



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME

CITY OF KILEEN

ADDRESS

101 N. COLLEGE ST.

TELEPHONE

254-501-7789

CITY

KILEEN

STATE

TX

ZIP CODE

76541

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2019	FREIGHTLINER	M2106	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de mandejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

MILEAGE:	
BUY BOARD CONTRACT #521-16	
CHASSIS BASE MODEL PRICE	\$51,982.00
CHASSIS OPTION EQUIPMENT PRICE	\$27,748.70
WARREN 13' DUMP BODY	\$19,050.00
DELIVER TO KILEEN TX	\$286.00
TOOL BOX	\$490.00
SET OF FILTERS	\$344.00
ONE YEAR TOWING WARRANTY	\$200.00
ELETRIC BRAKE CONTROLLER	\$ 875.00
\$100,975.70 X (2)	\$201,951.40
BUY BOARD FEE	\$400.00
ITEM 6.2 DAILEY WELLS XG-75 PORTABLES NOT INCLUDED IN QUOTE	

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
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MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
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		TOTAL	202,351.40
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:	Body Type:	Documentary Fee	N/A
ADDRESS:	License Wt.:	Federal Excise Tax	N/A
	State Insp.:	TOTAL SALE PRICE	202,351.40
DATED: LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	202,351.40

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved. If any, THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-25-2018

City of Killeen

ADDRESS

101 N College St

CITY

Killeen

TELEPHONE

STATE

Tx

ZIP CODE

76541

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order	

	MILEAGE:	
	Tx Buy Board # 521-16/515-16	
	2020 Freightliner M2-106 chassis to include Bergkamp FP5 Flameless pothole patcher	190,236.00
	Tx Buy Board fee (per PO)	400.00

	Final delivery to be provided by Bergkamp	

Disclaimer of Warranties

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	CUSTOMER SIGNATURE	
	SALESMAN SIGNATURE Tom Standard 512-468-7270	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN
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YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:	TRADE-IN
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YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	190,636.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	190,636.00
DATED:	LIEN AMOUNT \$	Payoff on Trade	
DRAFT FOR \$	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	190,636.00

H.B. 89

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Vehicle Purchases (Name of Contract), dated 11/16/18, made by and between the City of Killeen ("City") and Freightliner of Austin ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 17th day of October, 2018.

City of Killeen

Vendor

By: _____

Title: _____

Freightliner of Austin

By: _____

Patricia Hempel VP

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Equipment Purchases (Name of Contract), dated 11/30/18, made by and between the City of Killeen ("City") and Freightliner of Austin ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

7th The City and Vendor have duly executed this Addendum as of this November day of November, 2018.

City of Killeen

By: _____

Title: _____

Vendor Freightliner of Austin

Carlita Hempel
By: Paul H. H.
VP

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-423308

Date Filed:
11/07/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freightliner of Austin
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BuyBoard 521-16
Equipment Purchases

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

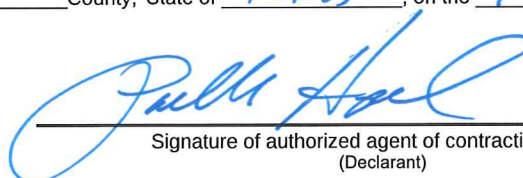
6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Texas County, State of Texas, on the 7 day of November, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)