

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Gila River Indian Community (GRIC)

Lead Agency Authorized to Act on Behalf of the Beneficiary GRIC Department of Environmental Quality
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Round 3 Replacement of GRIC Fleet Vehicles
Beneficiary's Project ID:	GRIC VW Settlement
Funding Request No.	<i>(sequential)</i> 19-03
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input checked="" type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action	<input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Items 1 and 9</u>
Action Type	<input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):	
The Gila River Indian Community (GRIC or Community), a federally-recognized tribe in EPA Region 9, is proposing to replace three (3) of its existing Class 8 diesel vehicles with engine model years 2003-2007 and install light duty zero emission vehicle supply equipment. A more detailed answer to this question is attached.	
Estimate of Anticipated NOx Reductions (5.2.3):	
0.125 ton annually and 0.843 ton lifetime of NOx reduction (details attached)	
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):	
Gila River Indian Community Finance Department	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).	
The answer to this question is attached.	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).	
No cost share requirements are proposed.	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).	
The Gila River Indian Community was not contacted by any Federal agencies within 30 days of being deemed a beneficiary on 1/29/19.	

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

Reducing diesel emissions from trucks used on the Community will help to protect families, children in schools, vulnerable individuals visiting medical facilities, and Community members in general. The reduced emissions are expected to have positive impacts on health effects for school children, elders, and the public, furthering environmental justice by prioritizing emission reductions in areas receiving disproportionate impacts from diesel fleets.

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- | | | |
|-------------------------------------|---------------------|---|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction. |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11). |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.] |
| <input type="checkbox"/> | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.] |
| <input type="checkbox"/> | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.] |

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

- 1. This application is submitted on behalf of Beneficiary Gila River Indian Community, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.**
- 2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.**
- 3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.**
- 4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)**
- 5. Beneficiary will maintain and make publicly available all documentation submitted in**

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 8/28/20

SIGNATURE:  _____

Willard Antone, DEQ Director

[NAME]

[TITLE]

Department of Environmental Quality

[LEAD AGENCY]

for

Gila River Indian Community

[BENEFICIARY]

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

The Gila River Indian Community (GRIC or Community), a federally-recognized tribe in EPA Region 9, is a rural community located on approximately 374,000 acres in south-central Arizona that is divided into seven Districts. The Community has a membership (on and off the reservation) of approximately 21,500 people with an on-reservation population of approximately 12,400 people. The Community is located south of and adjacent to the Phoenix Metropolitan Area (PMA), within Maricopa and Pinal Counties, which are identified priority areas for this grant funding due to multiple nonattainment area designations (particulate matter less than or equal to 10 microns [PM₁₀], PM_{2.5} and ozone). Phoenix is also a maintenance area for carbon monoxide.

The continued growth of the PMA brings with it air quality issues associated with increased vehicle traffic and economic development (stationary sources). Community members have voiced concern about potential pollution transport from the urban area on to GRIC lands. Poor air quality conditions are often visible over the city and serve as a constant reminder that the Community may be at risk of being impacted by pollution from sources beyond control of GRIC.

The Community is located south of and adjacent to the PMA, which is designated as Serious nonattainment for the PM₁₀ NAAQS and Marginal nonattainment for the ozone NAAQS. Though prevailing winds and geographical conditions prevent the majority of PMA air pollutants from traveling to GRIC, there is a measurable amount of pollution that does impact the Community from the PMA. Pollution from the PMA has been an ongoing concern for the Community. The brown cloud is very evident in Districts 6 and 7 within the Community in the four mile pass between the South Mountain and Estrella Mountain ranges. The normal wind patterns at GRIC are from the southwest toward the northeast, which effectively blow the pollution from the PMA away from GRIC. However, on occasion, the winds switch and the Community is directly affected. Under these unusual meteorological conditions, the Community's two ozone monitors can record elevated ozone concentrations caused in part by the transport of ozone precursors (e.g., nitrogen oxides and volatile organic compounds from vehicle emissions and industrial sources) from the PMA.

Additionally, Interstate 10 bisects GRIC and is the largest source of pollution within the Community. Interstate 10 is scheduled for expansion and a second freeway (Loop 202 South Mountain Freeway) is proposed for the area immediately north of the Community boundary. Emissions from the proposed Loop 202 South Mountain Freeway are also expected to increase air pollution at GRIC. Therefore it is critical to prioritize diesel emissions reductions at this time to reduce air quality impacts through replacement of older Tier 1, 2 and 3 nonroad equipment and 2009 model year and older onroad engines.

The Community is applying for 100% of the cost to replace its government-owned vehicles shown in Table 1a below. All vehicles listed below are eligible under Items 1 and 9 in Appendix D2. Planning quotes for the vehicles listed in Table 1a are attached. Once this application is approved by the Trustee, a formal request for bids will be prepared and published. The formal request will specify 2020 model year or newer vehicles and vehicle options similar to the options on the existing vehicles.

The Community is also applying for 100% of the cost to install up to two Level 2/Tesla charging stations for light duty zero emission vehicles at Community-owned property. The installation will also include associated solar infrastructure to supply power to the charging stations to supplement the limited capacity of the grid-supplied power. These charging stations will be accessible to the public during normal business hours.

Table 1a. Existing GRIC Government Fleet Vehicles Proposed for Replacement

Vehicle ID	Current Engine Model Year	Class	Vehicle Description	Current Make / Model	VIN	Proposed Replacement (see attached quotes – Attachment D)	
						Vehicle Model	Cost
7	2003	8	Tractor truck	Freightliner FL112	1FUJBGAS23DK88603	Peterbilt 567	\$161,376
8	2007	8	4,600-gallon water truck	Peterbilt 340	2NPRLD0X77M732814	Peterbilt 348	\$141,851
9	2009	8	4,600-gallon water truck	Peterbilt 340	2NPRLN0X69M787053	Peterbilt 348	\$141,851
Subtotal Equipment							\$445,078
Light Duty Zero Emission Vehicle Supply Equipment ¹							\$20,000
Installation Cost for Light Duty Zero Emission Vehicle Supply Equipment ¹							\$22,000
Administrative Cost ²							\$1,890
TOTAL Funding Requested							\$488,968
Table Notes:							
1. The cost of materials and labor combined for the installation of light duty zero emission vehicle supply equipment is approximately 8.6% of the total Round 3 allocation and does not exceed the 15% limit established in Item #9 of Appendix D-2.							
2. The administrative cost is less than 1% of the total Round 3 allocation and does not exceed the 10% limit established in Appendix D-2							

Table 1b. Administrative Costs

Description	Cost
Computer equipment, materials & supplies (2 years)	\$1,890
Total Administrative Cost	\$1,890

Estimate of Anticipated NOx Reductions (5.2.3)

The existing and proposed fleet information, including the anticipated reduction in fuel use, were entered into the EPA’s online Diesel Emissions Quantifier (here referred to as the Diesel Emissions Calculator – DEC – due to conflicting acronyms with the Department of Environmental Quality - DEQ). The DEC emission results were entered into the “Outcome” column in Table 2 below.

Table 2. Anticipated Outputs and Outcomes

Activities	Outputs	Outcomes			
Replace three (3) pre-2010 engine model year diesel trucks	Purchase three (3) new 2020 model year or newer diesel trucks	Estimated lifetime emissions reductions:			
		Pollutant	Tons	Pounds	% Reduced
		NOx	0.932	1,864	87.8
		PM2.5	0.058	116	95.1
		HC	0.065	130	82.2
		CO	0.243	486	82.3
		CO2	24.2	48,400	8.9

The estimated emissions reductions based on the DEC are significant, especially for ozone precursors (nitrogen oxides [NO_x] and hydrocarbons [HC]) and carbon monoxide (CO). Nitrogen oxides also contribute to production of particulate matter less than or equal to 2.5 microns [PM_{2.5}], and result in visibility impacts. The estimated lifetime reduction in diesel fuel burned is 2,150 gallons. A screenshot of the DEC results, including lifetime effectiveness in dollars per ton, is shown in Figure 1 below.

Emission Results [?]

Here are the combined results for all groups and upgrades entered for your project.¹

<i>Annual Results (short tons)²</i>	NO_x	PM2.5	HC	CO	CO₂	Fuel³
Baseline for Upgraded Vehicles/Engines	0.144	0.009	0.011	0.043	34.5	3,070
Amount Reduced After Upgrades	0.126	0.009	0.010	0.036	3.0	270
Percent Reduced After Upgrades	88.1%	95.9%	84.4%	84.5%	8.8%	8.8%

<i>Lifetime Results (short tons)²</i>	NO_x	PM2.5	HC	CO	CO₂	Fuel³
Baseline for Upgraded Vehicles/Engines	1.061	0.061	0.079	0.296	271.7	24,150
Amount Reduced After Upgrades	0.932	0.058	0.065	0.243	24.2	2,150
Percent Reduced After Upgrades	87.8%	95.1%	82.2%	82.3%	8.9%	8.9%

<i>Lifetime Cost Effectiveness (\$/short ton reduced)</i>						
Capital Cost Effectiveness ⁴ (unit & labor costs only)	\$477,672	\$7,683,469	\$6,875,115	\$1,829,624	\$18,401	
Total Cost Effectiveness ⁴ (includes all project costs)	\$477,672	\$7,683,469	\$6,875,115	\$1,829,624	\$18,401	

¹ Emissions from the electrical grid are not included in the results.

² 1 short ton = 2000 lbs.

³ In gallons; fuels other than ULSD have been converted to ULSD-equivalent gallons.

⁴ Cost effectiveness estimates include only the costs which you have entered.

Remaining Life

Tractor Truck: Municipal Short Haul - Combination Class 8 (Drayage) Vehicle Replacement - ULSD (diesel)	5 years
2007 Water Truck - 4600gal: Municipal Short Haul - Single Unit Class 8 (Drayage) Vehicle Replacement - ULSD (diesel)	8 years
2009 Water Truck - 4,600gal: Municipal Short Haul - Single Unit Class 8 (Drayage) Vehicle Replacement - ULSD (diesel)	10 years

Figure 1. Screenshot of Emission Results from EPA's Online Diesel Emissions Calculator (DEC).

Based on the DEC outputs, the emissions reductions calculated are the same for replacement or repowering engines for these vehicles due to the use of the same model year engine. It is likely more cost-effective to replace these diesel trucks than to repower them when all relevant lifetime costs are considered. Typically, there are benefits in fuel efficiency, reliability, warranty, and maintenance costs with vehicle replacement over repower.

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

The Gila River Indian Community (the “Community”) Department of Environmental Quality (“DEQ”) has established a webpage dedicated to the funding received from the VW Settlement Trust, which includes a link for members of the public to request additional information and documents related to the funding request and expenditure of funds. The Community will endeavor to respond to such requests within fifteen (15) business days and, when documents are requested, will advise the individual within that timeframe of the procedure for reviewing such documents consistent with the Community’s laws and policies including, but not limited to, the Community Council Secretary’s Office Public Records Request Policy, GR-127-11, and other applicable laws incorporated therein by reference) for matters governing the publication of confidential business information and personally identifiable information, and exemptions thereto.

[SAMPLE ATTACHMENT B - USE OF THIS FORMAT IS NOT MANDATORY]

PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	6/29/20
Project Sponsor Submits Proposal to Lead Agency	7/6/20
Lead Agency Provides Written Approval of Project Sponsor's Proposal	8/20/20
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	8/28/20
Trustee Acknowledges Receipt of Project Certification and Funding Direction	10/27/20
Trustee Allocates Share of Funds for Approved Project	11/12/20
Lead Agency Directs Funding (Advance Funded Projects)	12/14/20
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	12/21/20
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Start	4/1/21
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Complete	6/1/21
Project Installation(s) – Start	7/1/21
Project Installation(s) – Complete	9/30/20
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	-
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	10/20/21
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	-
Project Sponsor Certifies Project Completion	11/15/21
Lead Agency Reports Project Completion	12/31/21

PROJECT BUDGET

Period of Performance: <u>6/29/20 - 12/31/21</u>				
Budget Category	Total Approved Budget	Share of Total Budget to be Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$ 487,078	\$ 487,078	\$	\$
2. Contractor Support <i>(Provide List of Approved Contractors as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
3. Subrecipient Support <i>(Provide List of Approved Subrecipients or Grant Awardees as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
4. Administrative ¹	\$ 1,890	\$ 1,890	\$	\$
Project Totals	\$ 488,968	\$ 488,968	\$	\$
Percentage	100 %	100 %	%	%

¹ Subject to Appendix D-2 15% administrative cap.

PROJECTED TRUST ALLOCATIONS:

	2017	2018	2019	2020	2021
1. Anticipated Annual Project Funding Request to be paid through the Trust	\$	\$	\$	\$ 488,968 +	\$
2. Anticipated Annual Cost Share	\$	\$	\$	\$ 0 +	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$	\$	\$	\$ 488,968 +	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$	\$	\$	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$	\$	\$	\$	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$	\$	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$	\$	\$	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$	\$	\$	\$	\$

ATTACHMENT C – REPORTING PLAN

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11)

DEQ will track the purchase of the new trucks and certified scrappage of the existing trucks for performance measurements. The timeline of milestones as described in Attachment B will be used to track and report progress towards achieving the expected outputs and outcomes. The resulting diesel emissions reductions will be estimated and evaluated for the final report. The resulting emission reductions are not mandated under federal or tribal law or included under a tribal implementation plan.

DEQ will submit semi-annual progress reports in accordance with the following schedule:

- Within 6 months after receiving the first disbursement of Trust Assets (est. May 2021)
- Annually by January 30th
- Annually by July 30th

The semi-annual reports will contain the following information:

- A complete description of the status (including actual or projected termination date);
- Development, implementation, and any modification of each approved Eligible Mitigation Action;
- Signature of official with the authority to submit the report; and
- Attestation that the information is true and correct and that the submission is made under penalty of perjury.

Semi-annual reports will be posted on DEQ's website.

ATTACHMENT D – DETAILED COST ESTIMATES
FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)



Phoenix AZ
 9600 W. Roosevelt St.
 Tolleson, AZ 85353
 602-422-8100

Customer Proposal Letter

Gila River Indian Community
 PO Box 97
 Sacaton, AZ 85257
 (520) 562-3343

Thomas Guenther, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 567 Year 2021 Stock Number To Be Determined
 Additional Vehicle and Accessories Description To be delivered on or about _____

2021 Peterbilt 567 per attached specs
 United Upfit for PTO and Pump.
 Paid for upon delivery.

Quantity	1	Total
Truck Price per Unit	\$161,106.31	\$161,106.31
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$161,106.31	\$161,106.31
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$250.00	\$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program	\$20.00	\$20.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$161,376.31	\$161,376.31
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative Byron Haught
 Purchaser _____ signature _____ printed name _____
 _____ signature _____ printed name _____
 _____ title _____ date _____
 Accepted by Sales Manager or General Manager _____ signature _____ printed name _____

Quote good until 10/30/2020 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



Rush Truck Center, Phoenix
 9600 W. Roosevelt St.
 Tolleson, AZ 85353
 602-422-8100

Retail Sales Order

www.rushtruckcenters.com

SALES ORDER		Date	
Please enter my order for the following: <input type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		Customer's Name	
Make Peterbilt	Series	Street	City State Zip
Year	Body Type	Federal Tax ID #	Business Phone Fax
Color	Trim	Purchaser's Name	
Serial #		Street	City State Zip
Stock #		Federal Tax ID #	Business Phone Fax
To be delivered on or about		By Salesman	
		Truck Will be Titled In _____ County.	
		LIENHOLDER INFORMATION	
		Date of Lien	
		Lien Holder	
Sales Price			
Factory Paid F.E.T.			
F.E.T. Tire Credit			
Total Factory Paid F.E.T.		Draft Through	
Optional Extended Warranties			
Sub-Total			
Dealer Paid F.E.T. *			
Local Taxes		Total Used Vehicle Allowance *	0.00
License, Transfer, Title, Registration Fee		Less Total Balance Owed	0.00
Tire Recycling Fee		Total Net Allowance on Used Vehicle(s)	0.00
Documentary Fee		Deposit or Credit Balance	0.00
Total Cash Delivered Price		Cash with Order	0.00
Total Down Payment		←-----	0.00
Unpaid Cash Balance Due on Delivery		*See Trade-In details on page 4	
<p>A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.</p>		<p>Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.</p>	
<p>*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER</p>		<p>Customer's Signature _____ Date _____</p>	
<p>NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER</p> <p>THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.</p> <p>IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.</p> <p>THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.</p>		<p>OFFER RECEIVED BY: _____ Date _____ SALES REPRESENTATIVE</p> <p>OFFER ACCEPTED BY: _____ Date _____ AUTHORIZED REPRESENTATIVE</p>	



Rush Truck Center, Phoenix

9600 W. Roosevelt St.

Tolleson, AZ 85353

602-422-8100

www.rushtruckcenters.com

Retail Sales Order

TERMS AND CONDITIONS

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS - MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS - NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer takes possession of the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 626-5249
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Who we are

Who is providing this notice? Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Includes lenders, finance companies and financial service providers

Other important information	<ul style="list-style-type: none"> • This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc. • This Privacy Policy does not apply to information obtained in a non-financial transaction.
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Rush Trk Ctrs Of Arizona (A265)
 9600 West Roosevelt St
 Tolleson, Arizona 85353

Stock

Byron Haught
 Cell Phone:
 Office Phone: (602)422-8124
 Email: haughtb@rushenterprises.com

Stock Order

Vehicle Summary

	Unit	Model 567	Chassis	
Model:		Model 567	Fr Axle Load (lbs):	20000
Type:		Tractor	Rr Axle Load (lbs):	46000
Description 1:		Gila River	G.C.W. (lbs):	80000
Description 2:		567 Tractor		
Intended Serv.:	Application	Tanker, Liquid Bulk	Road Conditions:	
Commodity:		Construction Materials	Class A (Highway)	100
			Class B (Hwy/Mtn)	0
			Class C (Off-Hwy)	0
			Class D (Off-Road)	0
Type:	Body		Maximum Grade:	6
Length (ft):		0	Wheelbase (in):	205
Height (ft):		0	Overhang (in):	55
Max Laden Weight (lbs):		0	Fr Axle to BOC (in):	74.1
			Cab to Axle (in):	130.9
			Cab to EOF (in):	185.9
			Overall Comb. Length (in):	696.23
No. of Trailer Axles:	Trailer	3		
Type:		Tank		
Length (ft):		40		
Height (ft):		8		
Kingpin Inset (in):		36		
Corner Radius (in):		2		
			Special Req.	
	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.

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Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	178,721	14,860
0091070	O	Construction Materials	0	0
0093020	O	Tanker, Liquid Bulk General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0	0
0096080	O	Tank An enclosed cylinder-shaped tank used for hauling bulk quantities of liquid.	0	0
0098170	O	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ip0 MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	442	264
0611250	O	Heavy-Duty Iron Front Spring Brackets Forward and Rear	298	35
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0644000	S	EOF Tractor Tapered with Crossmember Includes Kingpin Cutout	0	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	0	0
0835860	O	Holland FW35 Fifth Wheel Top Plate One of the top selling topplates on the market. The FW35 is designed for years of guaranteed performance and is the world's most versatile and proven fifth wheel.	2,022	240
0870000		Rear Or Fixd Setting Centerline Bogie	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
0890550	O	7.6in - 8in Fifth Wheel Height	0	95
0890644	O	Holland Severe Duty Slide	0	0
0891260	O	36" Air Slide	188	246
0898030	O	Fifth Wheel Slide Controls Provided with Speed Interlock to prevent accidental activation above 7 MPH. Configurable from 5 to 10 MPH. Required with sliding Fifth Wheels.	30	2
0960000	O	Frame Mounted Deckplate And Access Pkg, LH Side	515	41

Front Axle & Equipment

1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	2,143	111
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	548	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	1,185	80
1250250	O	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.	210	2
1354840	O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-852	-113
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0	0
1380430	O	Bendix Air Cam Front HP Drum Brakes 16.5X7 Complies with reduced stopping distance regulations. For use with 18,001 - 22,000 lb steer axles in combination with 38,001 or greater drive axles, and up to 23,000 lift axles. Includes high performance drum brakes, automatic slack adjusters, outboard mounted brake drums.	975	-20
1390620		60mm Front Spring Spacer Blocks	0	0
1391410	O	Gusseted Cam Brackets, Steer Axle	27	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	30	0

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Sales Code	Std/Opt	Description	\$ List	Weight
Rear Axle & Equipment				
1523440	O	Dana Spicer D46-172 46,000 LBS Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	1,881	521
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0	0
1680390	S	Bendix ESP Electronic Stability Program With ATC Tractor service only. The Bendix ESP system is designed to continuously monitor a variety of vehicle parameters and sensors to determine if the vehicle is reaching a critical stability threshold. If such a situation develops, the system will quickly and automatically intervene to assist the driver by selectively applying tractor and trailer brakes, and de-throttling the engine.	0	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles 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.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1703910	O	Ratio 3.91 Rear Axle	0	0
1821860	O	Peterbilt Air Trac 46,000 lbs, 52in Axle Spacing Light Weight	1,480	291
1911010	O	Steel Suspension Insert Up To 77" Overhang	630	239
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	59	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	47	2
Engine & Equipment				
2059619	O	X15 500V@1900 GOV@2000 1850@950 Productivity Series. Optimized for multipurpose, vocational, and heavy-haul applications. (2017 emissions)	9,345	340
		N21350 C121 65....Maximum Accelerator Vehicle		
		N21370 C128 65....Maximum Cruise Control Speed		
		N21460 C132 1400..PTO Maximum Engine Speed		
		N21520 C133 5.....Idle Shutdown Timer		
		N21610 C188 40....Idle Shutdown Cold Ambient A		
		N21630 C190 80....Idle Shutdown Hot Ambient A		

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N21510 C225 YES...Idle Shutdown with Parking B		
		N21450 C231 NO....Gear Down Protection		
		N21570 C233 NO....Idle Shutdown Manual Overrid		
		N21440 C234 YES...Engine Protection Shutdown		
		N21480 C238 NO....Cruise Control and Engine Br		
		N21470 C239 NO....Cruise Control Auto-Resume		
		N21590 C382 YES...Idle Shutdown Hot Ambient Au		
		N21530 C396 YES...Idle Shutdown Warning Period		
		N21540 C397 60....Idle Shutdown Warning Period		
		N21320 C399 120...Green House Gas Vehicle Spee		
		N21620 C189 60....Idle Shutdown Intermediate A		
		N21550 C206 100...Idle Shutdown Percent Engine		
		N21340 C209 120...Maximum Vehicle Speed		
		N21430 C333 0.....Driver Initiated OverrideMax		
		N21410 C334 0.....Driver Initiated Override Ma		
		N21500 C395 0.....Green House Gas Automatic En		
		N21400 C400 252...Driver Initiated Override Re		
		N21420 C401 10....Green House Gas Vehicle Spee		
		N21330 C402 0.....Green House Gas Vehicle Spee		
2091140	O	CECU/VECU Electronics Architecture Features include: Faster processing and larger hard drive capacity to provide new features customers are requesting, improved data security, accessibility, and reliability of SmartLINQ, SmartNav, Telematics Pre-Wire, PTO/body controller, and RP1226 connector diagnostics and Driver Performance Assistance (DPA) Off-Boarding to allow improved fleet analytics.	0	0
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091638		Effective VSL Setting 65.0 MPH or Greater (USA)	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092033	O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0	0
2092079	O	Decline Driver Performance Assistant	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140410	S	Engine Brake Controls Located on RH Column	0	0
2140450	O	Remote PTO/Throttle, 12-Pin, Eng Bay	31	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Remote Control Provision		
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	S	Immersion Type Block Heater 110-120V 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.	0	0
2522090	O	PACCAR Premium Starter - X15 Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	373	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539720	S	Low Voltage Disconnect System	0	0
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops 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.	296	0
2723220	O	Naturally Aspirated 18.7 CFM Air Compressor X15 Only	0	17
2812170	O	Intebrake (Furnished on Engine) Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	0	0
2921120	S	PACCAR Fuel/Water Separator Extended Service Interval	0	0
2921220	O	Fuel Heat for Fuel Filter	54	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	6	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3291680	S	(1) Air Cleaner Firewall Mounted	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.		
3365270	S	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	0	0
3381770	O	Curved Tip Standpipe(s)	52	1
3387870	S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0	0
Transmission & Equipment				
4052420	O	Allison 4500 RDS-P Transmission, Gen 5 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).	27,175	355
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	582	90
4216590	O	1710 Driveline Interaxle For tandem rear axles	226	0
4233910	O	(1) Dash Mounted Single Acting EOH PTO Control Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	99	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	19	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252950	O	Omit Allison Neutral At Stop	0	0
4256740	O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	780	0
Air & Trailer Equipment				
4510320	S	Bendix AD-IS Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.	0	0
4520420	O	Pull Cords All Air Tanks	8	1
4540420	S	Nylon Chassis Hose	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
4543320	S	Steel Painted Air Tanks 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.	0	0
4610920	S	Self Returning Brake Hand Valve Dash mounted controls	0	0
4611140	O	12' AE Lines Coiled, (2) 7-Way Plugs 3-4' straight section	291	8
4611590	O	Gladhands, Plug, & ISO Holder Mounted BOC/BOS	37	4
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	191	6
4614810	S	AE Connections BOC/BOS, Hose Tenna	0	0
Tires & Wheels				
5064010	O	FF: BR 20ply 315/80R22.5 M870 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.	526	94
5169440	O	RR: BR 16ply 11R22.5 M853 Diameter= 41.8 inches; SLR= 19.4 inches	752	192
5190008	S	Code-rear Tire Qty 08	0	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 Clean Buff Finish 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.	496	-36
5320710	O	RR: Alcoa 882677 22.5X8.25 Clean Buff Finish Aluminum. Clean buff finish on both sides as applicable. Finish options for heavy-duty trucks, 2.5 lbs. weight savings, new hub bore with less metal to metal contact to hinder corrosion with a maintained half dual space and load rating.	1,392	-200
5390008	S	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5556190	O	26" Aluminum 100 Gallon Fuel Tank LH BOC Paddle handle filter cap with threadless filter 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 & reduce potential for leaks.	265	9

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Sales Code	Std/Opt	Description	\$ List	Weight
5604100	O	Location LH BOC 100 Gallon	0	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0	0
5652990	S	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655019	S	DEF Tank Small 11.1 Gallon Capacity	0	0
5760010	O	RH Tank None Furnished	-543	-86
Battery Box & Bumper				
6010030	S	Aluminum Battery Box LH Under Cab, Non-Slip Step Includes diamond pattern block shaped cover in traditional/vocational models and a smooth finish tapered cover on aerodynamic models	0	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry 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.	0	0
6111010	S	Aluminum Bumper Swept Back Polished Without FEPTO SBFA, two tow pins and step plates on top of bumper	0	0
Cab & Equipment				
6515700	O	Vocational 121" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt asslst.	2,654	30
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	21	2
6700000	S	No Sleeper Selected	0	0
6800510	O	Fender Lips 2.25" Wide	437	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard vinyl finish - color coordinate with interior color.	0	0
6921740	S	Peterbilt ST Non-Adjustable Passenger Seat Standard vinyl, no suspension cover, no seat back recline.	0	0
6930500	O	Drivers Armrest - RH Only	120	2
6931120	O	Seat Belt Color Orange IPO Standard Black	10	0
6939110	O	Toolbox Under Passenger Seat Non-Suspension Seat	227	11
6939400	S	Air Ride Driver	0	0

Price Level: July 1, 2020

Deal: Gila River

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Sales Code	Std/Opt	Description	\$ List	Weight
6939420	S	High Back Driver	0	0
6939480	O	Mordura Driver	92	0
6939510	S	Non-Air Ride Passenger	0	0
6939520	S	High Back Passenger	0	0
6939580	O	Mordura Passenger	66	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7037130	S	Prestige Interior - Sterling Gray	0	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	170	6
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	22	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	855	8
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	361	3
7514020	S	Aero Rear View Mirror Housing - Body Color	0	0
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	373	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	59	4

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Sales Code	Std/Opt	Description	\$ List	Weight
7728040	O	Bluetooth Phone and Audio	56	0
7728050	O	USB Port	56	0
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	97	2
7748740	O	(2) Antennas For Factory Installed Or F/O CB Mounted RH/LH side of roof, with antenna cables	184	2
7788055	S	SmartLINQ Remote Diagnostics 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 fleet's 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 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.	0	0
7788058	O	24 Months SmartLINQ Subscription Cummins Engines.	0	0
7851040	O	Removable Bugscreen Behind Grille	183	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	240	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Flourescent triangle emergency road flares are designed to meet and exceed all DOT standards.	18	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	65	8
7901130	O	Backup Alarm (107 DB)	132	3
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	28	0
8021390	S	Air Filter Restriction Pressure Gauge Located in Driver Information Display	0	0
8071750	O	(2) Electric Dump Switches, Bottom Dump Trailer Wired to Berg 4-way socket at back of cab / back of sleeper (to operate Bottom Dump trailer gate)	131	8

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Sales Code	Std/Opt	Description	\$ List	Weight
8071890	S	Main Instrument Panel Includes Driver Information Display and Instrument Package With Speedometer, Tachometer, Fuel Level Gauge, Engine Oil Pressure, Engine Coolant Temperature, two Air Pressure, DEF Level Gauge. With gas engines, DEF Level Gauge will be replaced with Brake Application Gauge.	0	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0	0
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	0
8140060	O	LED Oval Stop/Turn/Tail/Backup In tractor taper end of frame crossmember	27	-7
8140650	S	Peterbilt Signature Door Light Turn Signal	0	0

Paint

8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

Shipping Destination

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0	0
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Miscellaneous

9409001	S	Day Cab / Prestige Interior (DM)	0	0
9409800	S	2017 EPA Emissions Engine Warranty Only	0	0
9409869	O	Presentation Created With SmartSpec	0	0
9409876	O	Ordered as Stock	0	0

Promotions

Order Comments

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Deal: Gila River
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Total List Price (W/O Freight & Warranty & Surcharges)	\$239,535
Marketing and Service Support Fee	\$875
Prepaid Freight	\$2,475
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	17,938

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.

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QUOTATION

Quote Number: MAM081720
 Quote Date: Aug 17, 2020
 Page: 1

Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
GILA RIVER INDIAN 1576-A SOUTH NELSON DR CHANDLER, AZ 85226 USA 1-520-796-3950

Customer ID	Good Thru	Payment Terms	Sales Rep
GILA RIVER INDIAN	9/16/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	NEW 2021 PETERBILT 348 WATER TRUCK CHASSIS. PACCAR PX-9 330 HP DIESEL ENGINE 1000 TORQUE. ALLISON 3500 RDS AUTOMATIC TRANSMISSION 5:57 REAR RATIO. 20K FRONT AXLE 46K REAR AXLE 315/80R 22.5 FRONT TIRES ON ALUM WHEELS 11R22.5 REAR TIRES ON STEEL WHEELS. 60 GALLON ALUM FUEL TANK.RIGHT HAND VERTICAL EXHAUST. WHITE IN COLOR. 65 MPH ROAD GOVERNED ROAD SPEED LIMIT (DUE TO TIRE SPEED RATING) PTO MODE ENGINE RPM LIMIT. PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED. PTO RPM WITH CRUISE SET SWITCH -700 RPM AIR BAGS NOT AVAILABLE. LED MARKER LAMPS FIRST AID KIT CAB MOUNTED FIRE EXTINGUISHER. EMERGENCY ROAD SIDE KIT BACK UP ALARM HEATED MOTORIZED MIRRORS. CRUISE CONTROL RUBBER FLOOR COVERING POWER WINDOWS AND DOOR LOCKS. CLOTH SEATS. TILT / TELESCOPING STEERING WHEEL. FACTORY INSTALL DARK WINDOW TINT. *****	126,652.50	126,652.50

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: MAM081720
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 Page: 2

Voice: 602-272-2298
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GILA RIVER INDIAN 1576-A SOUTH NELSON DR CHANDLER, AZ 85226 USA 1-520-796-3950

Customer ID	Good Thru	Payment Terms	Sales Rep
GILA RIVER INDIAN	9/16/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
	WARRANTYS. ON SEPARATE E-MAIL. COMPLETE CHASSIS SPECS ON REQUEST. NEW 16' ITB 4500 GALLON WATER TANK SYSTEM INSTALLED 3/16"ASTM A36 CARBON STEEL SHELLS, HEADS AND BAFFLES WELDED 100% 2-HORIZONTAL AND 1-LONGITUDINAL BAFFLES WELDED 100% 1/4" A36 STEEL BELLY PLATE 24" ROUND MANWAY REAR MOUNTED SIGHT TUBE WITH SHUT OFF VALVES FRONT MOUNTED SIGHT TUBE WITH SHUT OFF VAVLES REAR MOUNTED REAR LADDER W/ SAFETY HAND LOOPS AND GRIP STRUT RUNGS 1/4" U-SHAPED BOX SUB FRAMES 2- 3/4"X3" RUBBER SKIRTBOARD BETWEEN TANK SUBFRAME AND CHASSIS FRAME 5- AIR SPRAYS, 2 FRONT, 2 REAR, 1 DRIVER SIDE 5- 3" CLA-VAL STYLE AIR VALVES 2 FRONT 2 REAR ADJUSTABLE FAN SPRAYS DRIVERS SIDE FAN SPRAY 2 1/2" HYDRANT FILL PIPE WITH LEGAL AIR GAP 10 GAUGE BONNET STYLE FENDERS WITH 3-HOSE HOOKS W/ LED S,T,T & BACKUP LIGHTS REAR PUSH BLOCK WITH STORAGE AREA AND LID (6)-2- SPRING LOADED FRONT TAKE MOUNTS 4- SOLID TANK MOUNTS HOT SHIFT PTO HEAVY DUTY 1000 SERIES PUMP DRIVE SHAFT ATP 4X3 CENTRIFUGAL WATER PUMP WITH MECHANICAL SEAL 700 GAL AT 65 PSI. 5-AIR SWITCH CONTROL PANEL		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: MAM081720
 Quote Date: Aug 17, 2020
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Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
GILA RIVER INDIAN 1576-A SOUTH NELSON DR CHANDLER, AZ 85226 USA 1-520-796-3950

Customer ID	Good Thru	Payment Terms	Sales Rep
GILA RIVER INDIAN	9/16/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	HOSE REEL MOUNTING BRACKET INSTALLED ON PASSENGERS SIDE REAR END SAND BLAST EPOXY PRIME AND PAINT POLYURETHANE WHITE LIGHTS, MUD FLAPS, REFLECTORS AND REFLECTIVE TAPE MEET DOT SPECIFICATIONS NOTE: NO STATE OR LOCAL TAXES OR FREIGHT IN THIS QUOTE. (1)-HOSE REEL WITH 50' 1 1/2" HOSE AND ADJUSTABLE NOZZLE MOUNTED ON REAR TANK HEAD PASSENGERS SIDE. (1)- ECCO 5590A LO PRO LED AMBER BEACON MOUNTED TOP OF TANK DRIVERS SIDE WITH IN CAB CONTROLS. PRE- PLUMBED FOR WATER CANNON. (1)- 3" SUCTION LOADING SYSTEM WITH MANUAL HANDI PRIMER. ***** NO STATE OR LOCAL TAXES IN THIS QUOTE. F.E.T.IF APPLICABLE.	15,198.30	15,198.30

Subtotal	141,850.80
Sales Tax	
TOTAL	141,850.80