

**CONTRACT**

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Lexington-Fayette Urban County Government, Lexington, KY**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **One (1)** unit of Seagrave model **DV0HCT Capitol 95' Aerialscope**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **400** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**Lexington Fire Department  
219 East Third Street  
Lexington, KY 40508**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **One Million Four Hundred Forty-Nine Thousand, Nine Hundred and Twenty-Four Dollars (\$1,449,924.00)** state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Payment shall be made in full at time of order, reducing the purchase price by \$19,067. The net price to be paid after the Pre-Payment discount shall be \$1,430,857.** If payment is not made at the time of the order, the discount will be adjusted accordingly. Any balance due shall be paid, along with all approved modifications required by the Purchaser, at time of final delivery and acceptance on the completed unit.

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

*Seagrave Fire Apparatus, LLC  
7285 Solutions Center  
Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Kentucky** without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the **Federal** courts sitting in **Fayette Count, Kentucky**. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser of user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement. **This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Purchaser.**
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein

or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 12<sup>th</sup> day of September 2019.

**Lexington-Fayette Urban County Government, Lexington, KY ("Purchaser")**

By 

Title Mayor  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_  
Purchaser

**SEAGRAVE FIRE APPARATUS, LLC ("Seller")**

By   
**Ulisses D. Parmeziani**

Title: **VP and COO**  
Seller

Date of Acceptance: 10/28/19



RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

# PERFORMANCE BOND

Bond No. CMS0326179

**KNOW ALL MEN BY THESE PRESENTS:**

That Seagrave Fire Apparatus, LLC  
(Here insert the name or legal title of the contractor)

105 East 12th Street, Clintonville, WI 54929  
(Here insert the address of the contractor)

as Principal, hereinafter called Contractor, and RLI Insurance Company, an Illinois

Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

Lexington Fire Department  
(Here insert the name of the owner)

219 East Third Street, Lexington, KY 40508 as Obligee, hereinafter  
(Here insert the address of the owner)

called Owner, in the amount of One Million Four Hundred Thirty Thousand Eight Hundred Fifty Seven Dollars and 00/100  
Dollars (1,430,857.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for  
One (1) 95' Aerialscope as an add-on to 56233

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Full name of architect or engineer)  
which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including others costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Contractor ceases work on the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this 28th day of October A.D. 2019.

Seagrave Fire Apparatus, LLC  
(Principal) (Seal)

By: Therese Sell  
Therese Sell, VP of Administration & Finance

RLI Insurance Company  
By: Sarah E. DeYoung  
Sarah E. DeYoung Attorney in Fact



RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

# LABOR AND MATERIAL PAYMENT BOND

Bond No. CMS0326179

**NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH ANOTHER BOND IN FAVOR OF THE OWNER CONDITIONED FOR THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.**

**KNOW ALL MEN BY THESE PRESENTS:**

That Seagrave Fire Apparatus, LLC  
(Here insert the name or legal title of the contractor)  
Seagrave Fire Apparatus, LLC  
105 East 12th Street, Clintonville, WI 54929 as

(Here insert the address of the contractor)  
Principal, hereinafter called Principal, and RLI Insurance Company, an Illinois  
Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto Lexington Fire Department

(Here insert the name or legal title of the owner)  
219 East Third Street, Lexington, KY 40508  
(Here insert the address of the owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Million Four Hundred Thirty Thousand Eight Hundred Fifty Seven Dollars and 00/100 Dollars (1,430,857.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for One (1) 95' Aerialscope as an add-on to 56233

\_\_\_\_\_ in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Full name of architect or engineer)  
which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Claimant ceased work on said Contract.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof is situated, or in the United States District Court for the district in which the project or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this 28th day of October A.D., 2019.

Seagrave Fire Apparatus, LLC  
(Principal) (Seal)  
By: Therese Sell  
Therese Sell, VP of Administration & Finance

RLI Insurance Company  
By: Sarah E. DeYoung  
Sarah E. DeYoung Attorney in Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Daniel J. Kwiecinski, Daniel J. Sapiro, Kathleen A. Crary, Kristin Schmit, Lisa M. Slakes, Lucy A. Hantzsch, Sarah E. DeYoung, jointly  
or severally

in the City of Milwaukee, State of Wisconsin its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 25th day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this \_\_\_\_\_ day of \_\_\_\_\_.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

