

City of Scottsbluff, Nebraska

Monday, November 20, 2023

Regular Meeting

Item Bids3

Council to discuss and consider action on offer Agreement with Wadding River Fire District to purchase a 2002 Pierce Dash 2000/750/40/20 Pumper in the amount of \$125,000 and authorize the Mayor to sign the Agreement.

Staff Contact: Thomas Schingle, Fire Chief

Offer Sheet

Be it known that the Scottsbluff Fire Department (1801 Ave. B, Scottsbluff, NE 69361), (hereinafter "PURCHASER") has offered the Wading River Fire District (1503 North Country Road, Wading River, NY 11792), (hereinafter "SELLER") \$125,000 (ONE-HUNDRED-TWENTY-FIVE-THOUSAND Dollars) for the following described item:

Model- 2002 Pierce Dash 2000/750/40/20 Pumper
Vin#- 4P1CT02S72A002271

1. Offer is contingent upon a successful inspection visit to be made on a date agreed upon by both parties, by PURCHASER at SELLER'S quarters. Once the vehicle has been deemed satisfactory for delivery by the PURCHASER, the offer will become binding. Vehicle will not be released until Board of Fire Commissioners and Chief's Office releases it. Title to and ownership of vehicle will not pass from SELLER to PURCHASER until full payment is made. Payment will be in the form of a certified check or wire transfer.
2. Release of final payment by PURCHASER to SELLER is considered final acceptance by PURCHASER and any issues or concerns regarding the condition of vehicle are deemed a closed matter and PURCHASER agrees that it shall have no claims against the SELLER and Signal 5 Fire Apparatus relative to the condition of the vehicle.
3. The vehicle is sold as is, with no warranties expressed or implied. PURCHASER agrees that the vehicle is taken in "as is" condition with no warranties either express or implied. PURCHASER acknowledges that a manufacturer's authorized service facility should service the vehicle and certify it before placing it in service. It is the PURCHASER's responsibility to make certain that those persons using this apparatus/equipment may do so safely and are properly trained in its use.
4. EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO WARRANTY TO PURCHASER WITH RESPECT TO THE GOODS, AND PURCHASER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. In no event shall SELLER or Signal 5 Fire Apparatus (An affiliate of Brindlee Mountain Fire Apparatus, LLC.) be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort,

OS23103

strict liability, or otherwise; nor shall PURCHASER's damages exceed the amount of the purchase price of the Goods.

6. The parties further agree that the risk of loss with regard to this vehicle shall pass from SELLER to PURCHASER upon the final delivery and receipt of payment. PURCHASER acknowledges that it will be responsible to add the vehicle to its vehicle and liability insurance policies before delivery. PURCHASER agrees to indemnify, hold harmless and defend SELLER and Signal 5 Fire Apparatus with regard to any causes of action that may arise from the use and operation of this vehicle after the delivery of possession to PURCHASER.
7. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. The parties agree that with regard to any cause of action arising from this Agreement that they will submit to the exclusive jurisdiction and venue of the state courts of the state of New York and that any such action must be commenced in the Supreme Court of the County of Suffolk.

Wading River Fire District

Scottsbluff Fire Department

SELLER

PURCHASER

Greg Michalakopoulos

NAME

NAME

Fire District Manager

TITLE

TITLE

Greg Michalakopoulos

SIGNED

SIGNED

11 / 03 / 2023

DATE

DATE

OS23103



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 17103
Price: \$130,000

2002 Pierce Lance Pumper

- 2002 Pierce Lance Pumper
- Detroit Series 60 500 HP Diesel Engine
- 750 Gallon Polypropylene Tank
- 40 Gallon Foam Cell
- Hercules 200 CFM CAFS
- (2) Electrical Reels with 150' of cord and junction boxes
- Backup Camera
- Lance Pierce Chassis
- Allison HD 4060PR Automatic Transmission
- Husky 30 GPM Foam System
-
- Crosslays/Speedlays: (2) Pre-Connect Speed Lays 1.75"
- Air Conditioning
- Federal Q Siren
- Seating for 8; 5 SCBA seats
- Waterous CMU 2000 GPM Top-Mount Pump
- 20 Gallon Foam Cell
- Front Suction: (1) 5"
- Amps 15KW PTO Generator
- Hydraulic Ladder Rack
- Ground Ladders: 24' and 14'

○ Engine Hours: 1,882

○ Mileage: 18,863

○ Additional equipment not included with purchase unless otherwise listed.

○ Length: 33'8"

○ Height: Truck Height: 10'9"

○ Wheelbase: 225.5"

○ Hose bed can hold:

1000' of 5"

600' of 2.5"

200' of 1.75"

Air horns

Truck is in good condition

Exterior- in good shape, no dents, dings or rust and the paint is in good shape

Interior- in very good condition no rips or tears in the upholstery

Undercarriage- in good shape
....some surface rust

Tires- in good shape - approx 65% left

Unless otherwise noted, no other equipment is included

More pictures and video available upon request



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

Cost Estimate to Drive Home

Trip Distance 1,958 miles from Wadding River, NY to Scottsbluff, NE

Avg. 60 mph travel speed = est. 33 hours of driving

Avg. \$35.00 per hour OT rate x 3 personnel = **\$3,780.00 est.**

2 hotel rooms 2 nights - **\$400.00**

Fuel estimate 6 mpg 1958/6 =327 gallons, 327 gal x \$5.00 = **\$1,635.00 in fuel**

Flights - \$300 per person to LaGuardia Airport = **\$900.00**

Total cost to fly crew out and have truck driven home = **\$6,715.00**

Shipping Estimate by Brindlee Mountain

Loaded on lowboy and shipped from Wadding River, NY to Scottsbluff, NE **\$5,400.00**

Quote for inspection from Lemon squad

Commercial truck inspection

Called and got confirmation that they are in the area and can do the basic inspection

\$269