

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 **two (2) units of a Seagrave Capitol Pumper**, 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 1,500 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. Any resulting change orders will result in an adjusted delivery day as determined by Seller. Liquidated damages in the amount of \$500.00 per day shall go into effect on the 1,501th day or such amended delivery date provided, however, the order is fully specified, accurate and completely defined, along with the receipt of the approved update and PE drawing signed by the Purchaser at time of order. Delays due to change orders, strikes, failures to obtain materials, discontinuances of specified parts, delivery delays on major components caused by suppliers, or other causes beyond Seller's control will be just cause for delay in delivery and will delay the effective date for liquidated damages to go into effect as communicated by Seller. 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 **Two Million Five Hundred Seventy-Seven Thousand Two Hundred Sixty-Six Dollars (\$2,577,266)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **The first pumper shall be \$1,298,368 and the second pumper shall be \$1,278,898. All prices include a 100% Performance Bond. Payment shall be made in full at time of order, reducing the contract price by \$360,355. The net price to be paid after the Pre-Payment discount shall be \$2,216,911.** 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, upon delivery and acceptance of the Apparatus and Equipment by the Purchaser.

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be 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 or 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 County, 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 or 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 _____ day of _____ 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, LEXINGTON, KY ("Purchaser")

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

By UD
Ulisses D. Parmeziani

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: 08/21/2024