disabled w/ Service</td>
<td></td>
</tr>
<tr>
<td>N21320</td>
<td>N106 650...Minimum Engine Speed During</td>
<td></td>
</tr>
<tr>
<td>N20690</td>
<td>N162 65....Maximum Accelerator Pedal Ve</td>
<td></td>
</tr>
<tr>
<td>N21310</td>
<td>N170 155...Standard Maximum Speed Limit</td>
<td></td>
</tr>
<tr>
<td>N21640</td>
<td>N179 YES...Enable Park Brake Reset (N17)</td>
<td></td>
</tr>
<tr>
<td>N21910</td>
<td>N182 30.....Coolant Temperature Overrule</td>
<td></td>
</tr>
<tr>
<td>N20870</td>
<td>N184 80.....High Ambient Temperature Ove</td>
<td></td>
</tr>
<tr>
<td>N20660</td>
<td>N185 40.....Low Ambient Temperature Over</td>
<td></td>
</tr>
<tr>
<td>N20900</td>
<td>N186 5.....Timer Setting When in PTO Mo</td>
<td></td>
</tr>
<tr>
<td>N20840</td>
<td>N187 5.....Timer Setting Non-PTO Mode w</td>
<td></td>
</tr>
<tr>
<td>N20850</td>
<td>N188 5.....Timer Setting Non-PTO Mode w</td>
<td></td>
</tr>
<tr>
<td>N20910</td>
<td>N190 YES...Reset EIST Timer Based on En</td>
<td></td>
</tr>
<tr>
<td>N21170</td>
<td>N191 NO.....Overrule EIST Timer Based on</td>
<td></td>
</tr>
<tr>
<td>N21230</td>
<td>N197 YES...Enable Accelerator Pedal Res</td>
<td></td>
</tr>
<tr>
<td>N21240</td>
<td>N198 YES...Enable Service Brake Reset (</td>
<td></td>
</tr>
<tr>
<td>N21250</td>
<td>N199 YES...Enable Clutch Pedal Reset (N</td>
<td></td>
</tr>
<tr>
<td>N21260</td>
<td>N200 YES...Allow EIST Timer Overrules i</td>
<td></td>
</tr>
<tr>
<td>N21930</td>
<td>N224 0.....Maximum Vehicle Speed Bonus</td>
<td></td>
</tr>
<tr>
<td>N21940</td>
<td>N227 -2....Maximum Vehicle Speed Penalt</td>
<td></td>
</tr>
<tr>
<td>N21950</td>
<td>N246 4.....Minimum Vehicle Speed for DS</td>
<td></td>
</tr>
<tr>
<td>N21960</td>
<td>N247 1.....Lowest Gear that DSA will be</td>
<td></td>
</tr>
<tr>
<td>N21970</td>
<td>N248 10.....Highest Gear that DSA will b</td>
<td></td>
</tr>
<tr>
<td>N21990</td>
<td>N307 OFF....Cab Accelerator Active in Re</td>
<td></td>
</tr>
<tr>
<td>N20830</td>
<td>N039 OFF...Allow Multi-Torque Only When (</td>
<td></td>
</tr>
<tr>
<td>N20930</td>
<td>N071 ON....FIC Enable/Disable (N071)</td>
<td></td>
</tr>
<tr>
<td>N21900</td>
<td>N073 0.....Cab Accel Pedal Type in PTO</td>
<td></td>
</tr>
<tr>
<td>N21160</td>
<td>N110 1.....Enable Set Point w/ Set/Acce</td>
<td></td>
</tr>
<tr>
<td>N21670</td>
<td>N164 252...Reserve Speed Function Reset</td>
<td></td>
</tr>
<tr>
<td>N21920</td>
<td>N219 0.....Offset mode (N219)</td>
<td></td>
</tr>
<tr>
<td>N21300</td>
<td>N169 0.....Expiration Distance (N169)</td>
<td></td>
</tr>
<tr>
<td>N21190</td>
<td>N193 0.....Expiration Distance (N193)</td>
<td></td>
</tr>
<tr>
<td>N21280</td>
<td>N163 0.....Maximum Cycle Distance (N163)</td>
<td></td>
</tr>
<tr>
<td>N21650</td>
<td>N173 0.....Reserve Speed Offset (N173)</td>
<td></td>
</tr>
</tbody>
</table>

| Engine Idle Shutdown Timer Disabled | 0 |
| Eff EIST NA Expiration Miles       | 0 |
| Effective VSL Setting NA           | 0 |
| Typical Operating Speed 58 MPH      | 0 |
| Powertrain Optimized for Balance   | 0 |

Enable MX Retarder Auto Retard (Engine Parameter) | 0 |
<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td><strong>Engine Monitoring Protection - Derate</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automatic derating of the engine’s power and can result in damage to the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>CARB Engine Idling Compliance</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR PX-7, PX-9 and MX Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the driver’s door to identify them as meeting the NOx idling standard.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td><strong>Omit Chevron Engine Oil Sticker</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(DELO)</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>PACCAR 160 Amp Alternator, Brushed</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>Immersion Type Block Heater 110-120V</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver’s step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>PACCAR Premium Starter - MX Engines Only</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR Premium 12 volt. Better cranking power, lower current draw, and improved warranty to 5-yr/500K miles.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td><strong>4 PACCAR Premium 12V Dual Purpose Batt 2920 CCA</strong></td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td><strong>Kissling Battery Disconnect Switch, 300 amp</strong></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Mounted on battery box</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td><strong>2-Speed Fan Clutch For Frequent Start/ Stops</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>WABCO 25.9 CFM Air Compressor, MX only</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>Compression Brake, MX</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>The MX brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. The specially designed exhaust cam lobe provides both exhaust cam motion and dedicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td><strong>PACCAR Fuel/Water Separator Standard Service</strong></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td><strong>No Fluid Heat Option for Fuel Filter</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

Price Level: July 1, 2020  
Deal: DUMP TRUCK DISC  
Quote Number: QUO-686083-H5X7S1  
Printed On: 7/22/2020 12:09:12 PM
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>12V Heat for Fuel Filter</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fuel filter heaters help ensure a seamless flow of diesel from the tank to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the combustion chamber. Eliminating any possibility of moisture freezing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>within the fuel filter while simultaneously increasing the fuel temperature</td>
<td></td>
</tr>
<tr>
<td></td>
<td>for atomization within the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>High Efficiency Cooling System</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Cooling module is a combination of steel and aluminum components, with</td>
<td></td>
</tr>
<tr>
<td></td>
<td>aluminum connections to maximize performance and cooling capability.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Silicone radiator &amp; heater hoses enhance value, durability, &amp; reliability.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Constant tension band clamps reduce leaks.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>reducing maintenance costs. Anti-freeze effective to -30 degrees F helps</td>
<td></td>
</tr>
<tr>
<td></td>
<td>protect the engine. Low coolant level sensor warns of low coolant condition</td>
<td></td>
</tr>
<tr>
<td></td>
<td>to prevent engine damage.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>(1) Air Cleaner Firewall Mounted</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Molded rubber air intake connections with lined stainless steel clamps seal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>to prevent contaminants in air intake.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Curved Tip Standpipe(s)</td>
<td>1</td>
</tr>
<tr>
<td>S</td>
<td>24” Ht, 5” Dia Chrome, Clear Coat Standpipe(s)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Transmission & Equipment**

<p>| O      | Allison 4500 RDS-P Transmission, Gen 5                                      | 310    |
|        | Rugged Duty Series. Includes Rear Transmission Support except on MX engines,  |        |
|        | Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes  |        |
|        | features that monitor the transmission fluid, filter and clutch condition.   |        |
|        | Will display percent life remaining for the transmission fluid, filter and   |        |
|        | clutches on the shift selector. This information may be displayed using the  |        |
|        | Mode and Up and Down buttons. A wrench icon will also be included to indicate |        |
|        | when the transmission fluid, filter or clutches need servicing. Suited for    |        |
|        | vehicles operating on/off highway and/or requiring PTO operation. Forward    |        |
|        | ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse   |        |
|        | ratios: DR-(5.55).                                                           |        |
| O      | 1810 HD Driveline, 1 Midship Bearing                                        | 90     |
|        | 4.5in x .180 wall tubing                                                     |        |
| O      | 1710 Driveline Interaxie                                                     | 0      |
|        | For tandem rear axles                                                        |        |
| O      | Auto Neutral Activates With Parking Brake                                    | 0      |
|        | Auto Neutral helps improve jobsite safety by reducing the possibility of the |        |
|        | truck moving due to throttle application.                                    |        |
| O      | Allison FuelSense 2.0 Not Desired                                            | 0      |
| O      | Omit Allison Neutral At Stop                                                 | 0      |</p>
<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Allison 6-Speed Configuration, Wide Ratio Gears</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Allison 4500 transmission only</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Dash Mounted Push Button Shifter</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Available with Allison transmissions</td>
<td></td>
</tr>
</tbody>
</table>

### Air & Trailer Equipment

| O       | Bendix AD-IS EP Air Dryer, Heater                                                                  | 6      |
|         | Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system. |

| O       | Pull Cords All Air Tanks                                                                          | 1      |
| S       | Nylon Chassis Hose                                                                               | 0      |

| S       | Steel Painted Air Tanks                                                                           | 0      |
|         | All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. |

| O       | Self Returning Brake Hand Valve, Column Mounted                                                  | 0      |
| O       | Body Connections 5’ BOC                                                                            | 6      |
|         | Junction box contains light and power circuits for body connections located 5’ from back-of-cab    |

| O       | AE Connection EOF, 7-Way Socket, Connection EOF                                                    | 15     |
|         | Strapped to the rail                                                                              |

### Tires & Wheels

| O       | FF: BR 20ply 315/80R22.5 M870                                                                     | 94     |
|         | Efficiency Rating: Fair                                                                            |        |
|         | Diameter= 42.8 inches; SLR= 19.9 inches                                                          |        |
|         | The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection. |

| O       | RR: BR 16ply 11R22.5 M799                                                                        | 80     |
|         | Diameter = 42.0 inches; SLR = 19.5 inches                                                        |        |

| S       | Code-rear Tire Qty 08                                                                             | 0      |

| O       | FF: Alcoa 89U637 22.5 X 9.00 Clean Buff Finish                                                    | -36    |
|         | Aluminum, Ultra ONE wheels with MagnaForce alloy that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating. |

| O       | RR: Accur Sil Armor 50291PK 22.5X8.25                                                            | 136    |
|         | Heavy Duty, Two Hand Holes                                                                       |        |

| S       | Code-rear Rim Qty 08                                                                             | 0      |
### Fuel Tanks

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>26&quot; Aluminum 100 Gallon Fuel Tank LH U/C</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability &amp; reduce potential for leaks.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Location LH U/C 100 Gallon</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>S Brace Fuel Tank Step Support</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Perforated Metal Anti-Siphon Device(s)</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Requires engineering review with Arctic Fox or split fuel tanks</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>DEF Tank Mounted LH BOC</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Models 220 and 520 mounted left hand back-of-cab.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>PACCAR MX Engine Fuel Cooler</td>
<td>15</td>
</tr>
<tr>
<td>O</td>
<td>DEF To Fuel Ratio 2:1 Or Greater</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>DEF Tank Small</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>11.1 Gallon Capacity</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>RH Tank None Furnished</td>
<td>-86</td>
</tr>
</tbody>
</table>

### Battery Box & Bumper

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Aluminum Space Saver Battery Box RH BOC</td>
<td>-20</td>
</tr>
<tr>
<td></td>
<td>Battery access from side</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Aftertreatment Aluminum Non-Slip Cab Entry</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Steel Bumper Swept Back Painted Black, With FEPTO</td>
<td>79</td>
</tr>
<tr>
<td></td>
<td>Two tow pin holes and step plates on top of bumper</td>
<td></td>
</tr>
</tbody>
</table>

### Cab & Equipment

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Alum Cab 123in BBC Voc Hvy Haul SBFA Fbrgls Hood and Fenders w/Polished Crown, Spring Tilt Assist. Use w/FEPTO/Rail Ext w/MX engines OR w/o FEPTO/rail Ext w/ISX/MX engines. Proprietary anti-blow-down locking mechanism that keeps hood open during servicing &amp; prevents unintentional closing. Hood latch each side secures hood to cowl. Proprietary all-alum cab is light weight &amp; durable for long service life. One-piece roof reduces potential for leaks. Two-piece windshield for cost effective windshield replacement. Lap seam construction &amp; aircraft fasteners has greater clamp load than rivets. Bulkhead style doors provide virtually water-tight, rattle-free performance. Extruded alum door frames for strength &amp; durability. Full length, heavy-duty piano-type stainless steel door hinges &amp; pins provide durability. View window in RH door. Convex mirror over RH door &amp; below each rear view mirror for improved visibility &amp; safety.</td>
<td>290</td>
</tr>
<tr>
<td>Std/Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>O</td>
<td>Key All Units Alike</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Please add your 3 digit key code number in the key code field.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Thermal Insulation Package in Cab</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>KEY G240</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>No Sleeper Selected</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Rubber Fender Lips 2” Wide</td>
<td>8</td>
</tr>
<tr>
<td>O</td>
<td>Sears Atlas 80 Driver Seat</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Sears Atlas 80 driver seat top with contoured backframe structure with contoured seat pans, 3 seat extension positions, 3 seat tilt positions, quad-chamber air lumbar - height adjustable, high-back, ergonomic 22” wide &quot;luxury style&quot; seat, full recliner backrest, stabilizer double locking slides/isolator package with 9” slide travel and 2” isolation, Atlas togglelink suspension with flat floor riser and vinyl suspension skirt. Available in mordura cloth or Ultraleather upholstery, optional driver or passenger swivel and your choice of armrest kits.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>National Passenger Seat</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Drivers Armrests - LH &amp; RH</td>
<td>4</td>
</tr>
<tr>
<td>O</td>
<td>Black Seat Color IPO Standard Color</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Air Ride Driver</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>High Back Driver</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Mordura Driver</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Non-Air Ride Passenger</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Low Back Passenger</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Mordura Passenger</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Power Door Locks Both Doors</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Adjustable Steering Column - Tilt/Telescope</td>
<td>11</td>
</tr>
<tr>
<td>S</td>
<td>Steering Wheel With Peterbilt Logo</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Steering Wheel with embossed Peterbilt logo over horn button.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>ProBilt Interior - Arctic Gray</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Includes rugged charcoal instrument panels, gray dash with glare-resistant, charcoal soft-touch upper, dark gray hard trim, black bezels on gauges, cigar lighter and ashtray with power port, monochromatic dark gray durable doorpads with map pocket on driver’s side, dark gray</td>
<td></td>
</tr>
<tr>
<td>Std/Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted domelight, driver and passenger dome/reading lights, footwell lighting, integrated &quot;dead pedal&quot;. (5) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, cup holder and map bin in dash.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Extended Rear Window ipo Std Window-Day Cab</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Day Cab Rear Window</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Day cab rear window flush to back of cab.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>1-Piece Curved Windshield</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Power Lift Windows - Both Doors</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>For use with ProBilt or Prestige Interior</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Combo Fresh Air Heater/Air Conditioner</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Peterbilt Comfort Control - Cab</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Outside Sunvisor - Stainless Steel</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Not available with 2.1M high roof sleeper.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Mirrors SSTL Each Side Heated and Motorized with Switch on Door.</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>(2) Convex 8 inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>(1) Air Horn 15&quot; Painted. Mounted under cab.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>ConcertClass, AM/FM, Weatherband, 3.5 Aux</td>
<td>10</td>
</tr>
<tr>
<td>O</td>
<td>Standard Speaker Package For Cab (2) Speakers</td>
<td>4</td>
</tr>
<tr>
<td>O</td>
<td>Bluetooth Phone and Audio</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>USB Port</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>CB Terminals/Wiring Mounted Under Header</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>SmartLINQ Remote Diagnostics</td>
<td>0</td>
</tr>
</tbody>
</table>
|        | SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those

Price Level: July 1, 2020
Deal: DUMP TRUCK DISC
Quote Number: QUO-686083-H5X7S1
Printed On: 7/22/2020 12:09:12 PM
<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Radio Antenna Mounted on LH Mirror Bracket</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Additional 12V Power Outlet-Dash Mounted For use with ProBilt or Prestige Interior (Standard on Platinum Interior).</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Peterbilt Electric Windshield Wipers With Intermittent Feature.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Unibilt Cab Air Suspension Includes dual air bag suspension, leveling valve, and tracking rod. Provides a more ergonomic installation, higher EAU, easier serviceability and fewer parts.</td>
<td>25</td>
</tr>
<tr>
<td>O</td>
<td>Bugscreen - Removable External Mounted</td>
<td>2</td>
</tr>
<tr>
<td>O</td>
<td>Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.</td>
<td>13</td>
</tr>
<tr>
<td>O</td>
<td>Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC</td>
<td>8</td>
</tr>
<tr>
<td>O</td>
<td>Backup Alarm (87-112 DB) Variable adjusting</td>
<td>6</td>
</tr>
<tr>
<td>O</td>
<td>Main Transmission Oil Temperature Gauge Allison Transmission</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Engine Oil Temperature Gauge</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Manifold Pressure Gauge</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life</td>
<td>0</td>
</tr>
<tr>
<td>Std/ Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>LED indicators; multi-function turn stalk with flash-to-pass feature (night</td>
<td></td>
</tr>
<tr>
<td></td>
<td>mode flashes headlights and marker lights; day mode flashes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>headlights only); intermittent windshield wiper and headlamp beam control.</td>
<td></td>
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<tr>
<td></td>
<td>Hydraulic braked trucks do not include air pressure gauges.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>(1) Additional Dash Switch With Wiring</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(1) additional dash switch with wiring. Spares 1 and 2 share 15 amp fuse,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Dual Output Sensors For Road &amp; Engine Speed</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Terminals routed to back of cab / front of sleeper</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Headlight Single Pod Mounted, Hella Vision Plus</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>(5) Marker Lights, Aero LED</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring For F/O Fog/Road Light</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Without bumper cutouts</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring F/O Auxiliary Light</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Under cab/sleeper (15 amp max), includes switch on the dash that will</td>
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<tr>
<td></td>
<td>power meter-pack sealed connections at the left-hand / right-hand side of</td>
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<tr>
<td></td>
<td>cab at base of the firewall. Bundle panel light harness break outs</td>
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</tr>
<tr>
<td></td>
<td>with firewall harness.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring for F/O Beacon/Strobe</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Switch and wiring for furnished by owner beacon / strobe, 10’ coiled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>wire back-of-cab / back-of-sleeper, at rear sill.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Incandescent Square Stop/Turn/Tail/Backup</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Left-hand / right-hand square end of frame or dropped a- brace</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Additional LED Round Turn Signal</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Mirror mounted</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>(1) F/O Load Light, Switch, 10’ Wire Coil</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Under / in cab / sleeper baggage compartment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Paint</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Standard Paint Color Selection</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>(1) Color Axalta Two Stage - Cab/Hood</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Base Coat/Clear Coat</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85020 A - L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85500 CAB ROOF L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85300 FENDER L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85200 FRAME L0001EA BLACK</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85400 HOOD TOP L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85720 SK FAIRINGS L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shipping Destination</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Options Not Subject To Discount</td>
<td>0</td>
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<tr>
<td></td>
<td>Peterbilt Class 8 Standard Coverage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 year/100,000 Miles (160,000 km)</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>PACCAR MX Standard Coverage</td>
<td>0</td>
</tr>
<tr>
<td>Std/ Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>2 yrs/250,000 mi (400,000 km)/6,250 hrs</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Vehicle Layout</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous**

| S | Day Cab / ProBilt Interior (DB)                      | 0      |
| S | 2017 EPA Emissions Engine                           | 0      |
| O | Presentation Created With SmartSpec                 | 0      |

**Promotions**

**Order Comments**

**Total List Price (W/O Freight & Warranty & Surcharges)** $229,158

- Marketing and Service Support Fee $875
- Prepaid Freight $2,475
- Total Surcharge/Options Not Subject To Discount $1,350

**Total Weight** 17,483

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

**PRICING DISCLAIMER**

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list 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, therefor 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 prebills to confirm your pricing information.
Shipping Destinations

Intermediate Destination: none

<table>
<thead>
<tr>
<th>Final Destinations</th>
<th>Quantity</th>
</tr>
</thead>
</table>

Page 15 of 15
### Peterbilt Motors Company

**SOURCEWELL CONTRACT #060920-PMC - CY2021-2024**

---

### ***FILL IN ALL BLUE CELLS***

<table>
<thead>
<tr>
<th>Peterbilt</th>
<th>1/5/2021</th>
<th>Ada County Highway District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>3775 Adams St Garden City, ID 83714</td>
</tr>
<tr>
<td></td>
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<td>ID# 44750</td>
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### PETERBILT MODEL

<table>
<thead>
<tr>
<th>CHASSIS #</th>
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<tbody>
<tr>
<td>367</td>
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### CAB & CHASSIS LIST PRICE

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<th>SOURCENELWELLS DISCOUNT</th>
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<tr>
<td>220EV</td>
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<td>325</td>
<td>27.00%</td>
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<td>330</td>
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<tr>
<td>579</td>
<td>44.00%</td>
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<tr>
<td>389</td>
<td>44.00%</td>
</tr>
<tr>
<td>520</td>
<td>42.00%</td>
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### SOURCEWELL DISCOUNT $ |

<table>
<thead>
<tr>
<th>PETERBILT MODEL</th>
<th>SOURCENELWELLS DISCOUNT</th>
</tr>
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<tbody>
<tr>
<td>220</td>
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<td>337</td>
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<td>42.00%</td>
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### CAB & CHASSIS PRICE

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<thead>
<tr>
<th>PETERBILT MODEL</th>
<th>SOURCENELWELLS DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
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<td>389</td>
<td>44.00%</td>
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<tr>
<td>520</td>
<td>42.00%</td>
</tr>
</tbody>
</table>

### BODY SUPPLIER (if applicable) OEM-

<table>
<thead>
<tr>
<th>NAME ONLY (NOT DISTRIBUTOR/DEALER)</th>
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</thead>
<tbody>
<tr>
<td>Utility/Crysteel</td>
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</tbody>
</table>

### BODY PRICE (if applicable)

<table>
<thead>
<tr>
<th>PETERBILT MODEL</th>
<th>SOURCENELWELLS DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
<td>23.00%</td>
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<tr>
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</tr>
<tr>
<td>520</td>
<td>42.00%</td>
</tr>
</tbody>
</table>

### TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES (OTHER THAN BODY)

<table>
<thead>
<tr>
<th>PETERBILT MODEL</th>
<th>SOURCENELWELLS DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
<td>23.00%</td>
</tr>
<tr>
<td>220EV</td>
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<td>389</td>
<td>44.00%</td>
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<tr>
<td>520</td>
<td>42.00%</td>
</tr>
</tbody>
</table>

### TOTAL PRICE FOR CAB & CHASSIS, BODY, AND ALL SOURCED GOODS/SERVICES

<table>
<thead>
<tr>
<th>PETERBILT MODEL</th>
<th>SOURCENELWELLS DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
<td>23.00%</td>
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<tr>
<td>220EV</td>
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<td>389</td>
<td>44.00%</td>
</tr>
<tr>
<td>520</td>
<td>42.00%</td>
</tr>
</tbody>
</table>

### SNOW PLOW TRUCKS

Breakdown of sourced costs:
- Additional PDI/prep $500
- Diesel/DEF $125
- Custom snow plow light wiring $1,800
- Frame layout $1,350 / 5 trucks = $270
- Flooring cost: Estimated flooring to be $2,250

---

**Peterbilt Motors Company**

**SOURCEWELL CONTRACT #060920-PMC - CY2021-2024**

---

**Boise Peterbilt**

3775 Adams St Garden City, ID 83714

**Ada County Highway District**

ID# 44750

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PURCHASE AGREEMENT

Exhibit “B”
- -

PAYMENT SCHEDULE

For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Nine Hundred Forty Thousand, Seven Hundred Eighty-Four Dollars ($940,784.00) as priced in Sourcewell contract 060920-PMC-CY2021-2024 to the VENDOR as provided in SECTION 3, PAYMENT. The items break down as follows:

Four (4) 12-Yd Dump Trucks, as referenced in Sourcewell contract 060920-PMC-CY2021-2024. ($235,196.00 each)
PURCHASE AGREEMENT

Exhibit “C”

DELCERY SCHEDULE

A. Delivery shall be no later than September 30, 2021. Delivery of the units shall be at ACHD Maintenance Department, 440 N. Cloverdale, Boise, Idaho 83713. Bid price shall include all expenses for delivery to this location.

B. ACHD and VENDOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

C. In the event VENDOR fails to perform the terms and conditions of this AGREEMENT in a timely manner, ACHD shall have the right to reduce the monies due the VENDOR by a sum of (1%) of the total AGREEMENT amount per week, commencing on the Date for Delivery date as described in Section 4, TIME FOR DELIVERY AND EXTENSIONS, and Exhibit “C”, DELIVERY SCHEDULE, and continuing until all the ITEM(s) as set forth in the Section 2 is/are delivered to ACHD.

D. All training on the functionality of the equipment must be conducted by no later than September 30, 2021. If training as describe below is not completed by 5:00 pm MST on September 30, 2021 then ACHD shall have the right to withhold the monies due the VENDOR by a sum of (5%) of the total AGREEMENT, as described in Section 3, PAYMENTS until all of the required training has been conducted. In addition, the 1% reduction per week specified above shall apply until the required training has been conducted.

1. Training shall be scheduled/conducted Monday through Thursday from 7:30 am MST to 5:00 pm MST.

2. Training shall cover:
   i. Instructions on how to properly and safely operate the piece of equipment
   ii. Identify any common or well-known safety concerns
   iii. Identify any and all maintenance intervals
   iv. Identify any and all preventative maintenance such as cleaning, storing, etc.
   v. Identify any common wear and tear items including the part numbers

E. Vendors shall schedule an accepted drop off time to deliver equipment. Equipment shall not be left in ACHD’s possession without delivery acceptance. If equipment is not accepted due to not scheduling delivery date and time and/or does not meet specifications, vendor shall remove equipment from ACHD’s property immediately.
STAFF REPORT

TO: ACHD Commission and Director Bruce S. Wong
FROM: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org
SUBJECT: 2021 Flusher Truck Piggyback Purchase Agreement MD-167
MEETING: Commission Meeting - 24 Mar 2021

FACTS & FINDINGS:
Idaho Code 67-2807 allows agencies to participate in a cooperative purchasing program established by a not-for-profit association such as Sourcewell and to purchase goods through those programs.

In February 2021, Boise Peterbilt offered ACHD an opportunity to piggyback off the Sourcewell Contract number 060920-PMC-CY2021-2024 for one (1) flusher truck as authorized in Idaho Code Section 67-2807. This contract is the result of a competitive solicitation process as required by Idaho Code Section 67-2807 and offers ACHD with equipment and options that best suit the needs of the District over similar equipment currently on the market.

The Water Truck will be replacing 36.082 and will be assigned to the Cloverdale Drainage Crew.

The following table illustrates the cost savings of the proposed procurement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Government Price (ea)</th>
<th>Sourcewell Price (ea)</th>
<th>Cost Savings (ea)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boise Peterbilt</td>
<td>1</td>
<td>$394,193.00</td>
<td>$295,655.00</td>
<td>$98,538.00</td>
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</tbody>
</table>

Total Cost Savings: $98,538.00

FISCAL IMPLICATIONS:
Fleet has budgeted $280,000.00 for this equipment in 00670.4350.03 account. A budget adjustment will be made from within Fleet’s 00670.4350.03 account for the increase in cost.

RECOMMENDATIONS:
Staff recommends that the ACHD Commission approve and execute the 2021 Flusher Truck Piggyback Purchase Agreement MD-1677 with Boise Peterbilt in the amount of $295,655.00.
PURCHASE AGREEMENT
2021 Flusher Truck Piggyback Purchase Agreement MD-1677

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this 24th day of March 2021 by and between Ada County Highway District (hereinafter “ACHD”), and Boise Peterbilt (hereinafter “VENDOR”).

RECORDS

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Maintenance Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1, DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714; the telephone number is 387-6100; and the facsimile number is 387-6391.

b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.
c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes Sourcewell Contract 060920-PMC-CY2021-2024, the Invitation to Bid, Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean Boise Peterbilt. For the purposes of this AGREEMENT, the VENDOR mailing address is 6633 S Federal Way; Boise, Idaho 83716; the telephone number is (208) 761-6698; and the fax number is (208) 350-2551.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit "A", SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit "A", SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT. For the provision and delivery of the ITEM(s), as specified in the Exhibit "A", SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Two Hundred Ninety-Five Thousand, Six Hundred Fifty-Five Dollars ($295,655.00) as priced in Sourcewell Contract 060920-PMC-CY2021-2024, to the VENDOR as provided in Exhibit "B", PAYMENT SCHEDULE.

a. Invoice submittals are to be sent to ACHD as provided in Section 10.

b. Payment will be released in full upon, complete delivery and inspection of all vehicles.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered on or before September 30, 2021 as provided in Exhibit "C", DELIVERY SCHEDULE. ACHD will grant extensions for the following: delays caused by ACHD, excessive time required to process submittals by ACHD, additional ITEM(s) requested by ACHD, or circumstances beyond the control of the Vendor such as shipping/freight delays or delays caused by the manufacturer.
SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until September 30, 2021.

SECTION 6. F.O.B. BOISE. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of in business located at our Maintenance facility on Adams St. in Garden City, Idaho.

SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day. Written acknowledgement shall be sent via email to the following ACHD staff:

   Erin Chesnut, Fleet Coordinator echesnut@achdidaho.org
   Kristi Gronski, Fleet Administrative Specialist, kgronski@achdidaho.org
   Paige Herrigstad, Sr. Administrative Assistant, pherrigstad@achdidaho.org

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:

a. Delivered personally to the contact at the address below; or

b. Sent by email to the other party at the email address set forth below; or

c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or

d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.
FOR ACHD: Erin Chesnut, Fleet Coordinator
Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714
Email: echesnut@achidaho.org
Telephone Number: (208) 871-0023

FOR VENDOR: Drew Bohling, Truck Sales Manager
Boise Peterbilt
6633 S Federal Way
Boise, Idaho 83716
Email: dbohling@jpete.com
Telephone Number: (208) 761-6698

SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.

SECTION 13. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, is to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 14. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 15. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 16. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

SECTION 17. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 18. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.
SECTION 19. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s). ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 20. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.

SECTION 21. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:
   i. Fails to execute this AGREEMENT; or
   ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or
   iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or
   iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or
   v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
   vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
   vii. Makes assignment for the benefit of creditors; or
   viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been payable under the AGREEMENT, then the VENDOR shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:
i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.

ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 22. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD’s initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 23. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 24. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 25. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 26. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 27. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.
SECTION 28. ACKNOWLEDGMENT OF NON-EMPLOYEMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 29. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker's compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD’s protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 30. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 31. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: ____________________________
    Kent Goldthorpe, ACHD President

VENDOR

By: ____________________________
Title: ____________________________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
VENDOR:

STATE OF IDAHO  )
             ) ss.
County of ________)

On this _____ day of __________, 2021, before me, ________________________, a Notary Public in and for the State of Idaho, personally appeared ________________________, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

__________________________________________
Notary Public for Idaho
Residing at: ______________________________
My Commission Expires: ____________________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO  )
             ) ss.
County of Ada  )

On this _____ day of March, 2021, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

__________________________________________
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: August 13, 2025
PURCHASE AGREEMENT

Exhibit “A”
SPECIFICATIONS

See Attached Specifications

A. See the attached specifications
B. Provide the following information on all major components (electronic or physical documentation is acceptable):
   i. Description/name of the component
   ii. Associated serial number
   iii. Part number
C. Also please identify the manufacture recommendations for preventative maintenance intervals for the main engine, chassis and any other auxiliary equipment that the manufacture recommends a maintenance service on. Please provide the intervals for both moderate and severe use.

One (1) Flusher Truck, as referenced in Sourcewell contract 060920-PMC-CY2021-2024. ($295,655.00)
### Vehicle Summary

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<th><strong>Chassis</strong></th>
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<tr>
<td><strong>Type:</strong></td>
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<tr>
<td><strong>Description 1:</strong></td>
<td>H20 FLUSHER</td>
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<td><strong>Description 2:</strong></td>
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</tr>
<tr>
<td><strong>Application</strong></td>
<td></td>
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<td><strong>Road Conditions:</strong></td>
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<td><strong>Road Conditons:</strong></td>
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<tr>
<td><strong>Intended Serv.:</strong></td>
<td>Tanker, Liquid Bulk</td>
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<tr>
<td><strong>Commodity:</strong></td>
<td>Other Commodity</td>
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<td><strong>Approved by:</strong></td>
<td></td>
</tr>
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Note: All sales are F.O.B. designated plant of manufacture.
# Peterbilt's Model 367

Peterbilt’s Model 367 defines rugged durability and quality construction for the vocational market and is specifically designed to endure the rigors of dump, logging, construction and numerous other heavy-duty vocational applications. The lightweight, all-aluminum cab with lap seam construction and bulkhead style doors is legendary for toughness and corrosion resistance. It provides years of virtually watertight performance. The Model 367 is available in both a set-forward and set-back axle configuration, with a 123” BBC. Available with a variety of heavy-duty components, including full and partial frame liners, as well as a selection of axles, including tandem, tridem and lift-axle options, the 367 is as tough as it is versatile.

## Standards/Options

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<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
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## Frame & Equipment

| O       | 10-3/4" Steel Rails 355-384" | 528 |
| O       | Heavy-Duty Iron Front Spring Brackets | 35 |
| O       | FEPTO Prov.22.4in Reinforced Front Frame Extension | 106 |
| O       | EOF Square without Crossmember | -64 |
| O       | Omit Rear Mudflaps and Hangers | -25 |
| O       | Meritor MFS20 20,000 lb, 3.74 in Drop | 147 |
### Axle Description

Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
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<td>O</td>
<td>Taper Leaf Springs, Shocks 20,000 lb</td>
<td>119</td>
</tr>
<tr>
<td></td>
<td>Standard with Heavy Resistance Shocks.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Power Steering Sheppard M100 Dual</td>
<td>71</td>
</tr>
<tr>
<td></td>
<td>For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Power Steering Reservoir Frame Mounted w/Cooler</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>PHP10 Aluminum PreSet PLUS Hubs Air Disc</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Greasable Front Spring Pins</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Bendix Air Disc Front Brakes</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Meritor Wide Track IPO Standard, Front Axle</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5&quot; Drop / MFS 3.74&quot; Drop. 71in KPI IPO 69in with MFS and MFS+ axles.</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>50 MM FRONT SPRING SPACER BLOCKS</td>
<td>0</td>
</tr>
</tbody>
</table>

### Rear Axle & Equipment

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Dana Spicer DSP41 40,000 lb</td>
<td>142</td>
</tr>
<tr>
<td></td>
<td>Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling &amp; reduce tire wear. Magnetic rear axle oil drain plug captures &amp; holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear &amp; extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions &amp; withstand the stress from high temperatures, extending component life.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>PHP10 Aluminum PreSet PLUS Hubs</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Pad Dust Shields for Air Disc Brakes, Drive Axle(s)</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Differential Lock Forward-Rear Axle</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Air Rocker Switch Occupies the Space of One Gauge</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Bendix Smart ATC Traction Control</td>
<td>2</td>
</tr>
</tbody>
</table>
### Description

<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>SBM Valve</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Stability System Not Selected Or Not Available</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Anti-Lock Braking System (ABS) 6S6M</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>ABS-6. Includes air braking system.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Synthetic Axle Lubricant All Axles</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Air Disc Rear Brakes, Tandem Drive Axle</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Includes Automatic Stack Adjusters.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Ratio 4.63 Rear Axle</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Hendrickson Haulmaax HMX400 40,000 lb, 54” Axle</td>
<td>201</td>
</tr>
<tr>
<td></td>
<td>Hendrickson Haulmaax HMX 400 40,000 lbs, 54” axle spacing, 55,000 lbs. creep rating (during extremely slow operations, typically a crane service).</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>16.5in Saddle Height HMX400/460 IPO Std 18.5”</td>
<td>0</td>
</tr>
</tbody>
</table>

### Engine & Equipment

<p>| S       | PACCAR MX-13 455@1600 GV@2200 1650@900 (2017 Emissions). The PACCAR MX Engine boasts a B10 design life of one million miles in linehaul applications. This means 90 percent of PACCAR MX Engines will log up to one million miles without a major overhaul, almost double the life of comparable engines. The PACCAR MX Engines B10 design life stands as the pinnacle of our promise to you a lifetime of unparalleled durability. | 0      |
| N20740  | N015 NO….Enable MX Retarder in Neutra    |        |
| N20780  | N001 16….Minimum Speed to Turn Cruise   |        |
| N20800  | N002 19….Min Speed to Automatically T   |        |
| N20790  | N003 19….Minimum Cruise Control Speed   |        |
| N20700  | N006 65….Max Cruise Speed (N006)        |        |
| N20770  | N013 4….Downhill Speed Limiter Vehic    |        |
| N20760  | N014 2…..Auto Retard Vehicle Speed Of   |        |
| N20750  | N019 0…..Delay in Engine Brake Activa   |        |
| N20710  | N052 650….Idle Target (N052)            |        |
| N21680  | N055 780…..RPM Set Point 1 (N055)       |        |
| N21690  | N056 1030…..RPM Set Point 2 (N056)      |        |
| N20940  | N072 1900..Maximum Fast Idle Control En  |        |
| N21980  | N076 2000..Max Accelerator Controlled E  |        |</p>
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>N20990</td>
<td>N078 ON....PTO Mode Disabled w/ Clutch</td>
<td></td>
</tr>
<tr>
<td>N21010</td>
<td>N079 ON....PTO Mode Enable Only w/ Park</td>
<td></td>
</tr>
<tr>
<td>N21020</td>
<td>N080 1.....PTO Vehicle Speed Limit (N08)</td>
<td></td>
</tr>
<tr>
<td>N21110</td>
<td>N086 2000..Maximum Engine Speed During</td>
<td></td>
</tr>
<tr>
<td>N21100</td>
<td>N087 780...RPM Set Point (N087)</td>
<td></td>
</tr>
<tr>
<td>N21030</td>
<td>N089 ON....PTO Mode Enable Only w/ Tran</td>
<td></td>
</tr>
<tr>
<td>N21000</td>
<td>N101 ON....PTO Mode Disabled w/ Service</td>
<td></td>
</tr>
<tr>
<td>N21320</td>
<td>N106 650...Minimum Engine Speed During</td>
<td></td>
</tr>
<tr>
<td>N20690</td>
<td>N162 65....Maximum Accelerator Pedal Ve</td>
<td></td>
</tr>
<tr>
<td>N21310</td>
<td>N170 155...Standard Maximum Speed Limit</td>
<td></td>
</tr>
<tr>
<td>N21640</td>
<td>N179 YES...Enable Park Brake Reset (N17)</td>
<td></td>
</tr>
<tr>
<td>N21910</td>
<td>N182 30.....Coolant Temperature Overrule</td>
<td></td>
</tr>
<tr>
<td>N20670</td>
<td>N184 80.....High Ambient Temperature Ove</td>
<td></td>
</tr>
<tr>
<td>N20860</td>
<td>N185 40.....Low Ambient Temperature Ove</td>
<td></td>
</tr>
<tr>
<td>N20900</td>
<td>N186 5.....Timer Setting When in PTO Mo</td>
<td></td>
</tr>
<tr>
<td>N20840</td>
<td>N187 5.....Timer Setting Non-PTO Mode w</td>
<td></td>
</tr>
<tr>
<td>N20850</td>
<td>N188 5.....Timer Setting Non-PTO Mode w</td>
<td></td>
</tr>
<tr>
<td>N20910</td>
<td>N190 YES...Reset EIST Timer Based on En</td>
<td></td>
</tr>
<tr>
<td>N21170</td>
<td>N191 NO....Overrule EIST Timer Based on</td>
<td></td>
</tr>
<tr>
<td>N21230</td>
<td>N197 YES...Enable Accelerator Pedal Res</td>
<td></td>
</tr>
<tr>
<td>N21240</td>
<td>N198 YES...Enable Service Brake Reset (</td>
<td></td>
</tr>
<tr>
<td>N21250</td>
<td>N199 YES...Enable Clutch Pedal Reset (N</td>
<td></td>
</tr>
<tr>
<td>N21260</td>
<td>N200 YES...Allow EIST Timer Overrules i</td>
<td></td>
</tr>
<tr>
<td>N21930</td>
<td>N224 0.....Maximum Vehicle Speed Bonus</td>
<td></td>
</tr>
<tr>
<td>N21940</td>
<td>N227 -2.....Maximum Vehicle Speed Penalty</td>
<td></td>
</tr>
<tr>
<td>N21950</td>
<td>N246 4.....Minimum Vehicle Speed for DS</td>
<td></td>
</tr>
<tr>
<td>N21960</td>
<td>N247 1.....Lowest Gear that DSA will be</td>
<td></td>
</tr>
<tr>
<td>N21970</td>
<td>N248 10.....Highest Gear that DSA will b</td>
<td></td>
</tr>
<tr>
<td>N21990</td>
<td>N307 OFF...Cab Accelerator Active in Re</td>
<td></td>
</tr>
<tr>
<td>N20830</td>
<td>N039 OFF...Allow Multi-Torque Only When</td>
<td></td>
</tr>
<tr>
<td>N20930</td>
<td>N071 ON....FIC Enable/Disable (N071)</td>
<td></td>
</tr>
<tr>
<td>N21900</td>
<td>N073 0.....Cab Accel Pedal Type in PTO</td>
<td></td>
</tr>
<tr>
<td>N21160</td>
<td>N110 1.....Enable Set Point w/ Set/Acc</td>
<td></td>
</tr>
<tr>
<td>N21670</td>
<td>N164 252...Reserve Speed Function Reset</td>
<td></td>
</tr>
<tr>
<td>N21920</td>
<td>N219 0.....Offset mode (N219)</td>
<td></td>
</tr>
<tr>
<td>N21300</td>
<td>N169 0.....Expiration Distance (N169)</td>
<td></td>
</tr>
<tr>
<td>N21190</td>
<td>N193 0.....Expiration Distance (N193)</td>
<td></td>
</tr>
<tr>
<td>N21280</td>
<td>N163 0.....Maximum Cycle Distance (N163)</td>
<td></td>
</tr>
<tr>
<td>N21650</td>
<td>N173 0.....Reserve Speed Offset (N173)</td>
<td></td>
</tr>
</tbody>
</table>

- **Engine Idle Shutdown Timer Disabled**: 0
- **Eff EIST NA Expiration Miles**: 0
- **Effective VSL Setting NA**: 0
- **Typical Operating Speed 58 MPH**: 0
- **Powertrain Optimized for Balance**: 0

Best analysis for vehicles where service includes frequent start and stop cycles.

Price Level: July 1, 2020
Deal: H20 FLUSHER
Printed On: 7/22/2020 8:57:06 AM
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enable MX Retarder Auto Retard (Engine Parameter)</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Engine Monitoring Protection - Derate (PACCAR MX)</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automatic derating of the engine's power and can result in damage to the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>CARB Engine Idling Compliance</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR PX-7, PX-9 and MX Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the driver's door to identify them as meeting the NOx idling standard.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Omit Chevron Engine Oil Sticker (DELO)</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>PACCAR 160 Amp Alternator, Brushed</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR 160 Amp alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Immersion Type Block Heater 110-120V</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>PACCAR Premium Starter - MX Engines Only</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>4 PACCAR Premium 12V Dual Purpose Batt 2920 CCA</td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Kissling Battery Disconnect Switch, 300 amp</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Mounted on battery box</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>2-Speed Fan Clutch For Frequent Start/Stop</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>WABCO 25.9 CFM Air Compressor, MX only</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Compression Brake, MX</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. The specially designed exhaust cam lobe provides both exhaust cam motion and dedicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>PACCAR Fuel/Water Separator Standard Service</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>No Fluid Heat Option for Fuel Filter</td>
<td>0</td>
</tr>
<tr>
<td>Std/ Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>O</td>
<td>12V Heat for Fuel Filter</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fuel filter heaters help ensure a seamless flow of diesel from the tank to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the combustion chamber. Eliminating any possibility of moisture freezing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>within the fuel filter while simultaneously increasing the fuel temperature</td>
<td></td>
</tr>
<tr>
<td></td>
<td>for atomization within the engine.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>High Efficiency Cooling System</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Cooling module is a combination of steel and aluminum components,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>with aluminum connections to maximize performance and cooling capability.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Silicone radiator &amp; heater hoses enhance value, durability, &amp; reliability.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Constant tension band clamps reduce leaks.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>reducing maintenance costs. Anti-freeze effective to -30 degrees F helps</td>
<td></td>
</tr>
<tr>
<td></td>
<td>protect the engine. Low coolant level sensor warns of low coolant condition</td>
<td></td>
</tr>
<tr>
<td></td>
<td>to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1000 sq in, 520: 1242 sq in.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>(1) Air Cleaner Firewall Mounted</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Molded rubber air intake connections with lined stainless steel clamps</td>
<td></td>
</tr>
<tr>
<td></td>
<td>seal to prevent contaminants in air intake.</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Exhaust Single RH Side of Cab</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>DPF/SCR right-hand Under Cab.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Curved Tip Standpipe(s)</td>
<td>1</td>
</tr>
<tr>
<td>S</td>
<td>24&quot; Ht, 5&quot; Dia Chrome, Clear Coat Standpipe(s)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Transmission & Equipment**

<p>| O       | Allison 4500 RDS-P Transmission, Gen 5                                     | 310    |
|         | Rugged Duty Series. Includes Rear Transmission Support except on MX engines |        |
|         | Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes |        |
|         | features that monitor the transmission fluid, filter and clutch condition. |        |
|         | Will display percent life remaining for the transmission fluid, filter     |        |
|         | and clutches on the shift selector. This information may be displayed using|        |
|         | the Mode and Up and Down buttons. A wrench icon will also be included to    |        |
|         | indicate when the transmission fluid, filter or clutches need servicing.   |        |
|         | Suited for vehicles operating on/off highway and/or requiring PTO operation.|        |
|         | Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. |        |
|         | Reverse ratios: DR-(5.55).                                                 |        |
| O       | 1810 HD Driveline, 1 Midship Bearing                                      | 90     |
|         | 4.5in x .180 wall tubing                                                   |        |
| O       | 1710 Driveline Interaxle                                                  | 0      |
|         | For tandem rear axles                                                     |        |
| O       | Auto Neutral Activates With Parking Brake                                 | 0      |
|         | Auto Neutral helps improve jobsite safety by reducing the possibility of   |        |
|         | the truck moving due to throttle application.                             |        |
| O       | Allison FuelSense 2.0 Not Desired                                         | 0      |
| O       | Omit Allison Neutral At Stop                                              | 0      |</p>
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>Allison 6-Speed Configuration, Wide Ratio Gears</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Allison 4500 transmission only</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Dash Mounted Push Button Shifter</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Available with Allison transmissions</td>
<td></td>
</tr>
</tbody>
</table>

**Air & Trailer Equipment**

| O      | Bendix AD-1S EP Air Dryer, Heater                                | 6      |
|        | Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system. |        |
| O      | Pull Cords All Air Tanks                                        | 1      |
| S      | Nylon Chassis Hose                                               | 0      |
| S      | Steel Painted Air Tanks                                         | 0      |
|        | All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. |        |
| O      | Self-Returning Brake Hand Valve, Column Mounted                  | 0      |
| O      | Body Connections 5' BOC                                          | 6      |
|        | Junction box contains light and power circuits for body connections located 5' from back-of-cab |        |
| O      | AE Connection EOF, 7-Way Socket, Connection EOF                  | 15     |
|        | Strapped to the rail                                            |        |

**Tires & Wheels**

<p>| O      | FF: BR 20ply 315/80R22.5 M870                                    | 94     |
|        | Efficiency Rating: Fair                                           |        |
|        | Diameter = 42.8 inches; SLR = 19.9 inches                        |        |
|        | The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection. |        |
| O      | RR: BR 16ply 11R22.5 M799                                        | 80     |
|        | Diameter = 42.0 inches; SLR = 19.5 inches                        |        |
| S      | Code-rear Tire Qty 08                                             | 0      |
| O      | FF: Alcoa 89U837 22.5 X 9.00 Clean Buff Finish                   | -36    |
|        | Aluminum, Ultra ONE wheels with MagnaForce alloy that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating. |        |
| O      | RR: Accur Sil Armor 50291PK 22.5X8.25                             | 136    |
|        | Heavy Duty, Two Hand Holes                                       |        |
| S      | Code-rear Rim Qty 08                                              | 0      |</p>
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Fuel Tanks</strong></td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>26” Aluminum 70 Gallon Fuel Tank LH U/C</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability &amp; reduce potential for leaks.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Location LH U/C 70 Gallon</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>S Brace Fuel Tank Step Support</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Perforated Metal Anti-Siphon Device(s)</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Requires engineering review with Arctic Fox or split fuel tanks</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>DEF Tank Mounted LH BOC</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Models 220 and 520 mounted left hand back-of-cab.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>PACCAR MX Engine Fuel Cooler</td>
<td>15</td>
</tr>
<tr>
<td>O</td>
<td>DEF To Fuel Ratio 2:1 Or Greater</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>DEF Tank Small</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>11.1 Gallon Capacity</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>RH Tank None Furnished</td>
<td>-86</td>
</tr>
<tr>
<td></td>
<td><strong>Battery Box &amp; Bumper</strong></td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Aluminum Space Saver Battery Box RH BOC</td>
<td>-20</td>
</tr>
<tr>
<td></td>
<td>Battery access from side</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Aftertreatment Aluminum Non-Slip Cab Entry</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Steel Bumper Swept Back Painted Black, With FEPTO</td>
<td>79</td>
</tr>
<tr>
<td></td>
<td>Two tow pin holes and step plates on top of bumper</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cab &amp; Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Alum Cab 123in BBC Voc Hvy Haul SBFA Fbrgls Hood and Fenders w/Polished Crown, Spring Tilt Assist. Use w/FEPTO/Rail Ext w/MX engines OR w/o FEPTO/rail Ext w/ISX/MX engines. Proprietary anti-blow-down locking mechanism that keeps hood open during servicing &amp; prevents unintentional closing. Hood latch each side secures hood to cowl. Proprietary all-alum cab is light weight &amp; durable for long service life. One-piece roof reduces potential for leaks. Two-piece windshield for cost effective windshield replacement. Lap seam construction &amp; aircraft fasteners has greater clamp load than rivets. Bulkhead style doors provide virtually water-tight, rattle-free performance. Extruded alum door frames for strength &amp; durability. Full length, heavy-duty piano-type stainless steel door hinges &amp; pins provide durability. View window in RH door. Convex mirror over RH door &amp; below each rear view mirror for improved visibility &amp; safety.</td>
<td>290</td>
</tr>
<tr>
<td>Std/Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>O</td>
<td>Key All Units Alike</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Please add your 3 digit key code number in the key code field.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Thermal Insulation Package in Cab</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>KEY G240</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>No Sleeper Selected</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Rubber Fender Lips 2&quot; Wide</td>
<td>8</td>
</tr>
<tr>
<td>O</td>
<td>Sears Atlas 80 Driver Seat</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Sears Atlas 80 driver seat top with contoured backframe structure with contoured seat pans, 3 seat extension positions, 3 seat tilt positions, quad-chamber air lumbar - height adjustable, high-back, ergonomic 22&quot; wide &quot;luxury style&quot; seat, full recliner backrest, stabilizer double locking slides/isolator package with 9&quot; slide travel and 2&quot; isolation, Atlas togglelink suspension with flat floor riser and vinyl suspension skirt. Available in mordura cloth or Ultraleather upholstery, optional driver or passenger swivel and your choice of armrest kits.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>National Passenger Seat</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Drivers Armrests - LH &amp; RH</td>
<td>4</td>
</tr>
<tr>
<td>O</td>
<td>Black Seat Color IPO Standard Color</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Air Ride Driver</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>High Back Driver</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Mordura Driver</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Non-Air Ride Passenger</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Low Back Passenger</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Mordura Passenger</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Power Door Locks Both Doors</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Adjustable Steering Column - Tilt/Telescope</td>
<td>11</td>
</tr>
<tr>
<td>S</td>
<td>Steering Wheel With Peterbilt Logo</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>ProBilt Interior - Arctic Gray</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Includes rugged charcoal instrument panels, gray dash with glare-resistant, charcoal soft-touch upper, dark gray hard trim, black bezels on gauges, cigar lighter and ashtray with power port, monochromatic dark gray durable doorpads with map pocket on driver's side, dark gray</td>
<td></td>
</tr>
<tr>
<td>Std/ Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted domelight, driver and passenger dome/reading lights, footwell lighting, integrated &quot;dead pedal&quot;, (5) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, cup holder and map bin in dash.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Extended Rear Window ipo Std Window-Day Cab</td>
<td>18</td>
</tr>
<tr>
<td>S</td>
<td>Day Cab Rear Window</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>1-Piece Curved Windshield</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Power Lift Windows - Both Doors</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Combo Fresh Air Heater/Air Conditioner</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Peterbilt Comfort Control - Cab</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Outside Sunvisor - Stainless Steel</td>
<td>4</td>
</tr>
<tr>
<td>O</td>
<td>Mirrors SSTL Each Side Heated and Motorized with Switch on Door.</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>(2) Convex 8 Inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>(1) Air Horn 15&quot; Painted Mounted under cab.</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>ConcertClass, AM/FM, Weatherband, 3.5 Aux</td>
<td>10</td>
</tr>
<tr>
<td>O</td>
<td>Standard Speaker Package For Cab (2) Speakers</td>
<td>4</td>
</tr>
<tr>
<td>O</td>
<td>Bluetooth Phone and Audio</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>USB Port</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>CB Terminals/Wiring Mounted Under Header</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those</td>
<td>0</td>
</tr>
</tbody>
</table>
whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.

<table>
<thead>
<tr>
<th>Std/ Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Radio Antenna Mounted on LH Mirror Bracket</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Plug-In Auto Reset Circuit Breaker in place of fuses in junction box</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Additional 12V Power Outlet-Dash Mounted For use with ProBilt or Prestige Interior (Standard on Platinum Interior)</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Peterbilt Electric Windshield Wipers With Intermittent Feature</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Unibilt Cab Air Suspension Includes dual air bag suspension, leveling valve, and tracking rod. Provides a more ergonomic installation, higher EAU, easier serviceability and fewer parts</td>
<td>25</td>
</tr>
<tr>
<td>O</td>
<td>Bugscreen - Removable External Mounted</td>
<td>2</td>
</tr>
<tr>
<td>O</td>
<td>Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards</td>
<td>13</td>
</tr>
<tr>
<td>O</td>
<td>Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC</td>
<td>8</td>
</tr>
<tr>
<td>O</td>
<td>Backup Alarm (87-112 DB) Variable adjusting</td>
<td>6</td>
</tr>
<tr>
<td>O</td>
<td>Main Transmission Oil Temperature Gauge Allison Transmission</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Engine Oil Temperature Gauge</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Manifold Pressure Gauge</td>
<td>2</td>
</tr>
<tr>
<td>S</td>
<td>Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life</td>
<td>0</td>
</tr>
<tr>
<td>Std/Opt</td>
<td>Description</td>
<td>Weight</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>LED indicators; multi-function turn stalk with flash-to-pass feature (night</td>
<td></td>
</tr>
<tr>
<td></td>
<td>mode flashes headlights and marker lights; day mode flashes headlights only;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>intermittent windshield wiper and headlamp beam control. Hydraulic braked</td>
<td></td>
</tr>
<tr>
<td></td>
<td>trucks do not include air pressure gauges.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>(1) Additional Dash Switch With Wiring</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>(1) additional dash switch with wiring. Spares 1 and 2 share 15 amp</td>
<td></td>
</tr>
<tr>
<td></td>
<td>fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash</td>
<td></td>
</tr>
<tr>
<td></td>
<td>space.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Dual Output Sensors For Road &amp; Engine Speed</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Terminals routed to back of cab / front of sleeper</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Headlight Single Pod Mounted, Hella Vision Plus</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Integral turn signals</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>(5) Marker Lights, Aero LED</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring For F/O Fog/Road Light</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Without bumper cutouts</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring F/O Auxiliary Light</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Under cab/sleeper (15 amp max), includes switch on the dash that will</td>
<td></td>
</tr>
<tr>
<td></td>
<td>power metri-pack sealed connections at the left-hand / right-hand side</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of cab at base of the firewall. Bundle panel light harness break outs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>with firewall harness.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Switch &amp; Wiring for F/O Beacon/Strobe</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Switch and wiring for furnished by owner beacon / strobe, 10’ coiled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>wire back-of-cab / back-of-sleeper, at rear sill.</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Incandescent Square Stop/Turn/Tail/Backup</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Left-hand / right-hand square end of frame or dropped a-brace</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Additional LED Round Turn Signal</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Mirror mounted</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>(1) F/O Load Light, Switch, 10’ Wire Coil</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Under / in cab / sleeper baggage compartment</td>
<td></td>
</tr>
<tr>
<td>Paint</td>
<td>Standard Paint Color Selection</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>(1) Color Axalta Two Stage - Cab/Hood</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Base Coat/Clear Coat</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85020 A - L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85500 CAB ROOF L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85300 FENDER L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85200 FRAME L0001EA BLACK</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85400 HOOD TOP L0006EY WHITE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N85720 SK FAIRINGS L0006EY WHITE</td>
<td></td>
</tr>
</tbody>
</table>

**Shipping Destination**

**Options Not Subject To Discount**

<p>| S    | Peterbilt Class 8 Standard Coverage                                         | 0 |
|      | 1 year/100,000 Miles (160,000 km)                                           |   |
| S    | PACCAR MX Standard Coverage                                                  | 0 |</p>
<table>
<thead>
<tr>
<th>Std/Opt</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2 yrs/250,000 mi (400,000 km)/6,250 hrs</td>
<td>0</td>
</tr>
<tr>
<td>O</td>
<td>Frame Layout Identical to Previous Chassis</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Narr 448869</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Day Cab / ProBilt Interior (DB)</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>2017 EPA Emissions Engine</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Warranty Only</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Presentation Created With SmartSpec</td>
<td>0</td>
</tr>
</tbody>
</table>

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges) $228,390

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing and Service Support Fee</td>
<td>$875</td>
</tr>
<tr>
<td>Prepaid Freight</td>
<td>$2,475</td>
</tr>
<tr>
<td>Total Surcharge/Options Not Subject To Discount</td>
<td>$475</td>
</tr>
</tbody>
</table>

Total Weight 17,540

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list 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 prebills to confirm your pricing information.
**Shipping Destinations**

**Intermediate Destination:** none

<table>
<thead>
<tr>
<th>Final Destinations</th>
<th>Quantity</th>
</tr>
</thead>
</table>


### Peterbilt Motors Company

**SOURCEWELL CONTRACT #060920-PMC - CY2021-2024**

<table>
<thead>
<tr>
<th><strong>PETERBILT MODEL</strong></th>
<th><strong>367</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHASSIS #</strong></td>
<td><strong>H20 FLUSHER TRUCK</strong></td>
</tr>
</tbody>
</table>

#### Breakdown of sourced costs:
- **H20 FLUSHER TRUCK**
- **Additional PDI/prep $500**
- **Diesel/DEF $125**
- **Frame layout $1,350**
- **Flooring cost: Estimated flooring to be $2,750**

#### Bodily Details:
- **Body Supplier (if applicable)**: Utility/Diamond Bilt
- **OEM-name only (not distributor/dealer)**: Peterbilt Motors Company

<table>
<thead>
<tr>
<th><strong>CAB &amp; CHASSIS LIST PRICE</strong></th>
<th><strong>$229,158</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOURCEWELL DISCOUNT %</strong></td>
<td><strong>43.00%</strong></td>
</tr>
<tr>
<td><strong>SOURCEWELL DISCOUNT $</strong></td>
<td><strong>$98,538</strong></td>
</tr>
<tr>
<td><strong>CAB &amp; CHASSIS PRICE</strong></td>
<td><strong>$130,620</strong></td>
</tr>
</tbody>
</table>

| **BODY PRICE (if applicable)** | **$160,310** |

| **TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES (other than body)** | **$4,725** |

| **TOTAL PRICE FOR CAB & CHASSIS, BODY, AND ALL SOURCED GOODS/SERVICES** | **$295,655** |

---

**Boise Peterbilt**

3775 Adams St Garden City, ID 83714

**Ada County Highway District**

1/5/2021

3775 Adams St Garden City, ID 83714

ID# 44750
PURCHASE AGREEMENT

Exhibit “B”

PAYMENT SCHEDULE

For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Two Hundred Ninety-Five Thousand, Six Hundred Fifty-Five Dollars ($295,655.00) as priced in Sourcewell Contract 060920-PMC-CY2021-2024 to the VENDOR as provided in SECTION 3, PAYMENT. The items break down as follows:

One (1) Flusher Truck, as referenced in Sourcewell contract 060920-PMC-CY2021-2024. ($295,655.00)
PURCHASE AGREEMENT

Exhibit “C”

- -

DELIVERY SCHEDULE

A. Delivery shall be September 30, 2021. Delivery of the units shall be at ACHD Maintenance Department, 440 N. Cloverdale, Boise, Idaho 83713. Bid price shall include all expenses for delivery to this location.

B. ACHD and VENDOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

C. In the event VENDOR fails to perform the terms and conditions of this AGREEMENT in a timely manner, ACHD shall have the right to reduce the monies due the VENDOR by a sum of (1%) of the total AGREEMENT amount per week, commencing on the Date for Delivery date as described in Section 4, TIME FOR DELIVERY AND EXTENSIONS, and Exhibit “C”, DELIVERY SCHEDULE, and continuing until all the ITEM(s) as set forth in the Section 2 is/are delivered to ACHD.

D. All training on the functionality of the equipment must be conducted by no later than September 30, 2021. If training as described below is not completed by 5:00 pm MST on September 30, 2021, then ACHD shall have the right to withhold the monies due the VENDOR by a sum of (5%) of the total AGREEMENT, as described in Section 3, PAYMENTS until all of the required training has been conducted. In addition, the 1% reduction per week specified above shall apply until the required training has been conducted.

1. Training shall be scheduled/conducted Monday through Thursday from 7:30 am MST to 5:00 pm MST.

2. Training shall cover:
   i. Instructions on how to properly and safely operate the piece of equipment
   ii. Identify any common or well-known safety concerns
   iii. Identify any and all maintenance intervals
   iv. Identify any and all preventative maintenance such as cleaning, storing, etc.
   v. Identify any common wear and tear items including the part numbers

Vendors shall schedule an accepted drop off time to deliver equipment. Equipment shall not be left in ACHD’s possession without delivery acceptance. If equipment is not accepted due to not scheduling delivery date and time and/or does not meet specifications, vendor shall remove equipment from ACHD’s property immediately.
March 10, 2021

To: ACHD Commission
   Bruce S. Wong, Director

From: Erin Chesnut, Fleet Coordinator

Subject: 2021 Flusher Truck Piggyback Purchase MD-1677

Agenda Date: March 24, 2021

Facts and Findings:
Idaho Code 67-2807 allows agencies to participate in a cooperative purchasing program established by a not-for-profit association such as Sourcewell and to purchase goods through those programs.

In February 2021, Boise Peterbilt offered ACHD an opportunity to piggyback off the Sourcewell Contract number 060920-PMC-CY2021-2024 for one (1) flusher truck as authorized in Idaho Code Section 67-2807. This contract is the result of a competitive solicitation process as required by Idaho Code Section 67-2807 and offers ACHD with equipment and options that best suit the needs of the District over similar equipment currently on the market.

The Water Truck will be replacing 36.082 and will be assigned to the Cloverdale Drainage Crew.

The following table illustrates the cost savings of the proposed procurement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Government Price (ea)</th>
<th>Sourcewell Price (ea)</th>
<th>Cost Savings (ea)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boise Peterbilt</td>
<td>1</td>
<td>$394,193.00</td>
<td>$295,655.00</td>
<td>$98,538.00</td>
</tr>
</tbody>
</table>

Total Cost Savings: $98,538.00

Fiscal Impacts:
Fleet has budgeted $280,000.00 for this equipment in 00670.4350.03 account. A budget adjustment will be made from within Fleet's 00670.4350.03 account for the increase in cost.

Staff Recommendation:
Staff recommends that the ACHD Commission approve and execute the 2021 Flusher Truck Piggyback Purchase Agreement MD-1677 with Boise Peterbilt in the amount of $295,655.00.

cc: Jennifer A. Berenger, Maintenance Deputy Director
To: ACHD Commission
From: Development Review Section
Kaci Bader
Subject: Interagency License Agreement
Meeting Date: March 24, 2021

FACTS & FINDINGS:

1. City of Boise (“Licensee”) desires to use the Right-of-Way for the limited purposes of the installation and maintenance of grass, trees, perennials and landscape irrigation within the Right-of-Way on E. Freight Street.

2. Idaho Code § 67-2332 expressly authorizes the Licensee and ACHD to enter into agreements to perform any governmental service activity, or undertaking that is authorized by law and within the power, privilege or authority of said agencies.

3. Ada County Highway District Legal staff has reviewed and approved the License Agreement for form and content.

RECOMMENDATION:

1. Approve the License Agreement and authorize the President to endorse.

ATTACHMENTS:

1. Interagency License Agreement
LAC2021-0001
Boise Gateway Industrial Park Bldg 2
T 2N, R 2E, Sec 13

(space reserved for recording)

INTERAGENCY TEMPORARY LICENSE AGREEMENT

THIS INTERAGENCY TEMPORARY LICENSE AGREEMENT (the “Agreement”) is made and entered into this 23rd day of February, 2021 by and between City of Boise (“Licensee”) and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho, (“ACHD”).

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

SECTION 1. RECITALS.

1.1 City of Boise (“Licensee”) is a municipal corporation organized and existing under the laws of the State of Idaho, with power to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or constitution of the State of Idaho. Licensee owns the real property at 2155 E Freight Street, adjacent to the ACHD right-of-way located in Ada County, Idaho as described in Exhibit “A” hereto (Licensee’s Property).

1.2 ACHD owns and has exclusive jurisdiction over the public right-of-way located in Ada County, Idaho, municipally described as E Freight Street, Boise, more particularly described and/or depicted on Exhibit “B” attached hereto (the “Right-of-Way”).

1.3 Idaho Code § 67-2332 expressly authorizes the Licensee and ACHD to enter into agreements to perform any governmental service activity or undertaking that is authorized by law and within the power, privilege or authority of said agencies.

1.3 Licensee desires a license to use the Right-of-Way for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, ACHD is willing to extend such license to Licensee.
SECTION 2. LICENSE; LICENSE NOT EXCLUSIVE.

2.1 On the terms and conditions hereinafter set forth, ACHD hereby extends to Licensee a license on, over, across and under the Right-of-Way for the following uses and purposes (“Authorized Use”) and no others:

Licensee is to construct, install and maintain features consisting of grass, trees, perennials, and landscape irrigation system per Exhibit C and the ACHD approved civil drawings located within ACHD right-of-way along E Freight Street.

- In general, coniferous trees are prohibited within the right-of-way. If allowed, the tree or shrub must be less than 3’ in height at maturity.
- Final grading of landscaped areas shall slope away from right-of-way “hardscape” improvements including the edge of pavement, curbing and sidewalks.
- In general, licensee to install landscaping and sprinklers in a manner to eliminate irrigation flows and/or ponding of irrigation water within the ACHD Right of Way.
- Any perennial trees or plants that will extend roots deeper than 18 inches shall be prohibited over ACHD infiltration facilities or piping systems.
- Trees shall not be permitted within the 10’, as measured from the outside perimeter, of any storm drain pipe, structures and facilities.
- Infiltration areas shall not be covered with sod or non-free draining materials/soil.
- Access to inlets and outlets of ACHD Drainage Areas shall not be planted with trees, shrubs or any landscaping that would impede heavy equipment vehicle access.
- Licensee shall observe the 40-foot sight triangle and will not plant any shrubs or trees within the area or over any utility lines.
- All trees in the public right-of-way shall be maintained by Licensee for clearance of 14 feet over all roadways as measured at the gutter plate, and 8 feet over all sidewalks.
- Licensee to contact Digline Inc., prior to start of construction.
- Licensee to contact Construction Services at 387-6280 to verify if a construction permit is required.

2.2 This Agreement does not extend to Licensee the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use public right-of-way. If the Right-of-Way has been opened as a public Highway (as used in the Agreement the term “Highway” is as defined in Idaho Code § 40-109(5)) Licensee’s Authorized Use is subject to the rights of the public to use the Right-of-Way for Highway purposes. Licensee’s Authorized Use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way, and statutory rights of utilities to use the public right-of-way. This Agreement it is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.

SECTION 3. CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS. Any repairs or maintenance, of the Licensee’s improvements currently located in the Right-of-Way or the installation or construction of improvements by Licensee in the Right-of-Way as permitted by the Authorized Use, (the “Improvements”), shall be accomplished in accordance with designs, plans...
and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefor shall be and remain in Licensee.

SECTION 4. WAIVER AND ESTOPPEL STATEMENT BY LICENSEE. Licensee acknowledges and agrees that the license granted herein is temporary, and merely a permissive use of the Right-of-Way pursuant to this Agreement. Licensee further acknowledges and agrees that it specifically assumes the risk that the license pursuant to this Agreement may be terminated before Licensee has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Improvements, and Licensee hereby waives and estops itself from asserting any claim that the license is in any way irrevocable because Licensee has expended funds on the Improvements and the Agreement has not been in effect for a period sufficient for Licensee to realize the economic benefit from such expenditures.

SECTION 5. TERM.

5.1 The term of this Agreement will commence on the 23rd day of February, 2021, and will continue until terminated by either party, with or without cause, which termination shall be effective following THIRTY (30) DAYS advance written notice of termination given to the other party. Upon expiration of the THIRTY DAYS, ACHD shall record a Revocation of License Agreement in the Official Real Property Records of Ada County, Idaho.

5.2 If Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder ACHD may terminate this Agreement and the rights extended to Licensee hereunder at any time, effective at the end of thirty (30) days following the date ACHD shall provide written notice of termination to Licensee, which notice shall specify such default(s). Licensee shall have such thirty (30) day period to correct and cure the specified defaults, and if so corrected and cured, to the satisfaction of ACHD, this Agreement shall not be terminated but shall continue in full force and effect.

SECTION 6. FEE. There is no annual fee for the Licensee’s Authorized Use of the Right-of-Way under this Agreement.

SECTION 7. MAINTENANCE; FAILURE TO MAINTAIN; RELOCATION OF UTILITIES.

7.1 At its sole cost and expense, Licensee shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing such repair and maintenance.

7.2 If the Highway on and/or adjacent to the Right-of-Way is damaged as a result of:

(i) the performance by Licensee of the maintenance required by section 7, or the failure or neglect to perform such maintenance; and/or

(ii) Licensee’s design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense Licensee shall forthwith correct such deficiency and restore the Highway and the surface of the Right-of-Way to the same condition it was in prior thereto, and if
Licensee shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event Licensee agrees to reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

7.3 Notwithstanding the provisions of section 7.2, should an emergency exist related to the Licensee’s use of this license which threatens the stability or function of the Highway on or adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of Licensee necessary emergency repairs.

7.4 Licensee will be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of Improvements by Licensee in the Right-of-Way.

SECTION 8. RELOCATION OF IMPROVEMENTS. If during the term of this Agreement ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, Licensee hereby accepts responsibility for all costs for relocating, modifying or otherwise adapting the Improvements to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by Licensee according to designs, plans and specifications approved in advance by ACHD in writing; provided Licensee may elect to terminate this Agreement in lieu of complying with this responsibility, and further provided ACHD gives Licensee adequate written notice as necessary to allow Licensee to redesign, relocate, modify or adapt the Improvements to the realignment and/or relocation and/or reconstruction of the Highway and also licenses Licensee such additional area of its right-of-way, if any, as may be necessary for the proper operation of the Improvements.

SECTION 9. PERMIT. If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under ACHD policies, Licensee shall first obtain such permit from ACHD (Construction Services Division) before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 10. NO TITLE IN LICENSEE. Except as expressly provided herein, the terms and conditions of this Agreement shall not create any type of property right, title or interest in Licensee in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 11. NO COSTS TO ACHD. Any and all costs and expenses associated with Licensee’s Authorized Use of the Right-of-Way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of Licensee.

SECTION 12. TAXES AND ASSESSMENTS. Licensee agrees to pay all special assessments and personal property taxes that may be lawfully levied and assessed on the Improvements during the term of this Agreement.

SECTION 13. RESTORATION ON TERMINATION. Upon termination of this Agreement, Licensee will promptly remove all Improvements and restore the Right-of-Way to at least its present condition, less ordinary wear and tear. Should Licensee fail or neglect to promptly
remove the Improvements and restore the Right-of-Way, ACHD may do so, and assess Licensee for the costs thereof. Provided, ACHD and Licensee may agree in writing that some or all of such Improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement Licensee thereby disclaims all right, title and interest in and to the same, and hereby grants such Improvements to ACHD, at no cost. Further provided, if the Authorized Use of the Right-of-Way under this Agreement is for landscaping in ACHD right-of-way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such right-of-way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping Licensee need not remove the same from the Right-of-Way.

SECTION 14. INDEMNIFICATION. To the extent permitted by law, Licensee covenants and agrees to indemnify and hold ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensee, Licensee’s employees, contractors and agents, to properly and reasonably make Authorized Use of the Right-of-Way or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and occupation of the Right-of-Way by Licensee, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by Licensee hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement Licensee’s obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 15. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED. In connection with Licensee’s use of the Right-of-Way, throughout the term of this Agreement Licensee covenants and agrees to: (i) comply and observe in all respects any and all, federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Right-of-way of any Hazardous Materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future); (ii) obtain any and all permits and approvals required by ACHD or any other unit of government; and (iii) commit no waste or allow any nuisance on the Right-of-Way. To the extent permitted by law, Licensee covenants and agrees to indemnify and hold ACHD harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorneys’ fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. These covenants shall survive the termination of this Agreement.

SECTION 16. ASSIGNMENT. Licensee, upon the prior written consent of ACHD, may sell, assign or otherwise transfer this Agreement. Upon execution of the Assignment, the assignee assumes all obligations, warranties, covenants and agreements of Licensee herein contained.

SECTION 17. ATTORNEYS’ FEES. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys’ fees.

SECTION 18. NOTICE. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the
address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mails, (c) the day of delivery to the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

If to ACHD: Ada County Highway District
3775 E. Adams St.
Garden City, Idaho 83714

If to Licensee: City of Boise
150 N. Capitol Blvd.
Boise, ID 83702

SECTION 19. SUCCESSORS AND ASSIGNS. This Agreement, the license herein extended, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and, if consented to by ACHD under section 16, Licensee’s assigns.

SECTION 20. EXHIBITS. All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 21. RECORDATION. This Agreement shall be recorded by ACHD upon execution in the Official Real Property Records of Ada County, Idaho.

SECTION 22. Warranty of Authority to Execute.

22.1 The person executing this Agreement on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.

22.2 If Licensee is not a natural person, the person executing the Agreement on behalf of Licensee represents and warrants due authorization to do so on behalf of Licensee, and that upon execution of this Agreement on behalf of Licensee, the same is binding upon, and shall inure to the benefit, of Licensee.
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

LICENSEE: City of Boise

Lauren McLean
Mayor

2/23/21

ATTEST:

Lynda Lowry
Ex-Officio City Clerk

2/23/21

STATE OF IDAHO )
County of Ada ) ss.

This record was acknowledged before me on February 23rd, 2021 by Lauren McLean and Lynda Lowry, Mayor and Ex-Officio City Clerk, of the City of Boise.

DEBBIE WESTERVELT
Commission #54951
Notary Public
State of Idaho

My commission expires: 8/24/21
ADA COUNTY HIGHWAY DISTRICT

By: Kent Goldthorpe
Its: President

ATTEST:

By: Bruce S. Wong
Its: Director

STATE OF IDAHO )
    ) ss.
County of Ada )

This record was acknowledged before me on _______________________, 2021 by Kent Goldthorpe, as President of the Ada County Highway District Commissioners and Bruce S. Wong, as Director of the Ada County Highway District.

____________________________________
Signature of notary public

My commission expires: ________

EXHIBITS

Exhibit A – Legal Description of Licensee’s Property
Exhibit B – Depiction of ACHD Right-of-Way
Exhibit C – Authorized Use of Right-of-Way

INTERAGENCY TEMPORARY LICENSE AGREEMENT - Page 8
(3/29/06)
QUITCLAIM DEED

For value received, this deed is between City of Boise City, an Idaho municipal corporation, as "GRANTOR," and City of Boise City, an Idaho municipal corporation, as "GRANTEE," whose current address is 150 N. Capital Boulevard, Boise ID 83701. GRANTOR does hereby release and forever quitclaim unto GRANTEE any and all right, title, and interest that the GRANTOR now has or ever had in and to the following described real property located in Ada County, State of Idaho, more particularly described as follows, to wit:

Legal Description attached hereto as Exhibit A and incorporated herein by reference; together with all appurtenances thereto.

Dated this 22nd day of December, 2020.

City of Boise City, a municipal corporation

Lauren McLean, Mayor

Attest:

Lynda Lowry 12/22/20
Ex Officio City Clerk  Date

STATE OF IDAHO  
County of Ada  

On this 22nd day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Lauren McLean, known to me to be the Mayor of the City of Boise, the municipal corporation that executed and attested the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DEBBIE WESTERVelt NOTARY PUBLIC FOR IDAHO
COMMISSION #54951  Residing at Boise, Idaho
NOTARY PUBLIC STATE OF IDAHO
My Commission Expires 8/24/21

QUITCLAIM DEED - 1
PARCEL “D”
BOISE GATEWAY INDUSTRIAL PARK
CITY OF BOISE

A parcel of land being a portion of Parcels “A” and “C” as shown on Record of Survey No. 12035,
recorded as Instrument No. 2019-097685, Ada County records, situate in a portion of the NE 1/4 of
Section 13, T. 2 N., R. 2 E., a portion of Gov’t Lot 1 of Section 18, T. 2 N., R. 3 E. AND a portion of Gov’t
Lot 4 of Section 7, T. 2 N., R. 3 E., Boise Meridian, City of Boise, Ada County, Idaho, being more
particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 13, from which the Northeast corner of
said Section 13 bears North 88° 51’ 33” East, 2623.37 feet, thence on the north-south mid-section line of
said Section 13, South 01° 08’ 08” West, 27.08’ feet, to a point on the southerly right-of-way line of East
Freight Street; thence on said southerly right-of-way line, North 89° 26’ 51” East, 1428.06 feet to the
POINT OF BEGINNING:

Thence continuing on said southerly right-of-way line, North 89° 26’ 51” East, 1195.23 feet, to a
point on the east line of said Section 13;
Thence North 88° 53’ 41” East, 25.02 feet, to the northeasterly corner of aforementioned Parcel
“A”;
Thence on the east boundary line of said Parcel “A”, South 00° 14’ 00” West, 47.73 feet, to a
point on the north line of aforementioned Section 18;
Thence South 01° 19’ 44” West, 741.06 feet, to a point on the northerly line of aforementioned
Parcel “C”;
Thence South 01° 19’ 44” West, 331.59 feet, to a point on the proposed future public right-of
way line, as shown on Record of Survey No. 9819, recorded as Instrument No. 114037985, Ada
County records;
Thence on said proposed future public right of way line, South 88° 58’ 53” West, 25.02 feet,
(formerly S 88° 59’ 16” W), to a point on the east line of aforementioned Section 13;
Thence continuing on said proposed future public right of way line, South 01° 19’ 44” West,
44.04 feet, (formerly S 01° 17’ 47” W);
Thence South 88° 58’ 53” West, 482.17 feet, (formerly S 88° 59’ 16” W, 480.98’) to a point of
curvature;
Thence 189.78 feet on the arc of a curve to the left, having a radius of 2071.00 feet, a central
angle of 05° 15’ 01”, and whose long chord bears South 86° 21’ 23” West, 189.71 feet, (formerly
S 86° 21’ 46” W);
Thence South 83° 43' 53" West, 488.75 feet, (formerly S 83° 44' 16" W);
Thence leaving said proposed future public right of way line, North 00° 33' 09" West, 1226.61 feet to the POINT OF BEGINNING.

The above described parcel contains 32.57 acres, more or less.
March 17, 2021

TO: Ada County Highway District Commissioners

FROM: Greg Fullerton, Traffic Operations Superintendent

SUBJECT: 2021 Traffic Signal Cabinet Bid

Staff Report for March 24, 2021 Commission Meeting

Ada

Executive Summary

The ACHD Traffic Department and Contract Administration issued an informal Request For Proposal (RFP) for the 2021 Traffic Signal Cabinets on February 9, 2021. The Proposals were received and opened on February 24, 2021. Through the RFP evaluation process, Econolite Control Products Inc. was determined to have the highest overall score for the 2021 Traffic Signal cabinet bid.

Facts & Findings

The bid results summary is presented in the table below.

<table>
<thead>
<tr>
<th>BIDDER NAME</th>
<th>BID AMOUNT</th>
<th>COST ESTIMATE</th>
<th>% DIFFERENCE FROM SELECTED BID TO COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Econolite Control Products, Inc.</td>
<td>$164,944.00</td>
<td>$180,000.00</td>
<td></td>
</tr>
<tr>
<td>Oriux, dba Peek Traffic Corp.</td>
<td>$165,600.00</td>
<td>$180,000.00</td>
<td>-8.36%</td>
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<tr>
<td>Altitude Signal, LLC</td>
<td>$171,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Western Systems, Inc.</td>
<td>$180,908.64</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Policy Implications

This procurement followed Idaho Code 67-2806-A for the purchase of materials through the request for proposal process as an alternative to the competitive bidding process when price is not the sole determining factor for selection. The bid is recommended to be awarded to the qualified bidder with the highest overall score while complying with the RFP bidding procedures and meeting the specifications for the goods to be procured.

The agreement being used for this purchase is the standard agreement produced by ACHD Contract Administration as approved previously by the ACHD Legal Department. Pursuant to ACHD Policy, the purchase agreement needs to be signed by the Commission as it is a Request for Proposal procurement process.

Fiscal Implications

The items in this bid include an estimated quantity of traffic signal cabinets necessary to replace inventory used for FY 2020 projects, projects scheduled for FY 2021, and materials needed for maintenance projects. Therefore, a Purchase Agreement will be prepared in the amount of **$164,944.00**.

There is $1,737,000 budgeted in FY 2021 for the purchase of traffic materials (Budget Account No. 524) and to date, approximately $232,000.00 has been paid out of this account.

Recommendation

Staff recommends the ACHD Commission accept the proposals and award the contract to Econolite Control Products Inc. for the purchase of traffic signal cabinets for $164,944.00.

Attachment(s):

2021 Traffic Signal Cabinets Bid Abstract
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>NEMA Type 5s Traffic Signal Cabinet</td>
<td>8</td>
<td>Each</td>
<td>$10,109.00</td>
<td>$80,872.00</td>
<td>$10,200.00</td>
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<td>$9,985.00</td>
<td>$79,880.00</td>
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<td>$82,576.48</td>
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<td>A.2</td>
<td>NEMA Type 6s Traffic Signal Cabinet</td>
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<td>$10,509.00</td>
<td>$84,072.00</td>
<td>$10,500.00</td>
<td>$84,000.00</td>
<td>$11,390.00</td>
<td>$91,120.00</td>
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<td><strong>TOTAL BID AMOUNT:</strong></td>
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<td><strong>$164,944.00</strong></td>
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