

Stonewell Bodies

PROPOSAL FOR
COMMAND ACCESS VEHICLE
CITY OF LEXINGTON
FIRE DEPARTMENT



Date 05/08/2025

Stonewell Bodies

Name: Lexington-Fayette Urban County Government
Address: 200 East Main Street
City, State: Lexington, KY 40507

Date 05/08/2025



PROPOSAL FOR FURNISHING

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Stonewell Bodies and Machine Co. Inc, at its home office in Genoa, New York, the unit(s) herein named and for the following prices:

1. Haz MAT CAV **\$79,308.00**

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the Company of the order to purchase and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 60 days, the right is reserved to withdraw this proposal.

Stonewell Bodies and Machine, Inc.

By: Luigi Sposito
Luigi Sposito

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STONEWELL COMPANY HISTORY

Stonewell Bodies was founded in 1994 out of necessity to work smarter and not harder. The company was started by a farrier looking to shoe his horses without the trouble of constantly loading and unloading a pickup truck with all his tools of the trade. After carefully considering how to make a truck body that would be light, provide protections from the elements, easy to organize and last for many years, the Stonewell Body was created.

Today, Stonewell has grown to service three primary industries, all of which require a light weight and efficient design. The primary industries serviced by Stonewell include Farriers and mobile veterinarians, emergency services vehicles and the building trades. The common thread among these three industries hinges on the need of efficient access to the truck body so they can access and depart the vehicle as quickly as possible.

Stonewell now employs 37 craftsmen who are experts in the field of fabrication as well as having significant application experience in the field of EMS and Farrier. Our team is comprised of farriers, EMT's, volunteer Fire Chiefs and assistant Chiefs. These craftspeople bring their passion and practical experience with them as they work to build outstanding truck bodies.

Coupled with experts in fabrication, Stonewell has made significant investments in production capabilities. Our bodies and fabricated solutions are designed using the latest CAD, and modeling, software coupled to fully CNC processing equipment. Our metal cutting is primarily achieved through a new Mitsubishi Laser, HAAS milling machines or other very precise machine-tools. We have invested in our infrastructure as well as equipment and are confident we can design, weld and manufacture to the exacting specifications we develop.

Over the last several decades, Stonewell has evolved to be a market leader with a robust complement of tools needed to solve customer problems. We continually work to solve application problems and stand behind the products that we produce. We look forward to the possibility of working with you and hope you consider Stonewell Bodies for your next design need.

TERMS OF PAYMENT - DIVIDED IN ONE THIRD INCREMENTS

The terms of this purchase shall be 1/3rd of the body purchase price upon signing of the purchase agreement and 1/3rd at the mid point of construction. The balance shall be paid upon completion of the specified vehicle. If payment is not made and Stonewell must pursue legal remedies, all legal expenses shall be the responsibility of the purchaser. The vehicle shall not be put in service until full payment is paid to the manufacturer.

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Contract for Purchase, Stonewell CAV, with Agency

AGREEMENT OF SALE FOR COMMAND ACCESS VEHICLE

THIS AGREEMENT is made between **Stonewell Bodies and Machine Inc. (Stonewell)** and:

Legal Name of Buyer Lexington-Fayette Urban County Government
Address 200 East Main Street, Lexington, KY 40507
Phone Number (859) 280-8954

ACCEPTANCE:

Stonewell agrees to sell, and Buyer agrees to purchase Qty (1) Command Access Vehicle (s) described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

This offer is valid for 30 days from 05/08/2025 and shall expire on 06/07/2025.

1. DELIVERY SCHEDULE:

The Command Access Vehicle shall be ready for transport in approximately 360 days after delivery of chassis to Stonewell. This time frame is subject to extension due to changes made by Buyer or in accordance with Sections 4 or 10,11,12 below.

2. PRICE:

Buyer shall pay Stonewell Bodies & Machine Inc. the purchase price for the installation of the Command Access Vehicle in the sum of **79,308.00** U.S. Dollars.

This purchase price **excludes** taxes. Responsibility to pay taxes are with the buyer. Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the purchase price and paid by Buyer. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and hold harmless Stonewell Bodies & Machine Inc. harmless from any such tax, interest or penalty, which may at any time be assessed against Stonewell Bodies & Machine Inc. as a result of this transaction.

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3. TERMS OF PAYMENT SHALL BE:

Due upon signing: \$ 26,436.00

Due upon video conference inspection after "X" ____ days of build \$ 26,436.00

Due upon completion and video or in-person (at your cost) inspection prior to shipping.....\$26,436.00

Applicable method of payment for remaining balance due: Check or wire transfer.

In the event of a dispute, Stonewell Bodies shall have the right to collect, from the purchaser, reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement. The vehicle shall not be put in service until full payment is paid to the manufacturer.

4. CONTINGENCIES:

Stonewell will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of these entities which prevent or hinder the manufacture and/or delivery of the Command Access Vehicle.

5. WARRANTY:

Stonewell provides a limited warranty on new Command Access Vehicle of its own manufacture in accordance with the warranty terms set forth in the Specifications provided. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STONEWELL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION. This warranty starts upon placing the vehicles in service not to exceed 6 months after delivery.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

Stonewell EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM

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THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE COMMAND ACCESS VEHICLE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. **CANCELLATION:**

This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

8. **ENTIRE AGREEMENT; AMENDMENTS:**

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Stonewell has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

9. **SEVERABILITY:**

If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

10. **CHANGES IN COMMERCIAL SPECIFICATIONS:**

Specifications for all commercial components of the Command Access Vehicle, manufactured by companies other than Stonewell are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Command Access Vehicle. Stonewell shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

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11. CHANGES IN REGULATIONS/INDUSTRY STANDARDS:

The Purchase Price is subject to adjustment for changes to the Command Access Vehicle necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Stonewell Bodies and Stonewell Bodies & Machine Inc.'s control.

12. CHANGE ORDERS:

Changes in the build contract may be submitted to Stonewell. These changes must be in writing and when necessary, drawings may be required. Dependent on where in the build process the CAV is, the change order may be accepted or rejected by Stonewell. The cost of the change will be added on to the total cost of the CAV. This new price must be approved and agreed to in writing by the purchaser. While change orders are being processed, the completion date shall be extended according to the days spent processing the change order as well as the time needed to complete the changes.

IN WITNESS WHEREOF, Buyer and Stonewell Bodies & Machine Inc. have caused this agreement to be executed by their duly authorized representatives this day of:

PURCHASER: _____

Print Name: Linda Gorton

Signature: *Linda Gorton*

Title: Mayor

Date: 6/27/2025

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This contract is not a valid and binding obligation until approved, dated and executed by Stonewell Bodies & Machine Inc. inc.

ACCEPTED AND APPROVED

Stonewell Bodies & Machine, Inc.

Print Name: Luigi Sposito

Signature: 

Title: President

Date: 6-18-25