



SEAGRAVE FIRE APPARATUS, LLC

January 27, 2023

R-185-2023
Contract #075-2023

VIA – UPS 2ND DAY
PHONE: 859-258-3327

Jessica Allinder, Buyer
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, KY 40507

Re: Contract between Seagrave Fire Apparatus, LLC and Lexington-Fayette Urban County Government for Two (2) Custom Fire Apparatus Model DB50CT Capitol Pumper with 1000 GL Tank (“Contract”)

Dear Ms. Allinder:

Enclosed are two copies of the Contract between Seagrave Fire Apparatus, LLC (“Seagrave”), and Lexington-Fayette Urban County Government (“Lexington-Fayette”), which have been executed on behalf of Seagrave. Please have the Contracts executed on behalf of Lexington-Fayette and return one fully executed original to the following:

Kathy Kettenhoven
Seagrave Fire Apparatus, LLC
105 East 12th Street
Clintonville, WI 54929-1518
Phone: (715) 823-1859

If you have any questions, please contact me by email at leann.ness@seagrave.com or by phone at (715) 823-1988. Thank you.

Sincerely,

SEAGRAVE FIRE APPARATUS, LLC

Lee Ann Ness
Contract Analyst and Document Writer

Enclosures

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Seagrave Fire Apparatus, LLC

105 East 12th Street, Clintonville, WI 54929

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 3967, Peoria, Illinois 61612-3967 a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington Fayette County Government 219 East Main Street, Lexington, KY 40508

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Two (20 Seagrave Custom Capitol 1000 Gallon Pumper Fire

(Here insert full name and address and description of project)

Trucks

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 27th day of January, 2023.

Kathleen Kettenvhoven
Kathleen Kettenvhoven (Witness)

Seagrave Fire Apparatus, LLC
(Principal) (Seal)
By: Therese A. Sell
Therese A. Sell (Title) EVP of Administration & Finance

Lisa Baranzky
Lisa Baranzky (Witness)

RLI Insurance Company
(Surety) (Seal)
By: Cathy Hutson
Cathy Hutson (Title) 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. Cray, Kristin Schmit, Lisa M. Slakes, Lucy A. Hantzsch, Sarah E. DeYoung, Cathy Hutson, 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 29th day of October, 2021.



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 29th day of October, 2021, 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 27th day of January, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Seagrave Fire Apparatus, LLC (hereinafter called "Principal"), and RLI Insurance Company authorized to do business in the State of KY (hereinafter called "Surety") are held and firmly bound unto Lexington Fayette County Government (hereinafter called "Obligee") as Obligee for such monetary amount as incurred by the Obligee, not to exceed the penal sum of One Million Nine Hundred Seventy Seven Thousand Five Hundred Eighty Four Dollars and 00/100 DOLLARS (\$1,977,584.00), good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written Contract with the above named Obligee, effective the 27th day of January 2023, for Two (2) Seagrave Custom Capitol 1000 Gallon Pumper Fire Trucks which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in default under the above Contract, and is declared by the Obligee thereafter to be in default; (3) the Obligee has performed all of the obligations of the Obligee under the Contract; and (4) the Obligee has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Obligee, provide financial assistance to the Principal to remedy any contractual default by the Principal; or
(2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or
(3) Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or,
(4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and of all liabilities of the Surety relating hereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

- (1) This bond is for the term beginning January 27, 2023 and ending ON THE DATE OF DELIVERY AND ACCEPTANCE OF THE VEHICLE, but may be extended by continuation certificate executed by the Surety, at the option of the Surety.
(2) Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
(3) Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
(4) No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the Surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Sealed with our seals and dated this 27th day of January, 2023.

WITNESS:

Kathleen Kettenhoven (Signature)

Seagrave Fire Apparatus, LLC (Principal)

By: Therese A. Sell (Signature) EVP of Administration & Finance

WITNESS:

Lisa Baranzky (Signature)

RLI Insurance Company (Surety)

By: Cathy Hutson (Signature) (Attorney-in-Fact) Cathy Hutson



* This Performance Bond is given with the condition that the Surety's obligation does not extend to the warranty provision of the contract.

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RLI Insurance Company Contractors Bonding and Insurance Company

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

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**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

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