

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 DB50CA 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 560 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 days as determined by Seagrave. Liquidated damages in the amount of \$500 per day shall go into effect on the 561st day or such amended delivery date provided, however, the order is completely defined. 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 Eight Hundred Twenty-Six Thousand, Nine Hundred Nineteen Dollars (\$826,919.00), state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. Price includes a 100% Performance and a 10% Bid Bond. Payment shall be made in full at time of order, reducing the purchase price by \$30,585.00. The net price to be paid after the Pre-Payment discount shall be \$796,334.00. 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.