



Purchase Agreement and Acknowledgement

Ver 4/2023

PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: 06/18/2024
Deal Packet: DE-53009
Branch: 125
Salesperson: Mike Sartin

Bill To: 15644
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW OK 74012-3623
P:(918) 259-8367

Ship To:
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623

Stock#: STMWTR VIN:STORMWATER1	New 2025 WESTERN STAR 49X	Price:	\$156,807.00
INSTALL HENDERSON REVERSIBLE PLOW PER ATTACHED QUOTE			\$29,912.00
INSTLL HENDERSON DEMO STYLE DUMP BODY PER ATTACHED QUOTE			\$54,670.00
INSTALL CERTIFIED CENTRAL HYDRAULIC SYSTEM PER ATTACHED QUOTE			\$25,832.00
INSTALL HENDERSON SAND SPREADER PER ATTACHED QUOTE			\$38,516.00
WAG-0785YR EXTENDED TOWING / FIELD SERVICE COVERAGE \$750CAP/OCCURRENCE			\$920.00
WBB-237TC4: VOCATIONAL 5 YEARS/200K EXTENDED CHASSIS WARRANTY			\$3,825.00
WAI-5TY X12: HD1 5 YEARS / 200K EXTENDED ENGINE WARRANTY			\$1,395.00
WAX-160 X12: AT3 5 YEARS / 200K EXTENDED AFTERTREATMENT WARRANTY			\$910.00
Per Unit:			\$312,787.00
Total Price			\$312,787.00
Documentary Fee			\$400.00
Total			\$313,187.00
Net Total			\$313,187.00

CHASSIS PRICED PER OK STATE CONTRACT SW035T
BODY PRICED PER OK STATE CONTRACT SW0106GT
SNOW AND ICE EQUIPMENT PRICED PER OK STATE CONTRACT SW0500

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 PO BOX 6000
 WEST FARGO ND 58078-6000
 USA

Contract ID 00000000000000000000000005296		Page 2 of 2	
Contract Dates 06/21/2018 to 04/10/2019	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID: 736017987

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing	0.00000	EA		0001			
4 25101507 / Utility Work Machine Bobcat - Toolcat Utility Work Machines (Models 5600 and 5610) at 20% Percentage Discount		EA	0.00	0.00	0.00	0.00	0.00

Attachments and Accessories at 24% Percentage Discount.
 Options at 20% Percentage Discount, Trade-Ins Available

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing	0.00000	EA		0001			
5 22101532 / Mini Track Loader Bobcat - Mini Track Loaders (Models MT55 and MT85) at 20% Percentage Discount		EA	0.00	0.00	0.00	0.00	0.00

Attachments and Accessories at 24% Percentage Discount.
 Options at 20% Percentage Discount, Trade-Ins Available

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing	0.00000	EA		0001			
6 25101601 / Articulated Dump Truck Doosan - Articulated Dump Truck (Models DA30 and DA40) at 22% Percentage Discount		EA	0.00	0.00	0.00	0.00	0.00

Attachments and Accessories at 22% Percentage Discount.
 Options at 22% Percentage Discount, Trade-Ins Available

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing	0.00000	EA		0001			
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COMMENTS:

Clark Equipment Company (Bobcat and Doosan brands)
 Clark Equipment Point of Contact: Randy Fuss
 Point of Contact Email: Randy.Fuss@doosan.com
 Point of Contact Phone Number: 701.241.8746

Contract Period: 06/04/2018 - 04/10/2019
 Agreement Period: 06/04/2018 - 04/10/2023

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000409598
PENSKE COMMERCIAL VEHICLES US LLC
PO BOX 203796
DALLAS TX 75320-3796
USA

Contract ID 000000000000000000000000006064			Page 1 of 1	
Contract Dates 02/07/2021 to 02/06/2025		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0035T Heavy Duty Trucks			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	25101611 / Heavy Duty Trucks See vendor pricing documents for more information.	EA	1.00	0.00	0.00	0.00
Contract Base Pricing			1.00000	EA		0001

COMMENTS:

Vendor Contact
Jane Kirton
405-945-3577
jkirton@remiertruck.com
SW0035T Heavy Duty Trucks

Contract Period: 02/07/2023 - 02/06/2025
Agreement Period: 02/07/2021 - 02/06/2026

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Lara Moore

Lara Moore (Feb 2, 2024 15:07 CST)