



## Highway Department

Telephone: 701-298-2370

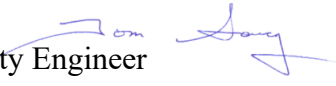
Fax: 701-298-2395

SMB-HWY@casscountynd.gov

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### MEMORANDUM

TO: Cass County Commission

FROM: Tom Soucy, County Engineer 

DATE: September 6, 2024

SUBJECT: Consent Agenda Item for September 16, 2024, Cass County Commission.  
Purchase of Tandem Axle Truck.

The 2025 budget includes the purchase of a tandem axle truck. Bids were opened August 22, 2024. The following bids were received.

#### 2025 Tandem Axle Truck Bids:

|                    |                    |              |
|--------------------|--------------------|--------------|
| Fargo Freightliner | Freightliner 114SD | \$141,275.00 |
| RDO Truck Center   | Mack GR64FR        | \$147,460.00 |
| RDO Truck Center   | Volvo VHD64F       | \$147,831.00 |

#### **SUGGESTED MOTION:**

Move to approve the purchase of a 2025 Freightliner 114SD for \$141,275.00 with an extended warranty from Fargo Freightliner.

# FARGO FREIGHTLINER

3440 36th Street S.  
 Fargo, ND 58104  
 (701) 293-9133  
 Fax: (701) 293-0325

## Truck or Trailer Purchase Order

|   |                  |                          |                         |                       |
|---|------------------|--------------------------|-------------------------|-----------------------|
| <b>Sold To</b> Cass County Highway Department |                  |                          |                         | <b>Stock #</b> order  |
| <b>Street</b> 1201 Main Ave                   |                  |                          |                         | <b>Date</b> 8/21/2024 |
| <b>City</b> Fargo                             | <b>State</b> ND  | <b>Zip Code</b> 58103    |                         | <b>Phone</b>          |
| <b>Quantity</b> 1                             | <b>Year</b> 2025 | <b>Make</b> Freightliner | <b>Model</b> 114SD Plus |                       |
| <b>VIN #</b> TBD - order                      |                  |                          |                         |                       |

|                         |  |           |       |
|-------------------------|--|-----------|-------|
|                         | Sale Price   | \$137,770 |       |
|                         | Factory Surcharge<br><small>(Refer to line #16 on back)</small>                |           |       |
|                         | <del>Trade Allowance</del> <span style="color: blue;">Extended Warranty</span> | + \$3,505 |       |
|                         | Net Price  | \$141,275 |       |
|                         | Cash With Order  |           |       |
|                         | Unpaid Cash Balance  | \$141,275 |       |
| Information On Trade-In |  |           |       |
|                         | Make   | Year      | Model |
|                         | VIN #  |           |       |

Deliver To \_\_\_\_\_ Location \_\_\_\_\_  
 Approximate Dlvry. Date \_\_\_\_\_

**Payment**

Upon Delivery to Customer  
 Upon Delivery at Body Company  
 Other

### DISCLAIMER OF WARRANTIES

**FACTORY WARRANTY:** Any warranty on any new vehicle or used vehicle still subject to a manufacturer's warranty is that made by the manufacturer only. The Seller hereby disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** Unless a separate written instrument showing the terms of any dealer warranty or service contract is furnished by Dealer to Buyer, this vehicle is sold "as is - not expressly warranted or guaranteed," and the Seller hereby disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for a particular purpose.

Purchaser shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

Date 8/21/2024 Buyer's Signature \_\_\_\_\_

Remarks: \_\_\_\_\_

7yr/250k Detroit Diesel EW4 warranty  
Add: \$3,505

The front and **back of this Order** comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of the motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed **on the back hereof** and agree to it as a part of this order the same as if it were printed above my signature I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

Approved By \_\_\_\_\_

Christopher Cameron  
 Salesman

Manager

THE TERMS OF THIS CONTRACT OF SALE WERE AGREED UPON AND THE CONTRACT SIGNED IN THIS DEALERSHIP ON THE DATE NOTED AT THE TOP OF FORM. IF CREDIT IS INVOLVED, THIS ORDER IS NOT BINDING ON THE CUSTOMER UNTIL A CREDIT DISCLOSURE IS MADE DESCRIBED IN REGULATION "Z".

Printed Name(s) of Purchaser(s) \_\_\_\_\_

Signature (s) of Purchaser (s) \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. As used this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle of chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle order hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.
3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle order hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at the time and such reappraised value shall determine the allowance made of such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser can surrender of the used vehicle to Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle trade in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change made by the Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by their Order either before or subsequent to delivery thereof to Purchaser.
6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
7. The price for the motor vehicle specified on the face of this Order includes the reimbursement of Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.
9. **MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MAKE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**
10. **USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, " AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**
11. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FOR OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**
12. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
13. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
14. **NO TRUCK OR TRAILER SALES MAY BE PAID WITH A CREDIT CARD!**
15. With regard to cancellations: Purchaser is responsible for any cancellation charges from Manufacturer. Purchaser is responsible for any cancellation charges from manufacturer on any motor vehicle orders, canceled and not built. Purchaser will be responsible for floor planning charges from the date of the bank draft on any motor vehicle ordered and built.
16. **ALL MAJOR COMPONENT COST INCREASES, FREIGHT SURCHARGES, RAW MATERIAL SURCHARGES OR INCREASES RESULTING FROM GOVERNMENT MANDATES THAT ARE PASSED ON FROM THE FACTORY TO THE DEALER WILL BECOME AN ADDITIONAL COST TO THE CUSTOMER.**